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15 **UNITED STATES BANKRUPTCY COURT**  
 16 **DISTRICT OF NEVADA**

17 In re:

18 FRONT SIGHT MANAGEMENT, LLC  
 19 Debtor.

Case No. BK-S-22-11824-ABL  
 Chapter 11

**MOTION TO QUASH 2004 EXAMS AND**  
**SUBPOENAS TO PRODUCE**  
**DOCUMENTS AND REQUEST FOR A**  
**PROTECTIVE ORDER**

22 LAS VEGAS DEVELOPMENT FUND, LLC (“**LVDF**”) and Robert Dziubla (“**Mr.**  
 23 **Dziubla**”), by and through their attorneys Brian D. Shapiro, Esq., of the Law Office of Brian D.  
 24 Shapiro, LLC and Andrea M. Champion, Esq., of Jones Lovelock, hereby submit their Motion to  
 25 Quash the 2004 Exams and Subpoenas to Produce Documents, Information, or Objects or to  
 26 Permit Inspection of Premises in a Bankruptcy Case, served by Debtor on LVDF and Mr. Dziubla  
 27 (collectively the “**Subpoenas**”), served electronically by Debtor on July 15, 2022 and Request for  
 28

1 a Protective Order (“**Motion**”). This Motion is based upon the attached points and authorities, the  
2 Declarations in Support and any oral argument that this Court may permit.<sup>1</sup>

3 **MEMORANDUM OF POINTS AND AUTHORITES**

4 **I. INTRODUCTION**

5 The Debtor, without even paying the required witness fees, is attempting to obtain  
6 testimony and documents to which it is not entitled through subpoenas to LVDF and Mr. Dziubla.<sup>2</sup>  
7 Oddly, Debtor does so through the utilization of Bankruptcy Rule 2004 in the Chapter 11  
8 bankruptcy action and *not* the Adversary Proceeding where Debtor may arguably be entitled to  
9 discovery. Perhaps Debtor has done so for good reason: because of the multiple protective orders  
10 in the underlying Adversary Proceeding precluding Debtor from seeking the very documents and  
11 information it now seeks through the subpoenas.  
12

13 LVDF and Mr. Dziubla previously made their objections to Debtor known, including  
14 identifying which requests are covered by the protective orders. Instead of agreeing to amend the  
15 Subpoenas, Debtor has taken the untenable position that the protective orders are not binding and  
16 that Debtor should be entitled to sanctions—notwithstanding the fact that Debtor’s position is  
17 essentially that LVDF and Mr. Dziubla must violate protective orders in order to respond to the  
18 Debtor’s requests. Debtor’s attempt for a second bite at the apple before this Court and to obtain  
19 documents and testimony to which it knows it is not entitled should not be permitted.  
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21 Moreover, for those requests that do not implicate the protective orders entered in the  
22 Adversary Proceeding, Debtor is already in receipt of all responsive documents in LVDF’s and  
23 Mr. Dziubla’s possession, custody, and control. Previously, LVDF and Mr. Dziubla produced all  
24 responsive documents—approximately 32,000 pages of such—to the Debtor. If Debtor’s  
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26 <sup>1</sup> All references to “ECF No.” are to the number assigned to the documents filed in the above-captioned bankruptcy  
27 case as they appear on the docket maintained by the clerk of court. All references to “AECF No” are to the number  
28 assigned to the documents filed in adversary case number 22-ap-01116. All references to “Section” or “§§ 101-  
1532” are to the provisions of the Bankruptcy Code. All references to “FRCP” are to the Federal Rules of Civil  
Procedure. All references to “FRE” are to the Federal Rules of Evidence. All references to “FRBP” are to the Federal  
Rules of Bankruptcy Procedure.

<sup>2</sup> Copies of the Subpoenas to LVDF and Mr. Dziubla are attached hereto as **Exhibits 1 and 2**, respectively.

1 bankruptcy counsel is not in receipt of those documents, counsel should obtain them from their  
2 client (the Debtor) who received them in the State Action or from Debtor's state court counsel. If  
3 neither of those options are available (of which LVDF and Mr. Dziubla are doubtful), then LVDF  
4 and Mr. Dziubla have already offered a responsible solution: for the third-party vendor that hosts  
5 LVDF and Mr. Dziubla's e-discovery platform to create and provide an electronic file for  
6 Debtor's bankruptcy counsel at their expense. For some reason, Debtor has refused that offer as  
7 well and has taken the position that LVDF and Mr. Dziubla must bear the expense of Debtor's  
8 apparent inability to obtain documents previously produced to Debtor and its own counsel. This  
9 position, too, is untenable.  
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11 Finally, even though Debtor had the chance to question LVDF and Mr. Dziubla for a  
12 collective six days, under oath, Debtor has also sent subpoenas to LVDF and Mr. Dziubla for  
13 2004 examinations on dates their counsel is unavailable. Debtor has not identified any new topics  
14 on which it should be entitled to question LVDF and Mr. Dziubla that are not subject to the  
15 protective orders entered in the action. Instead, it appears Debtor only intends to re-plow the same  
16 ground that was covered in LVDF and Mr. Dziubla's prior testimony and to adduce testimony in  
17 violation of the protective orders. This too, should not be permitted.

18 Consequently, LVDF and Mr. Dziubla respectfully request that the Court enter orders  
19 quashing the 2004 exams and Debtor's subpoenas and/or entering protective orders.

## 20 **II. RELEVANT BACKGROUND**

21 The Debtor now seeks a re-do on the very discovery that was disallowed in the State Court  
22 Proceeding (as the case has now been removed, the matter is referred to herein as the "Adversary  
23 Proceeding" and/or "Adversary Case") and to take depositions pertaining to the identical issues  
24 that Debtor asserted in the Adversary Proceeding, but in the context of a 2004 exam. When the  
25 dispute was pending before the State Court, the parties had various discovery disputes that led  
26 the State Court to enter numerous protective orders. Those protective orders still stand and are  
27 now orders in the Adversary Case. Yet, the 2004 subpoenas served by Debtor, without the  
28 applicable witness fees, on LVDF and Mr. Dziubla are duplicative of the information previously

1 provided in the Adversary Case and the others are unable to be produced under the Adversary  
2 Proceeding's protective orders.

3 **A. The Protective Orders in the Adversary Proceeding Prohibit the**  
4 **Debtor to Conduct Discovery on the EB-5 Investors and Limit What**  
5 **Debtor Could Obtain Regarding the Foreign Placement Consultants.**

6 For years, Debtor has been trying—to no avail—to obtain information about the EB-5  
7 investors and foreign placement consultants. LVDF and Mr. Dziubla have always maintained  
8 (and still maintain) that Debtor's attempts are intended solely to harass the Defendants, the EB-5  
9 investors, and foreign placement consultants. The Court consistently, and repeatedly, protected  
10 the EB-5 investors and the foreign placement consultants.

11 Specifically, on April 13, 2020, the Defendants filed their Motion for Protective Order  
12 Regarding Discovery of Consultants' and Individual Investors' Confidential Information (the  
13 "First Motion for Protective Order"), seeking an order of protection so that Debtor could not  
14 obtain information about potential EB-5 investors, actual EB-5 investors who became involved  
15 in the Front Sight Project, and the foreign placement consultants and agents who worked with  
16 Defendants. A copy of which is attached hereto as **Exhibit 3**.<sup>3</sup> Defendants' First Motion for  
17 Protective Order was based on Defendants' position that (1) the information Debtor was seeking  
18 constituted trade secrets, (2) the protective order in place in the State Action was insufficient to  
19 protect the foreign investor and foreign placement consultants and agents from harm (such as  
20 harassment from Debtor), (3) the foreign investors and foreign placement consultants and agents  
21 had an expectation of privacy and confidentiality, and (4) that the information Debtor was seeking  
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27 <sup>3</sup> Debtor has filed multiple docket entries, lodging the State Court proceedings in the Adversary Proceeding.  
28 However, in doing so, Debtor failed to provide an index for the state court docket. In addition, there are hundreds, if  
not thousands of pages that are simply blank. See, e.g. AECF No. 12-1 and 12-2. As a result, LVDF and Mr. Dziubla  
are unable to find the AECF Nos. for the State Court orders and briefs referenced in this Motion. LVDF and Mr.  
Dziubla, therefore, have attached the pertinent filings as exhibits to this Motion or referenced other filings in this  
case, for ease of reference.



1 was not relevant to any of the claims and defenses in the case (including, but not limited to  
2 LVDF’s Counterclaims against Debtor or Debtor’s affirmative claims against Defendants). See  
3 id.; see also Reply in Support of Defs.’ Mot. for Prot. Order Regarding Disc. of Consultants’ and  
4 Indiv. Investors’ Confid. Info., attached hereto as **Exhibit 4**. Over Debtor’s objection, the State  
5 Court entered its Findings of Fact and Conclusions of Law and Order Granting in Part and  
6 Denying in Part Defendants’ Motion for Protective Order on June 30, 2020 (the “June 30, 2020  
7 Protective Order”). A copy of which is attached hereto as **Exhibit 5**.

8  
9 The June 30, 2020 Protective Order specifically found that Debtor was “not allowed  
10 discovery as to the Investors.” Id. at ¶ 5. The June 30, 2020 Protective Order also allowed Debtor  
11 only limited discovery on the foreign placement consultants—only as to the: (1) identities of the  
12 foreign placement consultants, (2) prior work the consultants performed on behalf of Defendants,  
13 (3) timing and the formation of those business relationships, and (4) the degree of success of those  
14 foreign placement consultants achieved for the Defendants in prior work. Id. at ¶ 7.

15  
16 Rather than complying with the June 30, 2020 Protective Order, Debtor immediately  
17 attempted to begin to find ways to contravene the June 30, 2020 Protective Order. Specifically,  
18 on two separate occasions, Debtor sent subpoenas for documents and subpoenas to third-parties  
19 seeking the same information that was subject to the June, 30, 2020 Protective Order. Both times,  
20 LVDF filed yet another motion for protective order<sup>4</sup> and each time, the Court affirmed that the  
21 June 30, 2020 Protective Order stood and that Debtor was not entitled to any documents or  
22 information about the EB-5 investors, potential EB-5 investors, and that Debtor was only entitled  
23 to information and documents regarding the foreign placement consultants for the limited  
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28 <sup>4</sup> See Exhibit 6, The EB5 Parties’ Mot. for Prot. Order Regarding Subpoenas to Simone Williams and Ethan Devine;  
**Exhibit 7**, Mot. for Protective Order re: Subpoenas for Deposition and Prod. of Docs. to Immigrant Investor Agent  
#1, Immigrant Investor Agent #2, Immigrant Investor Agent #3, and Immigrant Investor Agent #3.

1 categories set forth in the June 30, 2020 Protective Order. See Exhibit 8, Order Granting the  
2 Second Motion for Protective Order on January 25, 2021 (the “January 25, 2021 Protective  
3 Order.”); **Exhibit 9**, Order Granting the Third Motion for Protective Order on March 29, 2022  
4 (the “March 29, 2022 Protective Order”).

5  
6 Importantly, in opposition to the first of LVDF’s second subsequent motions for protective  
7 order, Debtor countermoved to “correct,” or seek for relief from, the June 30, 2020 Protective  
8 Order—i.e., to allow Debtor to obtain Defendants’ communications with the EB-5 investors,  
9 information about the actual and potential EB-5 investors, and information regarding the foreign  
10 placement consultants’ involvement in, and communications regarding, the Front Sight Project.<sup>5</sup>  
11 Not only did the Court affirm the June 30, 2020 Protective Order through the January 25, 2021  
12 Protective Order, but the January 25, 2021 Protective Order also went on to deny Debtor’s  
13 countermotion in its entirety; therefore, confirming that Debtor was never allowed (and still was  
14 not allowed) to obtain any information about the EB-5 investors and is only allowed limited  
15 information about the foreign placement consultants. *Id.*, p. 3:4-5.

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18 Debtor has not obtained any order setting aside either the January 25, 2021 or March 29,  
19 2022 protective orders. These protective orders are valid and remain in place today. See generally,  
20 AECF Court Docket.

21  
22 **B. The Protective Orders Prevent the Debtor From Obtaining Financial  
Information from LVDF and Mr. Dziubla.**

23 Debtor has also long sought information and documents on LVDF and Mr. Dziubla’s  
24 private financial information. Specifically, Debtor served written discovery requests upon LVDF  
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28 <sup>5</sup> See Exhibit 10, Opp’n to Defs.’ Mot. for Prot. Order Re. Subpoenas to Simone Williams and Ethan Devine and  
Counterpart to Correct the June 30, 2020 Order Granting in Part and Denying in Part Mot. for Prot. Order or For  
Relief From that Same Order.

1 and Mr. Dziubla in 2019 that sought the disclosure of LVDF and Mr. Dziubla’s financial  
2 information, including but not limited to, any money Mr. Dziubla, LVDF, or any other party  
3 might have received, financial records for LVDF to show incoming EB-5 funds and how those  
4 funds were spent, how LVDF spent money not distributed to Debtor, how LVDF spent any  
5 payments by Debtor, and all of LVDF and Mr. Dziubla’s monthly statements. See Mot. for Prot.  
6 Order Regarding the Defs.’ Private Financial Info., attached hereto as **Exhibit 11**. Debtor  
7 contended that it was entitled to the financial information of all Defendants (including, but not  
8 limited to, LVDF and Mr. Dziubla) because the information was necessary to prove Debtor’s  
9 claim—i.e., to prove LVDF and Mr. Dziubla engaged in bad acts and misrepresentations. See  
10 Opp’n to Defs.’ Mot. for Prot. Order Regarding the Defs.’ Private Financial Info., attached hereto  
11 as **Exhibit 12**, p. 7:13-12:12.

14 Over Debtor’s objection, the State Court entered its Order Granting Defendants’ Motion  
15 for Protective Order Regarding the Defendants’ Private Financial Information on July 10, 2020  
16 (the “July 10, 2020 Protective Order”). A copy of the July 10, 2020 Protective Order is attached  
17 hereto as **Exhibit 13**. In entering the same, the State Court specifically found that “with the  
18 exception of EB5 Impact Advisors, LLC, the EB5 Parties’ private, financial information is not  
19 relevant to Front Sight’s fraudulent misrepresentation and breach of contract claims. Therefore,  
20 the Court finds that Front Sight is not entitled to financial information from Las Vegas  
21 Development Fund, LLC, EB5 Impact Capital Regional Center, Robert W. Dziubla, Jon Fleming,  
22 or Linda Stanwood.” Id.

25 Debtor has not filed a motion to set aside the July 10, 2020 Protective Order. It remains  
26 in place today. See generally, AECF Court Docket.

1                   **C. Debtor Files a Voluntary Chapter 11 Bankruptcy Petition and Then**  
2                   **Seeks the Very Discovery Precluded by the Protective Orders.**

3                   On May 24, 2022, the Debtor filed a voluntary Chapter 11 bankruptcy petition. See, ECF  
4 No. 1. On June 23, 2022, the Debtor filed a notice of removal of the State Court Proceeding to  
5 the Bankruptcy Court by initiating adversary case number 22-ap-01116-abl. See AECF No. 1  
6 (referred to herein as the “Adversary Proceeding”).

7  
8                   After over four years of litigating the Debtor’s complaint, and at the time of Debtor’s  
9 voluntary bankruptcy petition, very little discovery remained to be completed. See, Declaration  
10 of Andrea M. Champion (“Champion Decl.”), at ¶ 20. In conjunction with the evidentiary hearing  
11 on Debtor’s Motion for Preliminary Injunction in the Adversary Action, Debtor took live  
12 testimony from Mr. Dziubla over two days. Id. at ¶ 4. Despite both the State Court and Debtor  
13 recognizing, at the conclusion of that testimony, that Debtor would need to “justify additional  
14 deposition time”<sup>6</sup> with Mr. Dziubla, Debtor went on to depose Mr. Dziubla for an additional *four*  
15 *days* in his individual capacity and on behalf of LVDF, EB5IA, and EB5IC. Id. at ¶¶ 7-9. As a  
16 result, Debtor has taken a cumulative total of six days of testimony from Mr. Dziubla. Id. at ¶ 10.  
17 On each of those instances, Debtor requested the testimony of Mr. Dziubla, Debtor, through its  
18 counsel, questioned Mr. Dziubla at length about all Debtor’s contention that LVDF and Mr.  
19 Dziubla engaged in wrongdoing, and Debtor coordinated (and presumably purchased) the  
20 transcription of Mr. Dziubla’s testimony. Id. at ¶¶ 11-12.

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23                   On July 15, 2022, Debtor electronically served and then subsequently mailed, without the  
24 requested witness fees, the subpoenas of LVDF and Mr. Dziubla. Declaration of Brian Shapiro  
25 (“Shapiro Decl.”) at ¶ 4. Debtor’s subpoenas, on their face, seek the very type of information  
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<sup>6</sup> See excerpts of the July 22, 2019 Hr’g Tr., attached hereto as **Exhibit 14**.

1 subject to the Protective Orders—i.e., information about the EB-5 investors, information about the  
2 foreign placement consultants that exceed the limited scope allowed by the June 30, 2020  
3 Protective Order, and information about LVDF and Mr. Dziubla’s financial information. See, e.g.,  
4 Ex. 1 at Request No. 7 (seeking documents regarding “the disposition of the payments made by  
5 the Debtor to You on account of the Immigrant Investor Program”); 20 (seeking communications  
6 “with any actual, potential, or prospective investor REGARDING THE LOAN”); 21 (seeking  
7 communication “with any agent and/or broker for any actual, potential, or prospective investors  
8 REGARDING THE LOAN”); 23 (requesting documents “that identify each investor and/or  
9 investment transaction RELATED TO DEBTOR. . . .”); 29 and 30 (requesting documents and  
10 communications “identifying the source of any funds used by YOU to fund the LOAN, including  
11 but not limited to the identity of any EB-5 investors”); 31 and 32 (requesting documents and  
12 communications “sufficient to identify the number of EB-5 investors and the amount of funds they  
13 contributed to fund the LOAN”), and 33 and 34 (requesting document and communications  
14 “identifying the source of any funds received by YOU from EB-5 investors . . .”).

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18 **D. The Parties’ Meet and Confer Efforts Were Not Productive.**

19 On Monday July 18, 2022, the first business day after the subpoenas were served by the  
20 Debtor, Counsel for LVDF and Mr. Dziubla reached out to Debtor’s counsel for an initial meet  
21 and confer and discussed the unavailability of counsel on August 1, 2022, the protective orders,  
22 that documents were already produced, and that Debtor’s counsel was unable to obtain such  
23 documents from his client nor state court counsel. Shapiro Decl. at ¶¶ 5-6. A second meet and  
24 confer occurred on Wednesday, July 20, 2022. Id. at ¶ 7; Champion Decl. at ¶ 23. During both  
25 meet and confers, LVDF and Mr. Dziubla explained that:  
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- Debtor was already in possession of any documents in LVDF and Mr. Dziubla’s possession, custody, and control that were not subject to a protective order entered

1 by the State Court (i.e., LVDF and Mr. Dziubla previously produced to Debtor all  
2 documents subject to disclosure);

- 3 • The above referenced Protective Orders precluded Debtor from obtaining the  
4 discovery it was now seeking;
- 5 • If Debtor's counsel was somehow not in possession of the documents previously  
6 produced by LVDF and Mr. Dziubla, LVDF and Mr. Dziubla could contact the third-  
7 party vendor that hosts LVDF and Mr. Dziubla's discovery platform and request that  
8 the vendor create and provide a load file of all of LVDF and Mr. Dziubla's previously  
9 produced documents (consistent with the limitations of the Protective Orders) at  
10 Debtor's expense; and
- Based on LVDF and Mr. Dziubla's communications with the vendor, LVDF and Mr.  
Dziubla anticipated the cost to the Debtor would be no more than \$600.00 but that  
LVDF and Mr. Dziubla would request that the vendor invoice the Debtor directly.

11 See, Shapiro Decl. at ¶¶ 7-10; Champion Decl. at ¶¶ 25-26.

12 Debtor refused every one of LVDF and Mr. Dziubla's proposals. Shapiro Decl. at ¶¶ 8-9;  
13 Champion Decl. at ¶ 27. Instead, Debtor merely took the position that it was not bound by the  
14 Protective Orders and that it was entitled to any discovery it sought from LVDF and Mr. Dziubla.  
15 Shapiro Decl. at ¶¶ 5, 8-9; Champion Decl. at ¶ 27.

17 In addition, LVDF and Mr. Dziubla explained that if the purpose of the Debtor's 2004  
18 examinations was in fact to estimate LVDF's claim (as stated in Debtor's ex-parte motions for  
19 2004 examinations), then Debtor should look to the State Court's estimation of LVDF's claim, as  
20 reflected in the April 7, 2022 Findings of Fact and Conclusions of Law and Order Granting in  
21 Part and Denying in Part LVDF's Motion to Dissolve Temporary Restraining Order.<sup>7</sup> Shapiro  
22 Decl. at ¶ 5; Champion Decl. at ¶ 24. As LVDF and Mr. Dziubla further explained, while the  
23 parties may disagree with the State Court's estimation of LVDF's claim, it will ultimately be up  
24 to the bankruptcy or state court to determine the final value of LVDF's claim. Champion Decl. at  
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<sup>7</sup> In that order, the State Court estimated LVDF's claim at \$9,741,657.51.

¶ 24. But a 2004 examination on that point is unnecessary in light of the State Court’s Order. *Id.* LVDF and Mr. Dziubla also explained that Debtor obtained six days of testimony from Mr. Dziubla and Debtor had not identified any additional information, not already adduced from Mr. Dziubla that it needed for this bankruptcy action. Shapiro Decl. at ¶ 9; Champion Decl. at ¶ 27. During the parties’ meet and confer call, Debtor failed to identify any such additional testimony and, instead, Debtor implied that it did not have Mr. Dziubla’s prior testimony. *Id.* LVDF and Mr. Dziubla offered to provide the dates of Debtor’s prior examinations of Mr. Dziubla and the court reporting information so that Debtor could obtain that testimony. Debtor refused. Shapiro Decl. at ¶ 9; Champion Decl. at ¶¶ 27-28.

Following the parties’ meet and confer calls, LVDF and Mr. Dziubla sent the Debtor a confirming letter providing the information Debtor declined and making clear that they would work with Debtor’s counsel to obtain documents that counsel could not get from the Debtor or its own counsel. A copy of that letter is attached hereto as **Exhibit 15**. Debtor did not substantively respond to LVDF and Mr. Dziubla’s letter but, instead, sent its own letter following the meet and confer call. A copy of that letter is attached hereto as **Exhibit 16**.<sup>8</sup>

### III. LEGAL ARGUMENT

#### A. Jurisdiction

This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b)(2). The basis for relief requested is 11 U.S.C. § 105(a) and Rule 9016 of the

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<sup>8</sup> Debtor, despite knowing that LVDF and Mr. Dziubla’s counsel is not available on August 1, 2022, has not yet provided alternative proposed dates for the 2004 exams, should they go forward.

1 Federal Rules of Bankruptcy Procedure, which makes Rule 45 of the Federal Rules of Civil  
2 Procedure applicable.

3 **B. Motion to Quash 2004 Exams and Subpoenas for Testimony**

4 By ex-parte motion, the Debtor obtained two orders for a Rule 2004 exams of LVDF and  
5 Mr. Dzibula for testimony pertaining to the facts and legal issues involved in the Adversary Case.  
6 In part, the 2004 exams were requested because “discovery in the removed action (Adversary  
7 Proceeding No. 22-01116-abl) has concluded.” See, ECF No. 245, p. 2-3, l. 24-2 and ECF No.  
8 246, p. 2-3, l. 24-2. Not only was Debtor’s ex-parte motion contrary to the position Debtor has  
9 taken in the Adversary Proceeding previously,<sup>9</sup> but Debtor’s 2004 exams are also intended only  
10 to cover issues which are directly and specifically part of the Adversary Proceeding. *Compare*  
11 ECF No. 245 and 246 to ECF No. 2062, p 2-45.

12 After obtaining such orders, the Debtor served two subpoenas, without the required  
13 witness fees, under Bankruptcy Rule 2004 to compel the attendance and for the request of  
14 production under LR 9016. See generally, ECF No. 274 and Declarations in Support.

15 If the noticing party refuses to reschedule a properly noticed deposition, it is incumbent  
16 on the other party to move for a protective order. *Koninklite Philips Elec. N.V. v. KXD Tech., Inc.*,  
17 2007 WL 3101248, at \*18, 2:05-cv-1532-RLH-GWF (D. Nev., Oct. 16, 2007) (citing *Abiola v.*  
18 *Abubaker*, 2007 WL 898197 (N.D. Ill. 2007)). The noticed party “does not have the option of  
19 sitting back, failing to appear, requiring the noticing party to take action, and then crying foul to  
20 the court.” Id.

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<sup>9</sup> After Debtor filed its voluntary bankruptcy petition, LVDF attempted to proceed with conducting some of the limited discovery that remained (and that was not subject to the automatic stay). Specifically, prior to Debtor filing bankruptcy, LVDF had duly noticed the deposition of Michael Meacher on June 2, 2022. Champion Decl. at ¶ 22. Mr. Meacher is a third-party defendant named in the Action. Id. Debtor refused to let Mr. Meacher or his counsel appear for that deposition and took the position that the entire Action was stayed and thus, even discovery on LVDF’s third-party claims could not proceed. Id.



1 Here, LVDF and Mr. Dziubla met and conferred with the Debtor regarding serving the  
2 discovery under the proper scope and it has refused to do so, to date. Accordingly, LVDF and Mr.  
3 Dziubla file this motion to quash and for a protective order because the Debtor (1) failed to pay  
4 the required witness fees; (2) is in violation of the pending proceeding rule; and (3) the discovery  
5 requested would violate the protective orders.  
6

7 **1. Failure to Pay Witness Fee**

8 Federal Rule of Civil Procedure 45(b)(1) provides in pertinent part that "serving a  
9 subpoena requires delivering a copy to the named person and, if the subpoena requires that  
10 person's attendance, tendering the fees for 1 day's attendance and the mileage allowed by law."  
11 Rule 45 requires the simultaneous tendering of the witness fee of \$40, per 28 U.S.C. § 1821(b),  
12 and the estimated mileage expenses, with the service of a subpoena. *CF& I Steel Corp. v. Mitsui*  
13 *& Co.*, 713 F.2d 494, 496 (9th Cir. 1983). Here, the Debtor has failed to tender the witness fee.  
14 Accordingly, the subpoenas that were served are invalid, are unenforceable and the Court should  
15 grant the motion to quash.  
16  
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18 **2. Pending Proceeding Rule**

19 Courts have denied parties the ability to take Rule 2004 examinations when an adversary  
20 proceeding is pending and related to the dispute at issue. See, *In re 2435 Plainfield Ave., Inc.*,  
21 223 B.R. 440 (Bankr. D.N.J. 1998) ("The majority of courts that have addressed this issue have  
22 prohibited a Rule 2004 exam of parties involved in or affected by an adversary proceeding while  
23 it is pending."); *In re Enron Corp.*, 281 B.R. 836, 840 (Bankr. S.D.N.Y. 2002); *In re Bennett*  
24 *Funding Group, Inc.*, 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996) ("Courts are wary of attempts to  
25 utilize Fed.R.Bankr.P. 2004 to avoid the restrictions of the Fed.R.Civ.P. in the context of  
26 adversary proceedings."); *In re Valley Forge Assocs.*, 109 B.R. 669, 675 (Bankr. E.D. Pa. 1990)  
27  
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1 ("Many courts have expressed distaste for efforts of parties to utilize [Rule] 2004 examinations  
2 to circumvent the restrictions of the [Federal Rules of Civil Procedure] in the context of adversary  
3 proceedings or contested matters."); and *Sweetland v. Szadkowski (In re Szadkowski)*, 198 B.R.  
4 140, 141 (Bankr.D.Md.1996) ("Once an adversary proceeding has commenced ... discovery may  
5 be had only pursuant to the discovery provisions of the Federal Rules of Civil Procedure").  
6

7 This is commonly referred to as the "pending proceeding rule". The Court in *In re*  
8 *Washington Mutual, Inc.*, 408 B.R. 45 (Bankr. D. Del. 2009), explained that "[t]he 'pending  
9 proceeding' rule states 'that once an adversary proceeding or contested matter has been  
10 commenced, discovery is made pursuant to Federal Rules of Bankruptcy Procedure 7026 et  
11 seq., rather than by a [Rule] 2004 examination'". *Id.* at 50. "The broad reach of a Rule 2004  
12 examination and its curtailment of the rights of the witness when compared with the witness's  
13 rights in a deposition conducted under the Federal Rules of Civil Procedure, requires that  
14 a court not treat them interchangeably. Without any limiting principles on the use of Rule  
15 2004 as a discovery tool, Rule 9014, adopting the Federal Rules of Civil Procedure for  
16 conducting discovery in contested bankruptcy matters, would be rendered superfluous. Two  
17 limiting principles on the Rule's application can be gleaned from the case law: 1) a Rule 2004  
18 examination is utilized for the purpose of identifying the assets and transactions involving a  
19 debtor's estate; and 2) it is generally used as a prelitigation device, during the short time period  
20 before a matter becomes contested." *In re Dinubilo*, 177 B.R. 932, 940 (E.D. Cal. 1993).  
21  
22

23  
24 Courts, however, will allow a party to utilize a Rule 2004 examination when the matter is  
25 not related to the pending adversary litigation. *In re International Fibercom, Inc.*, 283 B.R. 290,  
26 292-293 (Bankr. D. Ariz. 2002) (citations omitted). Those courts allowing Rule 2004  
27 examinations in pending litigation attempt to balance the expansive nature of a Rule 2004  
28

1 examination, which offers limited protection to the examinee, with the more protected discovery  
2 process of the federal discovery rules. *See e.g., In re M4 Enterprises, Inc.*, 190 B.R. 471, 475  
3 (Bankr. N.D. Ga. 1995). The court "holds the ultimate discretion whether to permit" or deny the  
4 use of Rule 2004, and the determination is best left on a case-by-case basis. *In re International*  
5 *Fibercom, Inc.*, 283 at 292-293.

7 In the context of Rule 2004 examinations, courts identify the relevant inquiry when faced  
8 with a contested matter as "whether the Rule 2004 examination will lead to the discovery  
9 of evidence relating to the pending proceeding or whether the requested examination seeks  
10 to discover evidence unrelated to the pending proceeding." *In re Brooke Corp.*, No. 08- 22786,  
11 2013 WL 3948866, at \*3 (Bankr. D. Kan. July 29, 2013) citing to *In re Washington Mutual*  
12 *Inc.*, 408 B.R. 45, 51 (Bankr. D. Del 2009).

14 Here, the Debtor is seeking information as to topics that are directly related to the  
15 Adversary Proceeding that was filed by the Debtor. The Debtor specifically stated in its ex-parte  
16 motions that the 2004 exams of LVDF AND Mr. Dziubla were "necessary to determine the  
17 undisputed portion of [LVDF's] claim (if any)" and will be on the following topics:

- 19 • The Construction Loan Agreement and Promissory Note dated October 6, 2016,  
20 as amended from time to time and all related documents (defined herein  
21 collectively as the "Loan").
- 22 • Insurance policies in place with regard to the Loan.
- 23 • Correspondence, communications and agreements regarding insurance policies in  
24 place with regard to the Loan.
- 25 • Correspondence, communications and agreements with investors, regulatory  
agencies, and any third parties with regard to the Loan.
- 26 • LVDF's allegation that the Debtor violated the restraining order entered in the  
underlying state court litigation.

26 See, ECF No. 245, p. 3 p. 4-13.

27 These are the exact same topics that are the subject of the Adversary Proceeding. Debtor  
28 confirmed as such in its July 21, 2022 letter, conceding that "[t]he purpose of the Rule 2004

1 examinations is not to harass LVDF and Mr. Dziubla, but rather to examine the transaction  
2 between LVDF and the Debtor and to determine whether there was any wrongdoing on LVDF's  
3 behalf." See, Ex. 16, p. 3. In fact, Debtor already adduced testimony from LVDF and Mr. Dziubla  
4 on the same on six occasions. Such testimony, if not already in the Debtor's possession, could be  
5 obtained by purchasing the transcripts of which the Debtor's counsel was so notified. The Debtor  
6 only seeks a 7<sup>th</sup> and 8<sup>th</sup> chance to question LVDF and Mr. Dziubla while simultaneously (and  
7 apparently) contending that discovery is closed in the Adversary Proceeding (and therefore,  
8 LVDF cannot complete the discovery the parties already agreed needed to be completed).  
9

10  
11 In addition, the Debtor is attempting to circumvent the protective orders previously  
12 entered in the Adversary Proceeding by seeking the 2004 exams. As further explained below in  
13 the request for a protective order, these topics were expressly determined not to be discoverable  
14 on numerous occasions. Debtor's feigned lack of knowledge of the protective orders does not  
15 warrant a violation of the same.  
16

17 Moreover, even the Debtor previously contended that 2004 exams in this Chapter 11 case  
18 would be improper because of the pending adversary case. When LVDF previously moved to take  
19 the 2004 exam of the Debtor, the Debtor opposed that request, stating: "Rule 2004 is thus  
20 unavailable to the movant in light thereof. *See, e.g., In re Cambridge Analytica LLC*, 600 B.R.  
21 750 (Bankr. S.D.N.Y. 2019) (denial of motion of a creditor-plaintiff in a nonbankruptcy action).  
22 The Rule 2004 Motions thus violate the 'pending proceeding rule.' *See In re National Assessment,*  
23 *Inc.*, 547 B.R. 63, 65 (Bankr. W.D.N.Y. 2016); *In re Bennett Funding*, 203 B.R. 24, 28 (Bankr.  
24 N.D.N.Y. 1996)." See, ECF No. 88, p. 4-5, l. 23-4. Despite recognizing that the  
25 "pending proceeding rule" bars the use of 2004 exams in this case to cover issues presented in the  
26  
27  
28

1 Adversary Proceeding, the Debtor never moved to quash any subpoenas nor sought a protective  
2 order. See generally, Court docket.<sup>10</sup>

3 Based upon the above, this Court, as alternative, should quash the subpoenas as they  
4 violate the pending proceeding rule.  
5

### 6 **3. Protective Order**

7 The scope of the requests of the subpoena are in violation of protective orders entered  
8 in the Adversary Proceeding and the remaining requests are duplicative of previously provided  
9 discovery. Accordingly, a protective order should be issued.  
10

11 A party issuing a subpoena shall take reasonable steps to avoid imposing undue burden or  
12 expense upon a person subject to a subpoena. FRCP 45(c)(1). A subpoena is sufficiently limited  
13 and specific in its directive where compliance to its terms would not be unreasonably  
14 burdensome. *Diamond State Ins. Co. v. Rebel Oil, Inc.*, 157 F.R.D. 691, 695 (D. Nev.  
15 1994). A Court may quash or modify a subpoena, which subjects a person to undue burden.  
16 FRCP 45(c)(3)(A)(iv). A court has broad discretion in determining whether discovery is  
17 burdensome and oppressive. *Diamond*, 157 F.R.D. at 696, citing *Little v. City of Seattle*,  
18 863 F.2d 681, 685 (9th Cir. 1988). Accordingly, a court may make any order which justice  
19 requires to protect a party or person from undue burden. *Diamond*, 157 F.R.D. at 696, citing  
20 *United States v. Columbia Broadcasting System, Inc.*, 666 F.2d 364, 369 (9th Cir. 1982) *cert.*  
21 *denied* 457 U.S. 1118, 102 S.Ct. 2929 (1982).  
22  
23

24 In this case, an order quashing the subpoenas and protecting LVDF and Mr. Dziubla is  
25 necessary for multiple reasons. First, the Debtor is requesting a second copy of documents that  
26 were previously provided to it in the Adversary Proceeding. The Debtor's counsel has advised  
27  
28

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<sup>10</sup> LVDF has not subpoenaed the Debtor nor any of its principals.

1 that Debtor's current state court counsel has failed to provide bankruptcy counsel with copies of  
2 the discovery responses and has subpoenaed LVDF and Mr. Dziubla to obtain the information  
3 instead of obtaining the documents from Debtor or proceeding against its own counsel. LVDF  
4 and Mr. Dziubla have offered to provide the Debtor with another copy of the documents LVDF  
5 and Mr. Dziubla already provided to Debtor but advised that a third-party vendor will need to  
6 create an electronic load file (LVDF and Mr. Dziubla do not have that ability) and the estimated  
7 costs to the Debtor will be \$600.00. The Debtor has refused such offer. <sup>11</sup>

9         Second, within the Adversary Proceeding, the Court entered multiple protective orders  
10 prohibiting the Debtor from obtaining documents and testimony pertaining to a variety of topics.  
11 There is no credible argument to be made that Debtor's subpoenas do not seek the same  
12 information already deemed to be protected. In fact, the vast majority of the document requests  
13 in the Subpoenas are duplicative (or substantially similar) to the very requests for productions  
14 Debtor served in the Adversary Proceeding which led to the protective orders.

15         By way of example, the subpoenas call for the production of "[a]ll DOCUMENTS in  
16 YOUR POSSESSION, CUSTODY or CONTROL identifying the source of any funds used by  
17 YOU to fund the LOAN, including but not limited to the identity of any EB-5 investors." Ex. 1  
18 at Request No. 33; see also id. at Request No. 34 (seeking the same as to communications). In  
19 addition, the Subpoenas seek the production of documents "sufficient to identify the number of  
20 EB-5 investors and the amounts they contributed to fund the LOAN" (Request No. 35),  
21 "communications . . . sufficient to identify the number of EB-5 investors and the amounts they  
22 contributed to fund the LOAN" (Request No. 36). But Debtor previously served requests for  
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Instead of agreeing to pay the third-party vendor's nominal fee, Debtor filed a Status Report complaining about LVDF and Mr. Dziubla's offer. That Status Report alone likely cost Debtor in excess of the third-party vendor's fee.

1 production seeking the very same information—all documents and communications regarding the  
2 EB-5 investors whose money was used to fund the loan and the identity of the EB-5 investors—  
3 in the Adversary Action and those requests were explicitly, and repeatedly, precluded by the  
4 Court. See, Ex. 4 at Ex.3, Request Nos. 138, 139, 158, 159; see also Ex. 5.

6 By way of another example, the Subpoenas call for the production of the documents and  
7 communications “identifying the immigration status of any EB-5 investors providing funds for  
8 the LOAN, including but not limited to whether they have submitted and/or received approval of  
9 their form I-526 or I-829, and whether they have been granted conditional residential status. Ex.  
10 1 at Request Nos. 49 and 50. Again, Debtor previously served requests for production seeking the  
11 same information and the Court precluded Debtor from doing so. Ex. 4 at Ex. 3 thereto at Request  
12 Nos. 199 and 200; see also Ex. 5.

14 Moreover, in light of the requests in Debtor’s Subpoenas, and Debtor’s representations  
15 that the 2004 exams of LVDF and Mr. Dziubla will include “[c]orrespondence, communications  
16 and agreements with investors, regulatory agencies, and any third parties with regard to the Loan”,  
17 LVDF and Mr. Dziubla expect that Debtor also intends to question LVDF and Mr. Dziubla on  
18 topics that are subject of the protective orders and the Debtor has not denied its intent to do so.

20 The dispute between the parties boils down to one issue: are the protective orders entered  
21 by the Court no longer in effect simply because Debtor has filed a voluntary bankruptcy petition?  
22 LVDF and Mr. Dziubla posit that the answer to that question is no; that the protective orders  
23 become orders of this Court upon removal and thus, are still binding on the parties.

25 Debtor is essentially arguing that it may ignore the protective orders in the pending  
26 Adversary Case and require LVDF and Mr. Dziubla to violate such orders. Without the Debtor  
27 seeking to obtain a new order, the Parties would be in violation of the protective orders. The  
28

1 Debtor should not be permitted to violate the protective orders because to do so violates the law  
2 of the case doctrine and/or the principles of the Rooker-Feldman doctrine.

3 The law of the case doctrine, which applies in bankruptcy proceedings, is applicable here.  
4  
5 See *Kipperman v. Federal Deposit Insurance Corporation (In re Commercial Money Center, Inc.)*, 392 B.R. 814, 832-33 (B.A.P. 9th Cir. 2008). In *Stacy v. Colvin*, 825 F.3d 563 (9th Cir.  
6 2016), the court observed that the “law of the case doctrine generally prohibits a court from  
7 considering an issue that has already been decided by that same court or a higher court in the same  
8 case...” Id. at 567. See *Rickert v. Specialized Loan Servicing, LLC (In re Rickert)*, BAP No. MT-  
9 20-1100-BGF, 2020 WL 7043609, at \*4 (9th Cir. BAP Dec. 1, 2020) (applying law of the case  
10 where a subsequent order in an adversary proceeding involved “precise issues that the bankruptcy  
11 court previously decided, both explicitly and implicitly, in favor of [the appellee]. As such, these  
12 issues are barred by the doctrine of law of the case.”), affd., No. 21-60003, 2021 WL 5985026  
13 (9th Cir. Dec. 16, 2021). See also, *Vaughan v. Weinstein (In re Vaughan)*, BAP No. NV-15-1254-  
14 JuKiD (B.A.P. 9th Cir. Feb. 29, 2016) citing to *United States v. Alexander*, 106 F.3d 874, 876  
15 (9th Cir. 1997) (Under the law of the case doctrine, “a court is generally precluded from  
16 reconsidering an issue that has already been decided by the same court . . .”).

17  
18  
19  
20 Similarly, if this was still a state court case, then the underlying principles of the “Rooker-  
21 Feldman” doctrine requires federal courts to give full faith and credit to the decisions of state  
22 courts. The doctrine applies in bankruptcy proceedings where the relevant dispute also is raised  
23 before a state court. See *Reusser v. Wachovia Bank, N.A.*, 525 F.3d 855, 858-59 (9th Cir. 2008).

24  
25 In this case, despite the entry of multiple protective orders, the Debtor seeks documents  
26 and testimony regarding items that are subject to protective orders. It is unreasonable and improper  
27 for the Debtor, to request such items under the guise of 2004 exams and through subpoenas when  
28



1 it is well aware that any production or testimony of those issues would be a violation of multiple  
2 protective orders. Accordingly, LVDF and Mr. Dziubla request this Court for an entry of another  
3 protective order to prevent the disclosure of such information. Put another way, LVDF and Mr.  
4 Dziubla ask this Court to reaffirm that the protective orders stand and that any subpoenas to, or  
5 2004 exams of, LVDF and Mr. Dziubla must confirm to the protective orders.<sup>12</sup>

7 **IV. CONCLUSION**

8 Having already had the chance to complete discovery on its claims in the Adversary  
9 Proceeding, Debtor is seeking to re-plow the same ground through its subpoenas and 2004 exams  
10 of LVDF and Mr. Dziubla. However, doing so would require LVDF and Mr. Dziubla to violate  
11 protective orders entered in the Adversary Action. LVDF and Mr. Dziubla, understandably, are  
12 not interested in violating protective orders at Debtor's request.

14 LVDF and Mr. Dziubla have made numerous offers to help facilitate Debtor's new counsel's  
15 ability to obtain the documents and testimony LVDF and Mr. Dziubla previously provided to  
16 Debtor in the Adversary Action. Yet, Debtor has inexplicably refused. Debtor's refusal is evidence  
17 that Debtor's subpoenas and 2004 exams are intended primarily to harass LVDF and Mr. Dziubla  
18 and to contravene the protective orders. Thus, an order quashing the subpoenas and the 2004  
19 exams, is required based upon the Debtor's failure to pay the witness fee, that it violates the  
20 pending proceeding rule and the requests violate the protective orders. Finally, a new protective  
21 order requiring Debtor to comply with the prior protective orders, is now necessary.

24 Dated 7-29-2022

*/s/ Brian D. Shapiro, Esq.*

Brian D. Shapiro, Esq.

Attorney for LVDF and Mr. Dziubla

27  
28 <sup>12</sup> As to Debtor's attempts to seek information and documents related to the EB-5 investors, potential EB-5  
investors, and foreign placement agents, LVDF and Mr. Dziubla ask this Court to reaffirm *for the fourth time* that  
Debtor is not entitled to such information.

# EXHIBIT 1

UNITED STATES BANKRUPTCY COURT

District of Nevada

In re Front Sight Management, LLC,  
Debtor

Case No. 22-11824-abl

(Complete if issued in an adversary proceeding)

Chapter 11

\_\_\_\_\_  
Plaintiff  
v.

Adv. Proc. No. \_\_\_\_\_

\_\_\_\_\_  
Defendant

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)**

To: **Las Vegas Development Fund, LLC**

**Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: **PLEASE SEE EXHIBIT 1**

PLACE <b>BG Law LLP, 300 S. 4th Street Suite 1500 Las Vegas, NV 89101</b> <b>or electronically via DropBox or similar application</b>	DATE AND TIME <b>July 29, 2022 at 9:30 a.m. PT</b>
--	---

**Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
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The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 7/15/2022

CLERK OF COURT

OR

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

  
*Attorney's signature*

The name, address, email address, and telephone number of the attorney representing (*name of party*) Front Sight Management, LLC, who issues or requests this subpoena, are: Steven T. Gubner, BG Law LLP, 300 S. 4th Street, Suite 1500, Las Vegas, NV 89101; sgubner@bg.law; (702) 835-0800

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**PROOF OF SERVICE**

**(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)**

I received this subpoena for *(name of individual and title, if any)*: \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information concerning attempted service, etc.:

**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**  
**(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)**

**(c) Place of compliance.**

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...  
**(g) Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.



1 objection or contention. Such description shall include a statement of the general nature of the  
2 document, the name of each person who executed it, the name of each person who has received the  
3 original or copies of it, the name of each person who has seen the original or any copies of it, the  
4 name of each person with whom it was discussed, and a general description of the nature and  
5 contents of the documents. Finally, you should identify and produce for inspection and copying all  
6 documents which fit the description set forth below as to which you do not assert any such privilege,  
7 objection or contention.

8 G. In producing documents, the words “and” and “or” shall be construed conjunctively  
9 or disjunctively, whichever makes the request more inclusive. The term “any” includes the word  
10 “all”; the term “all” includes the word “any.” The terms “all,” “each,” and “every” shall be  
11 construed so as to make the request more inclusive.

12 **II.**

13 **DEFINITIONS**

14 A. The terms “YOU” and “YOUR” shall refer to Las Vegas Development Fund, LLC, a  
15 Nevada limited liability company, its officers, directors, managers, members, employees, agents  
16 and/or representatives acting on its behalf.

17 B. “COMMUNICATIONS” shall mean correspondence, telephone conversations,  
18 person-to-person conversations, memoranda, e-mails (including text messages, correspondence and  
19 the like), facsimiles, telegrams, press releases, announcements, audio and video recordings and all  
20 other forms of communicating language or thought.

21 C. “DEBTOR” shall refer to debtor Front Sigh Management, LLC, its officers, directors,  
22 managers, members, employees, agents and/or representatives acting on its behalf.

23 D. “DOCUMENTS” shall mean and refer to the definition of “writing” set forth in  
24 Federal Rule of Evidence 1001, and includes the original and any non-identical duplicates, and both  
25 sides thereof, no matter how produced, prepared, stored, recorded, reproduced or transmitted, of  
26 handwriting, typewriting, printing, photostating, photographing, electronic mail (e-mail) and every  
27 other means of recording upon any tangible thing, documents stored in electronic form,  
28 computerized records, computer files and all other information capable of being retrieved from a

1 computer, and any other form of communication and representation, including letters, words,  
2 pictures, sounds, and symbols, or combinations thereof, and including correspondence, letters and  
3 other communications.

4 E. The term “LOAN” means and refers to that certain Construction Loan Agreement and  
5 Promissory Note dated October 6, 2016, as amended from time to time, entered into between YOU  
6 and the DEBTOR.

7 F. The phrase “POSSESSION, CUSTODY or CONTROL” applies to (a) a  
8 DOCUMENT in YOUR physical custody; (b) a DOCUMENT that YOU own in whole or in part; (c)  
9 a DOCUMENT that YOU have the right by contract, statute, or otherwise to use, inspect, examine,  
10 or copy on any terms; (d) a DOCUMENT for which YOU have any understanding (express or  
11 implied) that YOU may use, examine, or copy on any terms; or a DOCUMENT that YOU have, as a  
12 practical matter, the ability to use, inspect, examine, or copy.

13 G. The term “PROPERTY” means and refers to that certain 550 acres of raw land in  
14 Pahrump, Nevada, owned by the DEBTOR.

15 H. “REGARDING” shall mean, pertaining to, mentioning, discussing, including,  
16 summarizing, describing, reflecting, containing, referring to, relating to, depicting, connected with,  
17 embodying, evidencing, constituting, concerning, reporting, purporting or involving an act  
18 occurrence, event, transaction, fact, thing or course of dealing.

19 I. “RELATING,” “RELATED TO,” “EVIDENCING,” or “DEMONSTRATING” shall  
20 mean supporting, refuting, undermining, constituting, pertaining to, in connection with, reflecting,  
21 referring to, based upon, evidencing, demonstrating, stating or in any manner logically, factually,  
22 indirectly or directly, or in any other way connecting to the matter addressed in the request.

23 J. “RELEVANT PERIOD” shall mean the period of time between January 1, 2012  
24 through and including the present date.

25  
26  
27  
28 **III.**



**DOCUMENTS TO BE PRODUCED**

**REQUEST FOR PRODUCTION NO. 1:**

All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the LOAN, other than COMMUNICATIONS with YOUR counsel.

**REQUEST FOR PRODUCTION NO. 2:**

All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the LOAN, other than COMMUNICATIONS with YOUR counsel.

**REQUEST FOR PRODUCTION NO. 3:**

All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL REGARDING a detailed accounting of the LOAN, including principal, interest, sub-totaled monthly.

**REQUEST FOR PRODUCTION NO. 4:**

All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL REGARDING a detailed accounting of any and all attorneys' fees incurred related to the LOAN, sub-totaled monthly.

**REQUEST FOR PRODUCTION NO. 5:**

All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING YOUR calculation of interest under the LOAN.

**REQUEST FOR PRODUCTION NO. 6:**

All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING expenses paid by YOU RELATED TO the LOAN, including, but not limited to, expenses that were added to the balance of the LOAN and expenses paid by YOU directly.

**REQUEST FOR PRODUCTION NO. 7:**

All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING payments made by the DEBTOR to YOU on account of the LOAN.

**REQUEST FOR PRODUCTION NO. 8:**

All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING payments made by the DEBTOR to YOU on account of the Immigrant Investor Program.

1 **REQUEST FOR PRODUCTION NO. 9:**

2 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING the  
3 disposition of the payments made by the DEBTOR to YOU on account of the LOAN.

4 **REQUEST FOR PRODUCTION NO. 10:**

5 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING the  
6 disposition of the payments made by the DEBTOR to YOU on account of the Immigrant Investor  
7 Program.

8 **REQUEST FOR PRODUCTION NO. 11:**

9 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
10 YOUR allegation that the DEBTOR is in default under the LOAN.

11 **REQUEST FOR PRODUCTION NO. 12:**

12 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
13 EVIDENCING YOUR allegation that the DEBTOR is in default under the LOAN.

14 **REQUEST FOR PRODUCTION NO. 13:**

15 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
16 YOUR allegation that the DEBTOR was in default under the LOAN in 2018.

17 **REQUEST FOR PRODUCTION NO. 14:**

18 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
19 EVIDENCING YOUR allegation that the DEBTOR was in default under the LOAN in 2018.

20 **REQUEST FOR PRODUCTION NO. 15:**

21 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
22 YOUR allegation that the DEBTOR was in default under the LOAN in 2019.

23 **REQUEST FOR PRODUCTION NO. 16:**

24 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
25 EVIDENCING YOUR allegation that the DEBTOR was in default under the LOAN in 2019.

26 **REQUEST FOR PRODUCTION NO. 17:**

27 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
28 YOUR allegation that the DEBTOR was in default under the LOAN in 2020.

1 **REQUEST FOR PRODUCTION NO. 18:**

2 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
3 EVIDENCING YOUR allegation that the DEBTOR was in default under the LOAN in 2020.

4 **REQUEST FOR PRODUCTION NO. 19:**

5 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL REGARDING  
6 insurance policies in YOUR POSSESSION, CUSTODY, OR CONTROL, RELATED TO the  
7 PROPERTY.

8 **REQUEST FOR PRODUCTION NO. 20:**

9 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
10 insurer REGARDING insurance policies in YOUR POSSESSION, CUSTODY, OR CONTROL,  
11 RELATED TO the PROPERTY.

12 **REQUEST FOR PRODUCTION NO. 21:**

13 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
14 work performed by YOU in furtherance of raising funds for the DEBTOR under the Immigrant  
15 Investor Program.

16 **REQUEST FOR PRODUCTION NO. 22:**

17 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that support or  
18 refute each and every representation that YOU made to the DEBTOR REGARDING the LOAN.

19 **REQUEST FOR PRODUCTION NO. 23:**

20 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL that support  
21 or refute each and every representation that YOU made to the DEBTOR REGARDING the LOAN.

22 **REQUEST FOR PRODUCTION NO. 24:**

23 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
24 actual, potential, or prospective investors REGARDING the LOAN.

25 **REQUEST FOR PRODUCTION NO. 25:**

26 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
27 agent and/or broker for any actual, potential, or prospective investors REGARDING the LOAN.  
28

1 **REQUEST FOR PRODUCTION NO. 26:**

2 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that support or  
3 refute each and every representation that YOU made to any actual, potential, or prospective investors  
4 REGARDING the LOAN.

5 **REQUEST FOR PRODUCTION NO. 27:**

6 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL that support  
7 or refute each and every representation that YOU made to any actual, potential, or prospective  
8 investors REGARDING the LOAN.

9 **REQUEST FOR PRODUCTION NO. 28:**

10 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that identify each  
11 investor and/or investment transaction RELATED TO the DEBTOR, including, but not limited to,  
12 the identity of each investor, the country of origin of each investor, the date of the transaction, the  
13 amount of the investment, the source of the funds for the investment, the current immigration status  
14 of the investor, and the current status of the investment.

15 **REQUEST FOR PRODUCTION NO. 29:**

16 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
17 federal agency REGARDING the LOAN, including but not limited to communications with the  
18 United States Citizenship and Immigration Services (“USCIS”).

19 **REQUEST FOR PRODUCTION NO. 30:**

20 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sent to or received  
21 by YOU from any federal agency REGARDING the LOAN.

22 **REQUEST FOR PRODUCTION NO. 31:**

23 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
24 and any third party REGARDING the LOAN, other than COMMUNICATIONS with YOUR  
25 counsel.

26 **REQUEST FOR PRODUCTION NO. 32:**

27 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sent to or received  
28 by YOU from any third party REGARDING the LOAN.

1 **REQUEST FOR PRODUCTION NO. 33:**

2 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL identifying the  
3 source of any funds used by YOU to fund the LOAN, including but not limited to the identify of any  
4 EB-5 investors.

5 **REQUEST FOR PRODUCTION NO. 34:**

6 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL identifying  
7 the source of any funds used by YOU to fund the LOAN, including but not limited to the identify of  
8 any EB-5 investors.

9 **REQUEST FOR PRODUCTION NO. 35:**

10 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sufficient to  
11 identify the number of EB-5 investors and the amount of funds they contributed to fund the LOAN.

12 **REQUEST FOR PRODUCTION NO. 36:**

13 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL sufficient to  
14 identify the number of EB-5 investors and the amount of funds they contributed to fund the LOAN.

15 **REQUEST FOR PRODUCTION NO. 37:**

16 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL identifying the  
17 source of any funds received by YOU from EB-5 investors that provided funds for the LOAN,  
18 including but not limited to funds provided to Debtor, funds yet to be provided to Debtor, and funds  
19 received by YOU that have been used for purposes other than the principal of the LOAN, including  
20 but not limited to funds received by YOU or your affiliates, administrative fees, marketing fees,  
21 payments to migration companies, and payments to third-parties.

22 **REQUEST FOR PRODUCTION NO. 38:**

23 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL identifying  
24 the source of any funds received by YOU from EB-5 investors that provided funds for the LOAN,  
25 including but not limited to funds provided to Debtor, funds yet to be provided to Debtor, and funds  
26 received by YOU that have been used for purposes other than the principal of the LOAN, including  
27 but not limited to funds received by YOU or your affiliates, administrative fees, marketing fees,  
28 payments to migration companies, and payments to third-parties.

1 **REQUEST FOR PRODUCTION NO. 39:**

2 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL identifying the  
3 date(s) through which any of YOUR EB-5 investors' capital must remain at risk, as it pertains to the  
4 LOAN.

5 **REQUEST FOR PRODUCTION NO. 40:**

6 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL identifying  
7 the date(s) through which any of YOUR EB-5 investors' capital must remain at risk, as it pertains to  
8 the LOAN.

9 **REQUEST FOR PRODUCTION NO. 41:**

10 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL related to job  
11 creation resulting from the LOAN, including but not limited to expert reports and information  
12 submitted to USCIS.

13 **REQUEST FOR PRODUCTION NO. 42:**

14 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL related to  
15 job creation resulting from the LOAN, including but not limited to expert reports and information  
16 submitted to USCIS.

17 **REQUEST FOR PRODUCTION NO. 43:**

18 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL related to the  
19 number of jobs that must be created to sustain the EB-5 investors eligibility in the EB-5 program, as  
20 it pertains to the LOAN.

21 **REQUEST FOR PRODUCTION NO. 44:**

22 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL related to  
23 the number of jobs that must be created to sustain the EB-5 investors eligibility in the EB-5 program,  
24 as it pertains to the LOAN.

25 **REQUEST FOR PRODUCTION NO. 45:**

26 Any requests for evidence from USCIS received by YOU or any of YOUR EB-5 investors  
27 related to the LOAN.  
28

1 **REQUEST FOR PRODUCTION NO. 46:**

2 Any requests for evidence received by USCIS by YOU or any of YOUR EB-5 investors  
3 related to the LOAN.

4 **REQUEST FOR PRODUCTION NO. 47:**

5 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that support YOUR  
6 requests for any DOCUMENTS from DEBTOR, as it relates to the EB-5 program or the EB-5  
7 investors, including but not limited to the basis for any DOCUMENTS you claim are needed by the  
8 EB-5 investors and/or to submit to USCIS.

9 **REQUEST FOR PRODUCTION NO. 48:**

10 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL that support  
11 YOUR requests for any DOCUMENTS from DEBTOR, as it relates to the EB-5 program or the EB-  
12 5 investors, including but not limited to the basis for any DOCUMENTS you claim are needed by  
13 the EB-5 investors and/or to submit to USCIS.

14 **REQUEST FOR PRODUCTION NO. 49:**

15 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL identifying the  
16 immigration status of any of the EB-5 investors providing funds for the LOAN, including but not  
17 limited to whether they have submitted and/or received approval of their form I-526 or I-829, and  
18 whether they have been granted conditional residence status.

19 **REQUEST FOR PRODUCTION NO. 50:**

20 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL identifying  
21 the immigration status of any of the EB-5 investors providing funds for the LOAN, including but not  
22 limited to whether they have submitted and/or received approval of their form I-526 or I-829, and  
23 whether they have been granted conditional residence status.

24 **REQUEST FOR PRODUCTION NO. 51:**

25 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL related to the  
26 source of the \$2.7 million that YOU sought to loan to the DEBTOR, on or about March 11, 2022,  
27 including whether those funds were obtained from EB-5 investors.  
28

1 **REQUEST FOR PRODUCTION NO. 52:**

2 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL related to  
3 the source of the \$2.7 million that YOU sought to loan to the DEBTOR, on or about March 11,  
4 2022, including whether those funds were obtained from EB-5 investors.

5 **REQUEST FOR PRODUCTION NO. 53:**

6 All demands, complaints, arbitration demands, lawsuits, or communications or documents  
7 threatening legal action from any EB-5 investors or third-parties, excluding the DEBTOR, related to  
8 the LOAN.

9 **REQUEST FOR PRODUCTION NO. 54:**

10 All I-526 or I-829 approvals or denials received by YOU, YOUR affiliates, or EB-5  
11 investors, RELATED TO the LOAN.

12 **REQUEST FOR PRODUCTION NO. 55:**

13 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL created by the EB5  
14 Impact Advisors LLC REGARDING the LOAN.

15 **REQUEST FOR PRODUCTION NO. 56:**

16 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that YOU sent to  
17 the EB5 Impact Advisors LLC REGARDING the LOAN.

18 **REQUEST FOR PRODUCTION NO. 57:**

19 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sent by the EB5  
20 Impact Advisors LLC to any actual, potential, or prospective investor REGARDING the LOAN.

21 **REQUEST FOR PRODUCTION NO. 58:**

22 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL sent by the  
23 EB5 Impact Advisors LLC to any actual, potential, or prospective investor REGARDING the  
24 LOAN.

25 **REQUEST FOR PRODUCTION NO. 59:**

26 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL created by the EB5  
27 Impact Capital Regional Center LLC REGARDING the LOAN.

28



1 **REQUEST FOR PRODUCTION NO. 60:**

2 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that YOU sent to  
3 the EB5 Impact Capital Regional Center LLC REGARDING the LOAN.

4 **REQUEST FOR PRODUCTION NO. 61:**

5 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sent by the EB5  
6 Impact Capital Regional Center LLC to any actual, potential, or prospective investor REGARDING  
7 the LOAN.

8 **REQUEST FOR PRODUCTION NO. 62:**

9 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL sent by the  
10 EB5 Impact Capital Regional Center LLC to any actual, potential, or prospective investor  
11 REGARDING the LOAN.

12 **REQUEST FOR PRODUCTION NO. 63:**

13 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING the  
14 requirements under the Immigrant Investor Program RELATED TO the LOAN.

15 **REQUEST FOR PRODUCTION NO. 64:**

16 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL RELATED  
17 TO the requirements under the Immigrant Investor Program RELATED TO the LOAN.

18 **REQUEST FOR PRODUCTION NO. 65:**

19 All DOCUMENTS, including, but not limited to, bank statements, manuals, operating  
20 procedures, memoranda, circulars, announcements, and emails, that establish, govern, amend, or  
21 otherwise control YOUR receipt, handling, control, utilization, and/or distribution of the money  
22 received from the actual, potential, or prospective investors and/or EB-5 visa applicants RELATED  
23 TO the LOAN.

24 **REQUEST FOR PRODUCTION NO. 66:**

25 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL REGARDING  
26 YOUR allegation that the DEBTOR violated the *Order Granting Las Vegas Development Fund*  
27 *LLC's Application for a Temporary Restraining Order and Motion for Preliminary Injunction to*  
28 *Prevent Transfer, Waste, and Destruction of Las Vegas Development Fund, LLC's Security and*

1 *Collateral*, entered in the styled *Front Sight Management LLC v. Las Vegas Development Fund*  
2 *LLC, at al.*, Case No. A-18-781084-B, in the Eighth Judicial District Court, Clark County, Nevada.

3 **REQUEST FOR PRODUCTION NO. 67:**

4 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
5 REGARDING YOUR allegation that the DEBTOR violated the *Order Granting Las Vegas*  
6 *Development Fund LLC's Application for a Temporary Restraining Order and Motion for*  
7 *Preliminary Injunction to Prevent Transfer, Waste, and Destruction of Las Vegas Development*  
8 *Fund, LLC's Security and Collateral*, entered in the styled *Front Sight Management LLC v. Las*  
9 *Vegas Development Fund LLC, at al.*, Case No. A-18-781084-B, in the Eighth Judicial District  
10 Court, Clark County, Nevada.

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B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT
District of Nevada

In re Front Sight Management, LLC
Debtor

Case No. 22-11824-abl
Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Person(s) Most Knowledgeable for Las Vegas Development Fund, LLC

[X] Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

Table with 2 columns: PLACE (Via Zoom - Instructions to Follow Separately) and DATE AND TIME (August 1, 2022 at 9:30 a.m. PT)

The examination will be recorded by this method: By audio and/or video technology in addition to stenographically

[ ] Production: You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 7/15/2022

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Front Sight Management, LLC, who issues or requests this subpoena, are:

Steven T. Gubner, BG Law LLP, 300 S. 4th Street, Suite 1500, Las Vegas, NV 89101; sgubner@bg.law; (702) 835-0800

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**PROOF OF SERVICE**

**(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)**

I received this subpoena for *(name of individual and title, if any)*: \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information concerning attempted service, etc.:

**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**  
**(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)**

**(c) Place of compliance.**

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...  
**(g) Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

# EXHIBIT 2

UNITED STATES BANKRUPTCY COURT

District of Nevada

In re Front Sight Management LLC  
Debtor

Case No. 22-11824-abl

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff  
v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Robert Dziubla  
(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Exhibit 1 attached hereto.

Table with 2 columns: PLACE (BG Law LLP, 300 4th Street, Suite 1500, Las Vegas, NV 89101 or electronically via DropBox or similar application) and DATE AND TIME (07/29/22 9:30 am)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Front Sight Management LLC, who issues or requests this subpoena, are:

Steven T. Gubner, BG Law LLP, 300 S. 4th Street, Suite 1500, Las Vegas, NV 89101; sgubner@bg.law; (702) 835-0800

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**PROOF OF SERVICE**

**(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)**

I received this subpoena for *(name of individual and title, if any)*: \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information concerning attempted service, etc.:



**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**  
**(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)**

**(c) Place of compliance.**

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...  
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.



1 objection or contention. Such description shall include a statement of the general nature of the  
2 document, the name of each person who executed it, the name of each person who has received the  
3 original or copies of it, the name of each person who has seen the original or any copies of it, the  
4 name of each person with whom it was discussed, and a general description of the nature and  
5 contents of the documents. Finally, you should identify and produce for inspection and copying all  
6 documents which fit the description set forth below as to which you do not assert any such privilege,  
7 objection or contention.

8 G. In producing documents, the words “and” and “or” shall be construed conjunctively  
9 or disjunctively, whichever makes the request more inclusive. The term “any” includes the word  
10 “all”; the term “all” includes the word “any.” The terms “all,” “each,” and “every” shall be  
11 construed so as to make the request more inclusive.

12 **II.**

13 **DEFINITIONS**

14 A. The terms “YOU” and “YOUR” shall refer to Robert Dziubla, and any attorneys,  
15 agents and/or representatives acting on your behalf.

16 B. “COMMUNICATIONS” shall mean correspondence, telephone conversations,  
17 person-to-person conversations, memoranda, e-mails (including text messages, correspondence and  
18 the like), facsimiles, telegrams, press releases, announcements, audio and video recordings and all  
19 other forms of communicating language or thought.

20 C. “DEBTOR” shall refer to debtor Front Sigh Management, LLC, its officers, directors,  
21 managers, members, employees, agents and/or representatives acting on its behalf.

22 D. “DOCUMENTS” shall mean and refer to the definition of “writing” set forth in  
23 Federal Rule of Evidence 1001, and includes the original and any non-identical duplicates, and both  
24 sides thereof, no matter how produced, prepared, stored, recorded, reproduced or transmitted, of  
25 handwriting, typewriting, printing, photostating, photographing, electronic mail (e-mail) and every  
26 other means of recording upon any tangible thing, documents stored in electronic form,  
27 computerized records, computer files and all other information capable of being retrieved from a  
28 computer, and any other form of communication and representation, including letters, words,

1 pictures, sounds, and symbols, or combinations thereof, and including correspondence, letters and  
2 other communications.

3 E. The term “LOAN” means and refers to that certain Construction Loan Agreement and  
4 Promissory Note dated October 6, 2016, as amended from time to time, entered into between LVDF  
5 and the DEBTOR.

6 F. The Term “LVDF” shall refer to Las Vegas Development Fund, LLC, a Nevada  
7 limited liability company, its officers, directors, managers, members, employees, agents and/or  
8 representatives acting on its behalf.

9 G. The phrase “POSSESSION, CUSTODY or CONTROL” applies to (a) a  
10 DOCUMENT in YOUR physical custody; (b) a DOCUMENT that YOU own in whole or in part; (c)  
11 a DOCUMENT that YOU have the right by contract, statute, or otherwise to use, inspect, examine,  
12 or copy on any terms; (d) a DOCUMENT for which YOU have any understanding (express or  
13 implied) that YOU may use, examine, or copy on any terms; or a DOCUMENT that YOU have, as a  
14 practical matter, the ability to use, inspect, examine, or copy.

15 H. The term “PROPERTY” means and refers to that certain 550 acres of raw land in  
16 Pahrump, Nevada, owned by the DEBTOR.

17 I. “REGARDING” shall mean, pertaining to, mentioning, discussing, including,  
18 summarizing, describing, reflecting, containing, referring to, relating to, depicting, connected with,  
19 embodying, evidencing, constituting, concerning, reporting, purporting or involving an act  
20 occurrence, event, transaction, fact, thing or course of dealing.

21 J. “RELATING,” “RELATED TO,” “EVIDENCING,” or “DEMONSTRATING” shall  
22 mean supporting, refuting, undermining, constituting, pertaining to, in connection with, reflecting,  
23 referring to, based upon, evidencing, demonstrating, stating or in any manner logically, factually,  
24 indirectly or directly, or in any other way connecting to the matter addressed in the request.

25 K. “RELEVANT PERIOD” shall mean the period of time between January 1, 2012  
26 through and including the present date.

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1 III.

2 **DOCUMENTS TO BE PRODUCED**

3 **REQUEST FOR PRODUCTION NO. 1:**

4 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the  
5 LOAN, other than COMMUNICATIONS with YOUR counsel.

6 **REQUEST FOR PRODUCTION NO. 2:**

7 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL RELATED  
8 TO the LOAN, other than COMMUNICATIONS with YOUR counsel.

9 **REQUEST FOR PRODUCTION NO. 3:**

10 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
11 expenses paid by YOU RELATED TO the LOAN, including, but not limited to, expenses that were  
12 added to the balance of the LOAN and expenses paid by YOU directly.

13 **REQUEST FOR PRODUCTION NO. 4:**

14 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
15 payments made by the DEBTOR to YOU on account of the LOAN.

16 **REQUEST FOR PRODUCTION NO. 5:**

17 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
18 payments made by the DEBTOR to YOU on account of the Immigrant Investor Program.

19 **REQUEST FOR PRODUCTION NO. 6:**

20 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING the  
21 disposition of the payments made by the DEBTOR to YOU on account of the LOAN.

22 **REQUEST FOR PRODUCTION NO. 7:**

23 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING the  
24 disposition of the payments made by the DEBTOR to YOU on account of the Immigrant Investor  
25 Program.

26 **REQUEST FOR PRODUCTION NO. 8:**

27 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
28 YOUR allegation that the DEBTOR is in default under the LOAN.

1 **REQUEST FOR PRODUCTION NO. 9:**

2 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
3 EVIDENCING YOUR allegation that the DEBTOR is in default under the LOAN.

4 **REQUEST FOR PRODUCTION NO. 10:**

5 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
6 YOUR allegation that the DEBTOR was in default under the LOAN in 2018.

7 **REQUEST FOR PRODUCTION NO. 11:**

8 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
9 EVIDENCING YOUR allegation that the DEBTOR was in default under the LOAN in 2018.

10 **REQUEST FOR PRODUCTION NO. 12:**

11 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
12 YOUR allegation that the DEBTOR was in default under the LOAN in 2019.

13 **REQUEST FOR PRODUCTION NO. 13:**

14 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
15 EVIDENCING YOUR allegation that the DEBTOR was in default under the LOAN in 2019.

16 **REQUEST FOR PRODUCTION NO. 14:**

17 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
18 YOUR allegation that the DEBTOR was in default under the LOAN in 2020.

19 **REQUEST FOR PRODUCTION NO. 15:**

20 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
21 EVIDENCING YOUR allegation that the DEBTOR was in default under the LOAN in 2020.

22 **REQUEST FOR PRODUCTION NO. 16:**

23 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL REGARDING  
24 insurance policies in YOUR POSSESSION, CUSTODY, OR CONTROL, RELATED TO the  
25 PROPERTY.  
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1 **REQUEST FOR PRODUCTION NO. 17:**

2 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
3 insurer REGARDING insurance policies in YOUR POSSESSION, CUSTODY, OR CONTROL,  
4 RELATED TO the PROPERTY.

5 **REQUEST FOR PRODUCTION NO. 18:**

6 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING  
7 work performed by YOU in furtherance of raising funds for the DEBTOR under the Immigrant  
8 Investor Program.

9 **REQUEST FOR PRODUCTION NO. 19:**

10 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that support or  
11 refute each and every representation that YOU made to the DEBTOR REGARDING the LOAN.

12 **REQUEST FOR PRODUCTION NO. 20:**

13 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
14 actual, potential, or prospective investors REGARDING the LOAN.

15 **REQUEST FOR PRODUCTION NO. 21:**

16 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
17 agent and/or broker for any actual, potential, or prospective investors REGARDING the LOAN.

18 **REQUEST FOR PRODUCTION NO. 22:**

19 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that support or  
20 refute each and every representation that YOU made to any actual, potential, or prospective investors  
21 REGARDING the LOAN.

22 **REQUEST FOR PRODUCTION NO. 23:**

23 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that identify each  
24 investor and/or investment transaction RELATED TO the DEBTOR, including, but not limited to,  
25 the identity of each investor, the country of origin of each investor, the date of the transaction, the  
26 amount of the investment, the source of the funds for the investment, the current immigration status  
27 of the investor, and the current status of the investment.  
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1 **REQUEST FOR PRODUCTION NO. 24:**

2 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
3 federal agency REGARDING the LOAN.

4 **REQUEST FOR PRODUCTION NO. 25:**

5 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sent to or received  
6 by YOU from any federal agency REGARDING the LOAN.

7 **REQUEST FOR PRODUCTION NO. 26:**

8 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL with any  
9 and any third party REGARDING the LOAN, other than COMMUNICATIONS with YOUR  
10 counsel.

11 **REQUEST FOR PRODUCTION NO. 27:**

12 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sent to or received  
13 by YOU from any third party REGARDING the LOAN.

14 **REQUEST FOR PRODUCTION NO. 28:**

15 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sent to or received  
16 by YOU from any third party REGARDING the LOAN.

17 **REQUEST FOR PRODUCTION NO. 29:**

18 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL identifying the  
19 source of any funds used by YOU to fund the LOAN, including but not limited to the identify of any  
20 EB-5 investors.

21 **REQUEST FOR PRODUCTION NO. 30:**

22 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL identifying  
23 the source of any funds used by YOU to fund the LOAN, including but not limited to the identify of  
24 any EB-5 investors.

25 **REQUEST FOR PRODUCTION NO. 31:**

26 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sufficient to  
27 identify the number of EB-5 investors and the amount of funds they contributed to fund the LOAN.  
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1 **REQUEST FOR PRODUCTION NO. 32:**

2 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL sufficient to  
3 identify the number of EB-5 investors and the amount of funds they contributed to fund the LOAN.

4 **REQUEST FOR PRODUCTION NO. 33:**

5 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL identifying the  
6 source of any funds received by YOU from EB-5 investors that provided funds for the LOAN,  
7 including but not limited to funds provided to Debtor, funds yet to be provided to Debtor, and funds  
8 received by YOU that have been used for purposes other than the principal of the LOAN, including  
9 but not limited to funds received by YOU or your affiliates, administrative fees, marketing fees,  
10 payments to migration companies, and payments to third-parties.

11 **REQUEST FOR PRODUCTION NO. 34:**

12 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL identifying  
13 the source of any funds received by YOU from EB-5 investors that provided funds for the LOAN,  
14 including but not limited to funds provided to Debtor, funds yet to be provided to Debtor, and funds  
15 received by YOU that have been used for purposes other than the principal of the LOAN, including  
16 but not limited to funds received by YOU or your affiliates, administrative fees, marketing fees,  
17 payments to migration companies, and payments to third-parties.

18 **REQUEST FOR PRODUCTION NO. 35:**

19 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL identifying the  
20 date(s) through which any of YOUR EB-5 investors' capital must remain at risk, as it pertains to the  
21 LOAN.

22 **REQUEST FOR PRODUCTION NO. 36:**

23 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL identifying  
24 the date(s) through which any of YOUR EB-5 investors' capital must remain at risk, as it pertains to  
25 the LOAN.

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1 **REQUEST FOR PRODUCTION NO. 37:**

2 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL related to job  
3 creation resulting from the LOAN, including but not limited to expert reports and information  
4 submitted to USCIS.

5 **REQUEST FOR PRODUCTION NO. 38:**

6 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL related to  
7 job creation resulting from the LOAN, including but not limited to expert reports and information  
8 submitted to USCIS.

9 **REQUEST FOR PRODUCTION NO. 39:**

10 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL related to the  
11 number of jobs that must be created to sustain the EB-5 investors eligibility in the EB-5 program, as  
12 it pertains to the LOAN.

13 **REQUEST FOR PRODUCTION NO. 40:**

14 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL related to  
15 the number of jobs that must be created to sustain the EB-5 investors eligibility in the EB-5 program,  
16 as it pertains to the LOAN.

17 **REQUEST FOR PRODUCTION NO. 41:**

18 Any requests for evidence from USCIS received by YOU or any of YOUR EB-5 investors  
19 related to the LOAN.

20 **REQUEST FOR PRODUCTION NO. 42:**

21 Any requests for evidence received by USCIS by YOU or any of YOUR EB-5 investors  
22 related to the LOAN.

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1 **REQUEST FOR PRODUCTION NO. 43:**

2 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that support YOUR  
3 requests for any DOCUMENTS from DEBTOR, as it relates to the EB-5 program or the EB-5  
4 investors, including but not limited to the basis for any DOCUMENTS you claim are needed by the  
5 EB-5 investors and/or to submit to USCIS.

6 **REQUEST FOR PRODUCTION NO. 44:**

7 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL that support  
8 YOUR requests for any DOCUMENTS from DEBTOR, as it relates to the EB-5 program or the EB-  
9 5 investors, including but not limited to the basis for any DOCUMENTS you claim are needed by  
10 the EB-5 investors and/or to submit to USCIS.

11 **REQUEST FOR PRODUCTION NO. 45:**

12 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL identifying the  
13 immigration status of any of the EB-5 investors providing funds for the LOAN, including but not  
14 limited to whether they have submitted and/or received approval of their form I-526 or I-829, and  
15 whether they have been granted conditional residence status.

16 **REQUEST FOR PRODUCTION NO. 46:**

17 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL identifying  
18 the immigration status of any of the EB-5 investors providing funds for the LOAN, including but not  
19 limited to whether they have submitted and/or received approval of their form I-526 or I-829, and  
20 whether they have been granted conditional residence status.

21 **REQUEST FOR PRODUCTION NO. 47:**

22 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL related to the  
23 source of the \$2.7 million that YOU sought to loan to the DEBTOR, on or about March 11, 2022,  
24 including whether those funds were obtained from EB-5 investors.

25 **REQUEST FOR PRODUCTION NO. 48:**

26 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL related to  
27 the source of the \$2.7 million that YOU sought to loan to the DEBTOR, on or about March 11,  
28 2022, including whether those funds were obtained from EB-5 investors.

1 **REQUEST FOR PRODUCTION NO. 49:**

2 All demands, complaints, arbitration demands, lawsuits, or communications or documents  
3 threatening legal action from any EB-5 investors or third-parties, excluding the DEBTOR, related to  
4 the LOAN.

5 **REQUEST FOR PRODUCTION NO. 50:**

6 All I-526 or I-829 approvals or denials received by YOU, YOUR affiliates, or EB-5  
7 investors, RELATED TO the LOAN.

8 **REQUEST FOR PRODUCTION NO. 51:**

9 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL created by the EB5  
10 Impact Advisors LLC REGARDING the LOAN.

11 **REQUEST FOR PRODUCTION NO. 52:**

12 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that YOU sent to  
13 the EB5 Impact Advisors LLC REGARDING the LOAN.

14 **REQUEST FOR PRODUCTION NO. 53:**

15 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sent by the EB5  
16 Impact Advisors LLC to any actual, potential, or prospective investor REGARDING the LOAN.

17 **REQUEST FOR PRODUCTION NO. 54:**

18 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL sent by the  
19 EB5 Impact Advisors LLC to any actual, potential, or prospective investor REGARDING the  
20 LOAN.

21 **REQUEST FOR PRODUCTION NO. 55:**

22 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL created by the EB5  
23 Impact Capital Regional Center LLC REGARDING the LOAN.

24 **REQUEST FOR PRODUCTION NO. 56:**

25 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that YOU sent to  
26 the EB5 Impact Capital Regional Center LLC REGARDING the LOAN.

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1 **REQUEST FOR PRODUCTION NO. 57:**

2 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL sent by the EB5  
3 Impact Capital Regional Center LLC to any actual, potential, or prospective investor REGARDING  
4 the LOAN.

5 **REQUEST FOR PRODUCTION NO. 58:**

6 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL sent by the  
7 EB5 Impact Capital Regional Center LLC to any actual, potential, or prospective investor  
8 REGARDING the LOAN.

9 **REQUEST FOR PRODUCTION NO. 59:**

10 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL EVIDENCING the  
11 requirements under the Immigrant Investor Program RELATED TO the LOAN.

12 **REQUEST FOR PRODUCTION NO. 60:**

13 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL RELATED  
14 TO the requirements under the Immigrant Investor Program RELATED TO the LOAN.

15 **REQUEST FOR PRODUCTION NO. 61:**

16 All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL REGARDING  
17 YOUR allegation that the DEBTOR violated the *Order Granting Las Vegas Development Fund*  
18 *LLC's Application for a Temporary Restraining Order and Motion for Preliminary Injunction to*  
19 *Prevent Transfer, Waste, and Destruction of Las Vegas Development Fund, LLC's Security and*  
20 *Collateral*, entered in the styled *Front Sight Management LLC v. Las Vegas Development Fund*  
21 *LLC, at al.*, Case No. A-18-781084-B, in the Eighth Judicial District Court, Clark County, Nevada.

22 **REQUEST FOR PRODUCTION NO. 62:**

23 All COMMUNICATIONS in YOUR POSSESSION, CUSTODY or CONTROL  
24 REGARDING YOUR allegation that the DEBTOR violated the *Order Granting Las Vegas*  
25 *Development Fund LLC's Application for a Temporary Restraining Order and Motion for*  
26 *Preliminary Injunction to Prevent Transfer, Waste, and Destruction of Las Vegas Development*  
27 *Fund, LLC's Security and Collateral*, entered in the styled *Front Sight Management LLC v. Las*  
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1 *Vegas Development Fund LLC, at al.*, Case No. A-18-781084-B, in the Eighth Judicial District  
2 Court, Clark County, Nevada.

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B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

# UNITED STATES BANKRUPTCY COURT

District of Nevada

In re Front Sight Management LLC  
Debtor

Case No. 22-11824-abl

Chapter 11

## AMENDED SUBPOENA FOR RULE 2004 EXAMINATION

To: Robert Dziubla  
*(Name of person to whom the subpoena is directed)*

**Testimony:** YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE Via Zoom - Instructions to Follow Separately	DATE AND TIME August 1, 2022 at 1:00 p.m.
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The examination will be recorded by this method: By audio and/or video technology in addition to stenographically

**Production:** You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 7/18/2022

CLERK OF COURT  
  
\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

OR  
  
  
\_\_\_\_\_  
*Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* Front Sight Management LLC, who issues or requests this subpoena, are:

Steven T. Gubner, BG Law LLP, 300 S. 4th Street, Suite 1500, Las Vegas, NV 89101; sgubner@bg.law; (702) 835-0800

### Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**PROOF OF SERVICE**

**(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)**

I received this subpoena for *(name of individual and title, if any)*: \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information concerning attempted service, etc.:

\_\_\_\_\_



**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**  
**(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)**

**(c) Place of compliance.**

*(1) For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

*(2) For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

*(1) Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

*(2) Command to Produce Materials or Permit Inspection.*

*(A) Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

*(B) Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

*(3) Quashing or Modifying a Subpoena.*

*(A) When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

*(B) When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

*(C) Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

*(1) Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

*(A) Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

*(B) Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

*(C) Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

*(D) Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

*(2) Claiming Privilege or Protection.*

*(A) Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

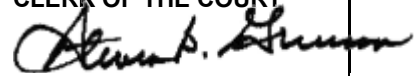
- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

*(B) Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

*(g) Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

# EXHIBIT 3

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LAS VEGAS DEVELOPMENT FUND LLC,  
13 EB5 IMPACT CAPITAL REGIONAL CENTER, LLC,  
EB6 IMPACT ADVISORS, LLC, ROBERT W. DZIUBLA,  
14 JON FLEMING and LINDA STANWOOD

15 **EIGHTH JUDICIAL DISTRICT COURT**  
16 **CLARK COUNTY, STATE OF NEVADA**

17 FRONT SIGHT MANAGEMENT, LLC., a )  
18 Nevada Limited Liability Company, )  
19 Plaintiff, )  
20 v. )  
21 LAS VEGAS DEVELOPMENT FUND LLC, )  
et al., )  
22 Defendants. )

CASE NO.: A-18-781084-B  
DEPT NO.: XVI  
**DEFENDANTS' MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS' AND  
INDIVIDUAL INVESTORS'  
CONFIDENTIAL INFORMATION**

23 \_\_\_\_\_ )  
24 ALL RELATED CONTERCLAIMS )  
25 )  
26 \_\_\_\_\_ )

Date: May 6, 2020  
Time: 9:00 a.m.

1 Defendants, LAS VEGAS DEVELOPMENT FUND LLC; EB5 IMPACT CAPITAL  
2 REGIONAL CENTER LLC; EB5 IMPACT ADVISORS LLC; ROBERT W. DZIUBLA; JON  
3 FLEMING; and LINDA STANWOOD by and through their counsel of record, hereby move the  
4 Court pursuant to Nevada Rules of Civil Procedure 26 and Nev. Rev. Stat. Ann. § 600A.070 for a  
5 Protective Order preventing discovery of: (1) investors’ names and personal information; (2)  
6 agents’ and consultants’ names; (3) terms of payment, and (4) information regarding how Las  
7 Vegas Development Fund—i.e., the lender—utilized the interest and success fees it was paid for  
8 securing and disbursing the loan proceeds.

9 This Motion is made and based upon the pleadings and papers on file herein, the following  
10 Memorandum of Points and Authorities, the Declarations of C. Keith Greer and Robert Dziubla  
11 filed herewith, and any oral argument the Court may hear.

12 DATED this 13<sup>th</sup> day of April 2020.

**FARMER CASE & FEDOR**

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/s/ Kathryn Holbert  
KATHRYN HOLBERT, ESQ.  
Attorneys for Defendants  
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LLC., EB5 IMPACT CAPITAL REGIONAL  
CENTER, LLC, EB6 IMPACT ADVISORS,  
LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND SUMMARY OF ARGUMENTS**

3 Defendant Las Vegas Development Fund (“LVD Fund”) loaned Plaintiff in excess of six  
4 million dollars in accordance with the requirements of the federal EB5 program. After taking this  
5 money, Plaintiff has conjured a myriad of specious causes of action in an effort to dodge its  
6 obligation to repay this loan. In furtherance of these efforts, Plaintiff has propounded discovery  
7 designed to harass and annoy LVD. Specifically, Plaintiff seeks to obtain a list of names, contact  
8 information, and private personal information of all individuals who invested in LVD Fund, and  
9 also to obtain protected information regarding the identities of LVD Fund’s Foreign Placement  
10 Consultants and the terms of their engagement. However, the requested information is not  
11 appropriate for discovery on the grounds that such information is: (a) a protected trade secret; (b)  
12 protected private personal identifying information; and/or (c) confidential personal financial  
13 information regarding the investors and consultants.  
14

15  
16 All information regarding LVD Fund’s immigrant investors is confidential, proprietary  
17 and not relevant to this action and should be protected from disclosure. Moreover, such  
18 information regarding immigrant investors implicates the privacy rights of those non-party  
19 immigrant investors and Defendants. Thus, Defendants are obligated to: (1) protect such privacy  
20 rights; and (2) take reasonable steps to provide notice and an opportunity to be heard for those  
21 individuals to protect their own privacy rights. *See, e.g., Valley Bank of Nevada v. Superior*  
22 *Court*, 15 Cal. 3d 652, 658 (1975).  
23

24 In addition to the sought information being private and confidential, the requested  
25 information is irrelevant to any claims or defenses in this action, is not admissible, and is not  
26 likely to lead to the discovery of admissible evidence. Indeed, consideration of the nature of the  
27 information sought and the fact that it has no relevance to the claims and defenses at issue leads  
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1 to but one reasonable conclusion: Plaintiff's true intent in seeking this information is to harass,  
2 annoy, embarrass, and/or oppress Defendants, the individual investors, and consultants, and to  
3 otherwise cause Defendants undue burden or expense.

4 **II. STATEMENT OF FACTS**

5 Although this court is generally familiar with the Construction Loan Agreement ("CLA"),  
6 which is the subject matter of this case, it is important for purposes of this motion to highlight  
7 certain fundamental structural aspects of the transactions involved herein. Understanding the  
8 structure of the transaction is critical to understanding the importance of this motion for  
9 Protective Order.

10  
11 LVD Fund was formed as a new LLC for the specific purpose of raising funds from  
12 foreign investors. In turn, those funds were to be used to provide loan financing to Front Sight  
13 for construction of the Project. LVD Fund then sponsored an offering to foreign investors to  
14 finance the project. Importantly, the investors who subscribed to the offering are investors in  
15 LVD Fund; they are NOT investors in Front Sight. LVD Fund then used the investment funds  
16 raised to make a loan to Front Sight for construction of the Project as memorialized by the CLA.  
17 Therefore, the structure here was NOT an equity investment in Front Sight. The subscription  
18 agreement specifically references this fact: "I understand that the Unit is being sold by the Issuer  
19 and not by the Borrower, Front Sight Management LLC, or the Manager of the Facilities being  
20 developed, LaTour Resorts and Hotels or any of their respective members, managers or affiliates."  
21  
22 (Dziubla Decl. Exhibit 3, Subscription Agreement, ¶7(g)).

23  
24 Thus, the investors in LVD Fund for whom Front Sight now seeks discovery on bear the  
25 same relationship to Front Sight as the shareholders of Bank of America have to individuals who  
26 receive a mortgage loan from Bank of America. Viewed from this perspective, it is inconceivable  
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28

1 that a borrower in a dispute with Bank of America would be permitted to conduct discovery  
2 regarding the identity of each of the Bank of America shareholders.

3 Plaintiff also seeks discovery regarding the Foreign Placement Agent and Consultants  
4 engaged by LVD Fund to promote the investments. Again, this is information regarding  
5 individuals and entities who were engaged to promote investment in LVD Fund, not in Front  
6 Sight. As set forth more fully below, this information is protected from discovery as a trade secret  
7 of LVD Fund.  
8

9 Additionally, the agreements between LVD Fund and its foreign placement consultants  
10 also contain specific confidentiality provisions which make the information sought non-  
11 discoverable. The Consultant Fee Agreements generally provide “the following shall be deemed  
12 Confidential Information: (a) marketing plans; (b) investor lists and contacts; (c) identities of  
13 actual or prospective Investors; (d) cost, profit, and other financial data; and (e) trade secrets.”  
14 (Dziubla Decl. Exhibit 2, Exemplar Immigration Consulting Fee Agreement at ¶10).  
15

16 **III. ARGUMENT**

17 **A. Legal Standard for Motion for Protective Order**

18 A protective order is used to protect a party or person from annoyance, embarrassment,  
19 oppression, or undue burden or expense, including but not limited to, preventing disclosure of  
20 trade secrets and other confidential information.

21 Nevada Rule of Civil Procedure 26(c) concerning Protective Orders reads in pertinent  
22 part:

23 (1) In General. A party or any person from whom discovery is sought may  
24 move for a protective order in the court where the action is pending . . . The court  
25 may, for good cause, issue an order to protect a party or person from annoyance,  
26 embarrassment, oppression, or undue burden or expense, including one or more of  
the following: . . .

27 (D) forbidding inquiry into certain matters, or limiting the scope of  
disclosure or discovery to certain matters . . .



1 (G) requiring that a trade secret or other confidential research,  
2 development, or commercial information not be revealed or be revealed only in a  
3 specified way[.]

4 Generally, “[d]iscovery matters are within the district court's sound discretion” *Club Vista*  
5 *Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249 (2012).  
6 “Protective orders, in turn, are governed by NRCP 26(c)(2), which permits a district court, ‘for  
7 good cause shown,’ to ‘protect a party ... from annoyance, embarrassment, oppression, or undue  
8 burden or expense.’” *Okada v. Eighth Jud. Dist. Ct.*, 131 Nev. 834, 840 (2015).

9 **B. A Protective Order is Necessary to Protect the Disclosure of LVDF’s  
10 Confidential, Private and Trade Secret Information.**

11 Front Sight requests various information concerning the relationship between LVD Fund  
12 and its foreign agents and investors. For example, Request No. 130 specifically would require  
13 production of confidential agreements with LVD Fund’s Foreign Placement Agents and  
14 Immigration Consultants. However, those agreements specifically contain confidentiality clauses  
15 designed specifically to prevent such disclosure. As set forth in the redacted exemplar agreement  
16 attached to the Dziubla Declaration:

17 Confidentiality. From time to time during the Term of this Agreement, either party  
18 (as the "Disclosing Party") may disclose or make available to the other party (as the  
19 "Receiving Party") information about its business affairs, confidential intellectual  
20 property, trade secrets, third-party confidential information, and other sensitive or  
21 proprietary information, whether orally or in written, electronic, or other form or  
22 media, and whether or not marked, designated, or otherwise identified as  
23 "confidential" (collectively, "Confidential Information"). . . . The Receiving Party  
24 shall: (A) protect and safeguard the confidentiality of the Disclosing Party's  
25 Confidential Information with at least the same degree of care as the Receiving  
26 Party would use to protect its own Confidential Information, but in no event with  
27 less than a commercially reasonable degree of care; (B) not use the Disclosing  
28 Party's Confidential Information, or permit it to be accessed or used, for any  
purpose other than to exercise its rights or perform its obligations under this  
Agreement; and (C) not disclose any such Confidential Information to any person  
or entity, except to the Receiving Party's representatives who need to know the  
Confidential Information to assist the Receiving Party, or act on its behalf, to  
exercise its rights, or to perform its obligations under the Agreement.

(Dziubla Declaration, Exhibit 2).



1 Similarly, Request No. 138 requests details as to every payment and/or transfer of money  
2 or property made to LVD Fund by any foreign or immigrant investor from 2012 to the present.  
3 Request No. 139 is an even broader intrusion into information regarding the individual investors:  
4 “Please provide copies of all documents which identify or contain the details of each and every  
5 EB-5 investor and/or investment transaction related to the Front Sight project, including but not  
6 limited to the identity of the person or entity involved, the address of the person or entity  
7 investing, the country of origin of the person or entity investing, the contact information for the  
8 agent of the EB-5 investor, the date of the transaction, the amount of the investment, the source of  
9 the funds for the investment, the current immigration status of the EB-5 investor, and the current  
10 status of the investment.”  
11

12 Request No. 158 is similar: “Please produce a copy of all documents, writings, and/or  
13 communications showing the names and other demographical information pertaining to LVDF’s  
14 Class B Members, as defined in LVDF’s Operating Agreement dated March 26, 2014, and  
15 including but not limited to the identity of the Class B Members, the address of the Class B  
16 Member, the country of origin of the Class B Member, the contact information for the agent of the  
17 Class B Member, the date of the transaction, the amount of the investment, the source of the funds  
18 for the investment, the current immigration status of the Class B Member, and the current status of  
19 the investment.” *See also* Request No. 159 (“names and other demographical information  
20 pertaining to LVDF’s distributions and investment returns made to its Class B Members”).  
21 Request No.’s 167 – 170 is another attempt to gain information regarding the individual investors  
22 seeking “communications between LVDF and the actual, potential, or prospective EB-5 investors  
23 and/or EB-5 visa applicants and/or their agents.” Request No. 199 requests “all documents which  
24 demonstrate or relate to the status of the I- 829 petition for each immigrant investor.” And Request  
25  
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1 No. 200 seeks “all documents which demonstrate or relate to the status of the I- 526 petition for  
2 each immigrant investor.”

3 Any response to such requests would necessarily require revealing the identity and  
4 financial details of the individual investors.

5 **1) The Discovery Requests Protected Trade Secret Information**

6 Nevada has enacted the Uniform Trade Secrets Act. N.R.S. 600A.010 *et seq.* “‘Trade  
7 secret’: (a) Means information, including, without limitation, a formula, pattern, compilation,  
8 program, device, method, technique, product, system, process, design, prototype, procedure,  
9 computer programming instruction or code that: (1) Derives independent economic value, actual  
10 or potential, from not being generally known to, and not being readily ascertainable by proper  
11 means by the public or any other persons who can obtain commercial or economic value from its  
12 disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to  
13 maintain its secrecy.” N.R.S. 600A.030.

14 Customer (Investor) information and pricing information are trade secrets for which  
15 protection is available in certain circumstances such as those presented here:

16 “The determination of whether corporate information, such as customer and  
17 pricing information, is a trade secret is a question for the finder of  
18 fact. *See Woodward Insur., Inc. v. White*, 437 N.E.2d 59, 67 (Ind.1982). Factors to  
19 be considered include: (1) the extent to which the information is known outside of  
20 the business and the ease or difficulty with which the acquired information could be  
21 properly acquired by others; (2) whether the information was confidential or secret;  
22 (3) the extent and manner in which the employer guarded the secrecy of  
23 the information; and (4) the former employee's knowledge of customer's buying  
24 habits and other customer data and whether this information is known by the  
25 employer's competitors .... *Id.* (citations omitted); *see also* K.H. Larsen,  
26 Annotation, *Former Employee's Duty, in Absence of Express Contract, Not to  
Solicit Former Employer's Customers or Otherwise Use This Knowledge of  
Customer Lists Acquired in Earlier Employment*, 28 A.L.R.3d 7 (1969) (setting  
forth a comprehensive list of factors for consideration of whether  
customer information constitutes a trade secret).

27 *Frantz v. Johnson*, 116 Nev. 455, 466–67, 999 P.2d 351, 358–59 (2000).

1 Where, as here, the customer and pricing information is “extremely confidential, its  
2 secrecy was guarded, and it was not readily available to others because the [...] industry is highly  
3 specialized,” the information should be treated as a trade secret. *Kaldi v. Farmers Ins. Exch.*, 117  
4 Nev. 273, 284, 21 P.3d 16, 23 (2001) (customer information was a trade secret); *See also Finkel v.*  
5 *Cashman Profl, Inc.*, 128 Nev. 68, 75 (2012) (trade secrets includes “costs; discounts; future  
6 plans; business affairs; processes; ... technical matters; customer lists; product designs; and,  
7 copyrights.”)

9 Here, there can be no doubt that the information Front Sight seeks regarding the EB-5  
10 Investors and consultants is information that is protected (i.e., LVDF’s communications and  
11 financial arrangements with immigration consultants/contractors and investors). This information  
12 qualifies as protectable trade secrets under Nevada Law because it is information that: (1) has  
13 been developed by LVDF over time; (2) is not generally known or otherwise available to the  
14 public; (3) has been the subject of reasonable efforts by LVDF to maintain as confidential (as  
15 demonstrated by the Immigration Consultant Fee Agreement discussed above, *Dziubla Ex. 2*);  
16 and (4) has independent economic value to LVDF and potential competitors. *See SI Handling*  
17 *Sys., Inc. v. Heisley*, 753 F.2d 1244, 1260 (3d Cir. 1985) (“subsumed under “costing” and  
18 “pricing” information is a whole range of data relating to materials, labor, overhead, and profit  
19 margin, among other things. . . . [T]his is not information that is readily obtainable by anyone in  
20 the industry. We believe such information qualifies for trade secret protection.”); *Nutratch, Inc.*  
21 *V. Syntech (SSPF) International, Inc.*, 242 F.R.D. 552, 555 (CD Ca 2007) (customer/supplier lists  
22 and sales and revenue information qualify as “confidential commercial information”); *Whyte v.*  
23 *Schlage Lock Co.*, 101 Cal. App. 4th 1443, 1455–56 (2002) (cost and pricing data unique to  
24 Schlage was a trade secret); *Frantz v. Johnson*, 999 P.2d 351, 116 Nev. 455 (2000) (Customer  
25 and pricing information were “trade secrets” under the Uniform Trade Secrets Act (UTSA),  
26  
27  
28

1 where the information was extremely confidential, its secrecy was guarded, and it was not readily  
2 available to others); *Kaldi v. Farmers Insurance Exchange*, 117 Nev. 273 (2001) (customer  
3 information or “book of business” was trade secret).

4 Nevada law protects against the public disclosure of trade secrets during litigation. *See*  
5 *David Copperfield's Disappearing, Inc. v. Eighth Judicial Dist. Court in & for Cty. of Clark*, No.  
6 75609, 2018 WL 2045939, at \*1 (Nev. App. Apr. 20, 2018). The UTSA provides for the  
7 protection of trade secrets in any action pending in Nevada courts. “In any civil or criminal  
8 action, the court shall preserve the secrecy of an alleged trade secret by reasonable means, which  
9 may include, without limitation: 1. Granting protective orders in connection with discovery  
10 proceedings; 2. Holding hearings in camera; 3. Sealing the records of the action; 4. Determining  
11 the need for any information related to the trade secret before allowing discovery; 5. Allowing the  
12 owner of the trade secret to obtain a signed agreement of confidentiality from any party who  
13 obtains knowledge of the trade secret; 6. Ordering a person who obtains knowledge of the trade  
14 secret to return to the owner of the trade secret any writing which reflects or contains the trade  
15 secret; and 7. Ordering any person involved in the litigation not to disclose an alleged trade secret  
16 without previous court approval.” Nev. Rev. Stat. Ann. § 600A.070.

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18  
19 Nevada Rules of Civil Procedure governing protective orders is in accord: “The court  
20 may, for good cause, issue an order to protect a party or person from annoyance, embarrassment,  
21 oppression, or undue burden or expense, including one or more of the following: (A) forbidding  
22 the disclosure or discovery; . . . (D) forbidding inquiry into certain matters, or limiting the scope  
23 of disclosure or discovery to certain matters; (E) designating the persons who may be present  
24 while the discovery is conducted; . . . (G) requiring that a trade secret or other confidential  
25 research, development, or commercial information not be revealed or be revealed only in a  
26 specified way” N.R.C.P. 26(c).

1 Applying the UTSA, the Court in *In re PraireSmart, LLC*. 421 S.W. 3d 296, 305  
2 (Tex.App.2014) described a two-step process for determining whether to issue a protective order  
3 for trade secrets. “[I]n determining whether a trade secret must be disclosed, a trial court utilizes a  
4 two-step, burden-shifting procedure. First, the party resisting discovery by asserting a trade secret  
5 privilege must establish that the information sought is, in fact, a trade secret. *Id.* Once the party  
6 resisting discovery meets this burden, the burden then shifts to the party seeking to obtain  
7 discovery concerning the trade secret to establish that the information sought is necessary for a fair  
8 adjudication of its claims.” *In re PrairieSmarts LLC*, 421 S.W.3d 296, 304–05 (Tex. App. 2014)  
9 (citing *In re Cont’l Gen. Tire, Inc.*, 979 SW.2d 609, 613 (Tex. 1998)).  
10

11 “The burden on the party seeking discovery of trade secrets requires a demonstration with  
12 specificity of exactly how the lack of the trade secret information will impair the presentation of  
13 the case on the merits to the point that an unjust result is a real, rather than a merely possible,  
14 threat. *In re Bridgestone/Firestone, Inc.*, 106 S.W.3d 730, 733 (Tex. 2003). The test cannot be  
15 satisfied merely by general assertions of unfairness. *Id.* Nor is necessity established by a claim that  
16 the information would be useful rather than necessary. *See In re XTO Res. I, LP*, 248 S.W.3d 898,  
17 905 (Tex.App.-Fort Worth 2008).” *In re PrairieSmarts LLC*, 421 S.W.3d 296, 304–05 (Tex. App.  
18 2014).  
19

20 Here, LVD Fund has made a *prima facie* showing that the information requested  
21 concerning LVD Fund Investors and Placement Consultants and the terms of the relationships is a  
22 protected trade secret. Therefore, the burden now shifts to Front Sight to demonstrate with  
23 specificity that the information sought is *necessary* to the presentation of Front Sight’s case and  
24 *not merely useful*. Front Sight cannot meet this burden for the trade secret information it seeks.  
25

26 ∴  
27 ∴  
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1 information), Ignatius Piazza would use the contact information of LVD Fund’s investors to  
2 further prejudice LVD Fund and its relationship with its investors.

3 Therefore, because the requested information is confidential and of no value to the present  
4 litigation, and Front Sight has already exhibited a history of using contact information for agents  
5 to unfairly prejudice the Defendants, access to such information should be denied.  
6

7 **III. CONCLUSION**

8 LVD Fund’s Motion for Protective Order should be granted and this Court should issue a  
9 specific order that Plaintiff is not entitled to and must not seek to obtain, from any source, specific  
10 information regarding the EB5 immigrant investors, including such investor’s names, contact  
11 information, bank account information or any other potentially identifying information, any such  
12 information concerning LVD Fund’s Foreign Placement Agents and Consultants, or the terms of  
13 their contracts.  
14

15 DATED this 13th day of April 2020.

**FARMER CASE & FEDOR**

16 /s/ Kathryn Holbert  
17 KATHRYN HOLBERT, ESQ.  
18 Nevada Bar No. 10084  
19 [kholbert@farmercase.com](mailto:kholbert@farmercase.com)  
20 2190 E. Pebble Rd., Suite #205  
21 Las Vegas, NV 89123  
22 Telephone: (702) 579-3900  
23 Attorneys for Defendants  
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**AFFIDAVIT OF C. KEITH GREER IN SUPPORT OF  
MOTION FOR PROTECTIVE ORDER**

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STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN DIEGO )

I, C. Keith Greer, Esq. hereby state and declare, based on my personal knowledge as follows:

1. I am an attorney at law in good standing before State Bar of California and I am admitted *pro hac vice* in Nevada for this matter and am counsel of record for the defendants in this matter. I submit this Declaration in Support of the Motion for Protective Order filed concurrently herewith.

2. The Motion for Protective Order is brought on the grounds that the discovery requested by Plaintiff seeks information and documents protected by trade secret and confidentiality agreements and, thus, improperly seeks irrelevant, private, proprietary and/or financial information to which Plaintiff is not entitled.

4. I have previously discussed Defendants’ trade secret and other objections with Plaintiff’s counsel, John Aldrich on multiple occasions. We have been unable to resolve our disagreements or reach agreement on the proper treatment of Plaintiff’s requests for trade secret and other confidential information.

I declare under penalty of perjury under the laws of Nevada that the foregoing is true and correct.

DATED this 13th day of April 2020.

s/C. Keith Greer  
C. Keith Greer





1 subscription) of each accepted Non-U.S. Investor contacted in connection with this Agreement and  
2 will make the same available to Issuer for inspection and copying if and only if required by  
3 Issuer to comply with its legal and compliance issues, and in such event Issuer shall keep such  
4 information confidential as required under article 15 below.”

5  
6 7. I am particularly concerned about Ignatius Piazza obtaining this confidential  
7 information because of Piazza’s history of directly contacting our agents in an effort to prejudice  
8 me and my relationship with the agents, and thus prejudice Las Vegas Development Fund, EB5  
9 Impact Capital Regional Center and EB5 Impact Advisors. Specifically, Piazza previously sent  
10 two of my agents documentation regarding the now dismissed bogus criminal action against me  
11 in Nye County that was instigated by Front Sight. I am thus concerned that Piazza would use the  
12 contact information of LVD Fund’s investors to further prejudice LVD Fund and its relationship  
13 with its investors.  
14

15 8. In addition, disclosure of the terms of the agent contracts would cause harm to the  
16 agents themselves, as this information is highly proprietary.

17 9. Attached hereto as Exhibit 1 is a redacted exemplar of a Foreign Placement  
18 Consultant Agreement used by Las Vegas Development Fund, LLC in connection with the Front  
19 Sight Project.

20 10. Attached hereto as Exhibit 2 is a redacted exemplar of an Immigration Consultant  
21 Fee Agreement used by Las Vegas Development Fund, LLC in connection with the Front Sight  
22 Project.  
23

24 11. Attached hereto as Exhibit 3 is a true and correct copy of the Subscription  
25 Agreement form that each Non-U.S. Investor was required to sign in connection with the Front  
26 Sight Project.  
27

1 I declare under penalty of perjury under the laws of Nevada that the foregoing is true and  
2 correct.

3 DATED this 13th day of April 2020.

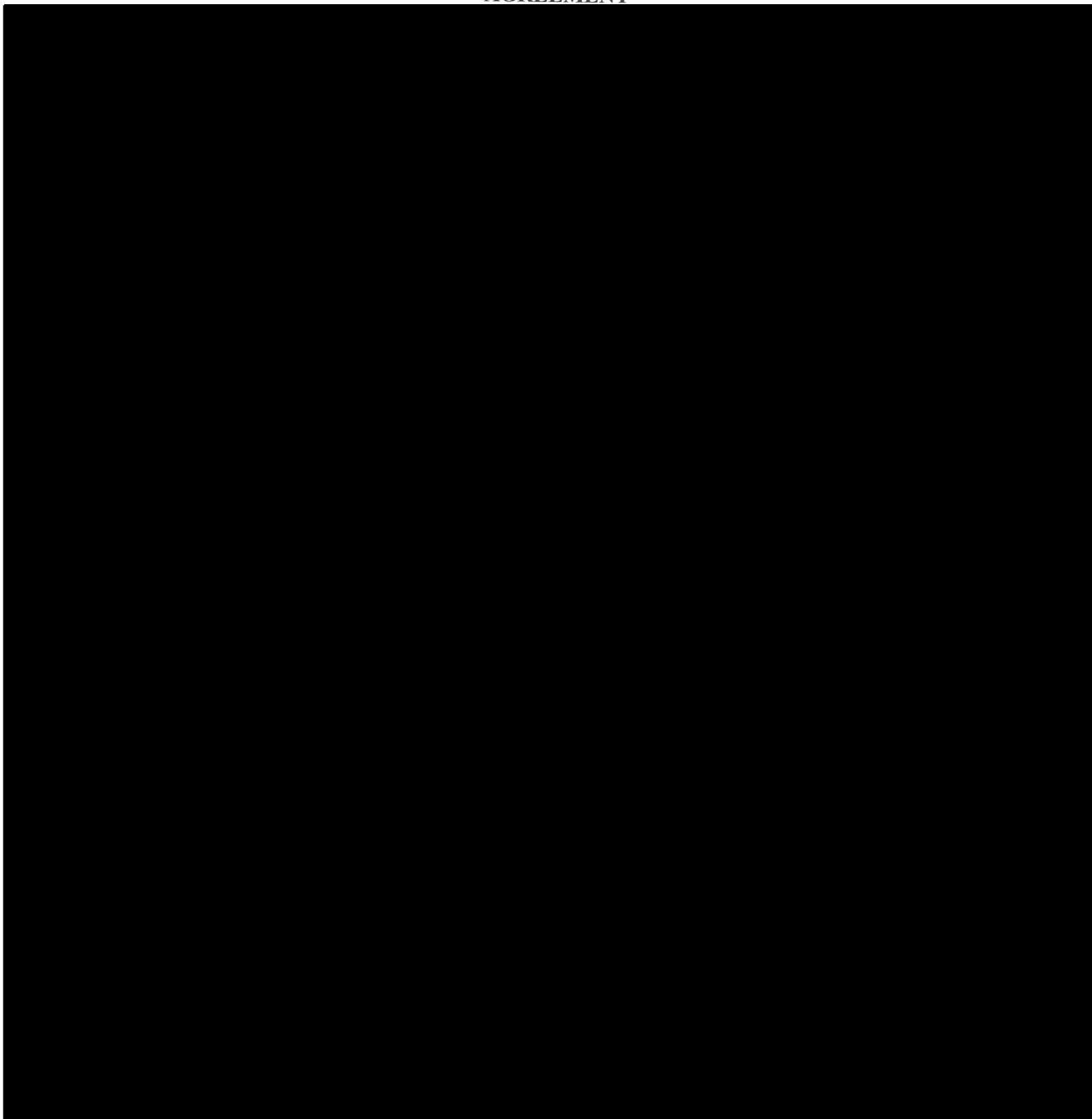
/s/ Robert Dziubla

\_\_\_\_\_  
Robert Dziubla

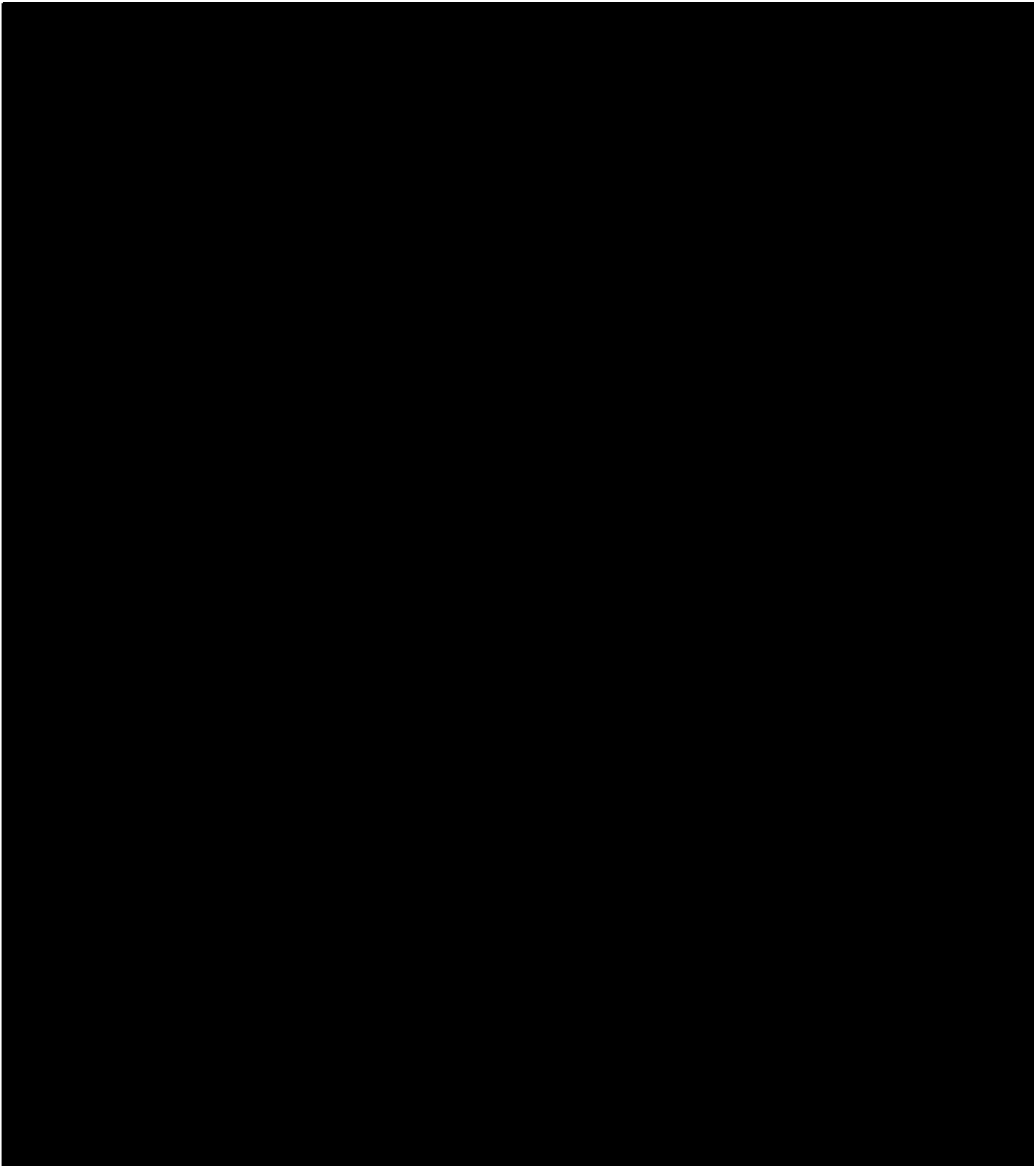
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# Exhibit 1

**FOREIGN PLACEMENT CONSULTANT  
AGREEMENT**



PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT




**ISSUER**

**LAS VEGAS DEVELOPMENT FUND,**



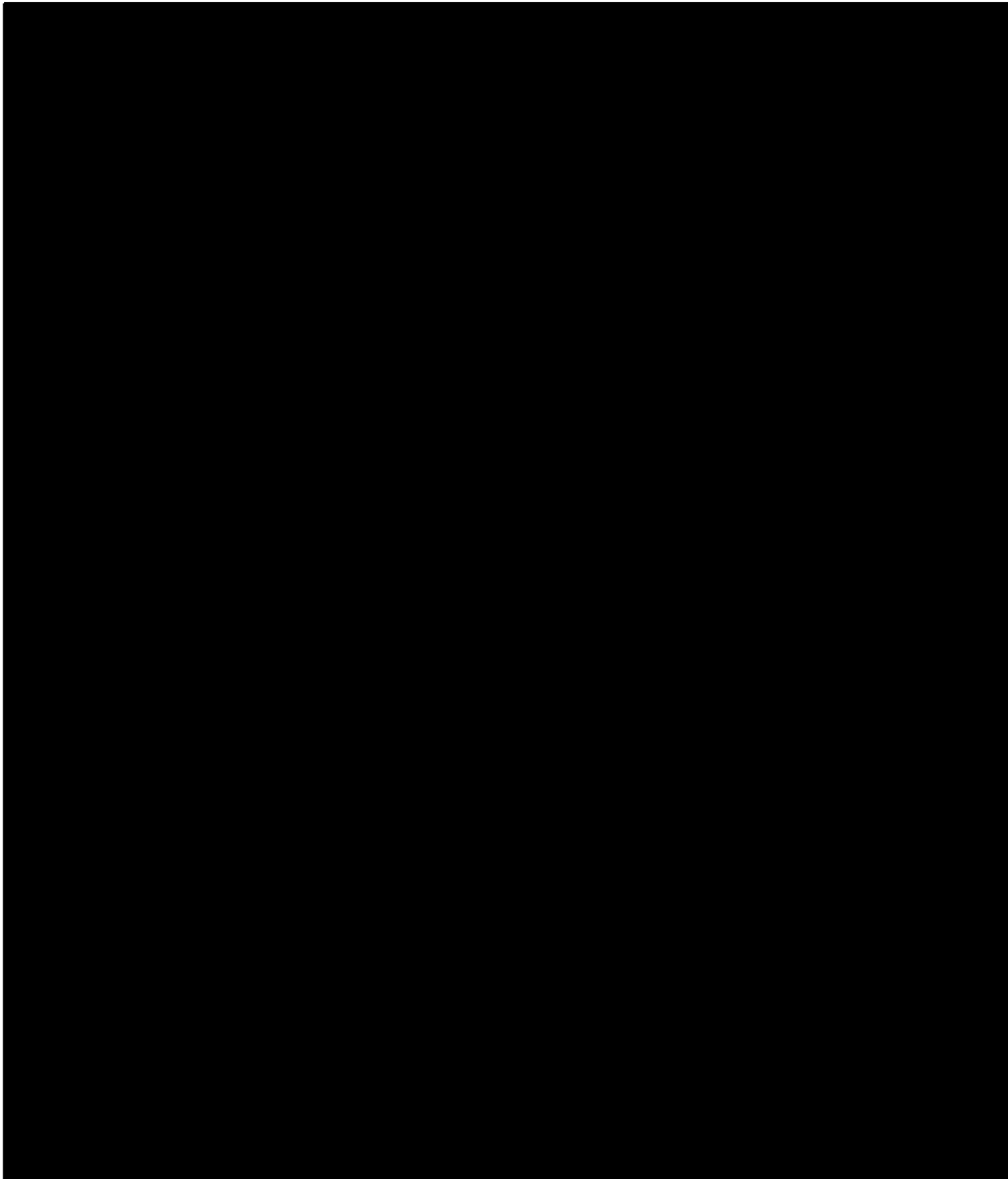
By:   
Robert Dziubla  
Its Manager

**EB5 Impact Capital Regional Center, LLC**

By:   
Robert Dziubla  
Its Manager

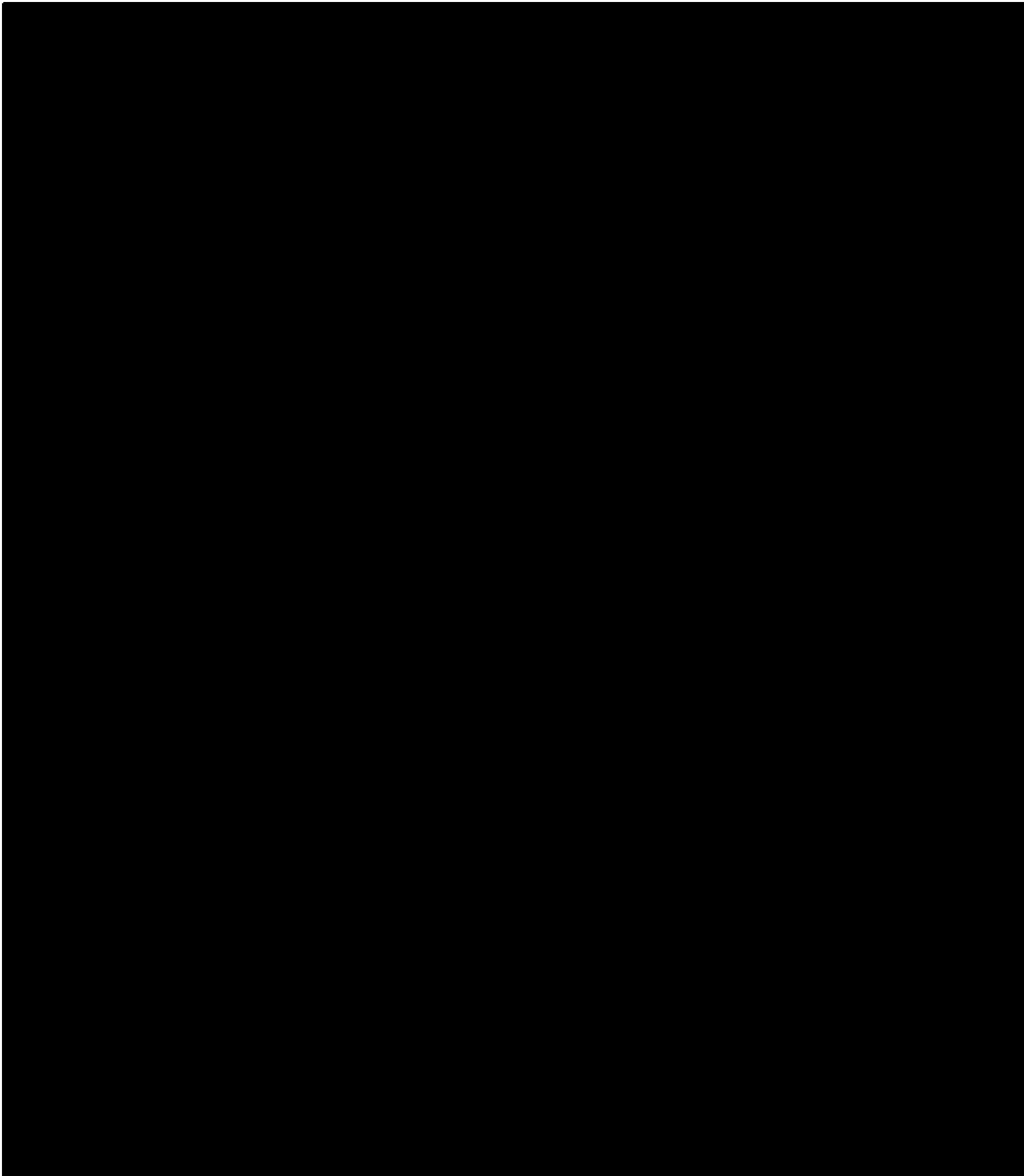
Notices to Issuer:

EB5 Impact Advisors LLC  
P.O. Box 3003  
916 Southwood Blvd., Suite 1G  
Incline Village, NV 89450

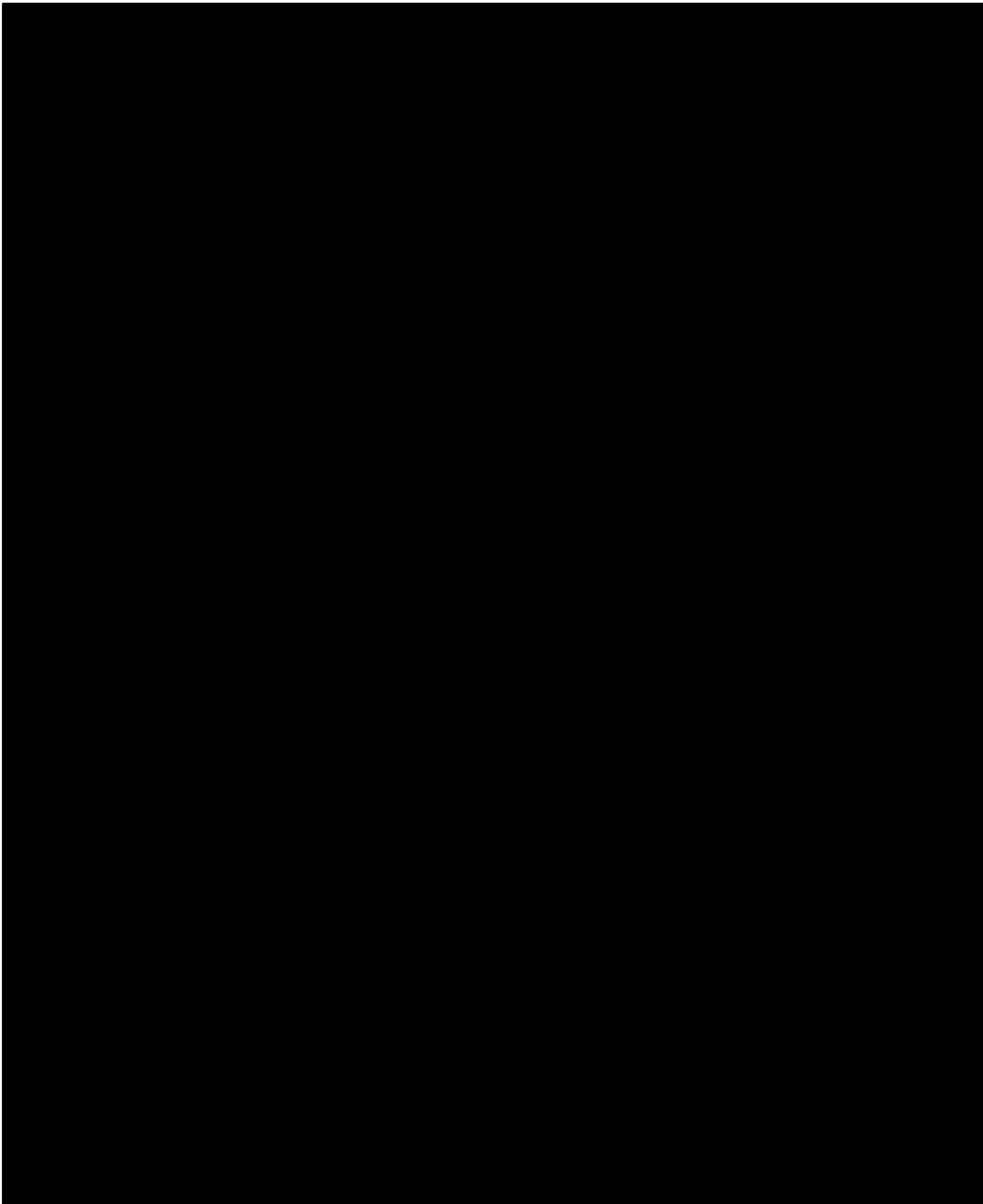


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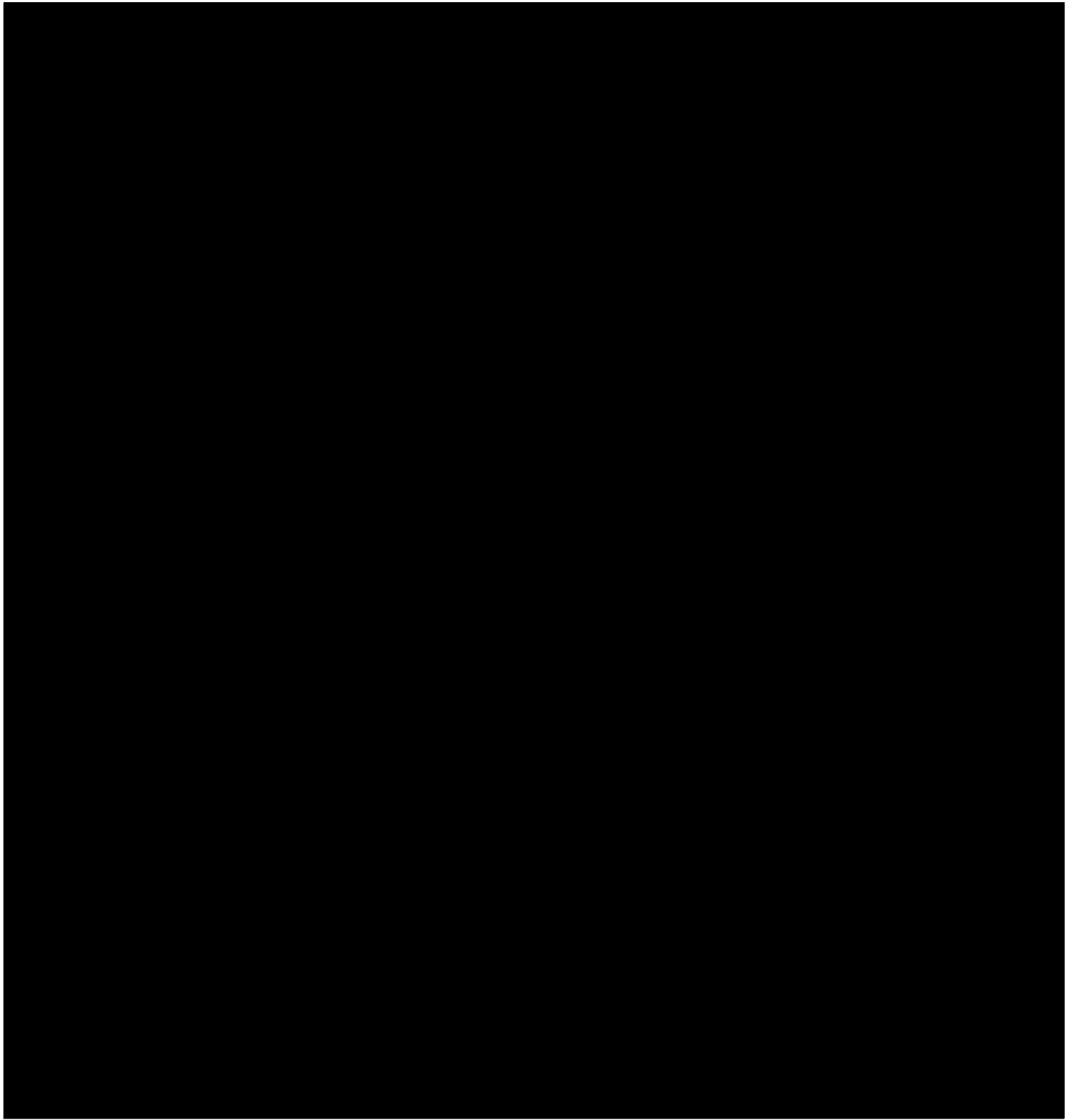




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ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT



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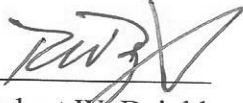


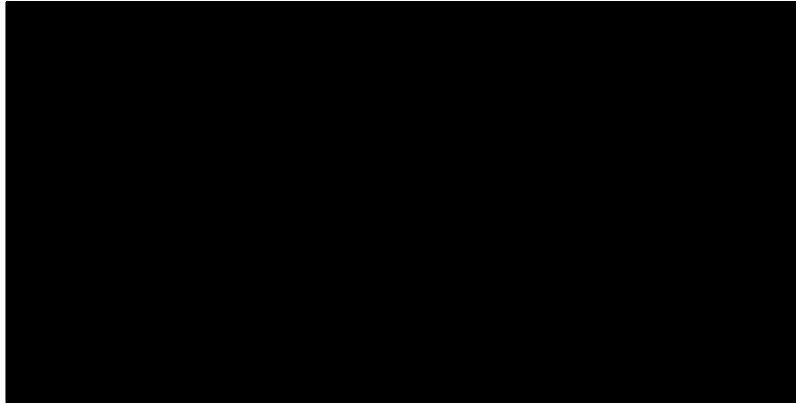
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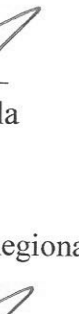
**ISSUER**

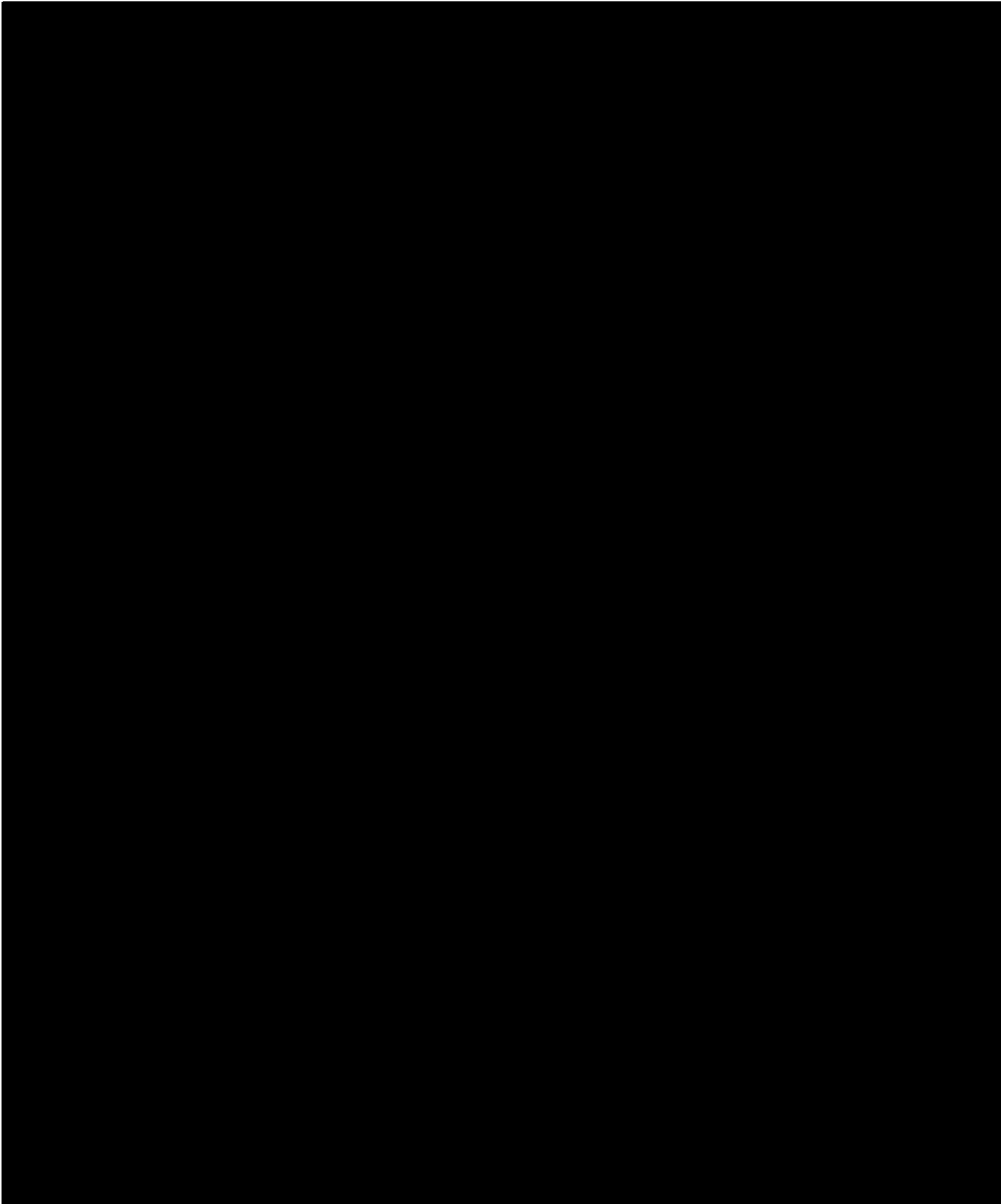
Las Vegas Development Fund, LLC

By:   
Robert W. Dziubla  
Its Manager

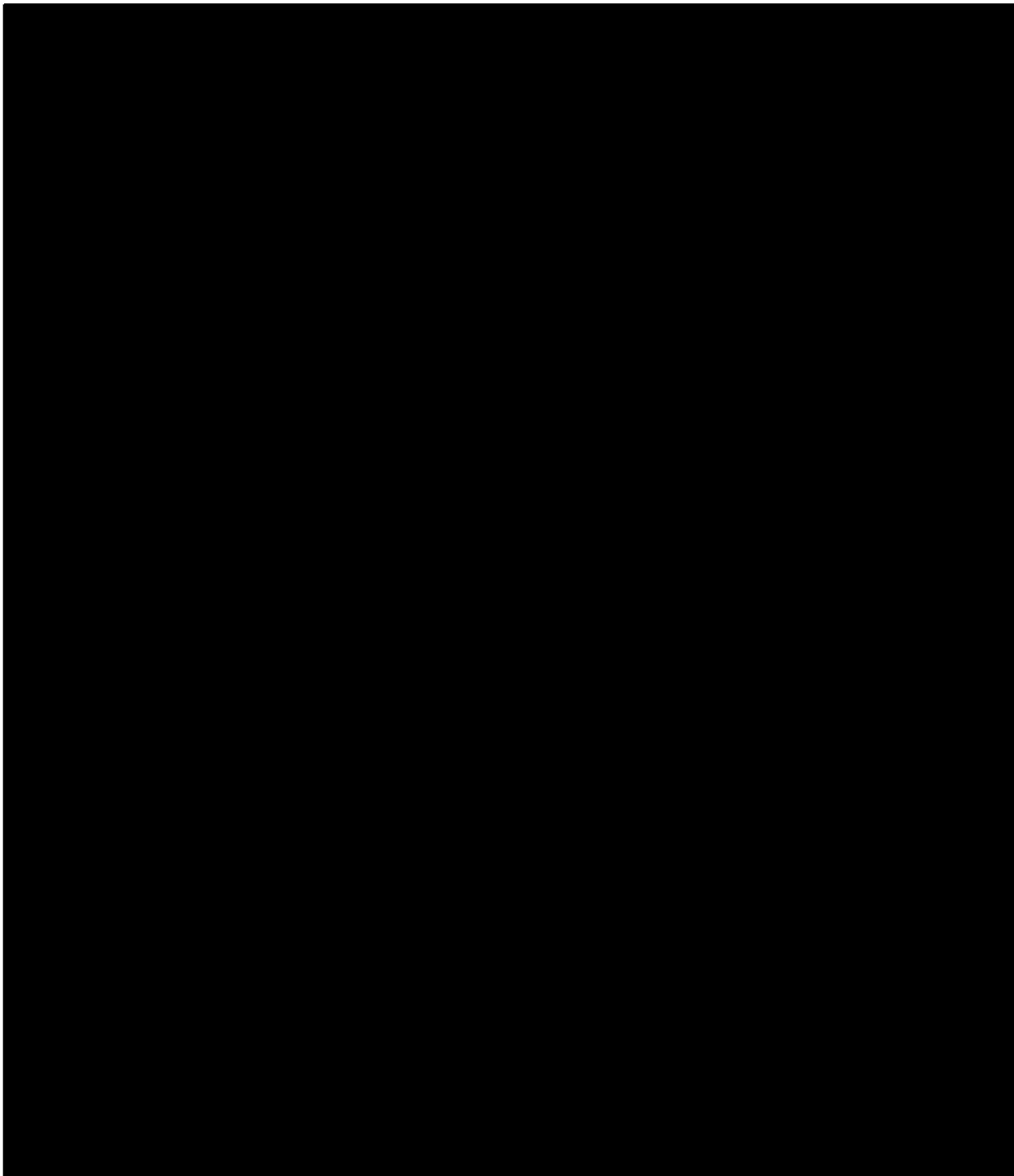


EB5 Impact Capital Regional Center LLC

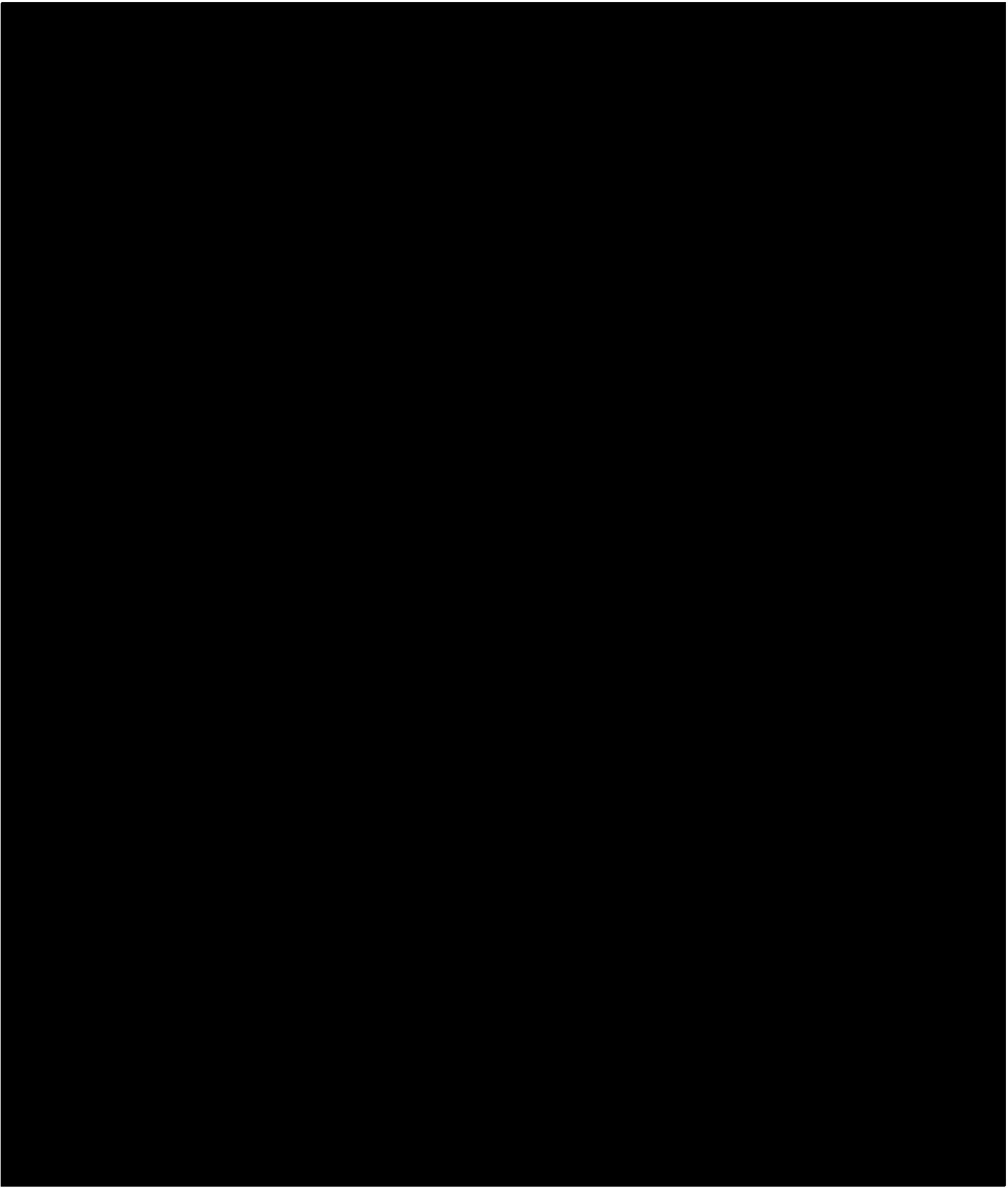
By:   
Robert W. Dziubla  
Managing Member



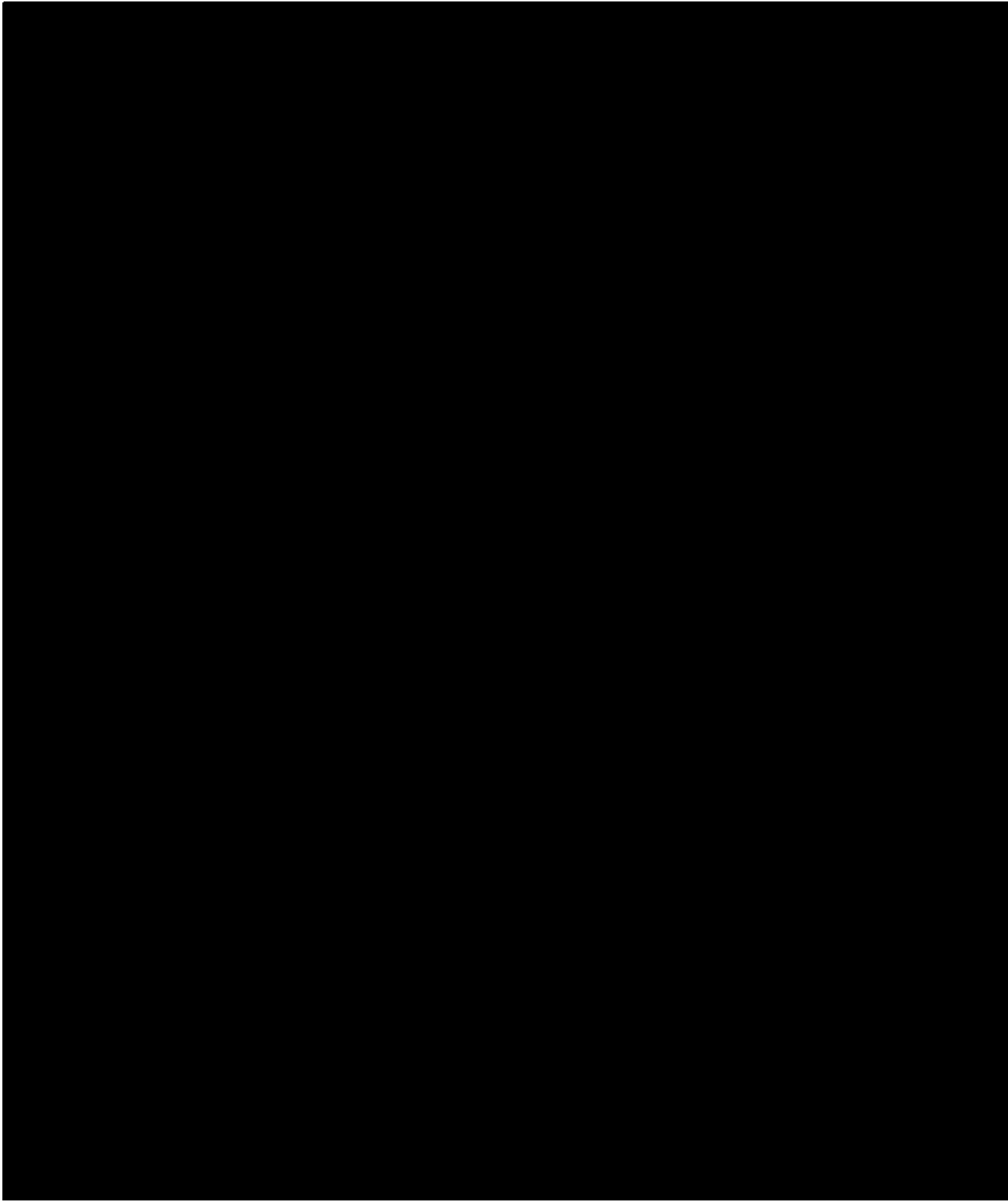
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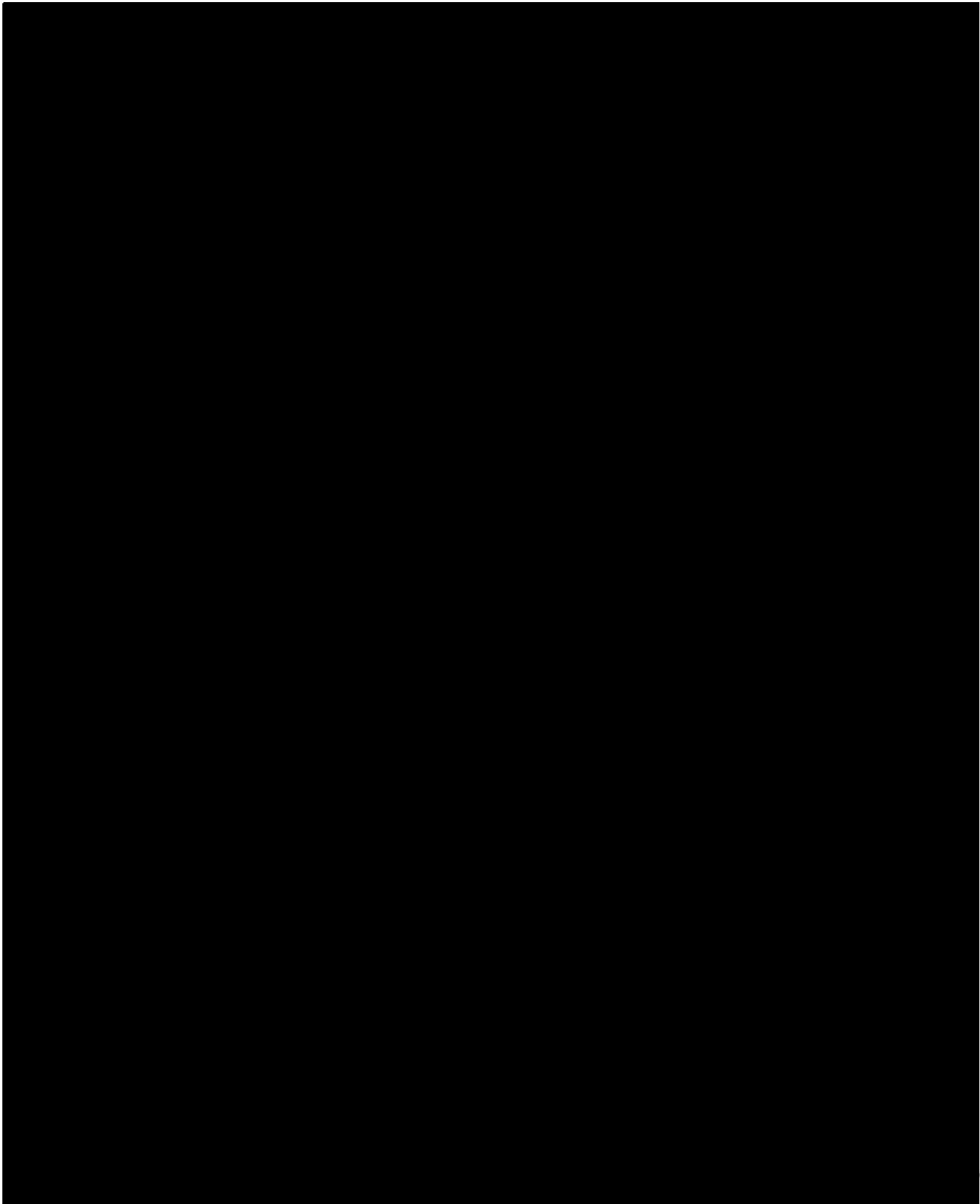
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B-4

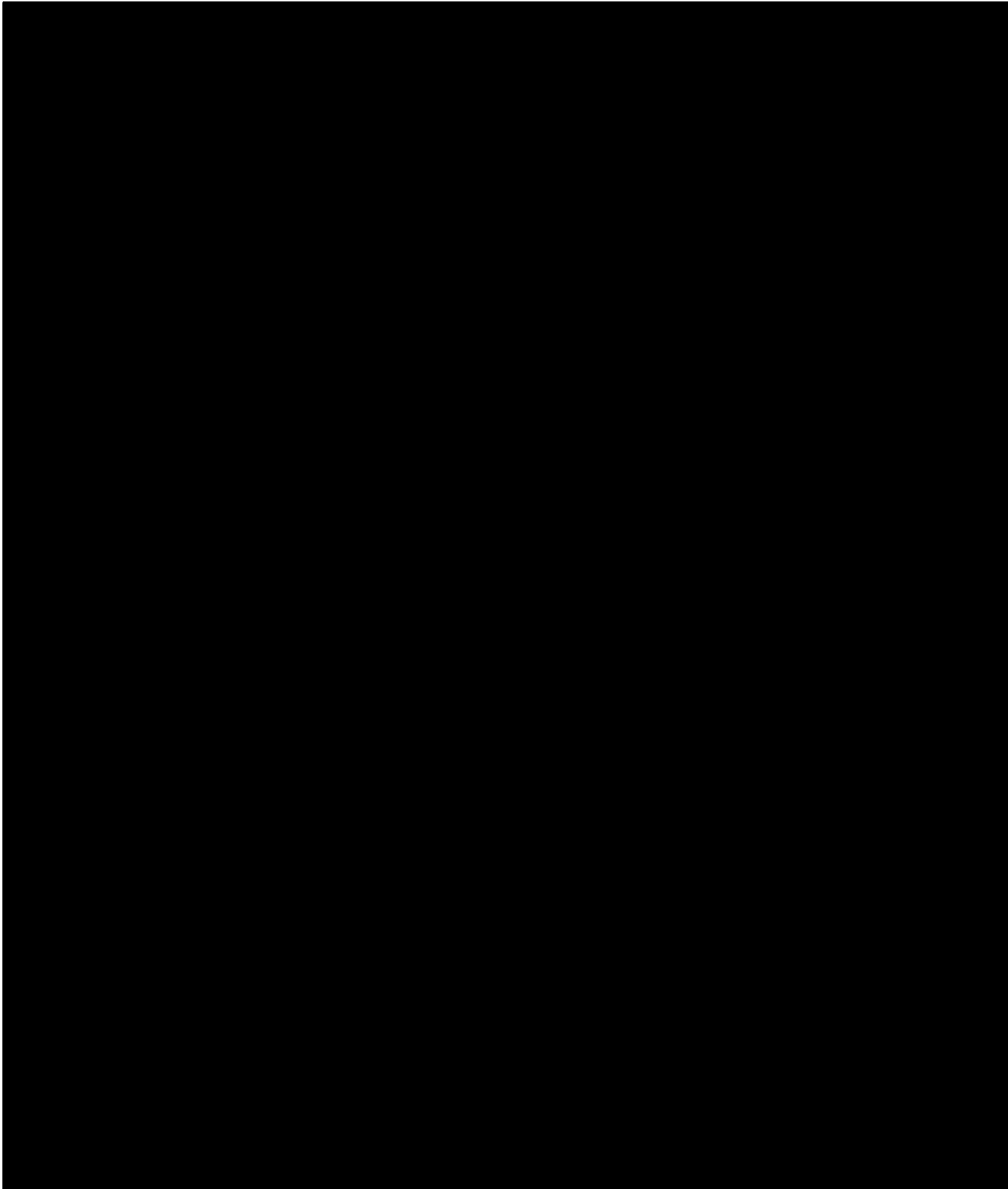
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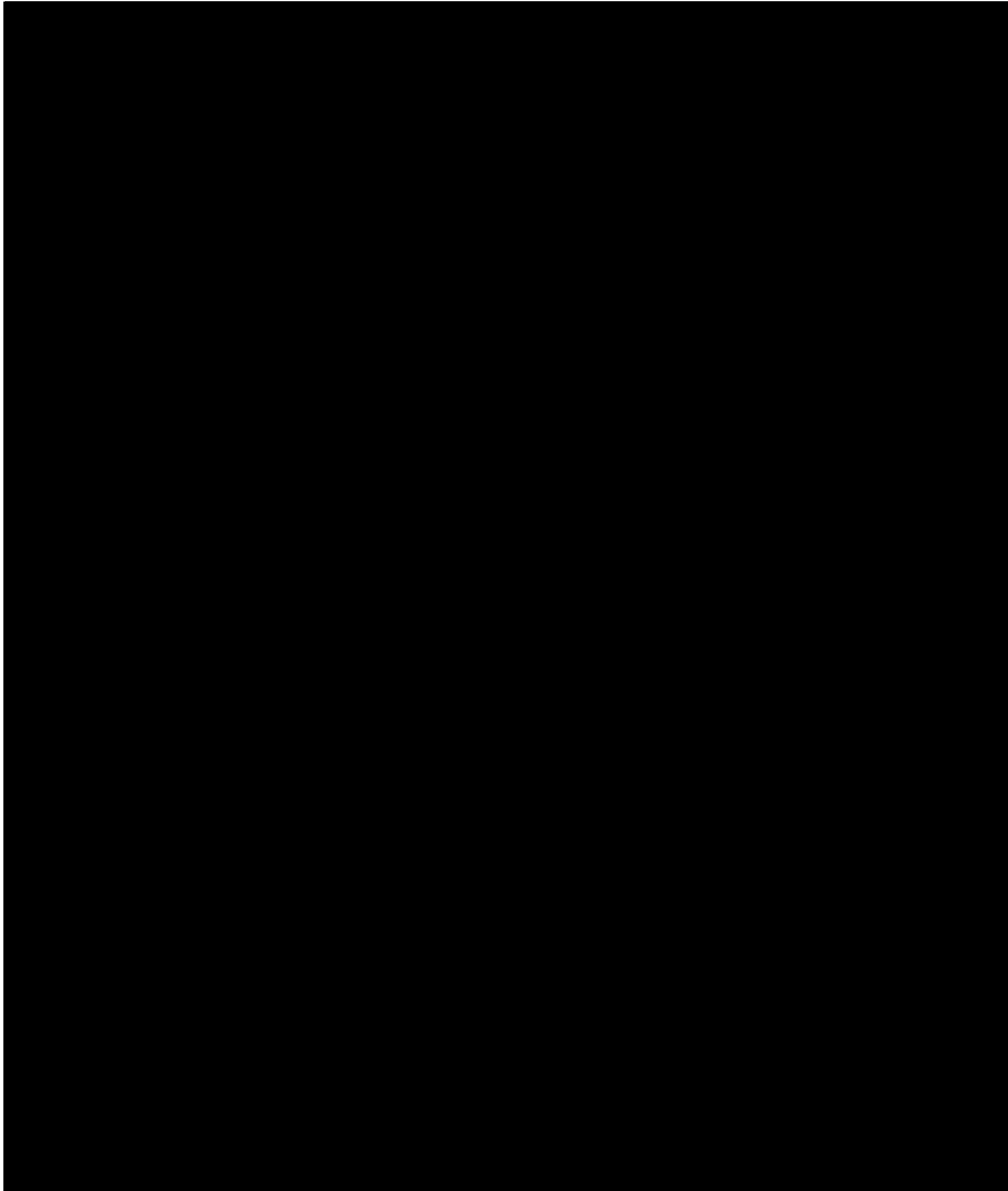
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ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT



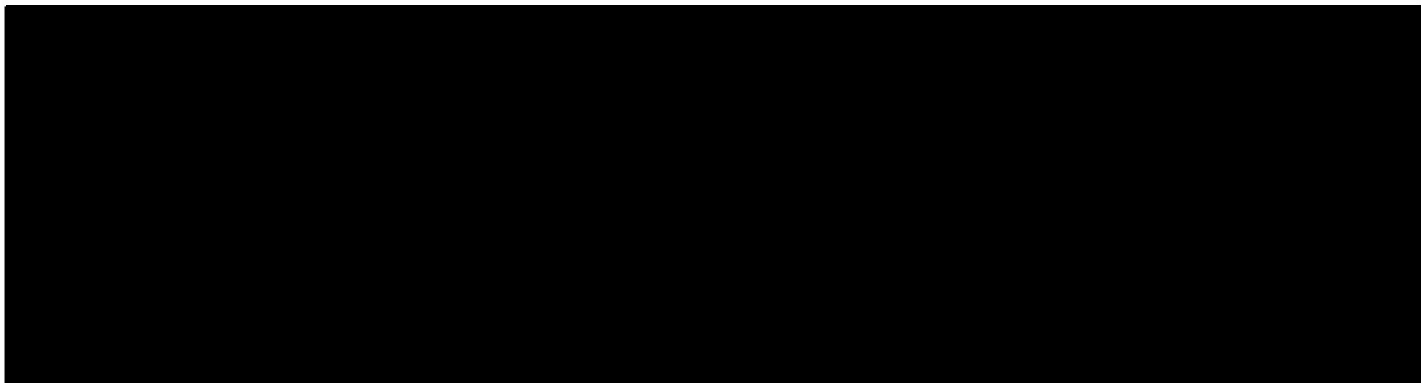
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ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

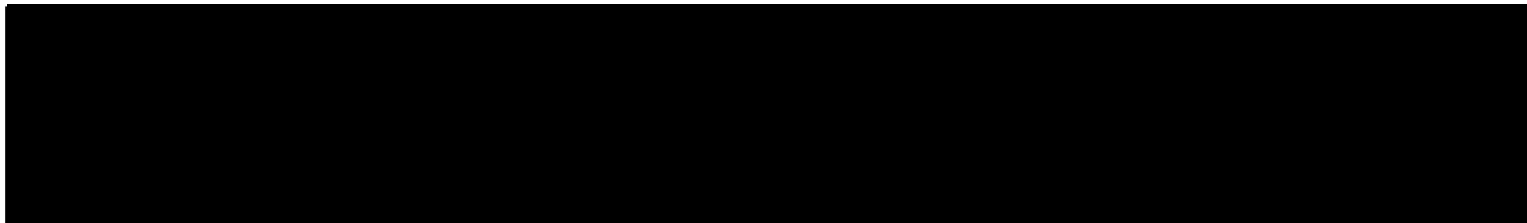


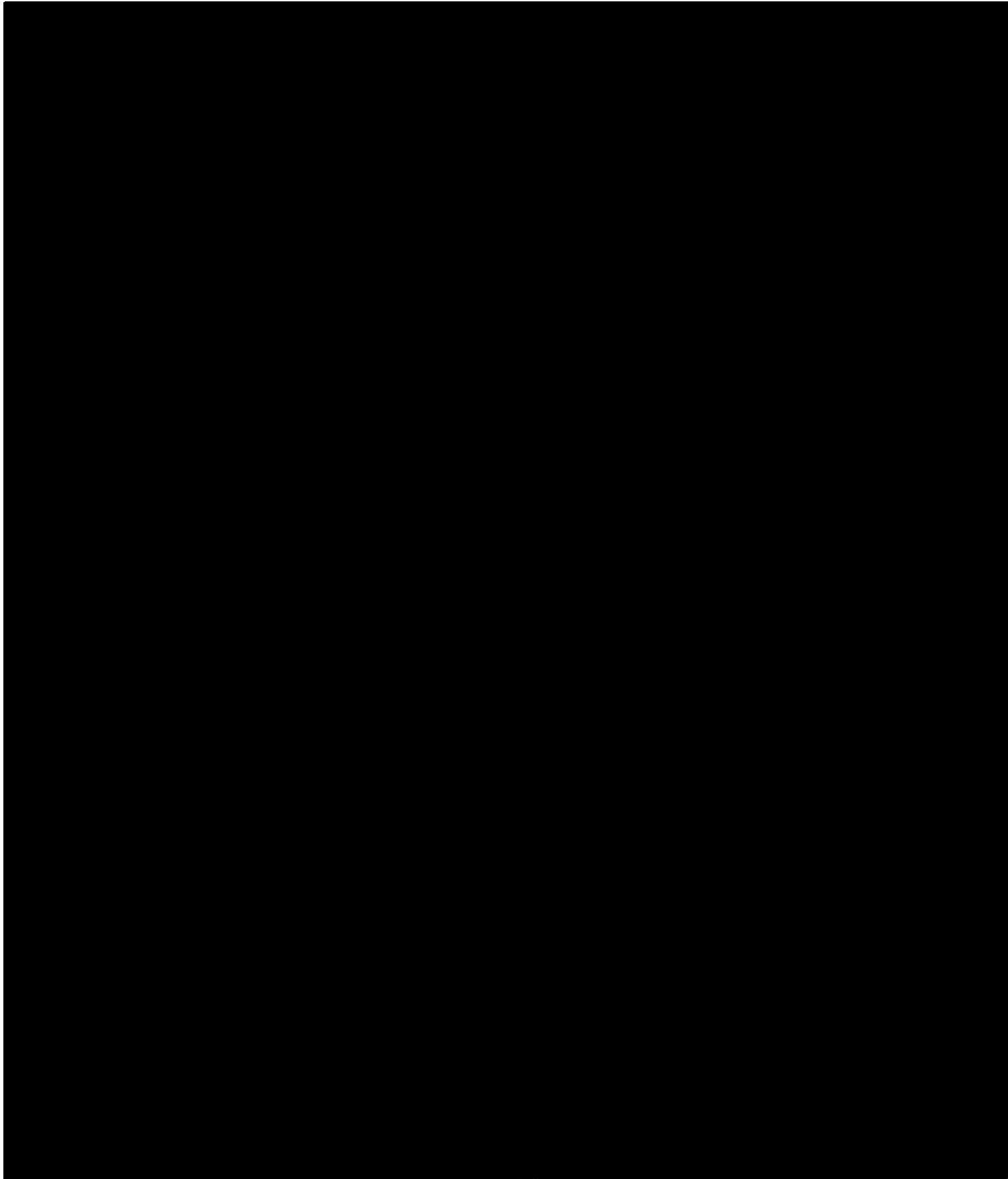
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PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT



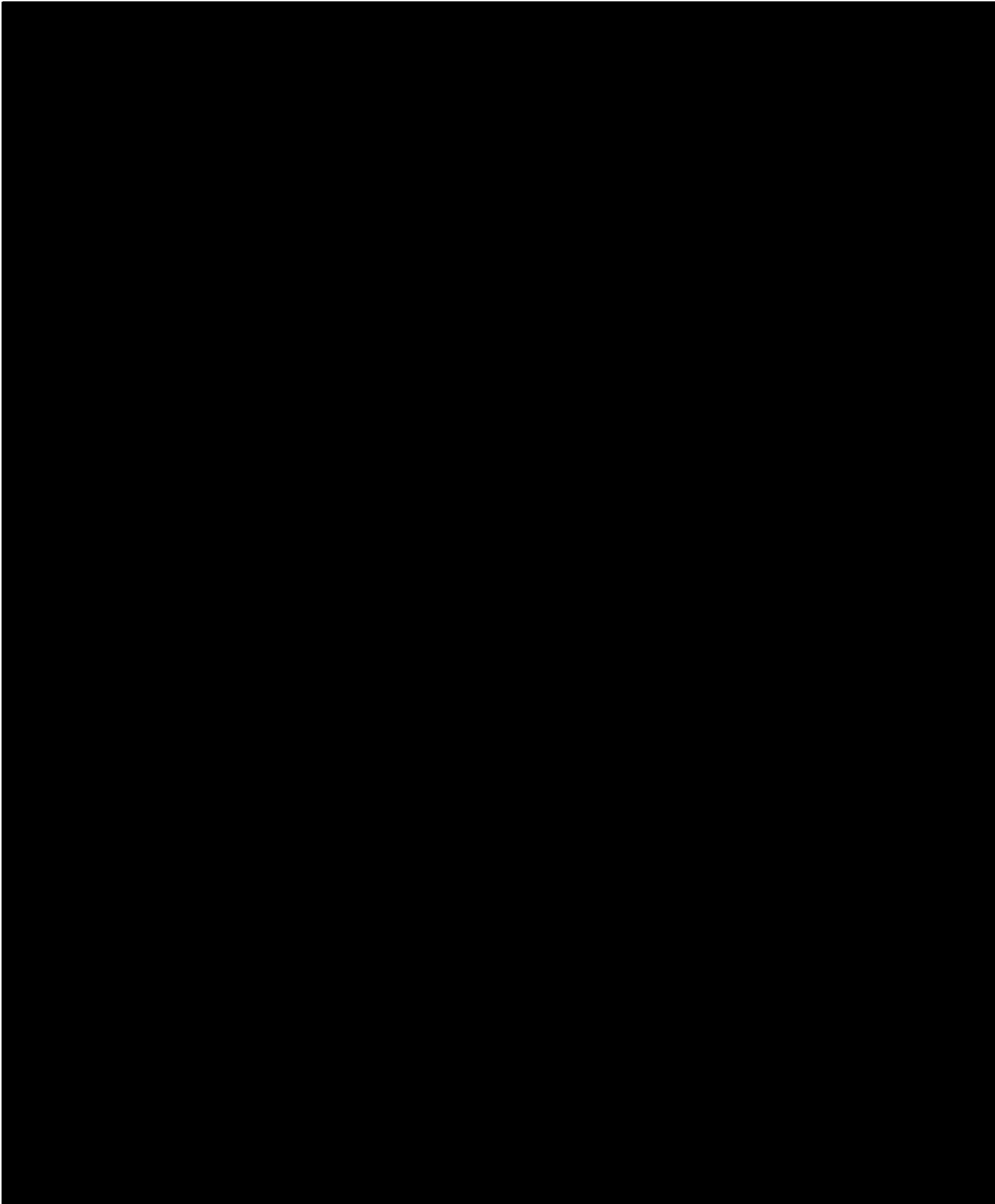
12. Confidentiality. From time to time during the Term of this Agreement, either party (as the “Disclosing Party”) may disclose or make available to the other party (as the “Receiving Party”) information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information; or (v) is required to be disclosed pursuant to applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights, or to perform its obligations under the Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. At any time during or after the term of this Agreement, at the Disclosing Party’s written request, the Receiving Party and its representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party’s Confidential Information. The Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section and to secure its enforcement, in addition to all other remedies available at law.





B-9

PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT



PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

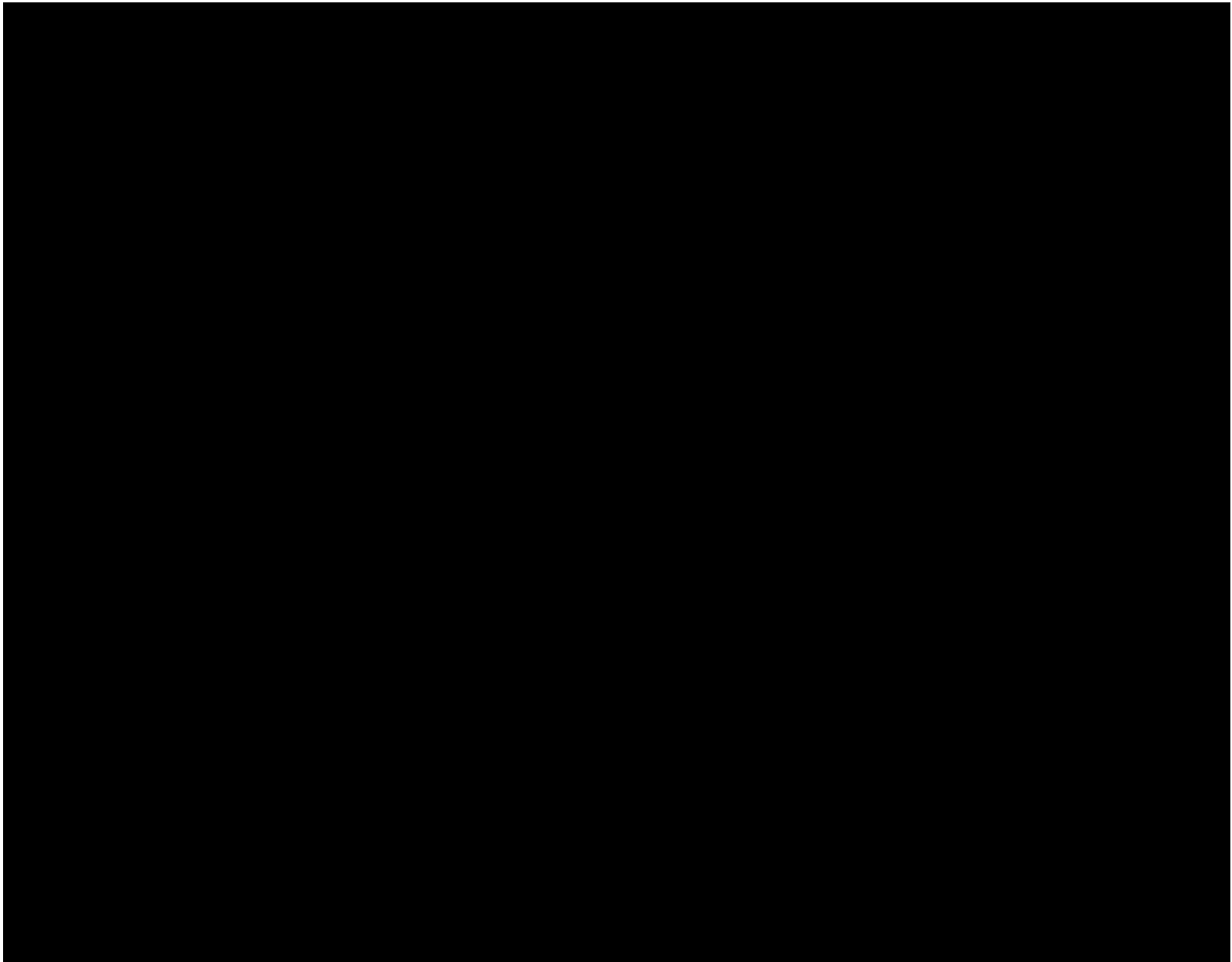
# Exhibit 2

**IMMIGRATION CONSULTANT FEE AGREEMENT**

**Sponsor:** Las Vegas Development Fund, LLC (“Sponsor”)  
916 Southwood Blvd., Suite 1G (POB 3003)  
Incline Village, NV 89450

Contact Persons: Robert Dziubla, President  
Contact Email: [rdziubla@EB5impactcapital.com](mailto:rdziubla@EB5impactcapital.com)

Jon Fleming, Senior Vice President  
Contact Email: [jfleming@EB5impactcapital.com](mailto:jfleming@EB5impactcapital.com)





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

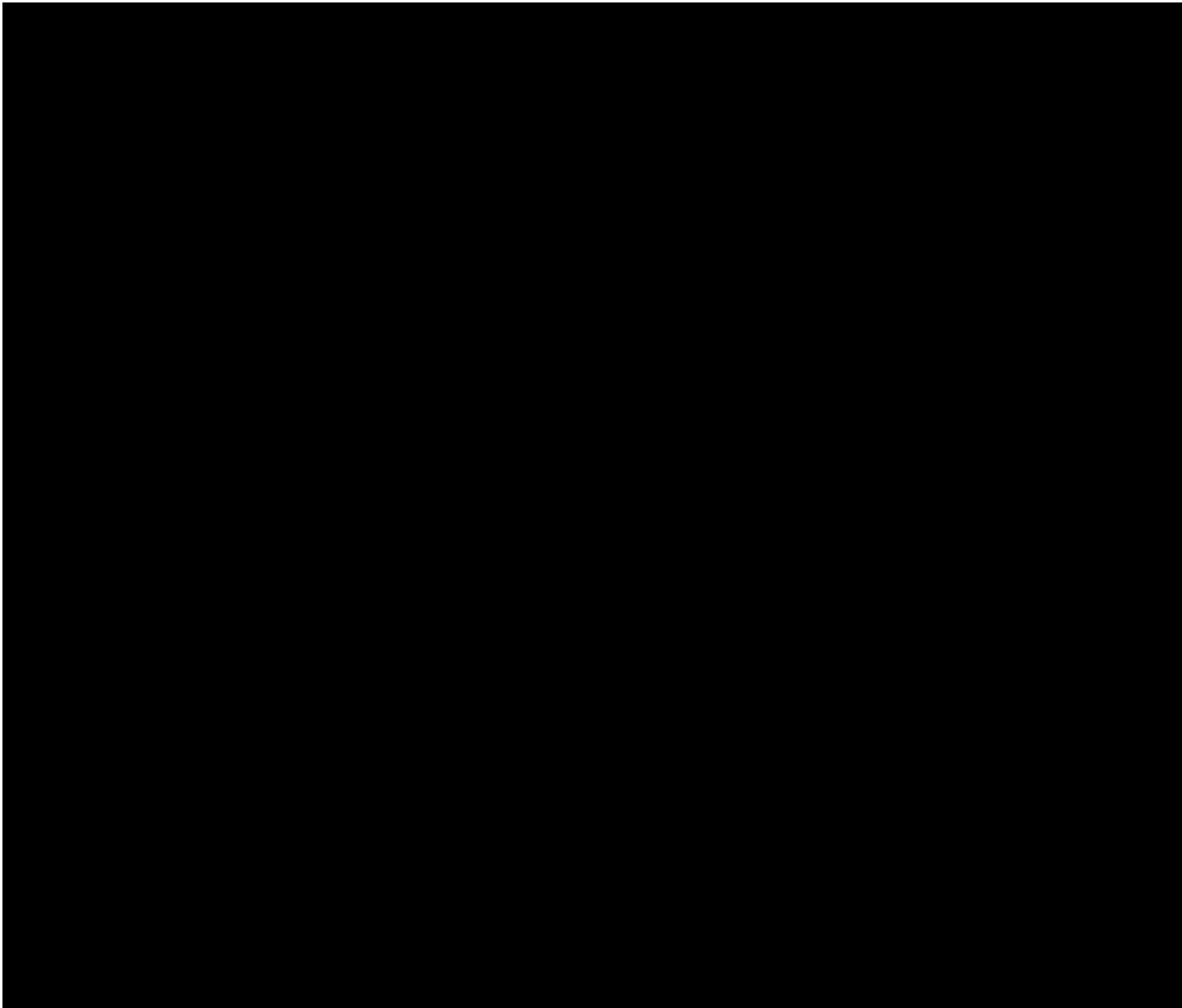
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[REDACTED]

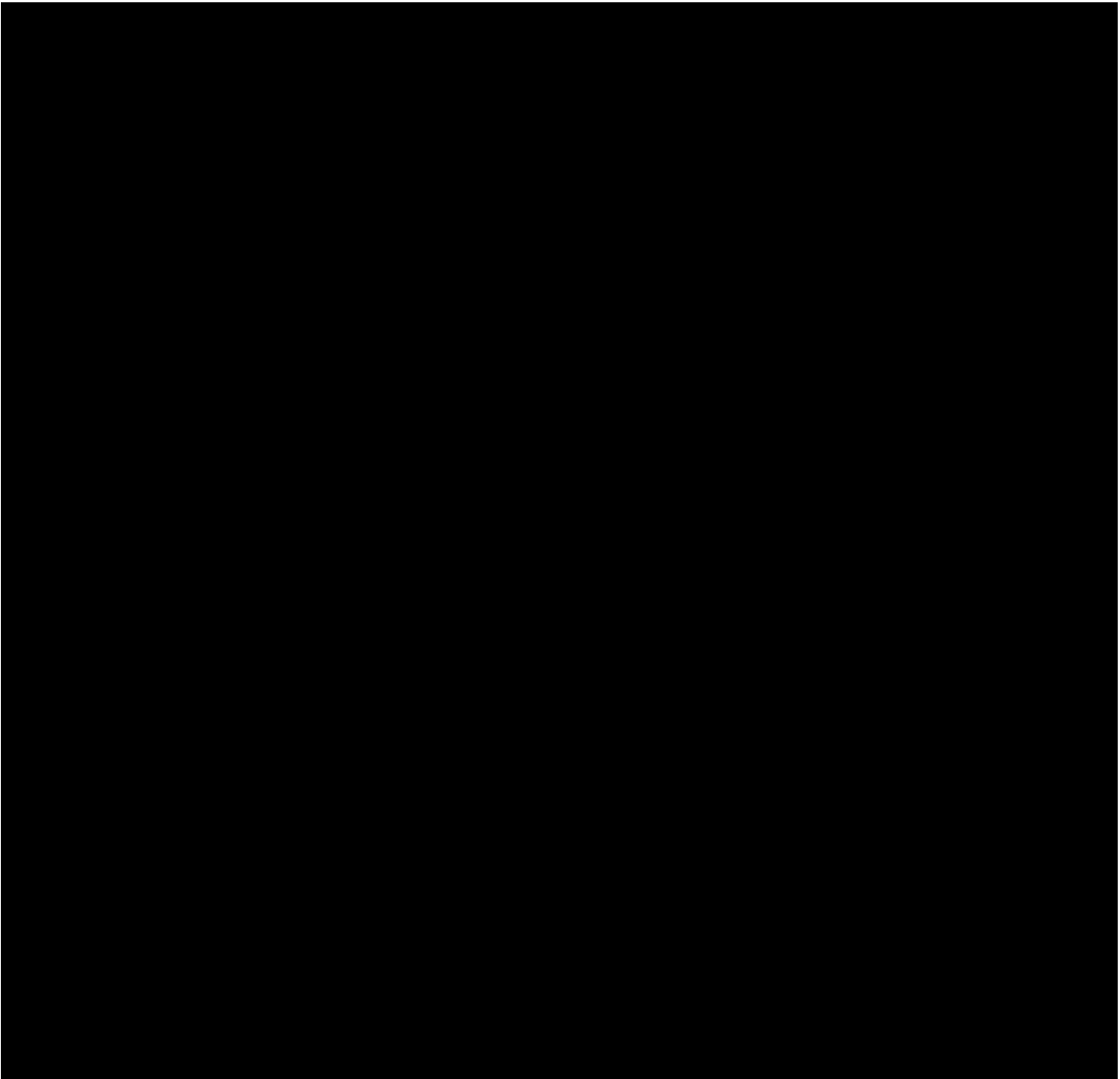
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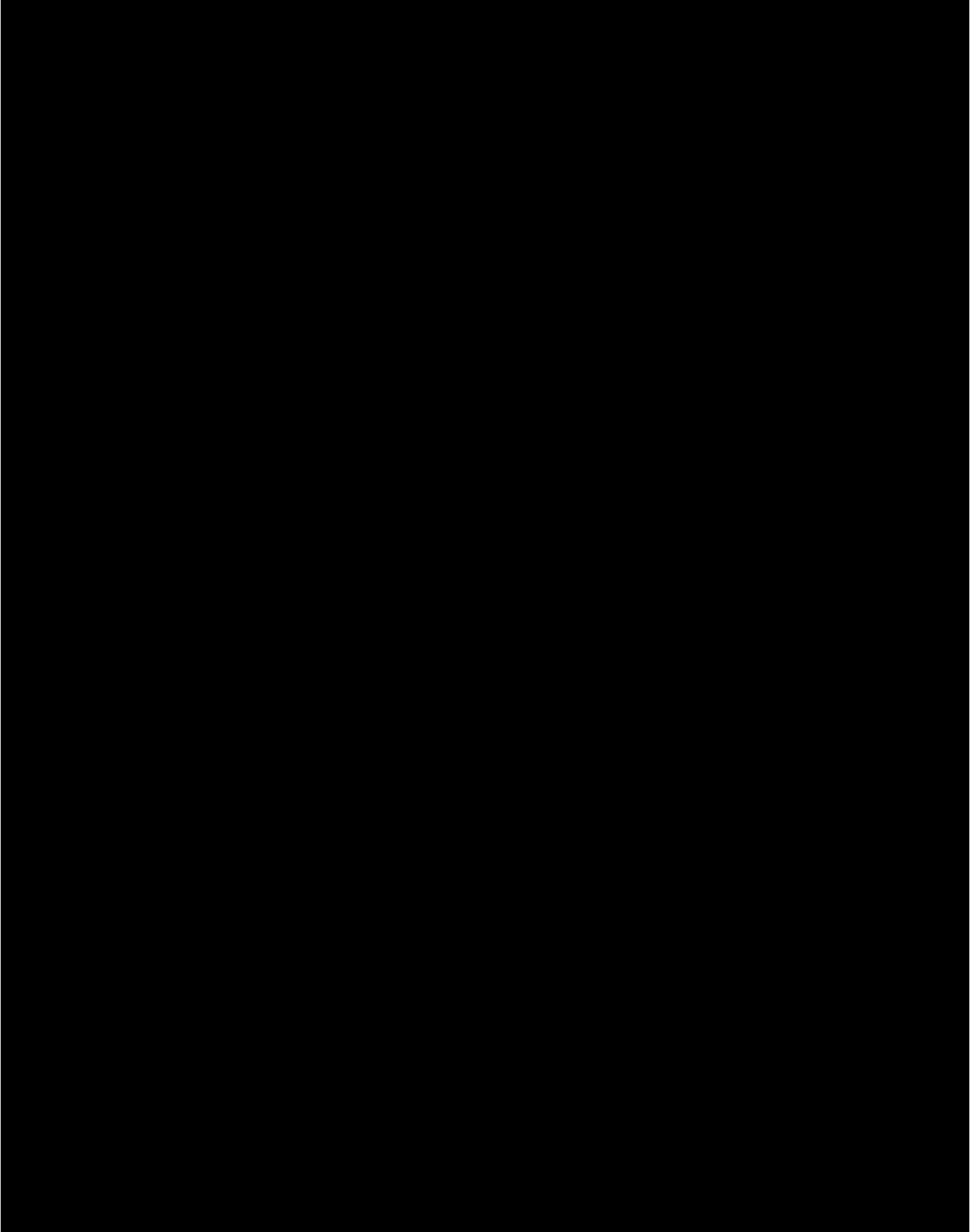


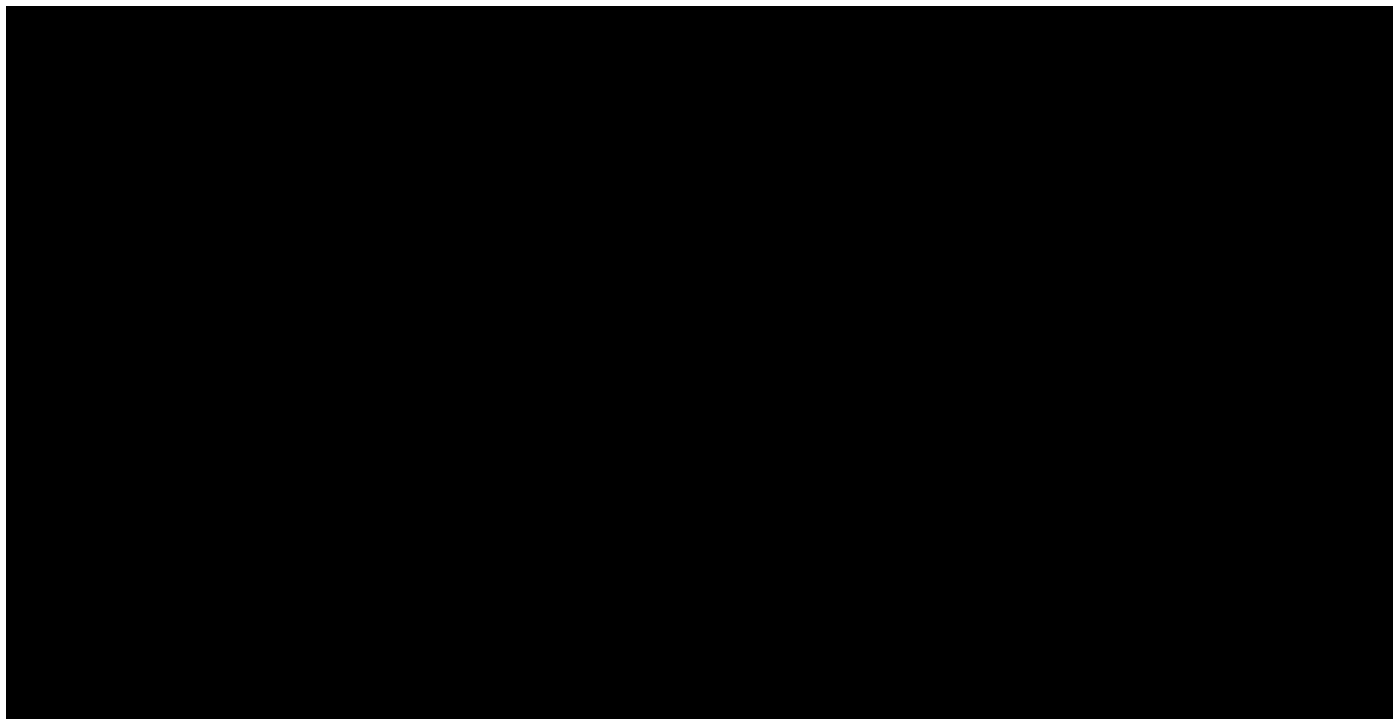


10. **Confidential Information.** Consultant acknowledges that performance under this Agreement may give it access to information owned or controlled by Sponsor or its respective members, managers, partners, officers, employees, successors and assigns (collectively, the “Affiliates”), the disclosure of which would cause substantial or irreparable harm to any or all of Sponsor and the Affiliates. For purposes of this Agreement, all information disclosed by Sponsor, or any of its respective Affiliates to Consultant, or to which Consultant gains access, regardless of the form of such information shall be deemed “Confidential Information,” whether disclosed before or after the Effective Date, and regardless of the medium or media on which such information is stored, recorded, conveyed, or communicated. Without limiting the generality of the foregoing, the following shall be deemed Confidential Information: (a) marketing plans; (b) investor lists and contacts; (c) identities of actual or prospective Investors; and (d) cost, profit, and other financial data; and (e) trade secrets. Consultant shall protect the Confidential Information by using the same degree of care with respect to such information that it would exercise with its own

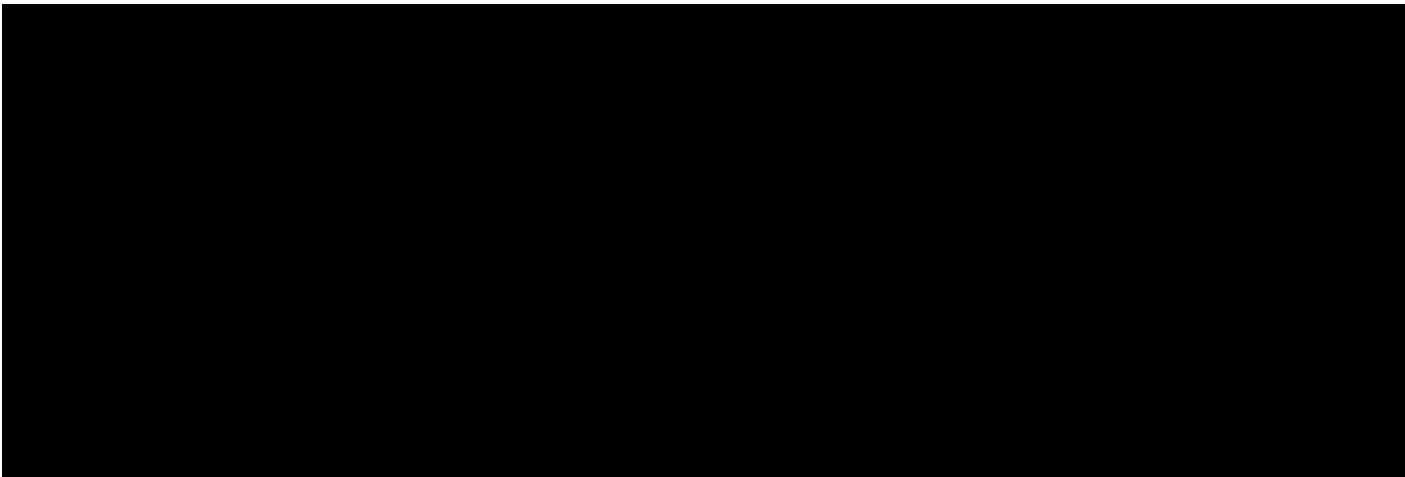
confidential information or trade secrets, but in any event no less than reasonable care. Consultant shall ensure that the Confidential Information is made available only to those employees of Consultant who need to know such information in connection with the performance of this Agreement. Consultant shall not, without Sponsor's prior written consent: (i) divulge such information to third parties; or (ii) copy documents reflecting Confidential Information. Consultant shall be liable for the unauthorized disclosure of the Confidential Information by Consultant's employees, agents, and contractors. Confidential documents may contain unique identifiers.











SPONSOR:

LAS VEGAS DEVELOPMENT FUND LLC

By: EB5 IMPACT CAPITAL REGIONAL CENTER, LLC, a Nevada limited liability company, Manager

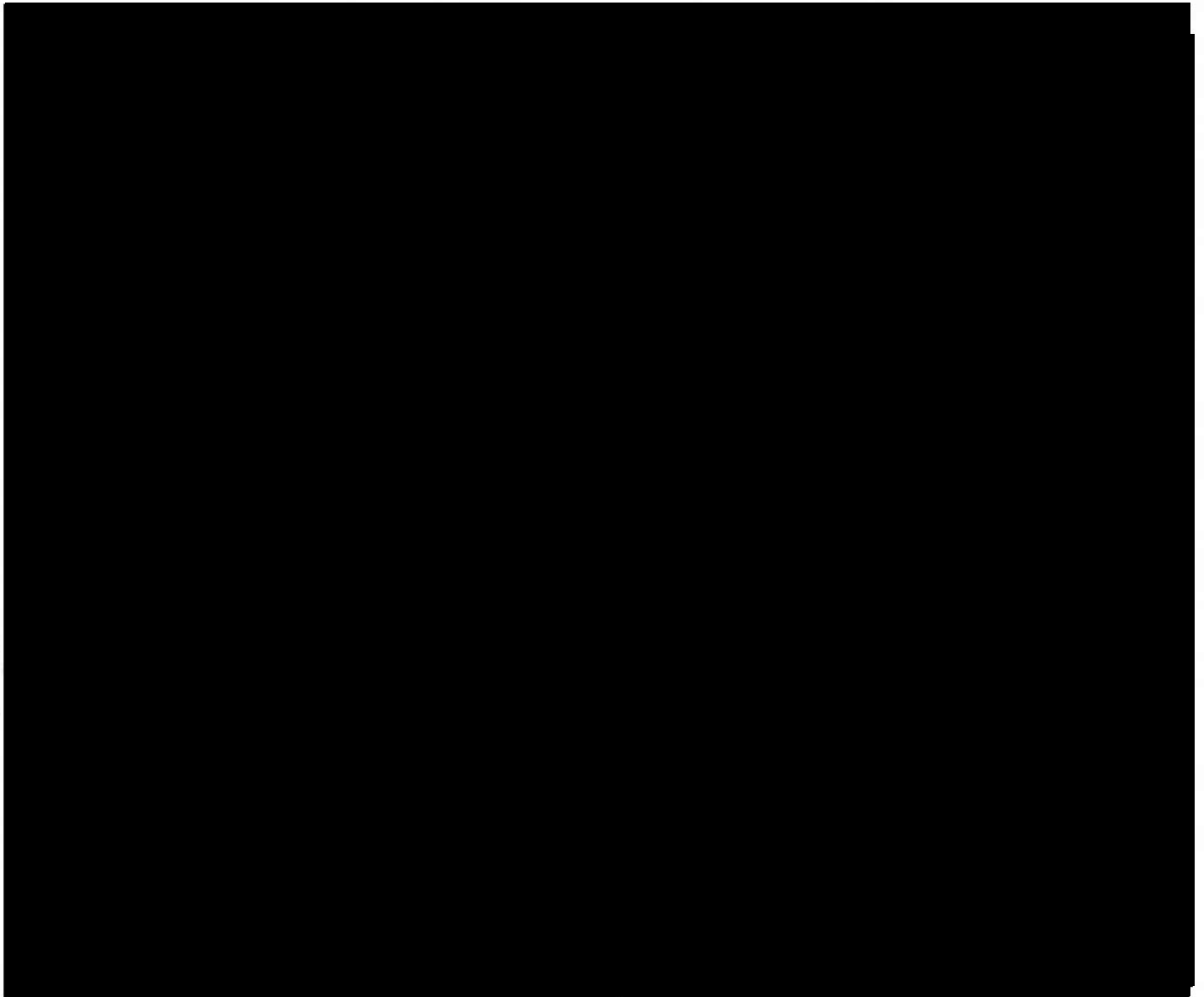
By: \_\_\_\_\_  
Robert W. Dziubla  
President and CEO

# Exhibit 3

LAS VEGAS DEVELOPMENT FUND LLC  
CLASS B MEMBERSHIP UNIT  
SUBSCRIPTION AGREEMENT

(Offering to Non-U.S. Subscribers)

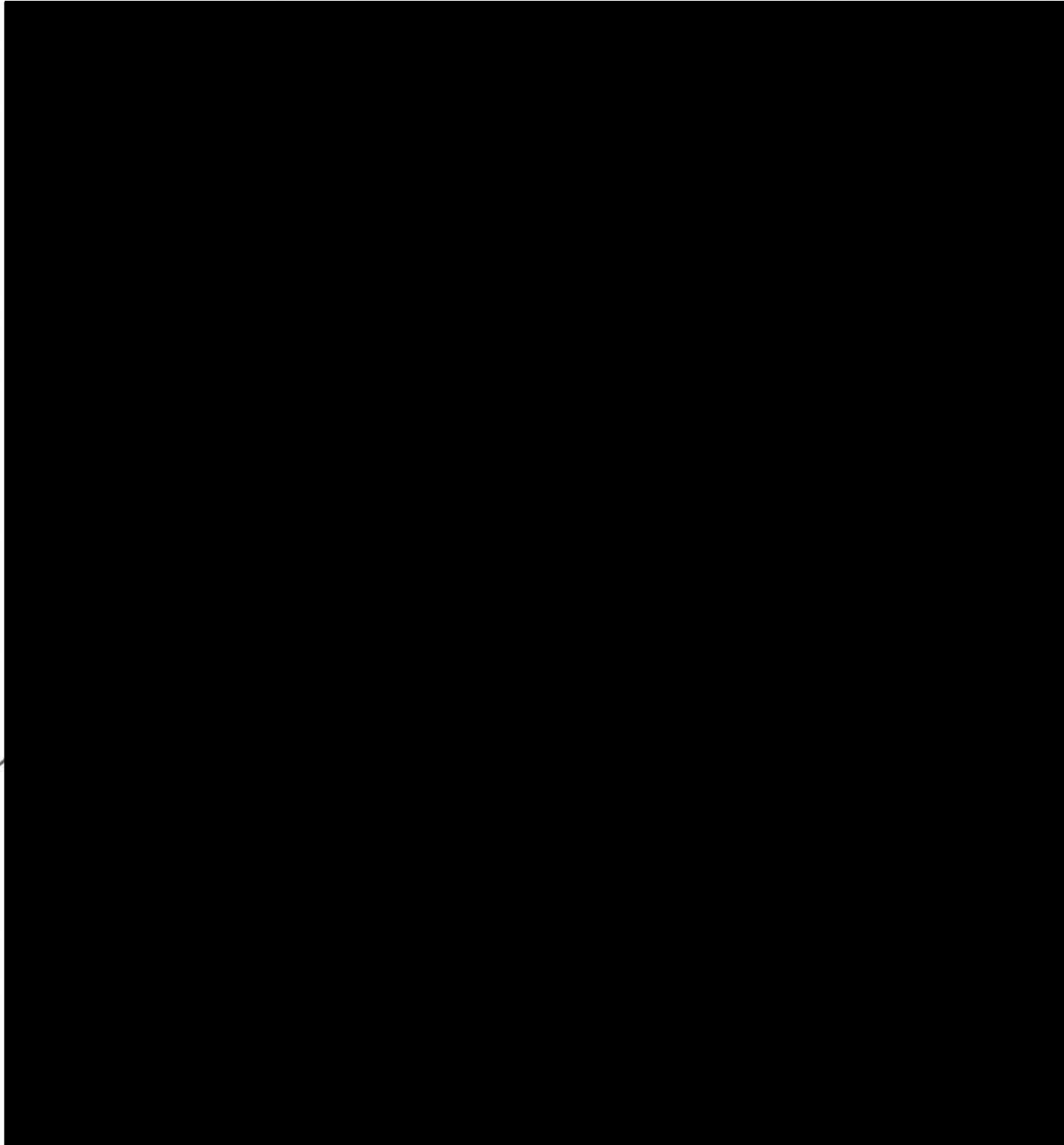
Dated as of July 1, 2016



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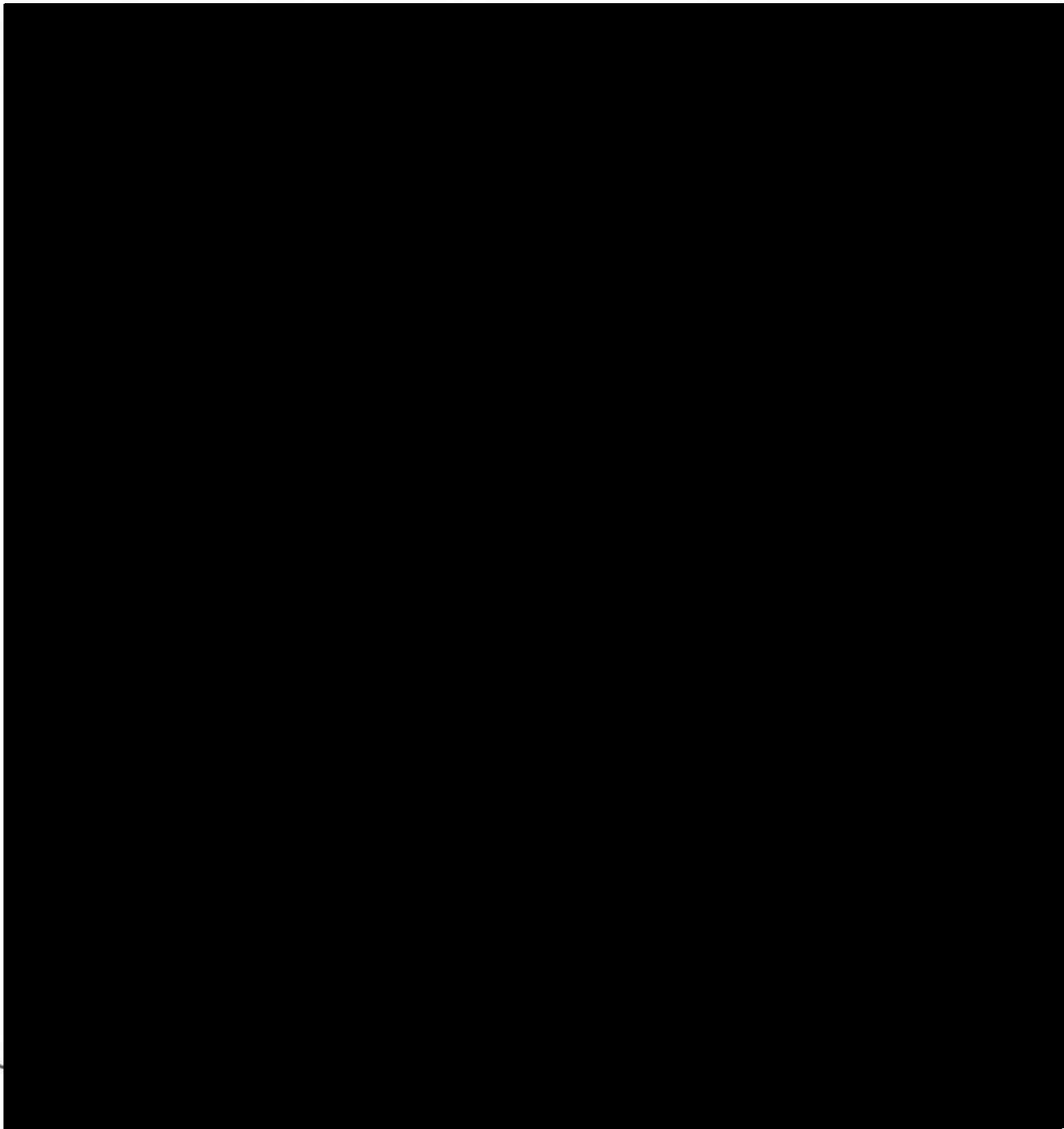
Dated as of July 1, 2016

**LAS VEGAS DEVELOPMENT FUND LLC**  
ATTN: EB5 Impact Capital Regional Center LLC  
P.O. Box 3003, 916 Southwood Blvd., Suite 1G  
Incline Village, Nevada 89450, USA



*P. W.*

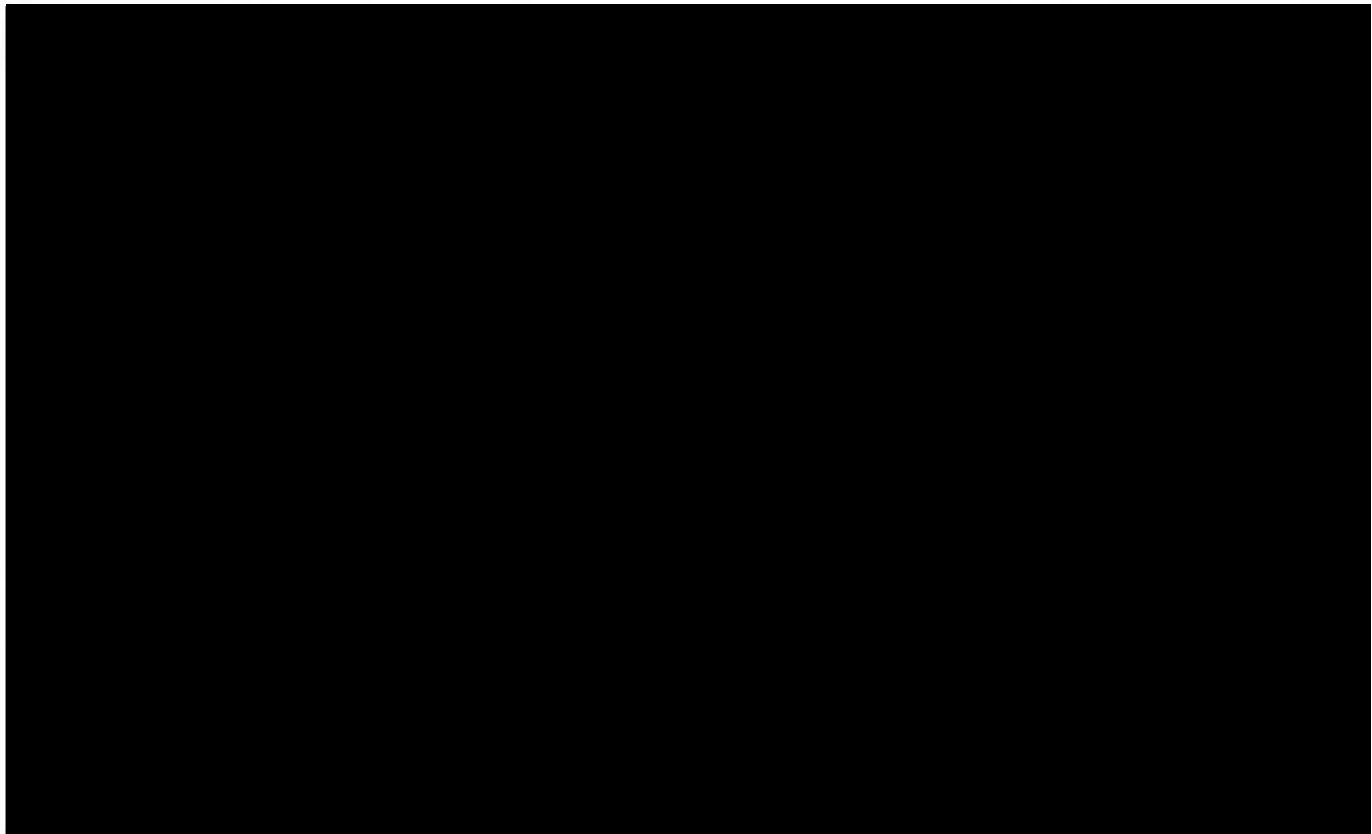
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7. Representations, Warranties, Covenants and Acknowledgements. [REDACTED]

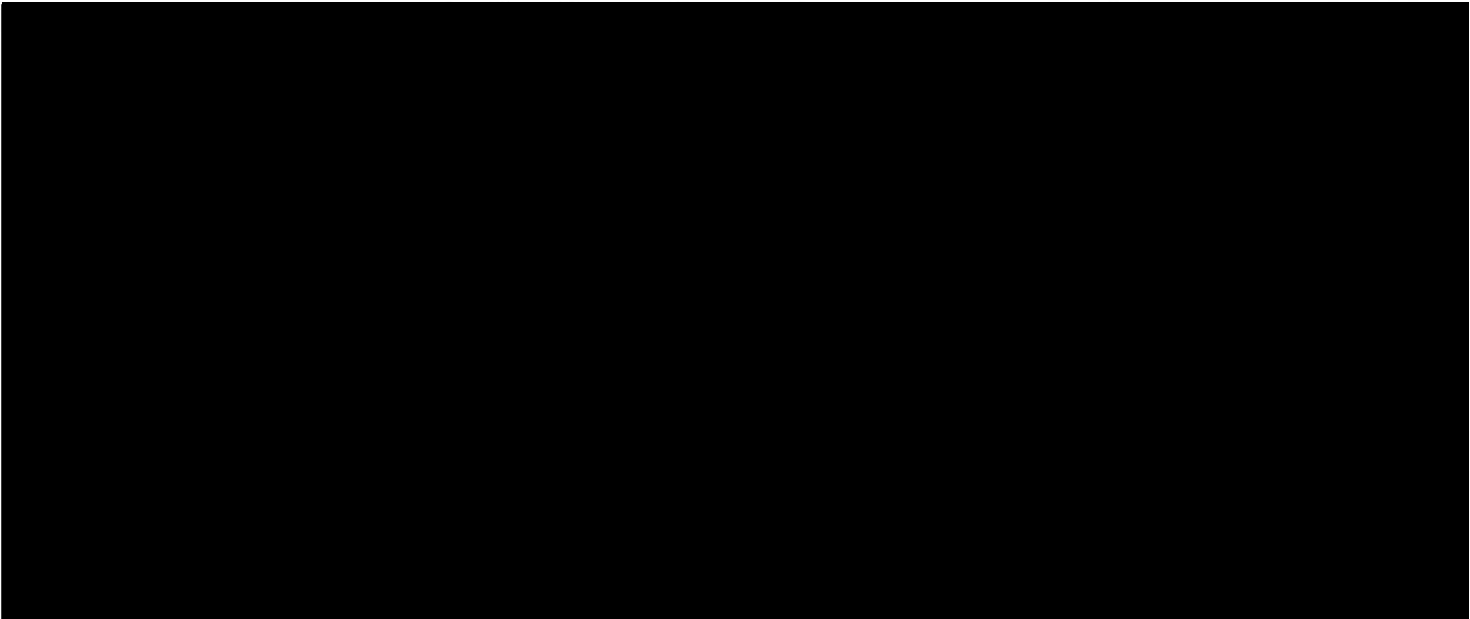
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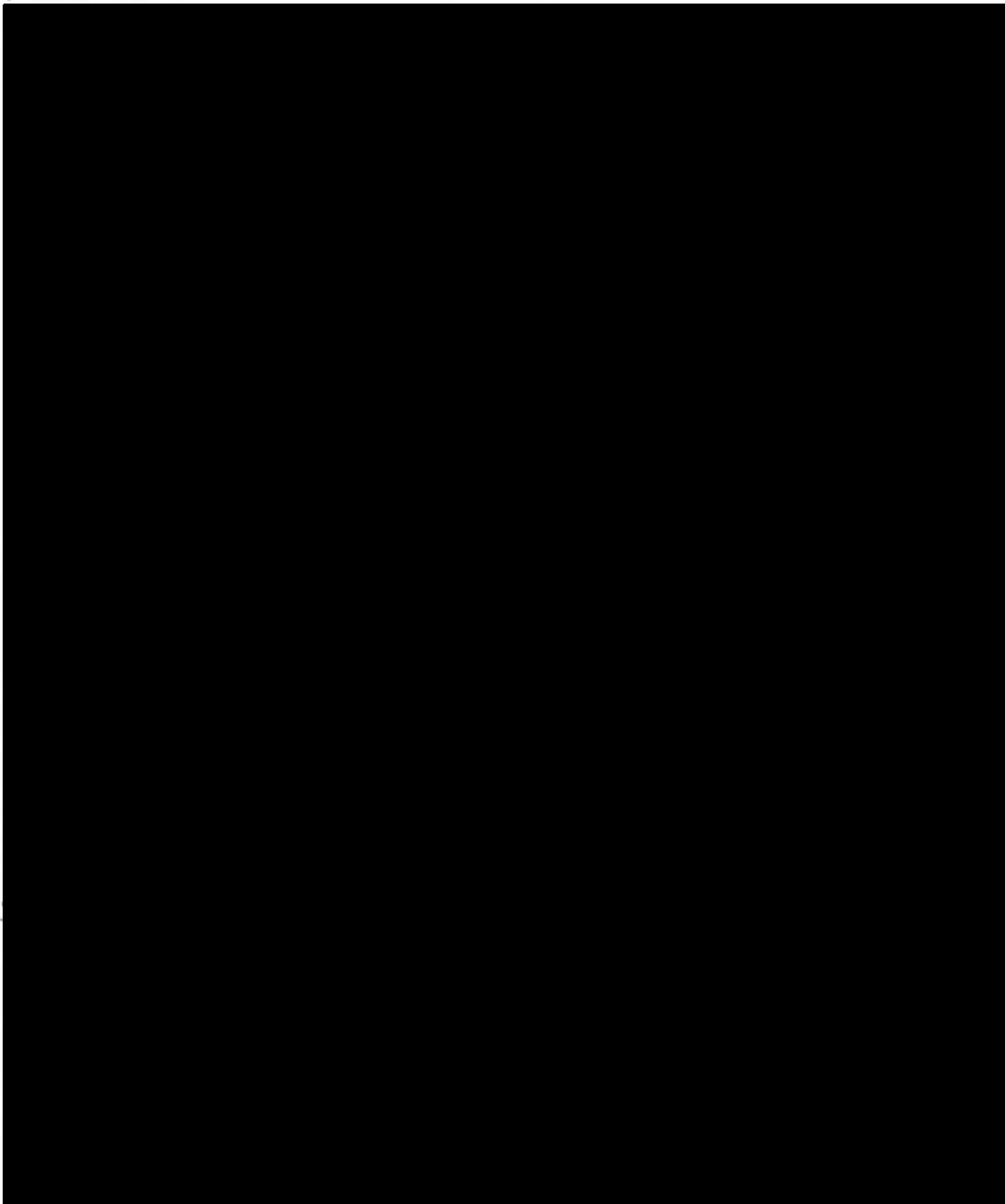
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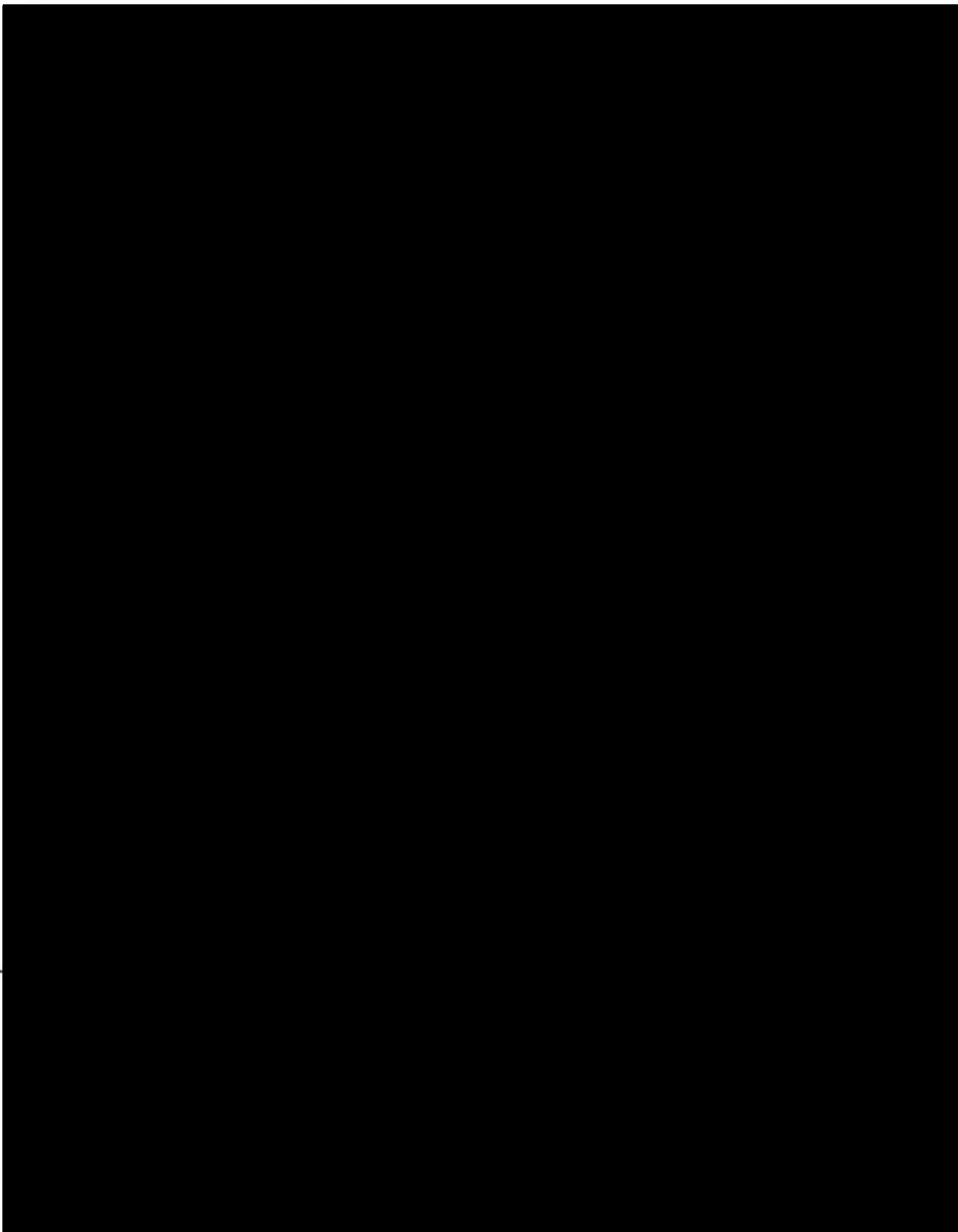
(g) I understand that the Unit is being sold by the Issuer and not by the Borrower, Front Sight Management LLC, or the Manager of the Facilities being developed, LaTour Resorts and Hotels or any of their respective members, managers or affiliates. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



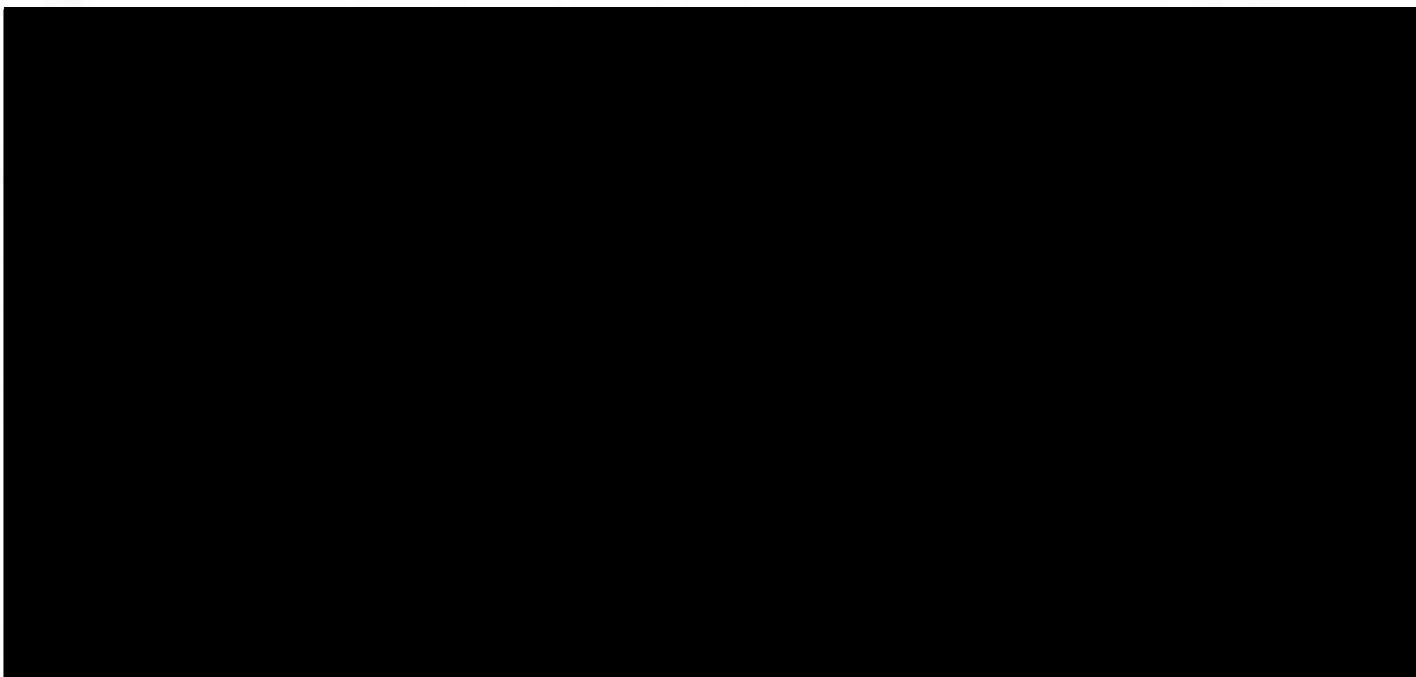


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*fu*





ACCEPTED ON July 5, 2016

**LAS VEGAS DEVELOPMENT FUND LLC**  
a Nevada limited liability company

By: **EB5 Impact Capital Regional Center LLC**

By:   
Jon Fleming, Manager



**Reception**

**From:** efilimgmail@tylerhost.net  
**Sent:** Monday, April 13, 2020 11:57 PM  
**To:** BKfederaldownloads  
**Subject:** Notification of Service for Case: A-18-781084-B, Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s) for filing Motion for Protective Order - MPOR (CIV), Envelope Number: 5928017

**Notification of Service**

Case Number: A-18-781084-B  
 Case Style: Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)  
 Envelope Number: 5928017



This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
<b>Case Number</b>	A-18-781084-B
<b>Case Style</b>	Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
<b>Date/Time Submitted</b>	4/13/2020 11:55 PM PST
<b>Filing Type</b>	Motion for Protective Order - MPOR (CIV)
<b>Filing Description</b>	Defendants' Motion for Protective Order re Discovery of Consultants and Individual Investors Confidential Information
<b>Filed By</b>	Kathryn Holbert
<b>Service Contacts</b>	Front Sight Management LLC: Traci Bixenmann ( <a href="mailto:traci@johnaldrichlawfirm.com">traci@johnaldrichlawfirm.com</a> ) John Aldrich ( <a href="mailto:jaldrich@johnaldrichlawfirm.com">jaldrich@johnaldrichlawfirm.com</a> )  Las Vegas Development Fund LLC: Joshua Dickey ( <a href="mailto:jdickey@baileykennedy.com">jdickey@baileykennedy.com</a> ) John Bailey ( <a href="mailto:jbailey@baileykennedy.com">jbailey@baileykennedy.com</a> ) Bailey Kennedy, LLP ( <a href="mailto:bkfederaldownloads@baileykennedy.com">bkfederaldownloads@baileykennedy.com</a> )

	<p>Kathryn Holbert (<a href="mailto:kholbert@farmercase.com">kholbert@farmercase.com</a>)</p> <p>Andrea Champion (<a href="mailto:achampion@baileykennedy.com">achampion@baileykennedy.com</a>)</p> <p>Keith Greer (<a href="mailto:keith.greer@greerlaw.biz">keith.greer@greerlaw.biz</a>)</p> <p>Dianne Lyman (<a href="mailto:dianne.lyman@greerlaw.biz">dianne.lyman@greerlaw.biz</a>)</p> <p>Mona Gantos (<a href="mailto:mona.gantos@greerlaw.biz">mona.gantos@greerlaw.biz</a>)</p>
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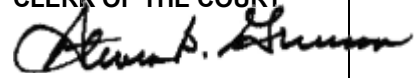
**Document Details**

<b>Served Document</b>	<a href="#">Download Document</a>
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This link is active for 30 days.

# EXHIBIT 4

Electronically Filed  
5/4/2020 4:04 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **RIS**  
JOHN R. BAILEY  
2 Nevada Bar No. 0137  
JOSHUA M. DICKEY  
3 Nevada Bar No. 6621  
ANDREA M. CHAMPION  
4 Nevada Bar No. 13461  
**BAILEY ❖ KENNEDY**  
5 8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
6 Telephone: 702.562.8820  
Facsimile: 702.562.8821  
7 JBailey@BaileyKennedy.com  
JDickey@BaileyKennedy.com  
8 AChampion@BaileyKennedy.com

9 C. KEITH GREER, ESQ.  
Cal. Bar. No. 135537 (*Pro Hac Vice*)  
10 **GREER AND ASSOCIATES, A PC**  
16855 West Bernardo Dr. Suite 255  
11 San Diego, California 92127  
Telephone: 858.613.6677  
12 Facsimile: 858.613.6680  
keith.greer@greerlaw.biz

*Attorneys for Defendants*

14 LAS VEGAS DEVELOPMENT FUND LLC;  
EB5 IMPACT CAPITAL REGIONAL CENTER  
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

22 LAS VEGAS DEVELOPMENT FUND LLC, a  
23 Nevada Limited Liability Company; et al,

Defendants.

Case No. A-18-781084-B  
Dept. No. XVI

**REPLY IN SUPPORT OF  
DEFENDANTS' MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS' AND  
INDIVIDUAL INVESTORS'  
CONFIDENTIAL INFORMATION**

**Hearing Date: May 13, 2020  
Hearing Time: 10:30 a.m.**

26 AND ALL RELATED COUNTERCLAIMS.  
27

**BAILEY ❖ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 **I. INTRODUCTION**

2 Front Sight's<sup>1</sup> Opposition is premised on multiple incorrect assumptions. While the EB5<sup>2</sup>  
 3 Parties have sufficiently demonstrated in their Motion<sup>3</sup> that information related to the EB-5  
 4 investors and foreign consultants constitutes trade secrets pursuant to NRS 600A.030, Front Sight's  
 5 Opposition<sup>4</sup> is largely premised on its incorrect assertion that the information cannot be deemed  
 6 trade secrets "because the information has already been disclosed to USCIS." Not so. *The EB5*  
 7 *Parties have never disclosed the investors and consultants to USCIS*<sup>5</sup> (nor are they required to).

8 The EB5 Parties are contractually required to keep the investor and consultant information  
 9 confidential and they have done so. The EB5 Parties maintain that this information constitutes trade  
 10 secrets and that Front Sight has failed to demonstrate that the lack of the investor and consultant  
 11 information will impair the presentation of their case to the point that an unjust result is a real,  
 12 rather than a mere possible, threat. *See In re Bridgestone/Firestone, Inc.*, 106 S.W.3d 730, 733  
 13 (Tex. 2003).

14 Moreover, Front Sight incorrectly assumes that the EB5 Parties' Foreign Placements Agents  
 15 and Consultants are widely known in the EB5 community and that, therefore, the EB5 Parties  
 16 cannot assert a trade secret objection over the disclosure of any of their private information  
 17 (including their names, contact information, and contracts). Front Sight is not only wrong, it goes  
 18 too far in asking for confidential information about the Foreign Placement Agents and Consultants.

19 The arguments presented by Front Sight fall flat; specifically:

20 - The EB5 Parties' Motion is not untimely. Rather, the EB5 Parties timely filed their  
 21 Motion in accordance with the Court's briefing schedule. Neither this Court, nor the Nevada Rules  
 22

23 <sup>1</sup> "Front Sight" refers to Plaintiff and Counter Defendant Front Sight Management, LLC.

24 <sup>2</sup> "EB5 Parties" refers to Las Vegas Development Fund, LLC ("LVD Fund"), EB5 Impact Capital Regional  
 25 Center, LLC ("EB5IC"), EB5 Impact Advisors, LLC ("EB5IA"), Robert W. Dziubla, Jon Fleming and Linda Stanwood,  
 collectively.

26 <sup>3</sup> "Motion" refers to Defendants' Motion for Protective Order Regarding Discovery of Consultants' and  
 Individual Investors' Confidential Information.

27 <sup>4</sup> "Opposition" refers to the Opposition to Defendants' Motion for Protective Order Regarding Discovery of  
 Consultants' and Individual Investors' Confidential Information, filed by Front Sight on April 27, 2020.

28 <sup>5</sup> "USCIS" refers to United States Citizenship and Immigration Services.

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1 of Civil Procedure, required the EB5 Parties to move for a protective order at the same time that they  
2 objected to the Requests for Production of Documents. Thus, Front Sight’s invitation to find the  
3 Motion untimely must be denied.

4 - The EB5 Parties have consistently maintained that the investor and consultant  
5 information constitutes trade secrets. The inadvertent omission of the investor information from the  
6 EB5 Parties’ second privilege log was simply a mistake. Front Sight knew it was a mistake because  
7 the EB5 Parties continued to maintain that the information was protected and therefore not subject to  
8 disclosure. The Court cannot now find that the EB5 Parties waived their right to protect the investor  
9 and consultant information as a result of their counsel’s inadvertent error.

10 - The information sought is not relevant to Front Sight’s claims. Front Sight is merely  
11 using the Requests for Production as fishing expedition for information unrelated to the claims and  
12 defenses in this case in its continued efforts to manufacture unmeritorious aspersions against the  
13 EB5 Parties. Front Sight has not alleged that the EB5 Parties never intended to market the Project.  
14 Indeed, Front Sight could not credibly do so because it received the benefit of the EB5 Parties’  
15 marketing to the tune of \$6,375,000—money Front Sight happily accepted. Front Sight’s  
16 misrepresentation and conspiracy claims are limited to their contention that the EB5 Parties  
17 misrepresented their ability and experience to raise money for the Project, the time it would take to  
18 raise money for the Project, the need for a regional center, the need for out-of-pocket expenses, and  
19 their exclusivity in Vietnam. The Requests for Production of Documents seek detailed personal  
20 information about the investors and the consultants (i.e., their names, addresses, financial  
21 information). None of the information sought is likely to lead to the discovery of admissible  
22 evidence.

23 - Based on Front Sight’s past conduct of contacting the consultants in order to malign  
24 the EB5 Parties, the EB5 Parties are not confident that the protective order in this case will  
25 sufficiently protect the investors and consultants’ information from disclosure or the investors and  
26 consultants from being harassed by Front Sight.

27 ///

28 ///



1 In the end, no basis exists to require the production of the individual investors and  
2 consultants' information to be produced. Consequently, this Court should grant this Motion, thereby  
3 protecting information related to the investors and the foreign placement consultants.

## 4 II. LEGAL ARGUMENT

### 5 A. The EB5 Parties' Motion Is Timely.

6 Contrary to Front Sight's contention, the EB5 Parties' Motion is timely. NRCP 34 sets forth  
7 the requirements for a party responding to a request for production of documents and requires that a  
8 party asserting an objection to a request must state whether any responsive materials are being  
9 withheld on the basis of the objection and permit the remainder of the request (if there is anything  
10 else to permit). *See* NRCP 34(b)(2)(C). When the EB5 Parties responded to Front Sight's First Set  
11 of Requests for Production of Documents, they did just that. In response to each request that could  
12 arguably call for the production of information that constitutes trade secrets, is confidential,  
13 proprietary, commercially sensitive, or information that is protected by rights of privacy, the EB5  
14 Parties asserted the appropriate objection(s) and then went on to specify whether they would be  
15 producing any portion of the responsive documents (usually agreeing to produce all documents  
16 related to the Injunction Issues that were ongoing at the time of the requests). Likewise, when the  
17 EB5 Parties responded to Front Sight's Second and Third Sets of Requests for Production of  
18 Documents, the EB5 Parties again asserted the appropriate objections and then went on to specify  
19 whether they would be producing any responsive documents in response to the request. (*See e.g.*,  
20 Ex. 3, true and correct excerpts from LVD Fund's Responses to Front Sight's Third Set of Requests  
21 for Production of Documents.)

22 As Front Sight acknowledges, the EB5 Parties' responses to the First Set of Requests for  
23 Production of Documents were served in anticipation of the pending Preliminary Injunction hearing  
24 within a shortened period of time—14 days, not the customary 30 days by rule—pursuant to the  
25 Court's July 10, 2019 Order. (*See* July 10, 2019 Min. Order.) But the Court's July 10, 2019 Order  
26 did *not* require the EB5 Parties to serve a motion for protective order within the 14 days allotted for  
27 the EB5 Parties' response. (*See id.*) Moreover, as Front Sight acknowledges, the Nevada Rules of  
28 Civil Procedure only require that "[p]arties who oppose discovery have the option of either

1 ***objecting to the discovery requests or proactively filing a motion for protective order.***” (Opp. at  
2 3:18-21) (citing Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedure § 2035 (3d  
3 ed. 2013) (emphasis added).

4 Despite this recognition, Front Sight inexplicably argues that the EB5 Parties must have done  
5 both at the same time in order to avoid a waiver of their objections. Front Sight even goes so far as  
6 to acknowledge that NRCP 26(c) does not provide a time frame for a party to bring a motion for  
7 protective order, but then argues that based on the law of *other jurisdictions*, this Court should find  
8 the EB5 Parties’ Motion untimely because it was not served in conjunction with the discovery  
9 responses. Front Sight’s argument fails for two reasons.

10 First, the primary unpublished decision Front Sight relies on to support the proposition that a  
11 motion for protective order is only timely if filed prior to the date set for producing discovery—  
12 *Lexington Ins. Co. v. Swanson*, No. CO5-1614P, 2006 U.S. Dist. LEXIS 89424 (W.D. Wash.,  
13 2006)—says no such thing. (*See* Ex. 4.) Neither do any of the prior unpublished decisions from  
14 *Lexington*. *See generally Lexington Ins. Co. v. Swanson*, Case No. C05-1614P, 2006 U.S. Dist.  
15 LEXIS 79454 (W.D. Wash. Oct. 31, 2006); *Lexington Ins. Co. v. Swanson*, Case No. C05-1614P,  
16 2006 U.S. Dist. LEXIS 16628 (W.D. Wash. Mar. 20, 2006). Front Sight has not cited a single case,  
17 either in Nevada or elsewhere, that required the EB5 Parties to simultaneously move for a protective  
18 order in addition to lodging objections in response to Front Sight’s Requests for Production of  
19 Documents. Put another way, Front Sight asks this Court, without any supporting authority, to  
20 rewrite NRCP 26(c) to omit the words “have the option to either” and change the word “or” to “and”  
21 such that it now reads: “parties who oppose discovery have to object to the discovery requests and  
22 proactively filing a motion for protective order.” Front Sight’s invitation to substantially change the  
23 language and meaning of NRCP 26(c) must be rejected. *See e.g., Teleford v. HUD*, Case No. 3:16-  
24 CV-03033-RAL, 2016 U.S. Dist. LEXIS 169636, at \*5 (D.S.D. Dec. 8, 2016) (“This Court cannot  
25 rewrite the Federal Rules of Civil Procedure to create different rules . . . .”)

26 Second, the EB5 Parties’ Motion is made pursuant to the Court’s March 25, 2020 Order. As  
27 this Court will recall, Front Sight originally moved to compel the EB5 Parties to provide  
28 supplemental responses to the Requests for Production of Documents, without objection. The EB5

1 Parties argued, in response, that there were various confidentiality and privilege issues that would  
 2 prevent the disclosure of some of the documents requested. (*See generally* Defs.’ Opp. to Pl’s Mtn  
 3 to Compel Further Responses to Request for Production of Documents and for Sanctions, filed  
 4 9/30/2019). While the Court ordered the EB5 Parties to provide additional supplemental responses  
 5 to the Requests for Production of Documents, the Court did not address the privilege and  
 6 confidentiality concerns and, instead, told the EB5 Parties to assert any privilege(s) it may have in a  
 7 privilege log and to file a motion for protective order by March 30, 2020. (*See* Order Granting  
 8 Plaintiff’s Motion to Compel, filed 3/25/2020.) By stipulation, the parties later agreed to move the  
 9 EB5 Parties’ deadline for filing a protective order to April 13, 2020. (*See* Stipulation and Order  
 10 Resetting Hearings and Briefing Schedule, filed 3/27/2020.) Because the EB5 Parties timely filed  
 11 their Motion pursuant to the Court’s scheduling order, no credible argument exists that the EB5  
 12 Parties’ Motion is untimely.<sup>6</sup>

13 **B. The Information Sought Constitutes Trade Secrets.**

14 As outlined in the Motion, the Court must follow a two-step process for determining whether  
 15 to issue a protective order for trade secrets. First, the EB5 Parties must establish that the information  
 16 sought is, in fact, a trade secret. *In re PraireSmart, LLC*, 421 S.W. 3d 296, 305 (Tex.App.2014).  
 17 Then, the burden shifts to Front Sight to establish that the information sought is *necessary* for a fair  
 18 adjudication of its claims. *Id.*; *see also In re Bridgestone*, 106 S.W. 3d 730 (“The burden on the  
 19 party seeking discovery of trade secrets requires a demonstration with specificity of exactly how the  
 20 lack of the trade secret information will impair the presentation of the case on the merits to the point  
 21 that an unjust result is a real, rather than a mere possible, threat.”).

22 Front Sight contends that the information sought cannot be a trade secret under NRS  
 23 600A.030 because it has been made publicly available and because the EB5 Parties do not derive

24 ///

25 \_\_\_\_\_  
 26 <sup>6</sup> Front Sight’s arguments are unconstrained by the truth. Not only has Front Sight cited and quoted a case that  
 27 contains no such holding or quote, but Front Sight goes on to argue that the EB5 Parties waived its privilege assertions  
 28 by failing to comply with the Court’s March 25, 2020 Order. (*See* Opp. at 14:20-15:4.) But Front Sight does not bother  
 to mention the March 27, 2020 Stipulation and Order that was filed on its counsel’s own pleading paper that extended  
 the EB5 Parties’ deadline for moving for a protective order and providing a privilege log until April 13, 2020.

1 any ongoing economic benefit from the investor and consultant information. Both arguments must  
2 be rejected by this Court.

3 **1. LVD Fund Has Not Disclosed Its Investors to USCIS.**

4 Front Sight's Opposition is largely premised on the assumption that the EB5 Parties  
5 disclosed the investors' files to USCIS. They repeat *ad nauseam* throughout their Opposition that  
6 the investor files cannot be considered trade secrets "because the information has already been  
7 disclosed to USCIS." (*See Opp.* at 3:2-5, 5:20-21 ("Moreover, LVDF was required to submit the  
8 identities of all investors, including the amount and source of their investments, to USCIS."), 8:4-6  
9 ("Defendants fail to demonstrate how the identities of individual investors that have already been  
10 disclosed to the federal government constitute trade secrets where Defendants failed to keep the  
11 information out of the public's reach.") (emphasis in original), 13:2-22 ("Defendants have disclosed  
12 the information contained in the investor files to USCIS; therefore, they cannot be trade secrets."),  
13 14:3-4 ("Even if the investor files were privileged at some point, Defendants waived privilege by  
14 disclosing the information to USCIS.")).

15 ***Front Sight's assumption that the EB5 Parties have disclosed the information from the***  
16 ***Investor Files to USCIS is not only unsupported--it is simply false.*** As Robert Dziubla declared in  
17 support of the Motion, LVD Fund considers the identity of its placement consultants and investors  
18 and the specific arrangements with those individuals and entities to be trade secrets. (*See Aff.* of  
19 Robert Dziubla in Support of Mtn for Prot. Order, ¶ 4.) LVD Fund is contractually obligated to  
20 maintain the consultants' and individuals' information as confidential. (*See id.* ¶ 5.) ***LVD Fund has***  
21 ***never disclosed investor information to USCIS.*** (*See Declaration of Robert Dziubla* ("Dziubla  
22 Decl."), attached hereto as Exhibit 1, ¶ 5-8). Front Sight cannot make something true by repeating it  
23 over and over. Put simply, there has never been a disclosure of the investor information by the EB5  
24 Parties.<sup>7</sup>

25 ///

26  
27 <sup>7</sup> To be clear, the individual investors do have an obligation to file appropriate petitions with USCIS. While LVD  
28 Fund has a contractual obligation to provide the investors with the information they need to submit those petitions, LVD  
Fund is not responsible for, or involved in, the submission of the investors' petitions. (*Id.* at ¶ 8.).

1                   **2. Front Sight’s Belief That the Consultants Are Widely Known in the EB5**  
 2                   **Industry Is Pure Speculation.**

3                   Front Sight’s contention that the identities of the consultants are widely known is likewise  
 4 baseless. Front Sight’s contention is based on its unsupported assumption that the foreign placement  
 5 consultants from many regional centers attend the same EB-5 conferences and trade shows. (Opp. at  
 6 8:10-18.) However, LVD Fund is not aware of any of its consultants ever attending an EB-5  
 7 conference or road show. *See id.* at ¶ 11. To LVD Fund’s knowledge, its consultants have only  
 8 conducted *internal* road shows and presentations to their handpicked clients who have shown (or  
 9 may have) a potential interest in the Front Sight Project. *Id.* at ¶ 13.

10                   Likewise, while Front Sight cites to a 2016 tour of the Front Sight facility by members of one  
 11 of the foreign consultant company (Sinowel) as evidence that the EB5 Parties have previously  
 12 disclosed and made the consultants available to Front Sight, (*see* Opp. at 9:1-5), their contention is  
 13 belied by their own claims in this case. Front Sight has repeatedly claimed that the EB5 Parties have  
 14 “consistently refused Front Sight’s requests to have direct contact with parties reportedly and  
 15 purportedly performing services to find EB-5 investors, including King Liu and Jay Li, principals of  
 16 the Sinowel firm.” (Second Am. Compl. ¶ 39.) The reason the EB5 Parties have not made the  
 17 consultants available to Front Sight is that the consultants’ information is proprietary information.<sup>8</sup>

18                   **3. The EB5 Parties Derive Economic Value From the Protected**  
 19                   **Information.**

20                   Of course, Front Sight does not stop at arguing (unsuccessfully) that the investor and  
 21 consultant information has been previously disclosed. Front Sight also argues that the investor  
 22 information cannot be a trade secret under NRS 600A.030 because “it does not confer upon LVD  
 23

---

24 <sup>8</sup> A trade secret is statutorily defined as “information, including, without limitation, a formula, pattern,  
 25 compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer  
 26 programming instruction or code that: (1) Derives independent economic value . . . and (2) *Is the subject of efforts that*  
 27 *are reasonable under the circumstances to maintain its secrecy.*” NRS 600A.030 (emphasis added). Therefore,  
 28 assuming *arguendo* that LVD Fund either disclosed the names of the investors to USCIS (it did not) or the consultants  
 were known within the EB-5 community, information about the investors and consultants are still considered trade  
 secrets because (1) any disclosure of the investors and consultants identity to USCIS or potential EB-5 investors at road  
 shows was reasonable under the circumstances and (2) the EB5 Parties still took additional steps to protect all other  
 information regarding the investors and consultants.

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1 Fund any ongoing economic benefits.” (Opp. at 6:4-7.) Again, Front Sight’s contention is based on  
2 an incorrect assumption. Front Sight wrongly assumes that the only potential future economic  
3 benefit its investors may have is to reinvest in another EB-5 project. (*See id.* at 6:8-9) (“Because the  
4 investors cannot reinvest in another project, there is no ongoing economic benefit to their  
5 participation in the program to LVDF.”). The investors may not have any need to invest in another  
6 EB-5 project after investing in the Front Sight Project if their investment in the Front Sight Project  
7 paves the way to U.S. Citizenship. However, there is nothing precluding the investors from  
8 investing in other, non EB-5 projects in which the EB5 Parties may be involved. Indeed, one of the  
9 benefits for the EB5 Parties of doing EB-5 projects is to have a pool of wealthy potential investors  
10 that they know. The EB5 Parties establish a relationship of trust with their EB-5 investors during the  
11 EB-5 project and that, in turn, makes the investors more willing to invest in other projects with  
12 which the EB5 Parties may be involved.<sup>9</sup>

13 The only thing Front Sight gets correct in their Opposition is its concession that the  
14 “consultants can confer upon LVDF future economic benefits.” (Opp. at 9:6-9.)

15 **4. Courts Have Rejected Front Sight’s Argument That the Investor and**  
16 **Consultant Information Does Not Constitute Proprietary Information.**

17 Finally, while Front Sight takes great pains to distinguish EB-5 investors and foreign  
18 placement consultants from the type of proprietary information typically protected (such as customer  
19 lists, this Court need not look any further than the recent decision where the Court concluded that  
20 EB-5 information is proprietary and therefore must be protected absent a compelling need. In *CMB*  
21 *Exp. LLC v. Atteberry*, Case No. 4:13-cv-04051-SLD-JEH, 2016 U.S. Dist. LEXIS 134795 (C.D. Ill.  
22 Sept. 29, 2016), the plaintiff, a regional EB5 center, sued a former employee, the defendant, for  
23 allegedly taking proprietary information when she left. 2016 U.S. Dist. LEXIS 134795, at \*2-4. In  
24 discovery, the plaintiff issued written discovery requests to the defendant, asking her to disclose  
25 information about her business dealings with a different EB-5 entity (documents that were generated  
26

27 <sup>9</sup> LVD Fund has contractually agreed to protect the investors’ personal information because discretion is  
28 important to the EB-5 investors. If this Court were to order LVD Fund to produce the investors’ information, the  
investors may be disincentivized from doing any future business with the EB5 Parties.

1 after she left her employment with the plaintiff). *Id.* at \*6-7. Defendant objected on the basis that  
 2 the information was contractually protected and constituted trade secrets. *Id.* at \*7-8. Notably, the  
 3 information sought included the EB-5 project applications, term sheets, plans, **and investor and**  
 4 **consultants' information**. *Id.* at \*9. Initially, the Magistrate Judge permitted the discovery but then  
 5 ruled in the defendant's favor on a motion for reconsideration. *Id.* Ultimately, the Magistrate Judge  
 6 concluded that *even though the case related to allegedly stolen trade secrets, the plaintiffs would not*  
 7 *be entitled to the discovery it sought from the defendant unless they "make a specific showing*  
 8 *through motions with the court—specific—as to how the discovery sought relates to their claim[s]."*  
 9 *Id.* at \*12-13. Plaintiff appealed to the District Court making the same argument that Front Sight  
 10 makes now—that it has “nowhere else to go to discover” the documents. *Id.* at \*15. The District  
 11 Court affirmed the Magistrate's ruling, noting that the Magistrate's ruling only put a narrow  
 12 restriction in place to protect defendant's “proprietary information.” *Id.* at \*17. There is a more  
 13 credible argument to be made in *CMB* that the plaintiff would be entitled to the investor and  
 14 consultant information because the plaintiff wanted that information to determine if the defendant  
 15 had utilized the plaintiff's trade secret information (including contacting its investors and  
 16 consultants) for another EB-5 raise. There is no similar compelling need here (as discussed below).

17 **C. The EB5 Parties Have Not Waived Their Objections to the Production of the**  
 18 **Information Sought.**

19 Front Sight next falsely contends that the EB5 Parties have waived any privilege assertions  
 20 they may have over the investors and consultants' information. Specifically, Front Sight argues that:  
 21 (i) the EB5 Parties have waived any privilege as to the “Investor Files” bates numbered A-015270-  
 22 A018192 because, while the EB5 Parties included the “Investor Files” on their first privilege log, the  
 23 “Investor Files” were omitted from the EB5 Parties' second privilege log; (ii) by disclosing the  
 24 information sought to USCIS, the EB5 Parties have waived the privilege asserted in their first  
 25 privilege log; and (iii) by citing the “Investor Files” in response to some of the Requests for  
 26 Production, the EB5 Parties have waived any assertions of privilege. These arguments fail.<sup>10</sup>

27 <sup>10</sup> Front Sight also argues that the “Investor Files” are not protected by the attorney-client privilege because they  
 28 must be considered “facts” not “communications.” (*See Opp.* at 13:14-18.) To be clear, the EB5 Parties agree that the  
 Investor Files are not protected by the attorney-client privilege because the EB5 Parties do not represent the investors.



1                   **1. The Investor Files Were Inadvertently Omitted From the Second**  
 2                   **Privilege Log and an Inadvertent Omission Cannot Constitute a Waiver.**

3                   Front Sight makes much ado about the EB5 Parties’ failure to include the Investor  
 4 Information in their second privilege log, served on February 26, 2020. (*See* Opp. at 12:14-22, 14:6-  
 5 8.) The EB5 Parties were not even aware until Front Sight’s Opposition was filed that their February  
 6 26, 2020 privilege log did not include the Investor Information. The Investor Information was  
 7 simply inadvertently omitted from the February 26, 2020 privilege log. (*See* Declaration of C. Keith  
 8 Greer (“Greer Decl.”), attached hereto as Exhibit 2, ¶ 5-11.) This Court cannot find that the  
 9 inadvertent omission of the Investor Information constitutes a waiver of the EB5 Parties’ trade  
 10 secrets assertions. *See e.g., Fahrenkrug v. Verizon Servs. Corp.*, No. 5:11-cv-1014 (GLS/ATB),  
 11 2013 U.S. Dist. LEXIS 197441, at \*8–\*9 (N.D.N.Y. Nov. 21, 2013) (“[Plaintiffs] assertion that an  
 12 inadequate log compels waiver of the asserted privilege is too rigid.”); *Healthier Choice Flooring,*  
 13 *LLC v. CCA Global Partners, Inc.*, NO. 1:11-CV-2504-CAP, 2013 U.S. Dist. LEXIS 193345, at \*44  
 14 (N.D. Ga. Jan. 4, 2103) (finding that where items were included on one version of a privilege log but  
 15 omitted from another, no prejudice existed on which to base a waiver of privilege).

16                   As the Court recognized in *La. CNI, LLC v. Landmark Am. Ins. Co.*, No. 06-112-D-M2, 2006  
 17 U.S. Dist. LEXIS 104163, at \*17 (M.D. La. Oct. 18, 2006), the Rules of Civil Procedure, the law,  
 18 and commentators all recognize that “waiver of privileges and/or objections is a ‘serious sanction  
 19 most suitable for cases of unjustified delay, inexcusable conduct, and bad faith.’” While the Court  
 20 has discretion to determine whether a waiver of privilege has occurred, “minor procedural violations,  
 21 good faith attempts at compliance, and other such mitigating circumstances bear against finding  
 22 waiver.” *Sprint Comm’ns. Co. L.P. v. Big River Tel. Co., LLC*, No. 08-2046-JWL, 2009 U.S. Dist.  
 23 LEXIS 78249, at \*3 (D. Kan. Sept. 2, 2009). The EB5 Parties served their first privilege log on  
 24 February 5, 2020—over a month before the Court required them to do so—therefore, the subsequent  
 25 inadvertent omission of the Investor Information mitigates against the finding of a waiver.<sup>11</sup>

26  
 27 The EB5 Parties only maintain that the Investor Files are proprietary trade secret information that must be protected from  
 disclosure.

28 <sup>11</sup> NRCP 26(b)(5)(C) allows a party who inadvertently produces privileged or protected materials to “claw back”  
 documents and requires that the receiving party return, sequester, or destroy the protected information. It would make



2. The EB5 Parties Never Disclosed Investor Information to USCIS.

As discussed above, the EB5 Parties have never disclosed the information sought to USCIS. Therefore, the Court cannot find a waiver of the investor information in this case.

3. The EB5 Parties Have Never Waived Their Objection to the Production of the Investor Files and Any Citation to the Investor Files by Counsel Cannot Be Considered a Waiver of Their Objection.

Finally, Front Sight argues that LVD Fund’s identification of the Investor Files in its supplemental discovery responses “without a direct claim of privilege or reference to a privilege log further constitutes a waiver of privilege.” (See Opp. at 14:8-13.) The Court should not find that the LVD Fund’s identification of the Investor Files in response to some of the Requests for Production constitutes an absolute waiver.

LVD Fund very clearly reserved the right to condition the production of any documents containing confidential or proprietary information or trade secrets on the Court’s decision governing disclosure of proprietary information or trade secrets (i.e., this Motion which was simultaneously filed with the supplemental responses). (See Ex. 5, true and correct excerpts from LVD Fund’s Third Supplemental Resp. at pg. 3, General Objection 5) (“Responding Party reserves the right to condition the production of documents containing confidential or proprietary information or trade secrets on the Court’s issuance of a confidentiality or protective order governing the disclosure of any such information.”). In addition, LVD Fund maintained “any privilege or protection against disclosure afforded to documents containing confidential or proprietary information or trade secrets.” (Id. at pg. 4, General Objection 6.) Moreover, because the EB5 Parties and their counsel were unaware of the clerical error that led to the inadvertent omission of the Investor Files from the February 26, 2020 privilege log, they only intended their reference to the Investor Files in the supplemental responses to specifically identify the documents being withheld based on their objections (and referring Front Sight to the privilege log); not as a waiver of the privilege. (See Greer Decl. at ¶ 13.)

///

little sense to allow parties to “claw back” documents that have been inadvertently produced but not allow the EB5 Parties to cure an inadvertent omission from a privilege log.

1 Although the EB5 Parties have been unable to find any case law on counsel’s ability to  
2 unintentionally waive a client’s trade secret objections, courts routinely find that counsel cannot  
3 accidentally or inadvertently waive a client’s attorney-client privileged objections. *See e.g., F.D.I.C.*  
4 *v. Fid. & Deposit Co. of Maryland*, 196 F.R.D. 375, 380 (S.D. Cal. 2000) (“Waiver of the privilege .  
5 . . . does not occur by accidental, inadvertent disclosure of privileged information by the attorney.”)  
6 (internal quotation marks omitted); *Premiere Digital Access, Inc. v. Cent. Tel. Co.*, 360 F. Supp. 2d  
7 1168, 1174-75 (D. Nev. 2005) (“Nevada statutes and the precedent of the Nevada Supreme Court  
8 establish that waiver of the privilege may only occur due to a voluntary disclosure, and that [such]  
9 disclosure must be made by the client . . . .”); *accord Manley v. State*, 979 P.2d 703, 707 n.1 (Nev.  
10 1999) (“While the attorney may claim the privilege on the client’s behalf, only the client has the  
11 ability to waive it.”). The EB5 Parties respectfully submit that the same reasoning applies here.  
12 Because the EB5 Parties always intended to stand on their objections (as indicated by their general  
13 objections and the discussions between the parties and this Court leading up to the filing of the  
14 Motion), any reference to the Investor Information in response to some of the Requests for  
15 Production by counsel should not constitute a waiver of the EB5 Parties’ objections.

16 **D. The Information Sought Is Irrelevant.**

17 Front Sight also failed to establish the second part of the two-prong inquiry by failing to  
18 demonstrate, *with specificity*, exactly how the lack of the trade secret information will result in an  
19 unjust result (rather than a mere possibility).

20 Although Front Sight spends seven and a half pages attempting to demonstrate the relevance  
21 of the protected information, it conspicuously avoids discussing the actual claims before this Court.  
22 Front Sight has alleged in its Second Amended Complaint that the EB5 Parties misrepresented their  
23 ability and experience (Second Am. Compl. ¶ 11), their ability to raise money for the Project (*id.*, ¶  
24 12, 16, 19-20, 23), the need to pay their out-of-pocket expenses (*id.*, ¶ 12), the money they would  
25 take from the EB-5 raise (*id.*, ¶ 17), their ability to exclusively market EB-5 projects in Vietnam (*id.*,  
26 ¶ 18), the need for a regional center (*id.*, ¶ 19-22), and the time needed for the approval process (*id.*,  
27 ¶ 26). However, Front Sight has *not* alleged that the EB5 Parties never intended to market the  
28 project, that they only did the bare minimum to market the project in order to convert the marketing

1 fees for personal use, or that they violated Regulation S. (*See generally id.*) Accordingly, there is no  
 2 basis for Front Sight to obtain the EB5 Parties' contracts with its consultants, the consultants'  
 3 compensation information, or any information related to Regulation S (i.e., the identities of the EB5  
 4 Parties' migrant consultants, the places where the consultants engaged in marketing efforts, and the  
 5 materials they used).<sup>12</sup> Therefore, a protective order on the Requests for Production is warranted.  
 6 *See CMB*, 2016 U.S. Dist. LEXIS 134795, at \* 12-13 (protecting EB-5 information from disclosure  
 7 because the plaintiff failed to "make a specific showing . . . as to how the discovery sought relates to  
 8 their claim[s]"); *see also In re Prariesmart*, 421 S.W.3d at 305 (requiring that the party seeking  
 9 discovery of trade secrets demonstrate "with specificity exactly how the lack of trade secret  
 10 information will impair the presentation of the case on the merits to the point that an unjust result is  
 11 a real, rather than a merely possible, threat. *The test cannot be satisfied merely by general assertions*  
 12 *of unfairness.* Nor is necessity established by a claim that the information would be useful rather  
 13 than necessary. If an alternative means of proof is available that would not significantly impair the  
 14 presentation of the case's merits, then the information is not necessary. Finally, *this specificity*  
 15 *showing must be made with regarding to each category of trade secret information that is sought.*")  
 16 (emphasis added) (internal citations omitted).

17 **E. A Protective Order Is Not Sufficient.**

18 As addressed in the Motion, the EB5 Parties are reasonably concerned that the Court's entry  
 19 of the Protective Order is insufficient to protect the disclosure of any proprietary trade secret  
 20 information (assuming any is required to be produced). Front Sight has already demonstrated its  
 21 intent to harass the investors and consultants. Front Sight's hollow promises not to contact any  
 22 investors of consultants without first seeking leave of the Court do not assuage these concerns given  
 23 its prior conduct.

24 <sup>12</sup> Front Sight argues, in passing, that information related to whether the EB5 Parties violated Regulation S is  
 25 relevant to prove a "predicate act" and to "render Defendants' business model a criminal enterprise." (Opp. at 21:24-  
 22:3). There is no RICO claim pending against the EB5 Parties.

26 Front Sight also summarily argues that Front Sight needs this information so that "Front Sight can ascertain  
 27 whether it needs to seek indemnification from Defendants." (Opp. at 22:4-8.) The EB5 Parties have no idea what Front  
 28 Sight is talking about – Front Sight would need indemnification from what? Even assuming the EB5 Parties violated  
 Regulation S (they have not), that would be an issue for the Securities Exchange Commission to address with LVD  
 Fund; not Front Sight.

1 NRS 600A.070 specifically recognizes that in some cases, the entry of a protective order is  
2 just not sufficient and the Court should instead disallow the production of proprietary trade secret  
3 information. See NRS 600A.070 (setting forth a number of options for the Court including, but not  
4 limited to, “4. Determining the need for any information related to the trade secret before allowing  
5 discovery” and “7. Ordering any person involved in the litigation not to disclose an alleged trade  
6 secret without previous court approval”).

7 Should the Court be inclined to disagree and order the EB5 Parties to produce any  
8 information related to the investors and consultants, the EB5 Parties request that the Court allow  
9 them to do so under the Outside Counsel Eyes Only designation with the explicit recognition that  
10 doing so will protect this information from Mr. Piazza and any other officer or employee Front  
11 Sight.

12 **III. CONCLUSION**

13 For the foregoing reasons, the EB5 Parties’ Motion for Protective Order should be granted in  
14 its entirety and this Court should issue an order that Front Sight is not entitled to, and must not seek  
15 to obtain, from any source, specific information regarding the EB5 immigrant investors, including  
16 such investor’s names, contact information, bank account information, or any other potentially  
17 identifying information, any such information concerning LVD Fund’s Foreign Placement Agents  
18 and Consultants, or the terms of their contracts.

19 DATED this 4th day of May, 2020.

20 BAILEY ❖ KENNEDY

21  
22 By: /s/ Andrea M. Champion  
23 JOHN R. BAILEY  
24 JOSHUA M. DICKEY  
ANDREA M. CHAMPION

25 *Attorneys for Defendants*  
26 LAS VEGAS DEVELOPMENT FUND  
27 LLC; EB5 IMPACT CAPITAL  
28 REGIONAL CENTER LLC; EB5 IMPACT  
ADVISORS LLC; ROBERT W.  
DZIUBLA; JON FLEMING; and LINDA  
STANWOOD

BAILEY ❖ KENNEDY  
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**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 4th day of May, 2020, service of the foregoing **REPLY IN SUPPORT OF DEFENDANTS’ MOTION FOR PROTECTIVE ORDER REGARDING DISCOVERY OF CONSULTANTS’ AND INDIVIDUAL INVESTORS’ CONFIDENTIAL INFORMATION** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JOHN P. ALDRICH  
CATHERINE HERNANDEZ  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117

Email: [jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
*Attorneys for Plaintiff*  
FRONT SIGHT MANAGEMENT LLC

/s/ Josephine Baltazar  
Employee of BAILEY ❖ KENNEDY

**BAILEY ❖ KENNEDY**  
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# **EXHIBIT 1**

**BAILEY ♦ KENNEDY**  
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1 **DECL**  
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JOSHUA M. DICKEY  
3 Nevada Bar No. 6621  
ANDREA M. CHAMPION  
4 Nevada Bar No. 13461  
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15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

20 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

22 vs.

24 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al,

Defendants.

Case No. A-18-781084-B  
Dept. No. XVI

**DECLARATION OF ROBERT W.  
DZIUBLA IN SUPPORT OF REPLY IN  
SUPPORT OF MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS' AND  
INDIVIDUAL INVESTORS'  
CONFIDENTIAL INFORMATION**

27  
28 AND ALL RELATED COUNTERCLAIMS.

**BAILEY KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1           1. I, Robert Dziubla, am over eighteen (18) years of age and a resident of San Diego,  
2 California.

3           2. I am an officer of Las Vegas Development Fund, LLC (“LVD Fund”) as well as an  
4 individual defendant in this matter.

5           3. I have personal knowledge of and am competent to testify to the facts contained in  
6 this Declaration. If called to do so, I would competently and truthfully testify to all matters set forth  
7 herein, except for those matters stated to be based upon information and belief.

8           4. I make this declaration in support of the Reply in Support of the EB5 Parties’<sup>1</sup> Motion  
9 for Protective Order Regarding Discovery of Consultants’ and Individual Investors’ Confidential  
10 Information (the “Reply”).

11           5. As I stated in my Affidavit in support of the Motion, LVD Fund considers the identity  
12 of its placement consultants, and investors, and specific arrangements with such individuals and  
13 entities to be trade secrets as well as contractually protected confidential information.

14           6. LVD Fund has never disclosed its individual investors to USCIS.

15           7. Contrary to Front Sight’s assertions, LVD Fund has no obligation to disclose its  
16 individual investors to USCIS as part of LVD Fund’s reporting obligations.

17           8. The individual investors have their own obligation to file the appropriate petitions  
18 with USCIS and while LVD Fund has a contractual obligation to provide the investors with the  
19 information they need to submit those petitions, LVD Fund is not responsible for, or involved in, the  
20 submission of those investors’ petitions.

21           9. I have reviewed Front Sight’s Opposition to the Motion and now provide this  
22 Declaration to address Front Sight’s claim that LVD Fund’s foreign placement consultants are well  
23 known throughout the industry.

24           10. Front Sight’s claim appears to be premised on their belief that foreign placement  
25 consultants from many regional centers attend the same EB-5 conferences and road shows.

---

27           <sup>1</sup> “EB5 Parties” refers to Las Vegas Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional  
28 Center, LLC (“EB5IC”), EB5 Impact Advisors, LLC (“EB5IA”), Robert W. Dziubla, Jon Fleming and Linda Stanwood,  
collectively.



1 11. I have no knowledge of any of LVD Fund’s foreign placement consultants ever  
2 attending an EB-5 industry conference or trade show after we engaged them.

3 12. Nor do I have any knowledge of any of LVD Fund’s foreign placement consultants  
4 ever publicly touting their involvement in the Front Sight Project.

5 13. To the best of my knowledge, LVD Fund’s foreign placement consultants conducted  
6 *internal* road shows and/or presentations to their handpicked clients who had shown a potential  
7 interest in the Front Sight Project.

8 14. On May 1, 2020, I was made aware, for the first time, that the EB5 Parties’ February  
9 26, 2020 privilege log inadvertently omitted reference to the “Investor Files,” Bates Nos. A-015270-  
10 018192.

11 15. Likewise, on May 1, 2020, I was made aware, for the first time, that LVD Fund’s  
12 Third Supplemental Response to Front Sight’s Third Set of Requests for Production of Documents  
13 referenced the Investor Files by bates number in response to a number of requests for production of  
14 documents.

15 16. I understand that those citations were provided to reference Front Sight back to the  
16 EB5 Parties’ privilege log.

17 17. I did not review LVD Fund’s Third Supplemental Response to Front Sight’s Third  
18 Set of Requests for Production of Documents before it was served.

19 18. LVD Fund has never waived its privilege objection as to the Investor Files and LVD  
20 Fund maintains that they constitute proprietary trade secret information.

21 I declare under penalty of perjury that the foregoing is true and correct.

22 Dated this 4<sup>th</sup> day of May, 2020.

23  
24 /s/ Robert Dziubla  
25 ROBERT DZIUBLA  
26  
27  
28

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# **EXHIBIT 2**

**BAILEY ♦ KENNEDY**  
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EB5 IMPACT CAPITAL REGIONAL CENTER  
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

20 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

22 vs.

24 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al,

Defendants.

Case No. A-18-781084-B

Dept. No. XVI

**DECLARATION OF C. KEITH GREER  
IN SUPPORT OF REPLY IN SUPPORT  
OF DEFENDANTS' MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS' AND  
INDIVIDUAL INVESTORS'  
CONFIDENTIAL INFORMATION**

27 AND ALL RELATED COUNTERCLAIMS.  
28

**BAILEY ♦ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1           1. I, C. Keith Greer, am over eighteen (18) years of age and a resident of San Diego,  
2 California.

3           2. I am counsel for the EB5 Parties<sup>1</sup> in the above-captioned action.

4           3. I have personal knowledge of and am competent to testify to the facts contained in  
5 this Declaration. If called to do so, I would competently and truthfully testify to all matters set forth  
6 herein, except for those matters stated to be based upon information and belief.

7           4. I make this declaration in support of the Reply in Support of the EB5 Parties' Motion  
8 for Protective Order Regarding Discovery of Consultants' and Individual Investors' Confidential  
9 Information (the "Reply").

10           5. I caused the EB5 Parties' February 5, 2020 and February 26, 2020 privilege logs to be  
11 served.

12           6. Before reviewing Front Sight's Opposition to Defendants' Motion for Protective  
13 Order Regarding Discovery of Consultants' and Individual Investors' Confidential Information (the  
14 "Opposition"), I was unaware that the EB5 Parties' February 26, 2020 privilege log failed to include  
15 the last entry for "Investor Files," bates numbers A-015270-18192.

16           7. Both privilege logs were intended to include the same documents.

17           8. The February 26, 2020 privilege log was only created to include additional columns  
18 for the recipients and description of the documents listed therein.

19           9. The Investor Files were inadvertently omitted from the February 26, 2020 privilege  
20 log.

21           10. In fact, after reviewing the Opposition, I went back and looked at the February 26,  
22 2020 privilege log and saw that the last row in the privilege log was left blank. The Investor Files  
23 were to be listed in the last empty row in the privilege log (the Investor Files were likewise listed as  
24 the last entry in the EB5 Parties' February 5, 2020 privilege log).

25           11. The EB5 Parties always intended the Investor Files to be listed on the privilege logs.  
26

---

27 <sup>1</sup> "EB5 Parties" refers to Las Vegas Development Fund, LLC ("LVD Fund"), EB5 Impact Capital Regional  
28 Center, LLC ("EB5IC"), EB5 Impact Advisors, LLC ("EB5IA"), Robert W. Dziubla, Jon Fleming and Linda Stanwood,  
collectively.

1 12. As counsel for the EB5 Parties', I caused Las Vegas Development Fund's Third  
2 Supplemental Responses to Front Sight's Third Set of Requests for Production of Documents to be  
3 served on April 13, 2020.

4 13. In response to a number the requests therein, my office identified the Investor Files in  
5 response to the requests for production of documents. This was done to specifically identify the  
6 documents that were being withheld based on the EB5 Parties' objections (with the intent to refer  
7 Front Sight to the EB5 Parties' privilege logs); not as a waiver of the EB5 Parties' privilege  
8 objections.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Dated this 4<sup>th</sup> day of May, 2020.

11  
12 /s/ C. Keith Greer  
13 C. KEITH GREER  
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# **EXHIBIT 3**

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Admitted *pro hac vice*

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IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; EB5  
IMPACT CAPITAL REGIONAL CENTER  
LLC, a Nevada Limited Liability Company; EB5  
IMPACT ADVISORS LLC, a Nevada  
Limited Liability Company; ROBERT W.  
DZIUBLA, individually and as President and  
CEO of LAS VEGAS DEVELOPMENT FUND  
LLC and EB5 IMPACT ADVISORS  
LLC; JON FLEMING, individually and as an  
agent of LAS VEGAS DEVELOPMENT  
FUND LLC and EB5 IMPACT ADVISORS  
LLC; LINDA STANWOOD, individually and  
as Senior Vice President of LAS VEGAS

) CASE NO.: A-18-781084-B

) DEPT NO.: 16

)

) **DEFENDANT, DEFENDANT LAS VEGAS**

) **DEVELOPMENT FUND, LLC'S**

) **RESPONSES TO PLAINTIFF'S THIRD**

) **SET OF REQUESTS FOR PRODUCTION**

) **OF DOCUMENTS**

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1 DEVELOPMENT FUND LLC and EB5 )  
2 IMPACT ADVISORS LLC; DOES 1- )  
3 inclusive; and ROE CORPORATIONS 1- )  
4 10, inclusive, )

5 Defendants. )

6 LAS VEGAS DEVELOPMENT FUND LLC, )

7 Counterclaimant, )

8 vs. )

9 FRONT SIGHT MANAGEMENT, LLC, a )  
10 Nevada Limited Liability Company; )  
11 IGNATIUS PIAZZA, as an individual and in )  
12 his capacity as Trustee and/or beneficiary of )  
13 VNV DYNASTY TRUST I and VNV )  
14 DYNASTY TRUST II; JENNIFER PIAZZA, as )  
15 an individual and in her capacity as Trustee )  
16 and/or beneficiary of VNV DYNASTY TRUST )  
17 I and VNV DYNASTY TRUST II; VNV )  
18 DYNASTY TRUST I, an irrevocable Nevada )  
19 trust; VNV DYNASTY TRUST II, an )  
20 irrevocable Nevada trust; and ROES 1 through )  
21 10, inclusive, )

22 Counterdefendants. )

23 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

24 **RESPONDING PARTY: Defendant, LAS VEGAS DEVELOPMENT FUND, LLC**

25 **SET NO: THREE**

26 **GENERAL OBJECTIONS**

27 Defendant, LAS VEGAS DEVELOPMENT FUND, LLC ("Responding Party" or  
28 "Defendant"), makes the following general objections, whether or not separately set forth in  
response to each document demand, to each and every definition and document demand in the  
Request for Production of Documents (Set No. Three of Plaintiff ("Propounding party")):

1. Responding party objects to the requests generally, and to each and every individual



1 request specifically, to the extent that the requests seek documents not currently in responding  
2 party's possession, custody or control, or refers to persons, entities, or events not known to them, on  
3 the grounds that such requests seek to require more of this defendant than any obligation imposed by  
4 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
5 expense, and would seek to impose upon responding party an obligation to investigate information  
6 or materials from third parties or persons which are equally accessible to propounding party.  
7

8 2. Responding party objects to the requests on the ground that they have not completed  
9 investigation of the facts related to this matter, have not completed discovery in this action and have  
10 not completed preparation for any trial that may be held in this action. Any responses to the  
11 following document demands are based on documents currently known to responding party and are  
12 given without prejudice to responding party right to produce evidence of any subsequently  
13 discovered documents.

14 3. Responding party objects to the requests generally, and to each and every individual  
15 request specifically, to the extent that the requests seek documents or information which would  
16 invade the protections afforded Responding party under the attorney client privilege and/or work  
17 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney  
18 client privilege, the work product doctrine, or any other protection. Inadvertent production of such  
19 protected information is not intended to be and shall not operate as a waiver of the applicable  
20 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
21 log.

22 4. Unless otherwise indicated, Responding Party will produce information regarding the  
23 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary  
24 Injunction Petition. (hereafter "Injunction Issues").

25 5. Responding Party reserves the right to condition the production of documents  
26 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
27 confidentiality or protective order governing the disclosure of any such information.

28 6. The production of any documents or information by Responding Party is made

1 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
2 documents containing confidential or proprietary information or trade secrets.

3 7. Responding Party objects to the requests to the extent that they would require  
4 Responding Party to produce documents or information covered by confidentiality agreements with  
5 others, or that would require Responding Party to violate the privacy interests of others.

6 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

7  
8 **REQUEST NO. 113:**

9 Please provide copies of all documents which support or relate to the truthfulness of the  
10 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of  
11 experience in the real estate and real estate financing market, and I personally have been involved in  
12 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,  
13 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015  
14 Email from Robert Dziubla to Mike Meacher, p. 0004.

15 **RESPONSE TO REQUEST NO. 113:**

16 Responding party objects to this Document Request because; individually, and in aggregate  
17 with the other requests made herein and previously propounded, this request fails to meet the  
18 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
19 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
20 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
21 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
22 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
23 are not relevant to this issues presented; and it purports to require responding party to disclose  
24 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
25 is privileged or protected by rights of privacy regarding financial information and tax records of  
26 responding party and/or third parties.

27 ///  
28

1 **REQUEST NO. 137:**

2 Please provide copies of all documents which show or relate to each and every financial  
3 transaction and/or transfer of money or property made to you by any other Defendant from 2012 to  
4 the present.

5 **RESPONSE TO REQUEST NO. 137:**

6 Responding party objects to this Document Request because; individually, and in aggregate  
7 with the other requests made herein and previously propounded, this request fails to meet the  
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
10 contained herein and previously propounded; it seeks documents that are already in requesting party's  
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
13 are not relevant to this issues presented; and it purports to require responding party to disclose  
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
15 is privileged or protected by rights of privacy regarding financial information and tax records of  
16 responding party and/or third parties.

17 **REQUEST NO. 138:**

18 Please provide copies of all documents which support, refute, or in any way relate to each and  
19 every payment and/or transfer of money or property made to you by any foreign or immigrant investor  
20 from 2012 to the present.

21 **RESPONSE TO REQUEST NO. 138:**

22 Responding party objects to this Document Request because; individually, and in aggregate  
23 with the other requests made herein and previously propounded, this request fails to meet the  
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
26 contained herein and previously propounded; it seeks documents that are already in requesting party's  
27 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
28

1 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
2 are not relevant to this issues presented; and it purports to require responding party to disclose  
3 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
4 is privileged or protected by rights of privacy regarding financial information and tax records of  
5 responding party and/or third parties.

6  
7 **REQUEST NO. 139:**

8 Please provide copies of all documents which identify or contain the details of each and every  
9 EB-5 investor and/or investment transaction related to the Front Sight project, including but not  
10 limited to the identity of the person or entity involved, the address of the person or entity investing,  
11 the country of origin of the person or entity investing, the contact information for the agent of the EB-  
12 5 investor, the date of the transaction, the amount of the investment, the source of the funds for the  
13 investment, the current immigration status of the EB-5 investor, and the current status of the  
14 investment.

15 **RESPONSE TO REQUEST NO. 139:**

16 Responding party objects to this Document Request because; individually, and in aggregate  
17 with the other requests made herein and previously propounded, this request fails to meet the  
18 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
19 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
20 contained herein and previously propounded; it seeks documents that are already in requesting party's  
21 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
22 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
23 are not relevant to this issues presented; and it purports to require responding party to disclose  
24 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
25 is privileged or protected by rights of privacy regarding financial information and tax records of  
26 responding party and/or third parties.

27 ///  
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1 in the document entitled Notice of Breach, Default and Election to Sell Under Deed of Trust (recorded  
2 on Jan. 18, 2019, as Document #905512 in the Nye County Official Records).

3 **RESPONSE TO REQUEST NO. 157:**

4 Responding party objects to this Document Request because; individually, and in aggregate  
5 with the other requests made herein and previously propounded, this request fails to meet the  
6 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
7 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
8 contained herein and previously propounded; it seeks documents that are already in requesting party's  
9 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
10 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
11 are not relevant to this issues presented; and it purports to require responding party to disclose  
12 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
13 is privileged or protected by rights of privacy regarding financial information and tax records of  
14 responding party and/or third parties.  
15

16 **REQUEST NO. 158:**

17 Please produce a copy of all documents, writings, and/or communications showing the names  
18 and other demographical information pertaining to LVDF's Class B Members, as defined in LVDF's  
19 Operating Agreement dated March 26, 2014, and including but not limited to the identity of the Class  
20 B Members, the address of the Class B Member, the country of origin of the Class B Member, the  
21 contact information for the agent of the Class B Member, the date of the transaction, the amount of  
22 the investment, the source of the funds for the investment, the current immigration status of the Class  
23 B Member, and the current status of the investment.

24 **RESPONSE TO REQUEST NO. 158:**

25 Responding party objects to this Document Request because; individually, and in aggregate  
26 with the other requests made herein and previously propounded, this request fails to meet the  
27 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
28 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests

1 contained herein and previously propounded; it seeks documents that are already in requesting party's  
2 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
3 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
4 are not relevant to this issues presented; and it purports to require responding party to disclose  
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
6 is privileged or protected by rights of privacy regarding financial information and tax records of  
7 responding party and/or third parties.  
8

9 **REQUEST NO. 159:**

10 Please produce a copy of all documents, writings, and/or communications showing the names  
11 and other demographical information pertaining to LVDF's distributions and investment returns made  
12 to its Class B Members, as defined in LVDF's Operating Agreement dated March 26, 2014.

13 **RESPONSE TO REQUEST NO. 159:**

14 Responding party objects to this Document Request because; individually, and in aggregate  
15 with the other requests made herein and previously propounded, this request fails to meet the  
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
18 contained herein and previously propounded; it seeks documents that are already in requesting party's  
19 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
20 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
21 are not relevant to this issues presented; and it purports to require responding party to disclose  
22 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
23 is privileged or protected by rights of privacy regarding financial information and tax records of  
24 responding party and/or third parties.

25 **REQUEST NO. 160:**

26 Please produce a copy of all bank account statements, from each and every bank account's  
27 initial opening date to the present time, for all account(s) used to hold the 25% of the actual, potential,  
28

1 contained herein and previously propounded; it seeks documents that are already in requesting party's  
2 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
3 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
4 are not relevant to this issues presented; and it purports to require responding party to disclose  
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
6 is privileged or protected by rights of privacy regarding financial information and tax records of  
7 responding party and/or third parties.  
8

9 **REQUEST NO. 167:**

10 Produce a copy of any and all communications between LVDF and the actual, potential, or  
11 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2019.

12 **RESPONSE TO REQUEST NO. 167:**

13 Responding party objects to this Document Request because; individually, and in aggregate  
14 with the other requests made herein and previously propounded, this request fails to meet the  
15 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
16 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
17 contained herein and previously propounded; it seeks documents that are already in requesting party's  
18 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
19 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
20 are not relevant to this issues presented; and it purports to require responding party to disclose  
21 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
22 is privileged or protected by rights of privacy regarding financial information and tax records of  
23 responding party and/or third parties.

24 **REQUEST NO. 168:**

25 Produce a copy of any and all communications between LVDF and the actual, potential, or  
26 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2018.

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1 **RESPONSE TO REQUEST NO. 168:**

2 Responding party objects to this Document Request because; individually, and in aggregate  
3 with the other requests made herein and previously propounded, this request fails to meet the  
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
6 contained herein and previously propounded; it seeks documents that are already in requesting party's  
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
9 are not relevant to this issues presented; and it purports to require responding party to disclose  
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
11 is privileged or protected by rights of privacy regarding financial information and tax records of  
12 responding party and/or third parties.

13 **REQUEST NO. 169:**

14 Produce a copy of any and all communications between LVDF and the actual, potential, or  
15 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2017.

16 **RESPONSE TO REQUEST NO. 169:**

17 Responding party objects to this Document Request because; individually, and in aggregate  
18 with the other requests made herein and previously propounded, this request fails to meet the  
19 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
20 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
21 contained herein and previously propounded; it seeks documents that are already in requesting party's  
22 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
23 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
24 are not relevant to this issues presented; and it purports to require responding party to disclose  
25 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
26 is privileged or protected by rights of privacy regarding financial information and tax records of  
27 responding party and/or third parties.  
28



1  
2 **REQUEST NO. 170:**

3 Produce a copy of any and all communications between LVDF and the actual, potential, or  
4 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2016.

5 **RESPONSE TO REQUEST NO. 170:**

6 Responding party objects to this Document Request because; individually, and in aggregate  
7 with the other requests made herein and previously propounded, this request fails to meet the  
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
10 contained herein and previously propounded; it seeks documents that are already in requesting party's  
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
13 are not relevant to this issues presented; and it purports to require responding party to disclose  
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
15 is privileged or protected by rights of privacy regarding financial information and tax records of  
16 responding party and/or third parties.

17 **REQUEST NO. 171:**

18 Produce a copy of each and every version of the Private Placement Memorandum that LVDF  
19 delivered to any actual, potential, or prospective EB-5 investor(s) and/or EB-5 visa applicant(s) and/or  
20 their agents.

21 **RESPONSE TO REQUEST NO. 171:**

22 Responding party objects to this Document Request because; individually, and in aggregate  
23 with the other requests made herein and previously propounded, this request fails to meet the  
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
26 contained herein and previously propounded; it seeks documents that are already in requesting party's  
27 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
28

1 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
2 are not relevant to this issues presented; and it purports to require responding party to disclose  
3 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
4 is privileged or protected by rights of privacy regarding financial information and tax records of  
5 responding party and/or third parties.

6  
7 **REQUEST NO. 198:**

8 Please provide copies of all documents which demonstrate or relate to your involvement in the  
9 San Diego Hyatt deal referenced in Evidentiary Hearing Exhibit 9, p. 0036.

10 **RESPONSE TO REQUEST NO. 198:**

11 Responding party objects to this Document Request because; individually, and in aggregate  
12 with the other requests made herein and previously propounded, this request fails to meet the  
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
15 contained herein and previously propounded; it seeks documents that are already in requesting party's  
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
18 are not relevant to this issues presented; and it purports to require responding party to disclose  
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
20 is privileged or protected by rights of privacy regarding financial information and tax records of  
21 responding party and/or third parties.

22 **REQUEST NO. 199:**

23 Please provide copies of all documents which demonstrate or relate to the status of the I- 829  
24 petition for each immigrant investor who has invested funds in the Front Sight Project.

25 **RESPONSE TO REQUEST NO. 199:**

26 Responding party objects to this Document Request because; individually, and in aggregate  
27 with the other requests made herein and previously propounded, this request fails to meet the  
28 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
2 contained herein and previously propounded; it seeks documents that are already in requesting party's  
3 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
4 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
5 are not relevant to this issues presented; and it purports to require responding party to disclose  
6 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
7 is privileged or protected by rights of privacy regarding financial information and tax records of  
8 responding party and/or third parties.  
9

10 **REQUEST NO. 200:**

11 Please provide copies of all documents which demonstrate or relate to the status of the I- 526  
12 petition for each immigrant investor who has invested funds in the Front Sight Project.

13 **RESPONSE TO REQUEST NO. 200:**

14 Responding party objects to this Document Request because; individually, and in aggregate  
15 with the other requests made herein and previously propounded, this request fails to meet the  
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
18 contained herein and previously propounded; it seeks documents that are already in requesting party's  
19 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
20 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
21 are not relevant to this issues presented; and it purports to require responding party to disclose  
22 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
23 is privileged or protected by rights of privacy regarding financial information and tax records of  
24 responding party and/or third parties.

25 **REQUEST NO. 201:**

26 Please provide copies of all documents which relate to communications between LVDF and  
27 the USCIS related to the Front Sight project.

28 **RESPONSE TO REQUEST NO. 201:**

# **EXHIBIT 4**



Positive

As of: May 1, 2020 8:03 PM Z

## Lexington Ins. Co. v. Swanson

United States District Court for the Western District of Washington

November 29, 2006, Decided ; November 29, 2006, Filed

NO. C05-1614P

### Reporter

2006 U.S. Dist. LEXIS 89424 \*; 2006 WL 3474185

LEXINGTON INSURANCE COMPANY, Plaintiff(s), v.  
SANDRA SWANSON, Defendant(s).

**Subsequent History:** Motion granted by, in part, Motion denied by, in part [Lexington Ins. Co. v. Swanson, 2007 U.S. Dist. LEXIS 10296 \(W.D. Wash., Feb. 12, 2007\)](#)

**Prior History:** [Lexington Ins. Co. v. Swanson, 2006 U.S. Dist. LEXIS 79454 \(W.D. Wash., Oct. 31, 2006\)](#)

### Core Terms

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declaration, bad faith, insured, partial summary judgment, alleges, parties, Reply

### Case Summary

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#### Procedural Posture

Defendant care center resident won a judgment against the center, which was insured by plaintiff insurer. The insurer filed a declaratory judgment action against the center. The resident, who had purchased all of the center's claims against the insurer at a sheriff's sale, and who had been added as a defendant in the suit, filed counterclaims against the insurer, including for bad faith. The insurer sought partial summary judgment.

#### Overview

Both parties filed various motions to strike, which the federal district court granted insofar as certain declarations constituted hearsay. It also struck the resident's supplemental authority, which she could have offered earlier. The issue regarding the bad faith claims was whether they failed because the center could not have been "harmed" by the insurer's handling of the claims due to its insolvency. The motion was denied. Dicta in a Court of Appeals of Washington, Division One opinion led to the conclusion that there were types of cognizable "harm" which could exist regardless of an injured party's financial condition. Even in the face of insolvency, evidence of other injury could be presented to support a finding of harm. The evidence indicated that, although it might be without assets, the center was listed with the state as an active, for-profit company. Its insolvency did not render it immune from a judgment that was capable of being renewed, and which would act as a deterrent to any attempt to revive it as a viable business entity. Further, "harm" could be found where the insurer's actions diminished the value of the insurance policy.

#### Outcome

The district court denied the insurer's motion for partial summary judgment.

### LexisNexis® Headnotes

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2006 U.S. Dist. LEXIS 89424, \*89424

Civil Procedure > ... > Discovery > Privileged Communications > Attorney-Client Privilege

enough evidence of an essential element to carry its ultimate burden at trial.

Evidence > Privileges > Attorney-Client Privilege > Scope

Insurance Law > Liability & Performance Standards > Bad Faith & Extracontractual Liability > Elements of Bad Faith

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > General Overview

Torts > Negligence > Elements

### **HN1** **Privileged Communications, Attorney-Client Privilege**

Torts > Business Torts > Bad Faith Breach of Contract > Elements

Information regarding attorney fees and payments is not generally subject to the attorney-client privilege.

### **HN4** **Bad Faith & Extracontractual Liability, Elements of Bad Faith**

Insurance Law > Liability & Performance Standards > Bad Faith & Extracontractual Liability > Elements of Bad Faith

Dicta in an opinion by the Court of Appeals of Washington, Division One leads to the conclusion that there are types of cognizable "harm" which can exist regardless of an injured party's current financial condition. Even in the face of insolvency, evidence of other injury can be presented to support a finding of harm.

Torts > Negligence > Elements

Torts > Business Torts > Bad Faith Breach of Contract > Elements

### **HN2** **Bad Faith & Extracontractual Liability, Elements of Bad Faith**

Insurance Law > Liability & Performance Standards > Bad Faith & Extracontractual Liability > Elements of Bad Faith

Claims by insureds against their insurers for bad faith are analyzed applying the same principles as any other tort: duty, breach of that duty, and damages proximately caused by any breach of duty.

Torts > Business Torts > Bad Faith Breach of Contract > Elements

### **HN5** **Bad Faith & Extracontractual Liability, Elements of Bad Faith**

Civil Procedure > ... > Summary Judgment > Evidentiary Considerations > Absence of Essential Element

The U.S. District Court for the Western District of Washington finds that "harm" can be found where a party possesses the asset of an insurance policy and alleges that the bad faith actions of its insurer have resulted in a diminishment of that asset by such means as a bad faith "spend-down" of the policy amount.

Evidence > Burdens of Proof > Allocation

Civil Procedure > ... > Summary Judgment > Burdens of Proof > Movant Persuasion & Proof

### **HN3** **Evidentiary Considerations, Absence of Essential Element**

**Counsel:** [\*1] For Lexington Insurance Company, a foreign insurance company, Plaintiff: Christopher L Neal, LEAD ATTORNEY, Thomas Martin Jones, LEAD ATTORNEY, COZEN O'CONNOR, SEATTLE, WA.

The party moving for summary judgment has the burden to show initially the absence of a genuine issue concerning any material fact by either producing evidence negating an essential element of plaintiff's claim, or by showing that the plaintiff does not have

For Sandra Swanson, Plaintiff: David Merritt Beninger, LUVERA BARNETT BRINDLEY BENINGER &

2006 U.S. Dist. LEXIS 89424, \*1

CUNNINGHAM, SEATTLE, WA.

IT IS HEREBY ORDERED that the motion is DENIED.

For Sandra Swanson, an individual, Defendant: David Merritt Beninger, LEAD ATTORNEY, Paul N. Luvera, Jr., LUVERA BARNETT BRINDLEY BENINGER & CUNNINGHAM, SEATTLE, WA.

In the course of the briefing on this motion, the parties made a series of motions to strike portions of each other's evidentiary and other submissions. Those motions will be addressed in the body of the discussion *infra*.

For Lexington Insurance Company, a foreign insurance company, Defendant: Christopher L Neal, LEAD ATTORNEY, Thomas Martin Jones, LEAD ATTORNEY, COZEN O'CONNOR, SEATTLE, WA.

### Background

Defendant Sandra Swanson ("Swanson") suffered a stroke and moved into the Issaquah Care Center ("ICC") because she could no longer take care of her needs independently. There she was the victim of severely negligent care resulting in, among other things, the loss of parts of one arm, one leg and her teeth.

**Judges:** Marsha J. Pechman, U.S. District Judge.

**Opinion by:** Marsha J. Pechman

In 2003, Ms. Swanson filed a state court action against ICC. Plaintiff Lexington Insurance Company ("Lexington") insured ICC on the basis of \$ 1 million limit per "single medical incident" (with a "3-incident, \$ 3 million" cap). Lexington rejected an initial settlement offer (for the "remaining policy limits" according to Swanson [Response, [\*3] p.5], which the Court interprets to mean \$ 1 million) in June 2003. In June 2004, Lexington rejected another offer for the "remaining policy limits" - \$ 950,000 at that point. In September 2004, Lexington offered an \$ 800,000 settlement (\$ 1 million minus \$ 200,000 in defense costs) which Swanson rejected. At that point, the parties went to agreed arbitration. In August 2005, the arbitrator awarded Swanson over eight million dollars. Swanson alleges a series of actions by Plaintiff following that award which further increased ICC's potential liability.

## Opinion

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### AMENDED

#### ORDER ON PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

The above-entitled Court, having received and reviewed:

1. Plaintiff Lexington Insurance Company's Motion for Partial Summary Judgment
2. Defendant Swanson's Opposition to Lexington's Motion for Summary Judgment
3. Plaintiff Lexington Insurance Company's Reply in Support of Its Motion for Partial Summary Judgment
4. Defendant Swanson's Surreply to Lexington's Summary Judgment Motion and Request [\*2] to Strike Declaration of DuBrin
5. Lexington's Objection and Response to Defendants Memorandum of Supplemental Authority re: Lexington's Summary Judgment Motion

and all exhibits and declarations attached thereto, makes the following ruling:

Lexington filed this declaratory judgment action against ICC in September, 2005. In December 2005, at a sheriff's sale following entry of judgment based on the arbitration award, Swanson purchased all "choses in action" owned by ICC, including any claims it might have against Lexington for policy coverage or bad faith failures. On that same day, Lexington amended its Complaint in the declaratory judgment before this Court to include Ms. Swanson and ICC manager Robin DuBrin as additional defendants. On December 21, 2005, Ms. Swanson amended her state court action against ICC to include Lexington as a defendant. Lexington removed that [\*4] action to this Court on January 4, 2006 and it was assigned to Judge Lasnik. Swanson filed a motion for remand in that action, which was denied by Judge Lasnik on March 10, 2006; that same day, Judge Lasnik transferred that case to this Court.

Andrea Champion



In her counterclaim in this declaratory judgment suit, Swanson has alleged the bad faith claims that Plaintiff seeks to dismiss by way of this motion for partial summary judgment.

## Discussion

### Motions to strike

Both parties have filed a series of motions to strike which the Court will dispose of before proceeding to the substantive aspects of Lexington's motion.

**Declaration of Mary Nester, Esq.** Ms. Nester was counsel for ICC during the litigation involving ICC and Swanson and Defendant offers a declaration from her which goes to Lexington's refusal to provide coverage or pay her legal fees as part of ICC's defense. Lexington objects to this evidence as a violation of the attorney-client privilege (arguing that, since Nester does not say where she got her information, it "must" have come from her former client). This request is not well-taken on a number of grounds. First of all, the evidence to which Lexington objects [\*5] (" . . . factual allegations regarding denials of coverage or the underlying King County case . . ." Pltf Reply, p. 2) goes primarily to issues of bad faith which Lexington admits are not relevant. To the extent that Nester's evidence is relevant to the issue of "harm," it concerns the fees generated by her work for ICC on the Swanson case, which she alleges that Lexington did not compensate ICC for. [HN1](#) Information regarding attorney fees and payments is not generally subject to the attorney-client privilege. See, e.g., *In re Grand Jury Subpoenas (Hirsch)*, 803 F.2d 493, 496 (9th Cir.1986); *In re Osterhoudt*, 722 F.2d 591, 592 (9th Cir.1983). Perhaps more to the point, the privilege is not Lexington's to assert - Nester is not Plaintiff's counsel. In her second declaration, Robin DuBrin of ICC (see *infra*) includes a boilerplate "non-waiver" of the privilege "to the extent" that Nester's declaration is based on communications between client and attorney, but she never claims that anything Nester asserts was a result of such communications. <sup>1</sup> **DENIED.**

<sup>1</sup>The Court acknowledges that it is by no means settled whether Swanson's purchase of ICC's "choses in action" included the right to assert ICC's attorney-client privileges in those actions.

[\*6] **Second Declaration of Robin DuBrin:** DuBrin is the "Managing Member" of ICC. She submitted an initial declaration in Plaintiff's opening brief to which Swanson has made no objection. Plaintiff filed a second DuBrin declaration with its reply brief-in this declaration, DuBrin offers (among other things) her opinion that Lexington "capably defended" ICC against Swanson's claims, that ICC has not declared bankruptcy because it has no assets and that there are no future business opportunities which could be adversely impacted by the award made to Swanson. Swanson objects to this second DuBrin declaration on two grounds: first, the impropriety of Lexington introducing new evidence on the issue of "harm" in its reply brief; and, second, to the speculative and hearsay nature of much of her declaration. The objections are well-taken (this evidence should have been brought forward in Plaintiff's opening brief and some of it is improper speculation and hearsay) and the Court did not consider the second DuBrin declaration in reaching the decision on this motion. **GRANTED.**

**Declaration of Sharon Sobers:** Ms. Sobers is a Claims Director with the claims agency for Lexington; [\*7] Defendant objects to Sobers' testimony in her declaration that "Lexington was informed in June of 2004 . . . that ICC was insolvent," which is based on her review of a communication from someone else in her company about ICC. (Sobers Decl., P 5) The evidence is double hearsay (a memo reporting a conversation with someone in ICC), with no foundation laid for an exception. **GRANTED.**

**Swanson's supplemental authority:** claiming that it is adverse authority that Plaintiff was obligated by the Rules of Professional Conduct to distinguish or otherwise controvert, Defendant filed a supplemental brief after the close of briefing, citing an opinion by Judge Coughenour of this district (*Specialty Surplus Ins. Co. v. Second Chance, Inc.*, 412 F.Supp.2d 1152) which, in fact, both parties were aware of (having cited it in an earlier motion for a protective order). The case is the opinion of another District Court and therefore not controlling authority in any event, but Defendant offers no reason for having failed to produce it until after the close of briefing. **STRICKEN.**

### Substantive argument: the issue of "harm"

The parties are agreed that Swanson's [\*8] counterclaims against Lexington based on allegations of "bad faith" are subject to the classic tort analysis: [HN2](#)



↑] "Claims by insured against their insurers for bad faith are analyzed applying the same principles as any other tort: duty, breach of that duty, and damages proximately caused by any breach of duty." Smith v. Safeco Ins. Co., 150 Wn.2d 478, 485, 78 P.3d 1274 (2003).

As Plaintiff put it in its opening brief: "The only issue at stake in this Motion is whether Swanson's bad faith claims fail because ICC could not have been, and was not, 'harmed' by any aspect of Lexington's claims handling of the underlying matter." Pltf Brief, p. 2. It is Lexington's position that ICC's insolvency rendered it immune to any excess judgment and, as a matter of law, that entity was therefore incapable of being damaged by Lexington's actions.

Plaintiff's motion fails from the outset. HN3↑] The party moving for summary judgment has the burden to show initially the absence of a genuine issue concerning any material fact (Adickes v. S.H. Kress & Co., 398 U.S. 144, 159, 90 S. Ct. 1598, 26 L. Ed. 2d 142 (1970)) by either producing evidence negating an essential element of plaintiff's claim, or by showing that plaintiff [\*9] does not have enough evidence of an essential element to carry its ultimate burden at trial. Nissan Fire & Marine Ins. Co. v. Fritz Companies, Inc., 210 F.3d 1099, 1103 (9th Cir. 2000). Lexington has not succeeded in carrying that burden.

Lexington has essentially placed all its eggs in one basket by relying exclusively on its proof that ICC is a company without assets, then arguing from that fact that no tortious "harm" could befall it; therefore (the argument goes), it can maintain no suit arising out of the facts described *supra*. Plaintiff's primary legal authority for this position is Werlinger v. Clarendon Nat'l Ins. Co., 129 Wn.App. 804, 120 P.3d 593 (2005). In that case, the insured (Warner) had filed a Chapter 13 bankruptcy prior to causing the auto accident which killed Werlinger; two months after the accident, Warner converted the action to a Chapter 7 proceeding, but not (the court found) in response to any action by Werlinger's insurer (Clarendon). Following his discharge in bankruptcy, Warner executed an agreement with Werlinger's estate in which he confessed a \$ 5 million judgment in exchange for the estate's promise not to hold him personally [\*10] liable. The appellate court upheld the finding that the settlement was unreasonable because Warner's bankruptcy discharge meant that he was immune to the damages he was confessing. Furthermore, his bankrupt status eliminated the possibility that any judgment in excess of his insurance

limits which occurred as a result of Clarendon's misfeasance could "harm" him. Therefore, the Werlinger court reasoned, Clarendon's alleged bad faith was not actionable. Id. at 809.

Lexington claims that Werlinger stands for the proposition that "where, as here, there were no assets which could be exposed by the insurance company's alleged failure to settle, no 'harm' could have occurred, as a matter of law." Pltf Reply, p. 4. In actuality, the opinion does not say that and its ruling is much more narrowly drawn. The facts of this case are sufficiently distinguishable from Werlinger to render it inapposite: the absence of a bankrupt party (much less a bankruptcy filed before the tortious conduct) and the absence of a sham agreement represent critical differences between the instant case and the case upon which Lexington relies.

Furthermore, HN4↑] there is dicta in the opinion [\*11] which leads to the conclusion that there are types of cognizable "harm" which can exist regardless of the injured party's current financial condition. After noting with approval the trial court's conclusion that Warner's bankruptcy insulated him from any harm resulting from Clarendon's bad faith delays, the appellate court also notes the lower court's finding that "the Werlingers presented no competent evidence of *other* injury." 129 Wash.App. at 808 (emphasis supplied). The implication is clear that, even in the face of insolvency, there is evidence of other injury which could be presented to support a finding of harm (the Werlinger court cites the possibility of proving "emotional distress" from the insurance company's actions). Id. at 809.

The evidence indicates that, although it may be presently without assets, ICC is in fact still listed with the Washington State Department of Licensing as an active, for-profit company. Decl. of Beninger, Exh. 14. Its current insolvency does not render it immune from a judgment which is capable of being periodically renewed and which will act as a deterrent to any attempt to revive this company as a viable [\*12] business entity. It is the ruling of this Court that the existence of an \$ 8 million judgment against a party not in bankruptcy or otherwise legally insulated from such a judgment constitutes "harm" as a matter of law.

Swanson, prosecuting this litigation in the shoes of ICC, has also alleged that the bad faith refusal of Lexington to settle Swanson's claim has resulted in the unnecessary expenditure of a portion of ICC's insurance policy (through a "spend-down" provision in the

2006 U.S. Dist. LEXIS 89424, \*12

contract). It is the further HNS finding of this Court that "harm" can be found where, as here, a party possesses the asset of an insurance policy and alleges that the bad faith actions of its insurer have resulted in a diminishment of that asset by such means as a bad faith "spend-down" of the policy amount.

### **Conclusion**

Plaintiff Lexington Insurance Company has failed to produce evidence which effectively negates any essential element of Defendant's cross-claim. Accordingly, its motion for partial summary judgment will be DENIED.

The clerk is directed to provide copies of this order to all counsel of record.

Dated: November 29, 2006

Marsha J. Pechman

U.S. District Judge

---

End of Document

# EXHIBIT 5

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13 IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

14 JON FLEMING and LINDA STANWOOD

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FRONT SIGHT MANAGEMENT LLC, a

18 Nevada Limited Liability Company,

19 Plaintiff,

20 vs.

21 LAS VEGAS DEVELOPMENT FUND LLC, a

22 Nevada Limited Liability Company; EB5

IMPACT CAPITAL REGIONAL CENTER

23 LLC, a Nevada Limited Liability Company; EB5

IMPACT ADVISORS LLC, a Nevada

24 Limited Liability Company; ROBERT W.

DZIUBLA, individually and as President and

25 CEO of LAS VEGAS DEVELOPMENT FUND

26 LLC and EB5 IMPACT ADVISORS

27 LLC; JON FLEMING, individually and as an

agent of LAS VEGAS DEVELOPMENT

28 FUND LLC and EB5 IMPACT ADVISORS

29 LLC; LINDA STANWOOD, individually and

as Senior Vice President of LAS VEGAS

) CASE NO.: A-18-781084-B

) DEPT NO.: 16

) **DEFENDANT, DEFENDANT LAS VEGAS**

) **DEVELOPMENT FUND, LLC'S THIRD**

) **SUPPLEMENTAL RESPONSES TO**

) **PLAINTIFF'S THIRD**

) **SET OF REQUESTS FOR PRODUCTION**

) **OF DOCUMENTS**

)

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1 DEVELOPMENT FUND LLC and EB5 )  
2 IMPACT ADVISORS LLC; DOES 1- )  
3 inclusive; and ROE CORPORATIONS 1- )  
4 10, inclusive, )

5 Defendants. )

6 \_\_\_\_\_ )  
7 LAS VEGAS DEVELOPMENT FUND LLC, )

8 Counterclaimant, )

9 vs. )

10 FRONT SIGHT MANAGEMENT, LLC, a )  
11 Nevada Limited Liability Company; )  
12 IGNATIUS PIAZZA, as an individual and in )  
13 his capacity as Trustee and/or beneficiary of )  
14 VNV DYNASTY TRUST I and VNV )  
15 DYNASTY TRUST II; JENNIFER PIAZZA, as )  
16 an individual and in her capacity as Trustee )  
17 and/or beneficiary of VNV DYNASTY TRUST )  
18 I and VNV DYNASTY TRUST II; VNV )  
19 DYNASTY TRUST I, an irrevocable Nevada )  
20 trust; VNV DYNASTY TRUST II, an )  
21 irrevocable Nevada trust; and ROES 1 through )  
22 10, inclusive, )

23 Counterdefendants. )

24 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

25 **RESPONDING PARTY: Defendant, LAS VEGAS DEVELOPMENT FUND, LLC**

26 **SET NO: THREE**

27 **GENERAL OBJECTIONS**

28 Defendant, LAS VEGAS DEVELOPMENT FUND, LLC ("Responding Party" or "Defendant"), makes the following general objections, whether or not separately set forth in response to each document demand, to each and every definition and document demand in the Request for Production of Documents (Set No. Three of Plaintiff ("Propounding party")):

1. Responding party objects to the requests generally, and to each and every individual

1 request specifically, to the extent that the requests seek documents not currently in responding  
2 party's possession, custody or control, or refers to persons, entities, or events not known to them, on  
3 the grounds that such requests seek to require more of this defendant than any obligation imposed by  
4 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
5 expense, and would seek to impose upon responding party an obligation to investigate information  
6 or materials from third parties or persons which are equally accessible to propounding party.

7         2.         Responding party objects to the requests on the ground that they have not completed  
8 investigation of the facts related to this matter, have not completed discovery in this action and have  
9 not completed preparation for any trial that may be held in this action. Any responses to the  
10 following document demands are based on documents currently known to responding party and are  
11 given without prejudice to responding party right to produce evidence of any subsequently  
12 discovered documents.

13         3.         Responding party objects to the requests generally, and to each and every individual  
14 request specifically, to the extent that the requests seek documents or information which would  
15 invade the protections afforded Responding party under the attorney client privilege and/or work  
16 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney  
17 client privilege, the work product doctrine, or any other protection. Inadvertent production of such  
18 protected information is not intended to be and shall not operate as a waiver of the applicable  
19 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
20 log.  
21

22         4.         Unless otherwise indicated, Responding Party will produce information regarding the  
23 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary  
24 Injunction Petition. (hereafter "Injunction Issues").

25         5.         Responding Party reserves the right to condition the production of documents  
26 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
27 confidentiality or protective order governing the disclosure of any such information.

28         6.         The production of any documents or information by Responding Party is made

1 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
2 documents containing confidential or proprietary information or trade secrets.

3 7. Responding Party objects to the requests to the extent that they would require  
4 Responding Party to produce documents or information covered by confidentiality agreements with  
5 others, or that would require Responding Party to violate the privacy interests of others.

6 **SECOND SUPPLEMENTAL RESPONSES TO REQUESTS**

7 **FOR PRODUCTION OF DOCUMENTS**

8 These Second Supplemental Response incorporate the previously asserted responses, and  
9 supplement them by identifying identification numbers for specific documents responsive to the  
10 requests.  
11

12 **REQUEST NO. 113:**

13 Please provide copies of all documents which support or relate to the truthfulness of the  
14 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of  
15 experience in the real estate and real estate financing market, and I personally have been involved in  
16 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,  
17 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015  
18 Email from Robert Dziubla to Mike Meacher, p. 0004.

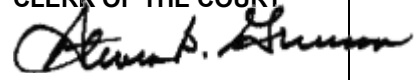
19 **RESPONSE TO REQUEST NO. 113:**

20 Responding party objects to this Document Request because; individually, and in aggregate  
21 with the other requests made herein and previously propounded, this request fails to meet the  
22 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
23 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
24 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
25 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
26 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
27 are not relevant to this issues presented; and it purports to require responding party to disclose  
28

# EXHIBIT 5



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15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

23 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al,

Defendants.

Case No. A-18-781084-B  
Dept. No. XVI

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND ORDER  
GRANTING IN PART AND DENYING  
IN PART DEFENDANT’S MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS’ AND  
INDIVIDUAL INVESTORS’  
CONFIDENTIAL INFORMATION**

26 AND ALL RELATED COUNTERCLAIMS.  
27

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1 This matter came before the Court on May 13, 2020, at 10:30 a.m., on Defendants Las Vegas  
2 Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional Center, LLC, EB5 Impact  
3 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood’s (collectively, the “EB5  
4 Parties”) Motion for Protective Order Regarding Discovery of Consultants’ and Individual Investors’  
5 Confidential Information (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff Front Sight  
6 Management LLC (“Front Sight”); and John R. Bailey, Andrea M. Champion, C. Keith Greer, and  
7 Kathryn Holbert appeared on behalf of the EB5 Parties. Having considered the EB5 Parties’  
8 Motion, Front Sight’s Opposition, the Reply, and having heard oral argument of the parties through  
9 their respective counsel, this Court makes the following Findings of Fact and Conclusions of Law.

10 Insofar as any conclusions of law is deemed to have been or include a finding of fact, such a  
11 finding of fact is hereby included as a factual finding. Insofar as any finding of fact is deemed to  
12 have been or to include a conclusion of law, such is included as a conclusion of law herein.

13 **FINDINGS OF FACT**

14 1. LVD Fund was formed as a new LLC for the specific purpose of raising funds from  
15 foreign investors pursuant to the federal EB-5 program. In turn, those funds were to be used to  
16 provide loan financing to Front Sight for construction of the Front Sight Project.

17 2. LVD Fund then sponsored an offering to foreign immigrant investors to finance the  
18 Project.

19 3. To market the offering, LVD Fund utilized Foreign Placement Consultants to contact  
20 potential foreign immigrant investors who may have some interest in investing in LVD Fund and  
21 promote the investment.

22 4. The foreign immigrant investors who subscribed to the offering are investors in LVD  
23 Fund; they are not investors in Front Sight.

24 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for  
25 construction of the Project as memorialized by the October 6, 2016 Construction Loan Agreement  
26 (the “CLA”).

27 ///

28 ///

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1 6. LVD Fund maintains that Front Sight breached the CLA through multiple  
2 performance defaults including, among other things, failing to provide the necessary information to  
3 support the EB5 Parties' reporting requirements.

4 7. Front Sight disputes that it breached the CLA and further contends that LVD Fund  
5 cannot enforce any alleged breaches of the CLA because the doctrine of equitable estoppel bars any  
6 such action due to the EB5 Parties' allegedly fraudulently inducing Front Sight into entering the  
7 CLA.

8 8. On September 14, 2018, Front Sight commenced this litigation.

9 9. Through discovery, Front Sight has sought information related to the foreign  
10 immigrant investors (the "Investors") as well as the Foreign Placement Consultants.

11 10. The EB5 Parties objected to each discovery request that sought information about the  
12 Investors and/or the Foreign Placement Consultants.

13 11. On September 19, 2019, Front Sight filed a Motion to Compel and for Sanctions,  
14 seeking an order to compel the EB5 Parties to provide supplemental responses to its Requests for  
15 Production of Documents, without objection.

16 12. While this Court ultimately ordered the EB5 Parties to provide additional  
17 supplemental responses to the Requests for Production of Documents, the Court did not address the  
18 EB5 Parties' privilege and confidentiality concerns in deciding Front Sight's Motion to Compel and,  
19 instead, instructed the EB5 Parties to assert any privilege(s) it may have in a privilege log and to file  
20 a motion for protective order by March 30, 2020. (*See* Order Grant. Pl.'s Mot. to Compel, filed  
21 3/25/2020.)

22 13. By stipulation, the parties later agreed to move the deadline for the EB5 Parties to file  
23 a motion for protective order from March 30, 2020 to April 13, 2020. (*See* Stip. and Order Resetting  
24 Hearings and Br. Schedule, filed 3/27/2020.)

25 14. On April 13, 2020, pursuant to the Parties' Stipulation and Order, the EB5 Parties  
26 filed their Motion to protect the disclosure of any information related to the Investors and the  
27 Foreign Placement Consultants.

28 ///

1 15. The EB5 Parties contend that information about the Investors and the Foreign  
2 Placement Consultants is irrelevant to the claims and defenses in this case, that it constitutes trade  
3 secrets, and that the protective order entered in this case is not sufficient to protect the information  
4 sought.

5 16. Front Sight contends that the EB5 Parties have waived any objections they may have  
6 to the information sought because the Motion was not timely filed. In addition, Front Sight contends  
7 that the information sought does not constitute trade secrets, is relevant to its fraudulent  
8 misrepresentation claims (specifically, that the EB5 Parties misrepresented their relationship with  
9 Foreign Placement Consultants and therefore, their ability to properly market and promote the  
10 Project), and that the information sought is sufficiently protected by the protective order entered in  
11 this case.

12 **CONCLUSIONS OF LAW**

13 1. NRC P 26(c) permits the Court, for good cause shown, to enter a protective order  
14 forbidding inquiry into certain matters, or limiting the scope of discovery to certain matters.

15 2. Generally, “[d]iscovery matters are within the district court’s sound discretion.” *Club*  
16 *Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249  
17 (2012).

18 3. NRC P 26(c) does not provide a time frame for a party to bring a motion for protective  
19 order.

20 4. Given the complex procedural history of this case, which has often led to accelerated  
21 deadlines, followed just as often by stipulations from the parties to create a more manageable  
22 deadline schedule, the Court finds that the EB5 Parties timely filed their Motion.

23 5. The Investors’ identities and investment information are not germane to the claims  
24 and defenses in this case. Therefore, pursuant to NRC P 26(c)(1)(A), the Court will not allow  
25 discovery as to the Investors.

26 6. As a result, the Court does not render a decision on the merits as to whether the  
27 investor records are privileged as trade secrets, if that privilege has been waived, if the discovery

28 ///

1 sought is proportional to the needs of the case, or whether Front Sight has demonstrated that the  
2 information sought as to the Investors is necessary.

3 7. However, limited information concerning the Foreign Placement Consultants is  
4 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history, and extent of  
5 the EB5 Parties’ prior relationship with the Foreign Placement Consultants is relevant to Front  
6 Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for  
7 potentially sourcing EB-5 investors. Consequently, notwithstanding the potential privilege and  
8 confidentiality concerns, the Court will allow limited discovery concerning the identities of the EB5  
9 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf of the  
10 EB5 Parties, the timing of the formation of those business relationships, and the degree of success  
11 those Foreign Placement Consultants achieved for the EB5 Parties in prior work.


12 **ORDER**

13 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is DENIED IN PART AND  
14 GRANTED IN PART as follows:

15 The Motion is DENIED as to the consultants; limited discovery, as set forth in Conclusion of  
16 Law No. 7, will be permitted.

17 The Motion is GRANTED as to the Investors; no discovery concerning the Investors’  
18 identities and investment information shall be permitted.

19 Dated this 30th day of June, 2020.

20  
21   
22 HONORABLE TIMOTHY C. WILLIAMS  
23 DISTRICT COURT JUDGE

CG

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1 Respectfully submitted by:

2 **BAILEY KENNEDY, LLP**

3

4 /s/ Andrea M. Champion

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FLEMING; and  
LINDA STANWOOD

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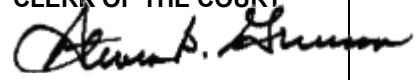
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# EXHIBIT 6

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11 DZIUBLA; JON FLEMING; and LINDA  
STANWOOD

12  
13 DISTRICT COURT  
14 CLARK COUNTY, NEVADA  
15

16 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

17 Plaintiff,

18 vs.

19 LAS VEGAS DEVELOPMENT FUND LLC, a  
20 Nevada Limited Liability Company; et al.,

21 Defendants.  
22

Case No. A-18-781084-B  
Dept. No. XVI

**THE EB5 PARTIES' MOTION FOR  
PROTECTIVE ORDER REGARDING  
SUBPOENAS TO SIMONE WILLIAMS  
AND ETHAN DEVINE**

**HEARING REQUESTED**

23 AND ALL RELATED COUNTERCLAIMS.  
24

25 Defendants Las Vegas Development Fund LLC (“LVD Fund”), EB5 Impact Capital  
26 Regional Center LLC (“EB5IC”), EB5 Impact Advisors LLC (“EB5IA”), Robert Dziubla (Mr.  
27 “Dziubla”), Jon Fleming (Mr. “Fleming”), and Linda Stanwood (Ms. “Stanwood”) (collectively, the  
28 “EB5 Parties”), by and through their counsel, hereby move the Court pursuant to Nevada Rules of

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1 Civil Procedure 26 and 45 for a Protective Order requiring Front Sight Management LLC (“Front  
2 Sight”) to modify the subpoenas to Simone Williams (Ms. “Williams”) and Ethan Devine (Mr.  
3 “Devine”); to quash requests for information to which Front Sight is not entitled; to require Front  
4 Sight to designate confidential documents received pursuant to the subpoena in accordance with the  
5 Protective Order; and to require depositions of third parties to be conducted by video conference if  
6 they proceed as noticed or delay the depositions until the parties can safely attend in-person  
7 depositions.

8 This Motion is made and based upon the pleadings and papers on file herein, the following  
9 Memorandum of Points and Authorities, the Declaration of Robert Dziubla, and any oral argument  
10 the Court may hear.

11 DATED this 19<sup>th</sup> day of October, 2020.

12 BAILEY ❖ KENNEDY

13  
14 By: /s/ Andrea M. Champion  
15 JOHN R. BAILEY  
16 JOSHUA M. DICKEY  
ANDREA M. CHAMPION

17 *Attorneys for Defendants*  
18 LAS VEGAS DEVELOPMENT FUND  
19 LLC; EB5 IMPACT CAPITAL  
20 REGIONAL CENTER LLC; EB5 IMPACT  
21 ADVISORS LLC; ROBERT W.  
22 DZIUBLA; JON FLEMING; and LINDA  
23 STANWOOD  
24  
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28

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

1 Front Sight continues to use the discovery process as an opportunity to harass the EB5  
2 Parties and obtain access to their trade secret and confidential information. Less than four months  
3 ago, this Court issued an Order explicitly removing all information related to the EB-5 Investors  
4 (and potential EB-5 investors) from the purview of discovery. However, rather than focusing on  
5 discovery that is germane to the claims and defenses in this case, Front Sight is now trying to side-  
6 step this Court’s Order by issuing subpoenas to third parties *for the exact information already*  
7 *foreclosed by this Court.*

8  
9  
10 Moreover, in opposing the EB5 Parties’ Motion for Protective Order Regarding the EB5  
11 Investors and the Foreign Placement Consultants, Front Sight argued that discovery regarding the  
12 foreign placement agents and consultants was necessary, but that the EB5 Parties (and the Court)  
13 need not worry about the exposure of their trade secret and confidential information. Front Sight’s  
14 solution was for the EB5 Parties to utilize the Protective Order already in place, and simply  
15 designate their trade secret and confidential information as “Outside Counsel Eyes Only.”<sup>1</sup> The EB5  
16 Parties accordingly produced documents that contained highly confidential information with the  
17 “Outside Counsel Eyes Only” designation only to receive multiple letters from Front Sight  
18 contesting the confidential designations in direct contravention of their prior representations.<sup>2</sup>

19 In addition to seeking the very information that this Court previously ruled was not subject to  
20 discovery, Front Sight now also seeks, from Ms. Williams and Mr. Devine, the very information that  
21 the EB5 Parties consider both trade secret and confidential and therefore previously produced as  
22 “Outside Counsel Eyes Only.” The EB5 Parties have no basis to believe that Front Sight will honor  
23 the Protective Order and properly designate these documents as “Outside Counsel Eyes Only.”

24  
25 <sup>1</sup> Opp. to Mot. for Protective Order, April 27, 2020, at 22:10–23:16 (“If these are the genuine concerns of  
26 Defendants, then [the Protective Order] contains sufficient requirements to safeguard Defendants’ alleged trade secrets.  
27 Designation of the information sought by Front Sight as Outside Counsel Eye Only material would prevent the  
28 disclosure of alleged secrets to competitors. It would further prevent any claimed misuse by Dr. Piazza or any other  
officer or employee of Front Sight because those persons would never gain access to the information.”)

<sup>2</sup> The EB5 Parties have not yet responded to Front Sight’s correspondence although they obviously dispute any  
contention by Front Sight that they were improperly designated as “Outside Counsel Eyes Only” (and despite Front  
Sight’s previous invitation to designate them as such).

1 Instead, Front Sight’s requests appears to be nothing other than a way for Front Sight to obtain these  
2 documents and improperly use them, in direct violation of their current confidentiality designation.

3 Worse, in order to convince the Court to allow it some limited discovery as to the Foreign  
4 Placement Consultants, Front Sight promised that it “would agree to seek leave of the Court before  
5 issuing subpoenas or seeking to contact any investor or [Foreign Placement] Consultant disclosed to  
6 Front Sight.” (See Opp. to Defs.’ Mot. for Prot. Order Re Discovery of Consultants’ and Individual  
7 Investors’ Confidential Info., Apr. 27, 2020, at 23:14-16.) True to form, Front Sight has now done  
8 an about face and issued these Subpoenas in direct contradiction to its promise.

9 Finally (and consistently), Front Sight blatantly disregards the arguments it made to the  
10 Court to justify a discovery extension. Just weeks ago, Front Sight argued to this Court that, among  
11 other things, the COVID-19 pandemic justified a *nine month* extension of discovery. The  
12 representations having served their purpose, Front Sight now disregards them, seeking the in-person  
13 depositions of Ms. Williams and Mr. Devine. The EB5 Parties are concerned about taking in  
14 person depositions in two other states within the coming months when these third party witness  
15 depositions could easily take place via video conference. Alternatively, the depositions should be  
16 postponed if Front Sight is insistent about taking them in person (and in light of the recently  
17 extended discovery schedule).

18 **II. STATEMENT OF FACTS**

19 Because Front Sight served written discovery on the EB5 Parties requesting the disclosure  
20 and production of information regarding the EB-5 Investors and the EB5 Parties’ consultants and  
21 foreign placement agents, including compensation—information that constituted the EB5 Parties’  
22 trade secret and confidential information, and that would irreparably harm the EB5 Parties’  
23 representation in the EB-5 industry should it be disclosed—the EB5 Parties moved for a protective  
24 order on April 13, 2020. (Mot. for Protective Order, Apr. 13, 2020.) Within that Motion, the EB5  
25 Parties sought a protective order preventing Front Sight from conducting *any* discovery on either the  
26 EB-5 Investors (or potential EB-5 investors) or the EB5 Parties’ consultants and foreign placement  
27 agents.

28 ///

1 On May 13, 2020, the Court granted the Motion as to the EB-5 Investors, finding that Front  
2 Sight was not entitled to *any* discovery on either the EB-5 Investors or potential EB-5 Investors.  
3 (See May 13, 2020 Hr’g Tr., excerpts of which are attached hereto as Exhibit A, at 131:17-18; *see*  
4 *also* Court Mins, May 13, 2020, at pg. 2) However, the Court took the motion under advisement as  
5 to the foreign placement agents and consultants in order to examine closely the legal authority  
6 presented by the parties in comparison with Front Sight’s allegations in the complaint. (*See id.*) In  
7 doing so, the Court expressed concern that all of the information sought about the foreign placement  
8 agents may not be relevant to Front Sight’s claims in the case. (Ex. A. at 132:8-13) (“But the  
9 investors appears to be fairly clear to me. However, when it comes to the consultants, potentially  
10 there might be an area of inquiry that might be germane to the plaintiff’s misrepresentation-based  
11 claims, so I want to take a look at that.”)

12 On July 6, 2020, the Court entered Findings of Fact and Conclusions of Law and Order,  
13 ruling that “[t]he Investors’ identities and investment information are not germane to the claims and  
14 defenses in this case.” (Findings of Fact and Conclusions of Law and Order Granting in Part and  
15 Denying in Part Defs.’ Mot. for Prot. Order Re Discovery of Consultants’ and Individual Investors’  
16 Confid. Info., June 30, 2020 (hereinafter, the “Order”), attached hereto as Exhibit B, at ¶ 5.) The  
17 Court ultimately ruled that it would “not allow discovery as to the Investors.” (*Id.*)

18 The Court also ruled that only the “nature, history, and extent of the EB5 Parties’ prior  
19 relationship with the Foreign Placement Consultants is relevant to Front Sight’s claims that the EB5  
20 Parties’ misrepresented that it had a network of relationships for potentially sourcing EB-5  
21 investors,” and that as a result it would allow only “*limited discovery* concerning the identities of the  
22 EB5 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf  
23 of the EB5 Parties, the timing of the formation of those business relationships, and the degree of  
24 success those Foreign Placement Consultants achieved for the EB5 Parties in prior work.” (*Id.* at ¶  
25 7.) (emphasis added).

26 The Court *did not* allow discovery on the Foreign Placement Consultants’ compensation – a  
27 point Front Sight specifically raised in its Opposition to the Motion and requested discovery on. (*See*  
28 *Opp.* at 18:7-12; *see also* Ex. A at 126:10-15; Order at ¶ 7.) In addition, the Court *did not* allow –

1 and Front Sight *did not* seek – discovery on any projects the Foreign Placement Consultants were  
 2 involved in with the EB5 Parties after February 2014 (when the EB5 Parties agreed to market the  
 3 Project). (*See* Opp. at 16:19-17:11; 18:20-19:2, arguing that the “identities of the Migration  
 4 Consultants, their prior histories with Defendants (namely, specific jobs on which they worked), and  
 5 their track record for success” alone was relevant to its fraud claims, emphasis added; *see also* Order  
 6 at ¶ 7.)

7 On October 12, 2020, Front Sight issued two Notices of Intent to Issue Subpoena for  
 8 Deposition and Production of Documents to Simone Williams, Esq.—who Front Sight is aware  
 9 represents some of the EB-5 investors—and Ethan Devine—a former employee of EB5IA  
 10 (collectively, the “Subpoenas”). (*See* Exhibits C and D, respectively.). In direct violation of the  
 11 Court’s June 30, 2020 Order, Front Sight requests, via the Subpoenas, information about (and  
 12 communications with) the EB-5 investors, potential EB-5 investors, and information about the  
 13 foreign placement agents that goes beyond the limited scope of the Court’s Order. Specifically,  
 14 Front Sight’s subpoena *duces tecum* to Ms. Williams includes the following requests:

- 15 • No. 8: Any and all documents related to your attempts to source EB-5 immigrant  
 16 investors for the Front Sight Project;
- 17 • No. 9: Any and all communications related to your attempts to source EB-5  
 18 immigrant investors for the Front Sight Project;
- 19 • No. 10: Any and all documents related to the Williams Global Law PLLC Pre-  
 20 Marketing Agreement with EB5IC;
- 21 • No. 11: Describe your efforts undertaken pursuant to the Williams Global Law PLLC  
 22 Pre-Marketing Agreement with EB5IC;
- 23 • No. 15: All communications and/or documents between you and Robert Dziubla  
 24 regarding any project not related to the Front Sight Project that was anticipated to use  
 25 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;
- 26 • No. 16: All communications and/or documents between you and Jon Fleming  
 27 regarding any project not related to the Front Sight Project that was anticipated to use  
 28 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;

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- 1 • No. 17: All communications and/or documents between you and Linda Stanwood
- 2 regarding any project not related to the Front Sight Project that was anticipated to use
- 3 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;
- 4 • No. 18: All communications and/or documents between you and EB5IA regarding
- 5 any project not related to the Front Sight Project that was anticipated to use EB-5
- 6 funds and/or for which you sought to be retained to raise EB-5 funds;
- 7 • No. 19: All communications and/or documents between you and EB5IC regarding
- 8 any project not related to the Front Sight Project that was anticipated to use EB-5
- 9 funds and/or for which you sought to be retained to raise EB-5 funds;
- 10 • No. 20: All communications and/or documents between you and LVD Fund regarding
- 11 any project not related to the Front Sight Project that was anticipated to use EB-5
- 12 funds and/or for which you sought to be retained to raise EB-5 funds.

13 See Ex. C.

14 Front Sight’s subpoena *duces tecum* to Mr. Devine likewise includes the following similar  
15 requests:

- 16 • No. 8: Any and all documents related to your attempts to source EB-5 immigrant
- 17 investors for the Front Sight Project, including but not limited to communications
- 18 with potential EB-5 immigrant investors and agents of potential EB-5 immigrant
- 19 investors;
- 20 • No. 9: Any and all communications related to your attempts to source EB-5
- 21 immigrant investors for the Front Sight Project, including but not limited to
- 22 communications with potential EB-5 immigrant investors and agents of potential EB-
- 23 5 immigrant investors;
- 24 • No. 11: Any and all expense and/or reimbursement reports related to your attempts to
- 25 source EB-5 immigrant investors for the Front Sight Project, including but not limited
- 26 to communications with potential EB-5 immigrant investors and agents of potential
- 27 EB-5 immigrant investors;

28 ///

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- 1           • No. 12: Any communications between you and Kyle Scott pertaining to the Front
- 2           Sight Project;
- 3           • No. 13: Any communications between you and Sudhir Shah pertaining to the Front
- 4           Sight Project;
- 5           • No. 14: Any communications between you and LuRaphael Li<sup>3</sup> pertaining to the Front
- 6           Sight Project;
- 7           • No. 16: All communications and/or documents between you and Robert Dziubla
- 8           regarding any project not related to the Front Sight Project that was anticipated to use
- 9           EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;
- 10          • No. 17: All communications and/or documents between you and Jon Fleming
- 11          regarding any project not related to the Front Sight Project that was anticipated to use
- 12          EB-5 funds and/or for which you sought to be retained to raised EB-5 funds;
- 13          • No. 18: All communications and/or documents between you and Linda Stanwood
- 14          regarding any project not related to the Front Sight Project that was anticipated to use
- 15          EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;
- 16          • No. 19: All communications and/or documents between you and EB5IA regarding
- 17          any project not related to the Front Sight Project that was anticipated to use EB-5
- 18          funds and/or for which you sought to be retained to raise EB-5 funds;
- 19          • No. 20: All communications and/or documents between you and EB5IC regarding
- 20          any project not related to the Front Sight Project that was anticipated to use EB-5
- 21          funds and/or for which you sought to be retained to raise EB-5 funds;
- 22          • No. 21: All communications and/or documents between you and LVD Fund regarding
- 23          any project not related to the Front Sight Project that was anticipated to use EB-5
- 24          funds and/or for which you sought to be retained to raise EB-5 funds.

25    *See Ex. D.*

26    ///

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27  
28    <sup>3</sup> Kyle Scott, Sudhir Shah, and LuRaphael Li are Foreign Placement Consultants that EB5IA engaged to market the Front Sight Project to potential EB-5 investors.



1 Front Sight’s attempt to circumvent the Court’s Order (and the EB5 Parties’ prior  
2 designations under the Protective Order) cannot be permitted. Thus, the EB5 Parties have been  
3 forced to bring this Motion in order to ensure Front Sight complies with the June 30, 2020 Order.

4 **III. ARGUMENT**

5 **A. Legal Standard for a Protective Order.**

6 “Protective orders... are governed by NRC P 26(c)(2), which permits a district court, ‘for  
7 good cause shown,’ to ‘protect a party ... from annoyance, embarrassment, oppression, or undue  
8 burden or expense’” *Okada v. Eighth Jud. Dist. Ct.*, 131 Nev. 834, 840 (2015).

9 NRC P 26 states that:

10 “A party or any person from whom discovery is sought may move for  
11 a protective order in the court where the action is pending--or as an  
12 alternative on matters relating to an out-of-state deposition, in the  
13 court for the judicial district where the deposition will be taken.... The  
14 court may, for good cause, issue an order to protect a party or person  
15 from annoyance, embarrassment, oppression, or undue burden or  
16 expense, including one or more of the following:

17 (A) forbidding the disclosure or discovery;

18 (D) forbidding inquiry into certain matters, or limiting the scope of  
19 disclosure or discovery to certain matters; and

20 (G) requiring that a trade secret or other confidential research,  
21 development, or commercial information not be revealed or be  
22 revealed only in a specified way; and”

23 NRC P 26(1).

24 The Court possesses “very broad discretion in fashioning [protective] orders. *See McDowell*  
25 *v. Calderon*, 197 F.3d 1253, 1256 (9th Cir. 1999). Protective orders serve as a “safeguard for the  
26 protection of parties and witnesses in view of the broad discovery rights authorized in Rule 26(b).”  
27 *United States v. Columbia Broad Sys., Inc.*, 666 F.2d 364, 369 (9th Cir. 1982).

28 Although NRC P 26(b) is broad, it does not provide parties with a free pass to demand  
irrelevant information. **“If the discovery sought is not relevant, the court should restrict  
discovery by issuing a protective order.”** *Monte H. Greenawalt Revocable Tr. v. Brown*, No. 2:12-  
CV-01983-LRH, 2013 WL 6844760, at\* 3 (D. Nev. Dec. 19, 2013) (emphasis added); *see also*  
*Navel Orange Admin. Comm. v. Exeter Orange Co.*, 722 F.2d 449, 454 (9th Cir. 1983) (affirming



1 issuance of a protective order precluding discovery of irrelevant information).

2 **B. Front Sight Cannot Be Permitted to Circumvent the Court's Order By Seeking**  
 3 **Information about the EB-5 Investors From Third Parties.**

4 On June 30, 2020, this Court entered its Order finding that “[t]he Investors’ identities and  
 5 investment information are not germane to the claims and defense in this case. Therefore, pursuant  
 6 to NRCP 26(c)(1)(A), *the Court will not allow discovery as to the Investors.*” (Order, at ¶ 5  
 7 (emphasis added).) Front Sight attempts to sidestep this clear mandate from the Court by seeking to  
 8 obtain from third parties information that the Court already prohibited when Front Sight sought to  
 9 obtain it directly from the EB5 Parties.

10 Requests No. 8, 9, and 11 to Mr. Devine all seek information that includes “**communications**  
 11 **with potential EB-5 immigrant investors and agents of potential EB-5 immigrant investors.**”  
 12 Likewise, requests Nos. 8-9 to Ms. Williams seek information relating to her efforts to source EB-5  
 13 investors for the Project.

14 Front Sight issued these requests in *in direct violation of the Court's Order*. The Court has  
 15 already ruled that information pertaining to the Investors is not relevant and not subject to discovery.  
 16 Accordingly, in making these requests, Front Sight cannot be seeking the information for proper  
 17 purposes. Rather, it seeks this information to harass the both the EB5 Parties and the subpoenaed  
 18 parties (one of which is a former employee of EB5IA and the other who serves as counsel for many  
 19 of the EB-5 investors).

20 Furthermore, the requests to Ms. Williams seek documents and communications that are  
 21 plainly protected by the attorney-client privilege and/or work product doctrine. Ms. Williams serves  
 22 as EB-5 counsel for several of the Indian EB-5 Investors who committed to the Front Sight Project.  
 23 (Declaration of Robert W. Dziubla, attached hereto as Exhibit E, at ¶ 6-7.) The EB5 Parties expect  
 24 that Ms. Williams will object to Front Sight’s requests because such information is protected by the  
 25 attorney-client privilege.

26 Put simply, Front Sight should not be allowed to openly flout and circumvent the Court’s  
 27 Order. The Court should prohibit the requests that relate to EB-5 investors and potential EB-5  
 28 investors in their entirety.

1           **C. Front Sight’s Requests Regarding the Foreign Placement Consultants Must Be**  
 2           **Limited Consistent with the Court’s Order.**

3           This Court has already ruled that only limited discovery on the Foreign Placement  
 4           Consultants may be allowed in this case. Specifically, the Court ruled that only the “nature, history,  
 5           and extent of the EB5 Parties’ *prior* relationship with the Foreign Placement Consultants is relevant  
 6           to Front Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for  
 7           potentially sourcing EB-5 investors,” and that as a result it would allow only “***limited discovery***  
 8           concerning the *identities* of the EB5 Parties’ Foreign Placement Consultants, the *prior work these*  
 9           *consultants performed on behalf of the EB5 Parties*, the *timing of the formation of those business*  
 10           *relationships*, and the *degree of success those Foreign Placement Consultants achieved for the*  
 11           *EB5 Parties in prior work.*” (Order at ¶ 7.) (emphasis added). The Court already rejected Front  
 12           Sight’s request to conduct discovery on the Foreign Placement Consultants’ compensation. (*See id.*  
 13           at ¶ 7.) Yet, Front Sight’s Subpoenas seek information well beyond the scope of the limitations  
 14           imposed by the Court.

15           Specifically, the following requests to Ms. Williams are beyond the scope of the Court’s  
 16           Order:

- 17           • Request Nos. 1-6 all seek communications between Ms. Williams and the EB5 Parties  
 18           “related to the Front Sight Project.” These Requests, as written, would seek the  
 19           disclosure of Ms. Williams’ compensation (if any) for her work as a Foreign  
 20           Placement Consultant marketing the Project to EB-5 Investors and may include  
 21           communications between Ms. Williams and EB-5 Investors or potential EB-5  
 22           Investors which were subsequently sent to the EB5 Parties;
- 23           • Request No. 7 similarly seeks the production of all documents in Ms. Williams’  
 24           control related to the Front Sight Project which would include her Foreign Placement  
 25           Consultant Agreement (if any), documents exchanged with EB-5 Investors and  
 26           potential EB-5 Investors (including any EB-5 Investors she may have, or currently,  
 27           represent), and details of her efforts to market the Project to potential EB-5 Investors;
- 28           • Request Nos. 8 and 9 seeks the production of any and all documents and/or

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- 1 communications “related to [Ms. Williams’] attempts to source EB-5 immigrant  
2 investors for the Front Sight Project” which, on its face, clearly violates the Court’s  
3 Order;
- 4 • Request No. 10 calls for the production of Ms. Williams’ Foreign Placement  
5 Consultant Agreement (if any) and all related documents;
  - 6 • Request Nos. 12-14 seek communications between Ms. Williams and other Foreign  
7 Placement Consultants about the Front Sight Project which would necessarily include  
8 details of their attempts to market the Project, information about EB-5 investors, and  
9 possibly details about Ms. Williams current client; and
  - 10 • Request Nos. 15-20 seek the disclosure of communications and/or documents  
11 between Ms. Williams and EB5 Parties related to other EB-5 projects other than the  
12 Front Sight Project but is not limited to any projects prior to February 2013 as  
13 required by the Court’s Order.

14 These requests are not limited pursuant to the Court’s Order. Instead, Front Sight’s subpoena  
15 seeks prohibited information for the purpose of harassing Ms. Williams and the EB5 Parties.

16 Front Sight’s Subpoena to Mr. Devine likewise seeks information beyond the limited scope  
17 permitted by the Court and seeks the production of irrelevant information. Mr. Devine was not a  
18 consultant or Foreign Placement Consultant. Mr. Devine was an employee of EB5IA and was hired  
19 specifically for the purpose of marketing the Front Sight Project. Mr. Devine’s only involvement  
20 with the EB5 Parties was to market the Front Sight Project and ultimately, EB5IA was forced to let  
21 Mr. Devine go because Front Sight refused to pay for additional marketing (which would have  
22 covered Mr. Devine’s salary). Mr. Devine’s involvement with other EB-5 projects for any purpose  
23 other than establishing his credentials is irrelevant. Front Sight has no reasonable basis for seeking  
24 this information.

25 Put simply, Front Sight’s requests are irrelevant, improper, and made contrary to the Court’s  
26 Order. Thus, the Court should prohibit these requests in their entirety or, at minimum, modify them  
27 to only allow the limited information permitted by this Court’s June 30, 2020 Order.

28 ///

1           **D. Front Sight’s Requests Regarding the Foreign Placement Consultants Must Be**  
 2           **Limited Consistent with the Court’s Order.**

3           To the extent any of Front Sight’s requests are allowed to stand (or are limited consistent  
 4 with the Court’s June 30, 2020 Order), Front Sight must also be compelled to produce the  
 5 information consistent with the Protective Order entered by this Court on November 26, 2018.  
 6 Unfortunately this request is necessary because it appears that Front Sight has propounded the  
 7 Subpoenas solely to get around the EB5 Parties’ designation of the same material (but limited  
 8 consistent with the Court’s June 30, 2020 Order) as “Outside Counsel Eyes Only.”

9           As this Court will recall, when it chose to allow limited discovery on Foreign Placement  
 10 Consultants, it did so, in large part, because of Front Sight’s representation that the Protective Order  
 11 already in place was sufficient to protect the information that they sought through discovery. Front  
 12 Sight persuaded the Court that if the EB5 Parties were required to produce information pertaining to  
 13 its relationships with Foreign Placement Consultants (information that the EB5 Parties maintain is  
 14 highly confidential and constitutes trade secrets), the EB5 Parties could simply designate the  
 15 documents as “Outside Counsel Eyes Only,” to protect the information from unwarranted  
 16 dissemination or improper use. Specifically, Front Sight argued:

17           The gravamen of Defendants’ request for a protective order for their  
 18 alleged trade secrets [related to EB5 Investors and the Foreign  
 19 Placement Consultants] is to protect unauthorized disclosure thereof to  
 20 LVDF’s competitors and to prevent improper use by Ignatius Piazza,  
 21 specifically, or Front Sight generally. If these are the genuine  
 22 concerns of Defendants, then [the Protective Order] contains sufficient  
 23 requirements to safeguard Defendants’ alleged trade secrets.  
 24 *Designation of the information sought by Front Sight as **Outside***  
 25 ***Counsel Eye Only** material would prevent the disclosure of alleged*  
 26 *trade secrets to competitors. It would further prevent any claimed*  
 27 *misuse by Dr. Piazza or any other officer or employee of Front Sight*  
 28 *because those persons would never gain access to the information.*

Should this Court deem further protections in addition to the  
 provisions of the Protective Order are necessary to safeguard  
 Defendants’ alleged trade secrets, ***Front Sight will comply with the***  
***Court’s orders.***

(Opp., 23:5–11 (emphasis added) (internal citations omitted).) In addition, Front Sight promised that  
 it “would agree to seek leave of the Court ***before issuing subpoenas*** or seeking to contact any  
 investor or consultant disclosed to Front Sight.” (*Id.* at 23:14-16.)

1 At the hearing on the EB5 Parties’ previous Motion for Protective Order, the EB5 Parties  
 2 reiterated that if the Court was so inclined to allow *any* discovery on the Foreign Placement  
 3 Consultants that they be able to designate the information as “Outside Counsel Eyes Only” to avoid  
 4 disclosure to Front Sight. (Ex. A at 124:25-125:8). Front Sight did not object to the EB5 Parties’  
 5 expressed intent to designate all information related to the Foreign Placement Consultants and EB-5  
 6 Investors as “Outside Counsel Eyes Only” but rather, reiterated its promise to comply with the  
 7 Protective Order. (*Id.* at 127:7-12) (“And, again, there is already a protective order in place, so we  
 8 go ahead with this information . . . . We will abide by the protective order because it’s court  
 9 ordered.”)

10 In reliance on Front Sight’s invitation to disclose information about the Foreign Placement  
 11 Consultants as “Outside Counsel Eyes Only” and in reliance on Front Sight’s guarantees of  
 12 adherence to the protective order, the EB5 Parties subsequently produced thousands of  
 13 communications and documents related to the identities of the EB5 Parties’ Foreign Placement  
 14 Consultants, the prior work these consultants performed on behalf of the EB5 Parties, the timing of  
 15 the formation of those business relationships, and the degree of success those Foreign Placement  
 16 Consultants achieved for the EB5 Parties in prior work. They clearly designated that information as  
 17 “Outside Counsel Eyes Only” pursuant to the Protective Order. (*See* Declaration of Andrea M.  
 18 Champion, attached hereto as Exhibit F, at ¶ 3-7.)

19 However, since receiving these documents, Front Sight has sent numerous letters *disputing*  
 20 the confidential designations. (*Id.* at ¶ 8-9.) Front Sight has no reason to dispute the EB5 Parties’  
 21 designation unless it seeks to use the information contained therein for an improper purpose. Indeed,  
 22 the EB5 Parties have long feared that if Front Sight were to receive the contact information and  
 23 payment details for their Foreign Placement Consultants, Front Sight would contact them and either  
 24 attempt to source investors outside of a USCIS licensed regional center *or* disparage the EB5 Parties  
 25 and destroy their business relationships. Front Sight is well-aware of these concerns.<sup>4</sup>

26 \_\_\_\_\_  
 27 <sup>4</sup> As addressed in Defendants’ prior Motion for Protective Order, Front Sight has already demonstrated its intent  
 28 to harass the Placement Consultants and Investors. Front Sight previously used what little information it had available to  
 it to contact two agents in an effort to tarnish the EB5 Parties by providing the agents with bogus criminal actions against  
 Mr. Dziubla in Nye County—an action that was instigated by Front Sight and subsequently dismissed. The EB5 parties  
 were (and continued to be) justifiably concerned that Front Sight (and specifically Mr. Piazza) will contact the EB-5

1 Now, apparently unhappy with the very designation by the EB5 Parties that Front Sight  
 2 previously suggested, Front Sight seeks the same information (in addition to the overly broad  
 3 requests addressed above) from third parties. In doing so, Front Sight is attempting to strip the EB5  
 4 Parties' trade secret and confidential information of its safeguards and is violating the very promises  
 5 it made to this Court (including its promise to seek leave of the Court before issuing any such  
 6 subpoenas). Therefore, to the extent the Court determines that any of the requests in the Subpoenas  
 7 may be allowed (which they should not), then an order is necessary to compel Front Sight to  
 8 designate any documents and/or information received pursuant to the Subpoenas as "Outside  
 9 Counsel Eyes Only."<sup>5</sup>

10 **E. Front Sight Cannot Issue Interrogatories to Third Parties**

11 But Front Sight's Subpoenas do not just stop at seeking the production of documents well  
 12 beyond the Court's June 30, 2020 Order. Front Sight apparently (and mistakenly) believes it can  
 13 propound interrogatories on third parties. It cannot. *See Ward v. Empire Vision Ctrs., Inc.*, 262  
 14 F.R.D. 256, 261 (W.D.N.Y. 2009) ("[T]he federal rules provide that interrogatories may only be  
 15 served upon parties to the lawsuit.") (citing Fed. R. Civ. P. 33 ("a party may serve on any other  
 16 party no more than 25 written interrogatories")); *Chiquita Fresh N. Am., LLC v. Long Island Banana*  
 17 *Corp.*, No. 14-982 (ADS) (AKT), 2018 U.S. Dist. LEXIS 34763, at \* 6 (E.D.N.Y. Sept. 28, 2018)  
 18 ("As indicated by the text of Rules 33 and 34, the discovery devices available under those rules are  
 19 'reserved for party to party production.' As such, '[a]ny interrogatories or requests for production  
 20 served on non-parties are a nullity.") (internal quotations omitted).<sup>6</sup>

21 ///

22  
 23 investors and harass the Foreign Placement Agents. (*See* Mot. for Prot. Order, filed Apr. 13, 2020, at 12-13.)

24 <sup>5</sup> Although the bulk of this Motion addresses Front Sight's subpoena *duces tecum* and the requests contained  
 25 therein, the Subpoenas also call for the depositions of Ms. Williams and Mr. Devine and the EB5 Parties would  
 26 anticipate that Front Sight intends to cover the same ground as the requests in their depositions of the third party  
 witnesses. Therefore, any order entered by this Court should extend to Ms. Williams and Mr. Devine's deposition  
 testimony as well.

27 <sup>6</sup> "Federal cases interpreting the Federal Rules of Civil Procedure 'are strong persuasive authority, because the  
 28 Nevada Rules of Civil Procedure are based in large part upon their federal counterparts.'" *Exec. Mgmt. v. Ticor Title Ins.*  
*Co.*, 18 Nev. 46, 53, 38 P.3d 872, 876 (2002) (quoting *Novelty v. Fernandez*, 106 Nev. 113, 119, 787 P.2d 772, 776  
 (1990)).

1 Front Sight’s Request No. 11 to Ms. Williams asks her to “Describe your efforts undertaken  
 2 pursuant to the Williams Global Law PLLC Pre-Marketing Agreement with EB5IC.” Ms. Williams  
 3 is not a party to this action. She is not required to create documents, nor is she required to answer  
 4 questions in responding to a subpoena *duces tecum*. *See id.* This request is improper and must be  
 5 quashed.

6 **F. The Third Party Depositions Noticed by Front Sight Should be Held Via Zoom**  
 7 **or Delayed to Avoid Unnecessary Travel Across the United States.**

8 Finally, it bears noting that Front Sight noticed Ms. Williams’ deposition for December 17,  
 9 2020, and Mr. Devine’s for December 10, 2020. Neither deposition will take place in Nevada,  
 10 requiring the parties and their counsel travel, twice.<sup>7</sup> While Front Sight provided Ms. Williams with  
 11 the option to vacate the deposition if she provides documents responsive to the subpoena *duces*  
 12 *tecum* by December 11, 2020, (*see* Ex. C at pg. 2), Front Sight has *not* provided Mr. Devine with the  
 13 same option. (*See* Ex. D at pg. 2.)

14 The EB5 Parties do not intend to tell Front Sight how to litigate this case. However, the EB5  
 15 Parties are reasonably concerned about having to travel, twice, across the Country in the midst of the  
 16 continuing COVID-19 pandemic. Moreover, the EB5 Parties are reasonably concerned that these  
 17 will be only the first of many in person depositions Front Sight intends to notice and if Front Sight is  
 18 allowed to notice EB-5 investor and Foreign Placement Agent depositions (which it should not),  
 19 then there is a real possibility that Front Sight will seek to require the parties to continue to travel to  
 20 depositions both domestically and internationally in the very near future.

21 Front Sight just recently moved for a nine month extension of discovery, emphasizing,  
 22 among other things, concerns regarding COVID-19, consistent with those expressed by the Court,  
 23 and about the parties’ ability to complete discovery during the ongoing pandemic. However,  
 24 immediately after the Court granted Front Sight’s request—Front Sight noticed two in person third  
 25 party depositions. Such hypocrisy should not be countenanced. The EB5 Parties do not wish to  
 26 subject themselves to unnecessary risk by having to travel across the United States for depositions

27 \_\_\_\_\_  
 28 <sup>7</sup> Ms. Williams’ deposition is noticed to be taken in Washington D.C. and Mr. Devine’s deposition is noticed to  
 be taken in San Diego, California five days later.



1 that can be taken via Zoom or delayed (since they cannot be held in Nevada). For this reason, the  
2 EB5 Parties request that the Court either require Front Sight to proceed with these depositions via  
3 video conferencing or delay them until the parties and their counsel can safely travel.

4 **IV. THE CONCLUSION**

5 Front Sight’s Subpoenas to Ms. Williams and Mr. Devine far exceed the boundaries of  
6 NRCF 26, the requirements of this case, and this Court’s June 30, 2020 Order. Accordingly, the  
7 EB5 Parties request that the Court quash or modify the Subpoenas as set forth above. The EB5  
8 Parties further move this Court to preclude Front Sight from continuing with in person depositions of  
9 Ms. Williams, Mr. Devine, and any other witnesses Front Sight chooses to depose until in person  
10 depositions can safely resume.

11 DATED this 19<sup>th</sup> day of October, 2020.

12 BAILEY ❖ KENNEDY

13  
14 By: /s/ Andrea M. Champion  
15 JOHN R. BAILEY  
16 JOSHUA M. DICKEY  
17 ANDREA M. CHAMPION

18 *Attorneys for Defendants*  
19 LAS VEGAS DEVELOPMENT FUND  
20 LLC; EB5 IMPACT CAPITAL  
21 REGIONAL CENTER LLC; EB5 IMPACT  
22 ADVISORS LLC; ROBERT W.  
23 DZIUBLA; JON FLEMING; and LINDA  
24 STANWOOD  
25  
26  
27  
28

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**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 19<sup>th</sup> day of October, 2020, service of the foregoing **THE EB5 PARTIES’ MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENAS TO SIMONE WILLIAMS AND ETHAN DEVINE** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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CONSTRUCTION, INC.; AND EFRAIN  
RENE MORALES-MORENO

/s/ Angelique Mattox  
Employee of BAILEY ❖ KENNEDY

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# EXHIBIT A

# EXHIBIT A

1 CASE NO. A-18-781084-B

2 DOCKET U

3 DEPT. XVI

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DISTRICT COURT

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CLARK COUNTY, NEVADA

8

\* \* \* \* \*

9

FRONT SIGHT MANAGEMENT LLC, )

10

Plaintiff, )

11

vs. )

12

LAS VEGAS DEVELOPMENT FUND LLC, )

13

Defendant. )

14

15

REPORTER'S TRANSCRIPT

16

OF  
MOTION

17

(TELEPHONIC HEARING)

18

19

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

20

DISTRICT COURT JUDGE

21

22

DATED WEDNESDAY, MAY 13, 2020

23

24

25

REPORTED BY: PEGGY ISOM, RMR, NV CCR #541

1 APPEARANCES :

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3 DEPARTMENT 16 ARE BEING HEARD VIA TELEPHONIC  
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\* \* \* \* \*

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04:06:21 1 evidentiary hearing.

2 THE COURT: All right. Well, we'll save that  
3 for last.

4 MS. CHAMPION: Okay.

04:06:27 5 THE COURT: Okay.

6 MS. CHAMPION: So the motion for protective  
7 order is really intended to preclude and protect the  
8 disclosure of information about the EB5 investors and  
9 Las Vegas Development Fund foreign placement

04:06:43 10 consultants.

11 And it's important to understand --

12 THE COURT: And, ma'am, can you say that one  
13 more time, please, because the court reporter --

14 MS. CHAMPION: Sir?

04:06:51 15 THE COURT: -- did not get that.

16 MS. CHAMPION: So let me start over.

17 So we are seeking today a protective order to  
18 preclude the disclosure of information about the EB5  
19 investors as well as Las Vegas Development Fund foreign  
04:07:06 20 placement consultant.

21 And that would include their main contact  
22 information, financial information. This information  
23 has been requested from Front Sight both through  
24 request for production of documents and through

04:07:22 25 interrogatories and then as well as in their opposition

04:07:28 1 to the motion to compel that was heard prior to lunch  
2 today, one of the things Front Sight had requested  
3 which your Honor did not grant is to make us turn over  
4 the IA29 petition which would include the similar  
04:07:44 5 information.

6 I think contextually it's important to know  
7 that the EB5 investors are investors in Las Vegas  
8 Development Fund, not Front Sight.

9 And, similarly, the foreign placement  
04:07:57 10 consultants were hired by Las Vegas Development Fund to  
11 promote and get investments into Las Vegas Development  
12 Fund, not Front Sight.

13 It's also important to know in the context of  
14 this case and what we're talking about is that Las  
04:08:11 15 Vegas Development Fund is contractually required to  
16 keep this information confidential.

17 Specifically, the agreements between Las Vegas  
18 Development Fund and the foreign placement consultant  
19 requires that marketing plans, investors and contact  
04:08:31 20 information, these entities of potential and actual  
21 investors, costs, profit, and other financial data are  
22 all kept confidential and were specifically designed to  
23 protect that information from third parties, which  
24 would include Las Vegas Development Fund competitors  
04:08:50 25 and Front Sight.

04:08:53 1           There is a two-step process for determining  
2 whether a protective order should be issued for a trade  
3 secret. And the first is that Las Vegas Development  
4 Fund has to make a prima facie showing that the  
04:09:05 5 information is a trade secret; and then once we meet  
6 that burden, the burden shifts to the party seeking  
7 disclosures -- in this case Front Sight -- to establish  
8 that the information is necessary for a fair  
9 adjudication of their claims.

04:09:21 10           And it's important that they have to  
11 demonstrate the lack of the trade secret information  
12 will result in an unjust result, not just a mere  
13 possible threat of injustice or general unfairness.  
14 It's a pretty high burden.

04:09:39 15           And so, you know, I think I'm really  
16 (indiscernible) sufficiently address the information  
17 sought is a trade secret. It is certainly kept  
18 confidential.

04:09:54 19           I know that one of Front Sight's points in  
20 opposition is that the information about the investors  
21 has already been disseminated or provided to USCIS.  
22 That is actually not the case. The EB5 investors have  
23 their own reporting obligations to the federal  
24 government separate and apart from my client's  
04:10:17 25 reporting obligations. And Las Vegas Development Fund



04:10:19 1 and the EB5 parties have never disclosed their  
2 investors even to the federal government.

3 And, likewise, under the contractual  
4 agreements with the consultants, the consultants have  
04:10:31 5 been kept as confidential.

6 And so we certainly meet that portion of the  
7 trade secret test.

8 In addition, you know, as Front Sight concedes  
9 in their opposition, the consultants certainly bring an  
04:10:49 10 economic benefit to Las Vegas Development Fund. And  
11 certainly the investors, while they may not invest in  
12 another EB5 investment project, there is nothing  
13 precluding them after having built this relationship  
14 with the defendants to invest in other business

04:11:09 15 opportunities with the defendants. So under both  
16 prongs of the trade secret test, we've met our prima  
17 facie showing and, therefore, the burden shifts to  
18 Front Sight to demonstrate the information that is  
19 necessary for a fair adjudication of the claim.

04:11:27 20 And we filed a case from Illinois on page 9  
21 and 10 of our reply that I think is just really  
22 instructive and helpful here. It's CMB Export LLC  
23 versus Atteberry. It's a case out of Illinois. And  
24 what's interesting about that case is that the

04:11:47 25 plaintiff was a EB5 regional center that had employed

04:11:53 1 the defendant, Ms. Atteberry.

2 And after Ms. Atteberry left her employment,  
3 she went to a different regional center to do EB5  
4 fundraising. And the plaintiff, the regional center,  
04:12:09 5 brought allegations of stolen trade secrets.

6 They sought through discovery the same type of  
7 information that Front Sight is seeking here which  
8 would include investment and consultant information.

9 And initially the magistrate judge permitted  
04:12:32 10 the discovery but then ruled in the defendant's favor  
11 on a motion for reconsideration.

12 And that decision was later appealed to the  
13 district court, and the district court affirmed,  
14 finding that the magistrate order was appropriately  
04:12:50 15 intended to protect the proprietary trade secret  
16 information. And what's most notable is that even  
17 though the plaintiffs argue that the information sought  
18 about, you know, the defendant's subsequent investors  
19 and consultants would be relevant to show whether she  
04:13:08 20 took the plaintiff's trade secret information by  
21 utilizing or contacting the regional center's own  
22 consultants, investors, the magistrate found and the  
23 district court affirmed the plaintiff had failed to  
24 make a specific showing of injustice.

04:13:28 25 Front Sight hasn't made that showing here.

04:13:32 1 They certainly claim that this information is relevant  
2 to their claims. We disagree. Front Sight does not  
3 need the investor and consultant information to prove  
4 its case against Las Vegas Development Fund. In fact,  
04:13:48 5 the fraudulent inducement claim is really premised on  
6 defendants' alleged misrepresentations about their  
7 experience in EB5 raises, how much they could raise,  
8 how quickly they can raise it. But who actually later  
9 invested is completely irrelevant for that  
04:14:07 10 determination and certainly will not lead to an unjust  
11 result here.

12           The other arguments that Front Sight makes in  
13 its opposition or waiver argument, they've argued that  
14 we were required to file our motion for protective  
04:14:23 15 order at the same time that we responded to the request  
16 for production of documents, and that is just not the  
17 law in Nevada. NRCPC only requires that a party object  
18 or bring a motion for protective order. And, in fact,  
19 you know, when Front Sight brought its prior motion to  
04:14:46 20 compel, your Honor reserved this privilege issue for  
21 another day and required that the defendants bring a  
22 motion for protective order, a separate, stand-alone  
23 motion for protective order by a particular date, and  
24 we've done that in compliance with that order. So  
04:15:03 25 there is no waiver by not bringing an earlier motion

04:15:07 1 for protective order.

2           The second argument of waiver that Front Sight  
3 makes is that we have waived our objection to the  
4 information because the investor documents were listed  
04:15:20 5 on an initial privilege log which was served in early  
6 February of this year, but then when the defendant  
7 served an amended log a couple weeks later, the  
8 investor documents were not on that log. And we  
9 addressed that in our reply, but essentially it was a  
04:15:37 10 mistake.

11           You'll see on the second privilege log that  
12 there is -- there's actually a line of where the  
13 investor information should have been because it's the  
14 last entry on the privilege log. And it's there. It's  
04:15:50 15 just empty. And for whatever reason, it just didn't  
16 get copied over. And it's -- unfortunately mistakes  
17 happen in discovery. That's why, when a party produces  
18 inadvertently privileged material, they have a right to  
19 claw back those materials. And we certainly think  
04:16:08 20 that, you know, if you can claw back materials, there  
21 is no reason that an inadvertent omission from a  
22 privilege log should work here to waive our privilege  
23 objection for our objection to the disclosure of this  
24 information certainly because it is not relevant to the  
04:16:29 25 claims as well.

04:16:30 1 And I think unless the Court has any questions  
2 for me, that is our position.

3 THE COURT: Thank you, ma'am.

4 Mr. Aldrich, sir.

04:16:44 5 MR. ALDRICH: Thank you, your Honor. All  
6 right. You know, this motion for protective order  
7 highlights a little bit even more some of my  
8 frustration as I try to gather information in discovery  
9 in this case.

04:17:02 10 So I'm going to start by going back to  
11 something I've already discussed a little bit today,  
12 but that is the Court's ruling from March 6th of 2020  
13 was listed in the order just filed March 25th. That's  
14 the order where the Court granted the motion to compel  
04:17:25 15 again and was very specific about what was required.

16 The five defendants who have not responded to  
17 the -- or not provided adequate responses to the  
18 request for production of documents were told that they  
19 shall provide supplemental responses with particularity  
04:17:49 20 without boilerplate objections and addressing all the  
21 requests by March 30th of 2020.

22 Now, Las Vegas Development Fund was ordered to  
23 do the same thing. They were ordered to provide  
24 additional supplemental responses with particularity  
04:18:07 25 without boilerplate objections addressing all of their

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requests.  
And then here's the significant -- most significant part of this motion: It's further ordered that if defendants fail to provide a response, a response, or documents by asserting any privilege, including regarding investor documents, which is what this is about, and attorney invoices, defendants shall identify all allegedly privileged documents -- and here's another important part from the order -- in a privilege log that complies with Nevada law and shall file their motion for protective order no later than March 30, 2020. And then another important part: Or otherwise the privilege -- then there is a parentheses with an S -- is waived.

Now, that's the background -- I mean, before I go to the background, we entered into a stipulation that the deadline move from March 30th to April 13th. So defendants got an extra two weeks to do what they were ordered to do.

Now, that's the background that this motion for protective order comes up in.

Now, the motion for protective order is limited, as Ms. Champion said, to us receiving information about the investors and identifying information, financial information, those types of

04:19:55 1 things, and the foreign placement consultants. And  
2 that's it. That's all this is about.

3 It's not about all the other stuff we were  
4 asking for. And so it is a limited request for a  
04:20:12 5 protective order.

6 Now, I was looking at, you know, what we had  
7 asked and what the responses were. And so I found  
8 Request for Production 139 to Las Vegas Development  
9 Fund, and we did ask for very specific information. We

04:20:31 10 asked for the identity of the person or entity  
11 involved, the address of the person or entity  
12 investing, the country of origin of the person or  
13 entity investing, contact information for the agent of  
14 the EB5 investor, the date of the transaction, the  
04:20:49 15 amount of the investment, the source of the funds for  
16 the investment, the current immigration status of the  
17 EB5 investor, and the current status of the investment.

18 Now, all of those things are relevant, which  
19 I'll get to in a minute. And they're also not  
04:21:09 20 privileged. But even more than that, there's nothing  
21 in the privilege log that identifies those documents as  
22 deemed privileged or what those applies.

23 Now, there are -- there have been two  
24 privilege logs. They're attached to my oppositions.  
04:21:31 25 The first ones -- and I'll just look at these -- is

04:21:38 1 Exhibit 1. I'm sorry. Yes. Exhibit 1 to my  
2 opposition.

3 And I point that out for the Court so the  
4 Court can take a look at it. This is a grossly  
04:21:52 5 insufficient privilege log. I do note that the last  
6 entry is investor files.

7 We identified privilege over there on the very  
8 last entry, far right, page 6 of that first privilege  
9 log. It says "AC/PI." If the Court looks back a  
04:22:14 10 couple of pages to page 2, there's a -- what I call a  
11 key, and PI equals privileged information, no specified  
12 privilege; AC equals attorney-client privilege.

13 Exhibit 2 is my email to Mr. Greer and  
14 Ms. Holbert explaining that it's a deficient privilege  
04:22:38 15 log and outlining what needs to be included in a  
16 privilege log under Nevada law.

17 Exhibit 3 is defendant's second privilege log  
18 which was served February 26 electronically. It's  
19 stamped as Exhibit 3 to my opposition. And, again, it  
04:23:02 20 is not compliant.

21 Now, just to point this out, Ms. Champion made  
22 reference to this, but if the Court looks at the -- the  
23 pages are not numbered, but it is the page just in  
24 front of the certificate of service, there is a blank  
04:23:20 25 at the bottom, that that is what they're saying now was



04:23:26 1 a mistake and that these documents were left off.  
2 So we walked through twice -- I'm sorry. I  
3 forgot to mention, looking at Exhibit 4 of my  
4 opposition is my office's March 13th letter. In that  
04:23:46 5 letter I note that the privilege log is still deficient  
6 in many ways.

7 On page 2, it's the first full paragraph  
8 before I start the numbered items going through them, I  
9 actually say, "We provide this letter now so you are  
04:24:03 10 aware of Front Sight's position as we anticipate the  
11 privilege log will continue to be a topic of discussion  
12 even when defendants supplement their responses on  
13 March 30, 2020. For your convenience, we've identified  
14 the following deficiencies with defendants' privilege  
04:24:20 15 log."

16 And then that goes on for many pages. And  
17 ultimately it goes on to page 11 as we have laid out  
18 all the deficiencies in that privilege log.

19 Now, pursuant to the Court's March 25th order,  
04:24:40 20 the defendants have waived any privilege issues because  
21 the defendants were ordered to identify all allegedly  
22 privileged documents on a privilege log that complies  
23 with Nevada law.

24 That hearing was on March 6. The second  
04:24:56 25 privilege log was February 26 for that.

04:25:00 1 We provided guidance, whatever you want to  
2 call it, as to what the privilege log needs to be.  
3 And so that becomes very significant.  
4 Now, we have taken some issue with the  
04:25:15 5 timeliness of the motion for protective order. I'm not  
6 going to spend a whole lot of time on that other than  
7 to say I think it should have been brought sooner. But  
8 it doesn't really matter, because the Court can deny  
9 this motion on the merits.

04:25:29 10 The investor and agent information we don't  
11 believe is a privilege. It's not privileged, nor is it  
12 a trade secret. Again, goes back to the second  
13 privilege log from February 26 is not on there. When  
14 you go back to the first privilege log, it identifies  
04:25:49 15 that it's "privileged information and attorney-client  
16 privilege." It's clearly not attorney-client  
17 privilege. It's not a communication. It's who they  
18 are and what they've done and what their information  
19 is. That is all factual information. And then you  
04:26:05 20 cannot just say it's privileged. And there's no trade  
21 secret designation or anything else even on the first  
22 privilege log. And, again, on the second privilege log  
23 there is nothing.

24 Mr. Dziubla provided the declaration in  
04:26:20 25 support of the motion where he says that he "considered

04:26:27 1 the identity and specific arrangements of the agents to  
2 be a trade secret." It's conclusory. There's no  
3 specifics about how that applies. He also claims that  
4 LVDF derives independent economic value from not being  
04:26:48 5 generally known to the public. Again, no facts. No  
6 law to support that.

7 The investors disclose their identity to the  
8 USCIS.

9 Now, defendants have taken some issue and --  
04:27:02 10 and said in their reply in particular that they do not  
11 disclose information to the USCIS. Ms. Champion did  
12 concede when she was talking -- and I don't think it's  
13 really in dispute -- that the investors disclose that  
14 information to USCIS even if LVDF doesn't.

04:27:25 15 And so the investors have to provide annual  
16 updates to USCIS, the LVDF does. And so there's  
17 nothing here that shows there's some sort of trade  
18 secret here.

19 The other thing is that this protective order  
04:27:42 20 is defendants asking the Court to preclude discovery.  
21 There's already a protective order in place.

22 And we've had some discussion about that today  
23 and our concerns about how the defendants behaved with  
24 regard to the protective order. But one of the things  
04:28:05 25 we pointed out in our opposition at page 9 relates

04:28:10 1 specifically to trade secrets. NRS 600(A).070 provides  
2 that courts can protect trade secrets in the following  
3 ways. There are seven ways. I'm going to actually  
4 just point out four of them. One, granting a  
04:28:24 5 protective order. There isn't a protective order.

6 No. 5, allowing the owner of trade secrets to  
7 obtain the signed confidentiality agreement before  
8 disclosure of the trade secret. There is already a  
9 protective order, but we can do something with that,  
04:28:38 10 sign a confidentiality agreement as well.

11 6, is order anyone in possession of written  
12 documents containing trade secrets to return them to  
13 the owner of the trade secret.

14 And 7, order any new parties to the litigation  
04:28:53 15 who learn information that it's a trade secret to  
16 refrain from disclosure thereof.

17 So there's -- there's plenty in the way of  
18 protections that can be put into place to protect that  
19 information.

04:29:08 20 And, again, I would go over the -- you know,  
21 the -- this has all been weighed. That's kind of done  
22 that already a couple of times. I try not to belabor  
23 that too much.

24 The investor information and the agent  
04:29:21 25 information both are relevant. On page 15 of my

04:29:26 1 opposition, we walk through many of the representations  
2 that have been made by Mr. Dziubla to my client. And  
3 they involve things about his network that he already  
4 had in place and those types of things. We're entitled  
04:29:41 5 to this information to find out if he was telling the  
6 truth. He talks about an expansive network of  
7 relationships.

8           The other thing that we're entitled to know is  
9 that -- is when this money came in, because now we are  
04:29:54 10 learning that, you know, the construction loan  
11 agreement Mr. Dziubla is supposed to provide  
12 information -- or provide notice within five days if  
13 he's received information, and my clients can get  
14 that -- I'm sorry -- receive money so that my client  
04:30:08 15 can get to the money and move forward on the project.

16 And even in their amended counterclaim, there is  
17 admission he was holding back information -- or I'm  
18 sorry -- money from client.

19           And it becomes -- and the other thing is there  
04:30:24 20 were many representations, the Court will remember,  
21 there was much discussion about this May 2016 meeting  
22 and what happened there and what Mr. Dziubla told  
23 Dr. Piazza, those types of things. All of those things  
24 are relevant.

04:30:39 25           The identity to the migration consultants are

04:30:43 1 important, the work that they had done, whether it was  
2 on behalf of defendants or other people, when those  
3 business relationships were formed with defendants, and  
4 the degree of success that they had, all those things  
04:30:58 5 are relevant to these fraud claims. And all that's  
6 laid out on pages 15 and 16 in our opposition.

7 Now, we had some discussion about Regulation  
8 S. I think it's important. Admittedly, it's not as  
9 important as some of the other things, but it's  
04:31:17 10 important because we need to know that the defendants  
11 have been comporting themselves and their agents have  
12 within the law.

13 Now, another thing that's important here is  
14 that this motion for protective order was brought and  
04:31:34 15 they've argued that it's because the Court said they  
16 could. That's fine. It's their prerogative to argue  
17 that. However, we also asked for this information in  
18 interrogatories. Interrogatory No. 7 is an example to  
19 Las Vegas Development Fund. And we asked for all this  
04:31:51 20 information.

21 They didn't answer Interrogatory No. 7 for  
22 many months.

23 NRCP 33(d) relates to objections. And it  
24 makes it clear that if you don't state your objection  
04:32:05 25 timely, it is waived.

04:32:07 1 So even above and beyond the waiver related to  
2 the request for production of documents and not doing  
3 what this Court ordered them to do a second time, we  
4 also have, with regard to the answers to  
04:32:23 5 interrogatories, a waiver of the objection. And waiver  
6 is there for a reason. And the Court has to, you know,  
7 enforce the law in that regard. And so even after all  
8 of the opportunities that they've had to resolve this  
9 and to do what they're supposed to do, they haven't,  
04:32:47 10 and all that has been waived.

11 Now, there's a couple of things to note from  
12 some footnotes in the reply I just wanted to touch on  
13 real quickly. Again, there was looks like maybe a  
14 little bit of a feeling that I hadn't been forthright  
04:33:05 15 with the Court to make clear when the deadline was for  
16 the supplemental responses. It was the 13th of April.  
17 The order initially said the 30th. They asked, and I  
18 agreed to give them another two weeks. Interestingly  
19 enough, we still have these problems in the answers.

04:33:23 20 Footnote 7 in the reply, the concession by the  
21 defendants that the investors provide the information  
22 we're looking for to USCIS. Again, trade secret  
23 wouldn't apply here.

24 Now, Footnote 9 makes a statement, the  
04:33:44 25 disclosure of this information to us would

04:33:49 1 disincentivize investors from investing. And there's  
2 nothing to support that. It's just simply thrown in a  
3 footnote.

4           The Footnote 10, it actually is a concession  
04:34:03 5 by defendants that the investor files are  
6 nonattorney-client privilege; they're proprietary trade  
7 secret information. Again, in no place of the  
8 privilege log does it assert a trade secret is  
9 asserted, attorney-client privilege in this "privileged  
04:34:21 10 information."

11           Mr. Dziubla provided a declaration and in  
12 support of their position that this was a mistake that  
13 it was not included on the second privilege log, and  
14 Mr. Dziubla said he wasn't aware until May 1st that the  
04:34:39 15 February 26th privilege log left out the investor  
16 files. First, that doesn't matter because they didn't  
17 support it on an updated privilege log that complied  
18 with Nevada law like they were supposed to on  
19 April 13th. They didn't.

04:34:53 20           But second, the statement is actually not  
21 true. When we were at the hearing on March 6th and we  
22 were arguing the motion to compel, on page 9 of the  
23 transcript I said that there were 3,000 pages, around  
24 2,900 and something as identified there, that were on  
04:35:14 25 the first privilege log identified as investor files



04:35:16 1 that were not on the second privilege log and still  
2 haven't been provided.

3 I told them right there in Court -- it's right  
4 in the record March 6th -- that that information was  
04:35:28 5 not on that second privilege log. And I did that  
6 because I wanted a supplemental privilege log so I  
7 would know what I was up against as I'm trying to get  
8 this information, and they continue to throw out --  
9 throw up roadblocks to me getting this information for  
04:35:42 10 my client.

11 Mr. Greer, in his declaration, says that he  
12 identified the investor files only to identify what  
13 they were withholding, but they didn't say in their  
14 answer that they were withholding documents. They  
04:35:58 15 just -- or that they were even asserting a privilege.  
16 They just simply identified the documents and failed to  
17 provide them.

18 Again, that's a waiver.

19 Mr. Greer was present on March 6th when I  
04:36:09 20 talked about that at the hearing. And that order from  
21 March 6th was very clear. It granted the motion to  
22 compel and told defendants what they were supposed to  
23 do.

24 Now, two other important things to note here.  
04:36:28 25 One is that the defendants have claimed that this

04:36:33 1 information is confidential and in particular the  
2 information related to the investor agents and their  
3 deals with the investor agents.

4 And it said it's confidential. And as part of  
04:36:46 5 the motion -- look for the page. I'll tell the Court  
6 what page I'm on -- they transponded a confidentiality  
7 agreement that is redacted but attached as an exhibit.  
8 On page 6 of 18 of defendants' motion, the bottom half  
9 of the page essentially is a quotation from the  
04:37:13 10 redacted agreement, and it is the confidentiality  
11 clause.

12 In that quote about eight lines down, there  
13 are four dots. And then it -- which indicates that  
14 part of that has been left out.

04:37:30 15 If the Court will turn with me to that  
16 exhibit. And so it is Exhibit 1 to the motion. And I  
17 don't know how many pages. It looks like it's --  
18 (indiscernible) is redacted, but if the Court looks,  
19 they'll see where the page that says "confidentiality"  
04:37:52 20 shows up. Let me know when you get there. It's the  
21 third to the last page of the exhibit.

22 THE COURT: Okay.

23 MR. ALDRICH: All right. About six lines down  
24 the Court can see where it says, "Confidential  
04:38:11 25 information shall not include information that at the

04:38:15 1 time of disclosure and as established by documentary  
2 evidence" -- and then there are a series of small  
3 letters in parentheses. The Court goes down seven more  
4 lines to little V. It says, "Is required to be  
04:38:29 5 disclosed pursuant to federal" -- or "to applicable  
6 federal, state, or local law or regulations, or a valid  
7 order issued by a court or governmental agency of  
8 competent jurisdiction."

9 This is part of what -- this is the part that  
04:38:46 10 was left out where the dots appear in the brief.

11 This is -- whether it's confidential or not,  
12 even the agreement concedes that this could be  
13 disclosed when this Court orders it. So it's really  
14 not a basis for the protective order.

04:39:04 15 And last, but not least, the -- Mr. Dziubla  
16 has produced declarations. And like you said many  
17 times, that the identities and all this other  
18 information are private; they can't be disclosed. The  
19 trade secrets, that -- the agreements with the investor  
04:39:28 20 agents are trade secrets and everything else.

21 I kid you not, while we were on a lunch break,  
22 one of the attorneys in my office came in and asked me  
23 if a couple of emails would be relevant to motions we  
24 are arguing today. And I have an email from Jon

04:39:44 25 Fleming to Mike Meacher dated February 1, 2017, that's

04:39:49 1 Bates-labeled A-004875. And in it Mr. Fleming tells  
2 Mr. Meacher, who -- there were apparently nine  
3 investors at the time. He tells them their names and  
4 asks if Front Sight will give them a Front Sight resort  
04:40:07 5 lifetime certificate. If that's not a waiver of a  
6 trade secret, I don't know what is.

7 Similarly, Mr. Fleming said to Mike Meacher,  
8 copied to Robert Dziubla, Bates-labeled as A-004996,  
9 and he walks through investor agent agreements and what  
04:40:34 10 they're working on. There is actually a couple names  
11 in there. This, I believe, is information that  
12 defendants provided in their documents, and we happen  
13 to be in that range today and came across those.

14 And so I say this: I don't believe that these  
04:40:55 15 assertions of trade secrets and confidentiality are  
16 valid. The Court should be concerned -- I certainly  
17 am -- about some of the representations that have been  
18 made about that in the past in declarations related to  
19 this motion. This is information that's necessary for  
04:41:13 20 us to have. There's a protective order in place that  
21 protects its disclosure. And any claims of privilege  
22 have been waived as I've gone over for violating the  
23 Court order or not following the Court order and  
24 providing it in a supplemental privilege log despite my  
04:41:33 25 direction twice what needed to be included and by not

04:41:36 1 answering interrogatories on time.

2           And that is what I have, your Honor. I'm  
3 happy to answer any questions if the Court has any.

4           THE COURT: No, sir, I don't have any at this  
04:41:46 5 time. Thank you.

6           MS. CHAMPION: Your Honor, we -- you don't  
7 need to take Mr. Dziubla's word or my word. This  
8 information is trade secret because you can look to  
9 that Illinois case, CMB Export, which we cite in our  
04:42:02 10 reply, where the Court very clearly finds that  
11 information about EB5 investors and consultant  
12 information is proprietary trade secret information. I  
13 mean, Mr. Aldrich says -- you know, he can take issue  
14 with that. There's no law. It's conclusory. There  
04:42:22 15 are laws. We cited to it in our reply.

16           I also want to address this waiver issue. I  
17 understand that Mr. Aldrich takes issue with our  
18 privilege log. Our privilege log was provided well in  
19 advance of the Court's March 25th order. It  
04:42:39 20 specifically references investor files. In addition,  
21 we -- our client -- or excuse me -- defendants objected  
22 to each request that called for proprietary trade  
23 secret information in response to the RFPs and the  
24 interrogatories. They -- our key responses are  
04:43:00 25 provided, excerpts of them are provided as attachments

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to our reply.  
If you look at Exhibit 3 to our reply, for example, response to Request Number 33, it specifically says, "It purports to require responding party to disclose information that is trade secret, confidential, proprietary, commercially sensitive, or information that is privileged or protected by rights of privacy regarding financial information, tax records of responding parties and/or third parties."

That objection is made in response to each of these requests that called for the trade secret information.

In addition, the defendants, in each of their responses in the general objections, made a standing objection to the production of any information that is proprietary, confidential, or constitutes a trade secret. That is General Objection No. 5.

And General Objection No. 6 that the defendants made was that any of the responses were made without waiver and with preservation of any privilege or protection against disclosure afforded to documents containing confidential or proprietary information or trade secrets.

So this idea the defendants never made their objection is just not true. It is certainly in the

04:44:35 1 record. They made the objection. They put the  
2 information on a privilege log. And now we filed our  
3 motion for protective order pursuant to your order.

4 Mr. Aldrich made argument in reference to  
04:44:51 5 NRS 60A -- 600A, excuse me -- which talks about how to  
6 handle trade secret information. And what I find  
7 telling is that he does not cite Subsection A of that  
8 statute that says that the Court may determine whether  
9 the need for information related to trade secrets were  
04:45:17 10 still allowing discovery.

11 And that is exactly what we've done here.  
12 We're made our motion asking the Court to determine  
13 whether there is a need for this proprietary trade  
14 secret information before allowing the discovery. We  
04:45:30 15 certainly -- you know, it's our belief information is  
16 not needed. It should be protected under the two-step  
17 process that we've already set forth for you. And so  
18 the fact it certainly allows your Honor to preclude the  
19 discovery altogether, that is one point.

04:45:52 20 The other issue that we have is -- and I think  
21 we put this in both our motion and the reply -- is that  
22 Front Sight has already gone out and tried to contact  
23 some of the consultants that they were aware of to  
24 denigrate my clients' name and to speak ill of them.

04:46:17 25 And so while we certainly believe this information is

04:46:19 1 protected and should not be the subject of discovery,  
2 to the extent that the Court is inclined to disagree  
3 and permit some discovery, we would certainly ask that  
4 this information be produced only as attorney's eyes  
04:46:33 5 only so that it is protected and the protective order  
6 allows us to do that; although, we certainly still  
7 believe that it is not subject to discovery and should  
8 be protected.

9 THE COURT: Is there anything else, ma'am?

04:46:55 10 MS. CHAMPION: No, not unless you have any  
11 questions for me, your Honor.

12 THE COURT: Well, from a historical  
13 perspective, I remember during the course of this  
14 matter, Mr. Greer always took the position as to  
04:47:12 15 confidentiality and trade secrets as it related to the  
16 investors and also the consultants, I can see it from  
17 an investor perspective. But my question is this:  
18 When it comes to the -- and I want to make sure I get  
19 the appropriate term of art as far as the consultant is  
04:47:40 20 concerned. I want to make sure I understand why the  
21 consultant would be germane and/or relevant to this  
22 case. I think I know potentially why, but I just want  
23 to make sure.

24 Mr. Aldrich, can you explain to me on the  
04:48:01 25 record why that's necessary?



04:48:07 1 MR. ALDRICH: Absolutely. So a couple things.  
2 As I said in our opposition at page 15, we list a  
3 series of representations that we assert are false that  
4 Mr. Dziubla made. He has made claims of, you know,  
04:48:24 5 being able to raise \$150 million, raise it quickly, and  
6 this vast expansive group of people and relationships  
7 and agents and all those things. And certainly whether  
8 those relationships really existed and when they  
9 existed matters.

04:48:43 10 The agreements -- the email that I referenced  
11 from May of 2017 is actually -- it appears to me to be  
12 a description of what payments are going to be made to  
13 agents. I can't tell for sure, but it looks to me like  
14 they're asking Front Sight to pay even more money to  
04:49:03 15 these agents. And so that becomes relevant as well.

16 The other thing is, as I made reference to  
17 this Regulation S, we need to know that the agents were  
18 not acting illegally in the way that they were going  
19 about things. There's at least three reasons why.

04:49:23 20 THE COURT: What about the investors?

21 MR. ALDRICH: Well, same goes for them. We  
22 should -- we need to know when the money came in, what  
23 representations were being made to them or their  
24 attorneys or whoever was reaching out to them so that  
04:49:40 25 we are able to tell we were getting the same story

04:49:45 1 coming our direction.

2           You know, there's -- I mean, we did a motion  
3 for a summary judgment with a list of false  
4 representations that we're trying to -- you know, some  
04:49:56 5 of them are already admitted, but that we're trying to  
6 address. And it's all information that we should be  
7 entitled to. And, again, there is already a protective  
8 order in place, so we go ahead with this information,  
9 we can't do anything with it. We will abide by the  
04:50:11 10 protective order because it's court ordered.

11           This is discoverability. Remember that  
12 discoverability is much broader than admissibility.

13           THE COURT: I understand, sir.

14           Ma'am, you want to respond to that?

04:50:27 15           MS. CHAMPION: Yes, I would.

16           A couple of points. First of all,  
17 discoverability for a trade secret and whether or not a  
18 protective order should be put in place is a bit  
19 different. I mean, there is a much higher burden on  
04:50:41 20 Front Sight to establish that the information is  
21 necessary to prevent an unjust result than just a  
22 broader discoverability that NRCP 26 provides. And so  
23 I think that is one point that we need to take into  
24 consideration.

04:50:57 25           The second is that the requests that they have

04:51:00 1 made are much broader than what Mr. Aldrich just  
2 outlined for you. If they believe, you know, that, you  
3 know, there's information necessary to show, you know,  
4 what Mr. Dziubla or EB5 parties' network of potential  
04:51:19 5 investors would be, there's one way to ask that.

6 That's asking the defendants, you know, through an  
7 interrogatory describe when you started having these  
8 relationships with consultants, you know, the date  
9 where you reached out to consultants, when you retained

04:51:33 10 them. I mean, that information is arguably more  
11 relevant. But the problem that we have is that their  
12 requests go well beyond that. I mean, they're asking  
13 to identify the consultants names, financial  
14 information. Same for the investors; their names,  
04:51:49 15 contact information, private financial information.

16 None of that is relevant and certainly goes beyond the  
17 claims that are being made here.

18 If you look at Request No. 159, they've asked  
19 the defendants to produce all documents, writings, or  
04:52:09 20 communications showing the names of other demographical  
21 information pertaining to the Class C members, which is  
22 just not relevant.

23 And so that's the problem that we're having  
24 here is these requests are very broad. They're  
04:52:25 25 intended to get information that is confidential and

04:52:28 1 trade secret under that Illinois case that we've cited  
2 for you. And Front Sight has not demonstrated that the  
3 lack of this information will result in an unjust  
4 result.

04:52:43 5 MR. ALDRICH: May I, your Honor?

6 THE COURT: Yes, you may, sir.

7 MR. ALDRICH: Thanks.

8 There seems to be confusion about the burden  
9 here. The defendants are claiming a privilege. They  
04:52:54 10 are the ones who do not want to produce the  
11 information. The burden is on the defendant.

12 Now, how do they do that? They properly  
13 object. And you can't say they properly objected  
14 because they just simply objected to everything, every  
04:53:13 15 single request.

16 They then justified those objections. How do  
17 you preserve a privilege? You preserve a privilege or  
18 it is waived by putting it on a privilege log in a  
19 timely fashion. That has not happened here. Or you  
04:53:31 20 object to it timely to a request -- to an  
21 interrogatory. That did not happen here.

22 There's case law all over the place that says  
23 you cannot just simply object, boilerplate objections  
24 and general objections at the beginning of your  
04:53:50 25 responses and expect to be just fine. That's not how

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it works.  
We have jumped through every hoop. We've talked about it before. I have an 11-page timeline through March 6th. We jump through every hoop there is as we try to get this information. And what we get is stonewall after stonewall after stonewall. And we have met our burden on all of it.

But, again, I found these two emails there where they gave us the names of some of the investors and some of the information related to the agent. That's not trade secret. It was given to us voluntarily. Now we just want the rest.

One last thing. Investors' financial information. In terms of what their investment was, we already know that part. We know the \$500,000. We know they paid at least a \$50,000 administrative fee. We want to know when they invested, where they came from, those types of things, because we also need to be able to figure out what defendants were doing to move this thing forward with using Front Sight's money.

THE COURT: Wait. Say that last sentence again, sir. Repeat that.

MR. ALDRICH: We need to know what defendants were doing to move this project forward, especially since they were using Front Sight's money.

04:55:20 1 THE COURT: And, ma'am, you get the last word,  
2 if any.

3 MS. CHAMPION: Your Honor, I think we've  
4 covered all the ground here. I mean, who actually  
04:55:30 5 invested in the project is just not relevant. Our  
6 concern is that they're going to go out and harass  
7 these investors after, you know, contributing half a  
8 million dollars to Las Vegas Development Fund to loan  
9 to Front Sight. And I think we've, you know, put forth  
04:55:48 10 enough in our moving papers. And I'm happy to address  
11 any questions you have, but ...

12 THE COURT: I don't have any additional  
13 questions.

14 This is what I'm going to do with this one  
04:55:58 15 matter. I'm going to go ahead and make a ruling on one  
16 specific issue right now.

17 I'm going to go ahead and grant the protective  
18 order as it relates to the investors. The consultants  
19 is a different animal, because I want to look at that  
04:56:15 20 in more detail and look specifically at the timeline  
21 and go back and read the points and authorities.  
22 Because the investor information potentially, if  
23 narrow, could be germane to this case. I'm not  
24 100 percent sure on that.

04:56:30 25 But also I want to take a look at that

04:56:32 1 Illinois case one time. And understand this, it's  
2 persuasive at best. I don't mind saying this: From  
3 time to time, I disagree with our federal judges over  
4 across the street on Las Vegas Boulevard. That is just  
04:56:48 5 how it is. I just want to -- I just want to read it so  
6 I can determine their rationale and see if it makes  
7 sense.

8 But the investor appears to be fairly clear to  
9 me. However, when it comes to the consultants,  
04:57:05 10 potentially there might be an area of inquiry that  
11 might be germane to the plaintiff's  
12 misrepresentation-based claims, so I want to take a  
13 look at that.

14 And I'll get something out to you within a  
04:57:23 15 week or two on this.

16 Anything else? Is that it?

17 MS. CHAMPION: Your Honor, I think the only  
18 remaining thing is the status check on the motion for  
19 preliminary injunction. I understand that the  
04:57:38 20 evidentiary hearing on that motion is still ongoing and  
21 that today was intended to talk about when we might be  
22 back before your Honor to continue that.

23 THE COURT: Okay.

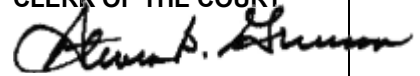
24 MR. ALDRICH: We're back in two weeks. We can  
04:57:53 25 do it then if your Honor wants to.

# EXHIBIT B

# EXHIBIT B



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15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
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16 LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

23 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al,

Defendants.

Case No. A-18-781084-B  
Dept. No. XVI

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND ORDER  
GRANTING IN PART AND DENYING  
IN PART DEFENDANT’S MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS’ AND  
INDIVIDUAL INVESTORS’  
CONFIDENTIAL INFORMATION**

26 AND ALL RELATED COUNTERCLAIMS.  
27

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1 This matter came before the Court on May 13, 2020, at 10:30 a.m., on Defendants Las Vegas  
2 Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional Center, LLC, EB5 Impact  
3 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood’s (collectively, the “EB5  
4 Parties”) Motion for Protective Order Regarding Discovery of Consultants’ and Individual Investors’  
5 Confidential Information (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff Front Sight  
6 Management LLC (“Front Sight”); and John R. Bailey, Andrea M. Champion, C. Keith Greer, and  
7 Kathryn Holbert appeared on behalf of the EB5 Parties. Having considered the EB5 Parties’  
8 Motion, Front Sight’s Opposition, the Reply, and having heard oral argument of the parties through  
9 their respective counsel, this Court makes the following Findings of Fact and Conclusions of Law.

10 Insofar as any conclusions of law is deemed to have been or include a finding of fact, such a  
11 finding of fact is hereby included as a factual finding. Insofar as any finding of fact is deemed to  
12 have been or to include a conclusion of law, such is included as a conclusion of law herein.

13 **FINDINGS OF FACT**

14 1. LVD Fund was formed as a new LLC for the specific purpose of raising funds from  
15 foreign investors pursuant to the federal EB-5 program. In turn, those funds were to be used to  
16 provide loan financing to Front Sight for construction of the Front Sight Project.

17 2. LVD Fund then sponsored an offering to foreign immigrant investors to finance the  
18 Project.

19 3. To market the offering, LVD Fund utilized Foreign Placement Consultants to contact  
20 potential foreign immigrant investors who may have some interest in investing in LVD Fund and  
21 promote the investment.

22 4. The foreign immigrant investors who subscribed to the offering are investors in LVD  
23 Fund; they are not investors in Front Sight.

24 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for  
25 construction of the Project as memorialized by the October 6, 2016 Construction Loan Agreement  
26 (the “CLA”).

27 ///

28 ///

1           6.       LVD Fund maintains that Front Sight breached the CLA through multiple  
2 performance defaults including, among other things, failing to provide the necessary information to  
3 support the EB5 Parties’ reporting requirements.

4           7.       Front Sight disputes that it breached the CLA and further contends that LVD Fund  
5 cannot enforce any alleged breaches of the CLA because the doctrine of equitable estoppel bars any  
6 such action due to the EB5 Parties’ allegedly fraudulently inducing Front Sight into entering the  
7 CLA.

8           8.       On September 14, 2018, Front Sight commenced this litigation.

9           9.       Through discovery, Front Sight has sought information related to the foreign  
10 immigrant investors (the “Investors”) as well as the Foreign Placement Consultants.

11          10.       The EB5 Parties objected to each discovery request that sought information about the  
12 Investors and/or the Foreign Placement Consultants.

13          11.       On September 19, 2019, Front Sight filed a Motion to Compel and for Sanctions,  
14 seeking an order to compel the EB5 Parties to provide supplemental responses to its Requests for  
15 Production of Documents, without objection.

16          12.       While this Court ultimately ordered the EB5 Parties to provide additional  
17 supplemental responses to the Requests for Production of Documents, the Court did not address the  
18 EB5 Parties’ privilege and confidentiality concerns in deciding Front Sight’s Motion to Compel and,  
19 instead, instructed the EB5 Parties to assert any privilege(s) it may have in a privilege log and to file  
20 a motion for protective order by March 30, 2020. (*See* Order Grant. Pl.’s Mot. to Compel, filed  
21 3/25/2020.)

22          13.       By stipulation, the parties later agreed to move the deadline for the EB5 Parties to file  
23 a motion for protective order from March 30, 2020 to April 13, 2020. (*See* Stip. and Order Resetting  
24 Hearings and Br. Schedule, filed 3/27/2020.)

25          14.       On April 13, 2020, pursuant to the Parties’ Stipulation and Order, the EB5 Parties  
26 filed their Motion to protect the disclosure of any information related to the Investors and the  
27 Foreign Placement Consultants.

28       ///

1 15. The EB5 Parties contend that information about the Investors and the Foreign  
2 Placement Consultants is irrelevant to the claims and defenses in this case, that it constitutes trade  
3 secrets, and that the protective order entered in this case is not sufficient to protect the information  
4 sought.

5 16. Front Sight contends that the EB5 Parties have waived any objections they may have  
6 to the information sought because the Motion was not timely filed. In addition, Front Sight contends  
7 that the information sought does not constitute trade secrets, is relevant to its fraudulent  
8 misrepresentation claims (specifically, that the EB5 Parties misrepresented their relationship with  
9 Foreign Placement Consultants and therefore, their ability to properly market and promote the  
10 Project), and that the information sought is sufficiently protected by the protective order entered in  
11 this case.

12 **CONCLUSIONS OF LAW**

13 1. NRCP 26(c) permits the Court, for good cause shown, to enter a protective order  
14 forbidding inquiry into certain matters, or limiting the scope of discovery to certain matters.

15 2. Generally, “[d]iscovery matters are within the district court’s sound discretion.” *Club*  
16 *Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249  
17 (2012).

18 3. NRCP 26(c) does not provide a time frame for a party to bring a motion for protective  
19 order.

20 4. Given the complex procedural history of this case, which has often led to accelerated  
21 deadlines, followed just as often by stipulations from the parties to create a more manageable  
22 deadline schedule, the Court finds that the EB5 Parties timely filed their Motion.

23 5. The Investors’ identities and investment information are not germane to the claims  
24 and defenses in this case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will not allow  
25 discovery as to the Investors.

26 6. As a result, the Court does not render a decision on the merits as to whether the  
27 investor records are privileged as trade secrets, if that privilege has been waived, if the discovery

28 ///

1 sought is proportional to the needs of the case, or whether Front Sight has demonstrated that the  
2 information sought as to the Investors is necessary.

3 7. However, limited information concerning the Foreign Placement Consultants is  
4 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history, and extent of  
5 the EB5 Parties’ prior relationship with the Foreign Placement Consultants is relevant to Front  
6 Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for  
7 potentially sourcing EB-5 investors. Consequently, notwithstanding the potential privilege and  
8 confidentiality concerns, the Court will allow limited discovery concerning the identities of the EB5  
9 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf of the  
10 EB5 Parties, the timing of the formation of those business relationships, and the degree of success  
11 those Foreign Placement Consultants achieved for the EB5 Parties in prior work.

12 **ORDER**

13 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is DENIED IN PART AND  
14 GRANTED IN PART as follows:

15 The Motion is DENIED as to the consultants; limited discovery, as set forth in Conclusion of  
16 Law No. 7, will be permitted.

17 The Motion is GRANTED as to the Investors; no discovery concerning the Investors’  
18 identities and investment information shall be permitted.

19 Dated this 30th day of June, 2020.

20  
21   
22 HONORABLE TIMOTHY C. WILLIAMS  
23 DISTRICT COURT JUDGE

CG

BAILEY ♦ KENNEDY  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 Respectfully submitted by:

2 **BAILEY KENNEDY, LLP**

3

4 */s/ Andrea M. Champion*

JOHN R. BAILEY

5 Nevada Bar No. 0137

JOSHUA M. DICKEY

6 Nevada Bar No. 6621

ANDREA M. CHAMPION

7 Nevada Bar No. 13461

8984 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148-1302

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10 JDickey@BaileyKennedy.com

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11

*Attorneys for Defendants*

12 LAS VEGAS DEVELOPMENT FUND LLC;

EB5 IMPACT CAPITAL REGIONAL

13 CENTER LLC; EB5 IMPACT ADVISORS

LLC; ROBERT W. DZIUBLA; JON

14 FLEMING; and

LINDA STANWOOD

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**BAILEY KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

# EXHIBIT C

# EXHIBIT C

1 **NI**  
 John P. Aldrich, Esq.  
 2 Nevada Bar No. 6877  
 Catherine Hernandez, Esq.  
 3 Nevada Bar No. 8410  
 Jamie S. Hendrickson, Esq.  
 4 Nevada Bar No. 12770  
**ALDRICH LAW FIRM, LTD.**  
 5 7866 West Sahara Avenue  
 Las Vegas, Nevada 89117  
 6 Telephone: (702) 853-5490  
 Facsimile: (702) 227-1975  
 7 *Attorneys for Plaintiff/Counterdefendants*

8 **EIGHTH JUDICIAL DISTRICT COURT**  
 9 **CLARK COUNTY, NEVADA**

10 FRONT SIGHT MANAGEMENT LLC, a  
 Nevada Limited Liability Company,

11 Plaintiff,

12 vs.

13 LAS VEGAS DEVELOPMENT FUND LLC, a  
 Nevada Limited Liability Company; et al.,

14 Defendants.  
 15

16 \_\_\_\_\_  
 AND ALL RELATED COUNTERCLAIMS.  
 17

CASE NO.: A-18-781084-B  
 DEPT NO.: 16

**PLAINTIFF'S NOTICE OF INTENT**  
**TO ISSUE SUBPOENA FOR**  
**DEPOSITION AND PRODUCTION**  
**OF DOCUMENTS TO SIMONE**  
**WILLIAMS, ESQ.**

18 Pursuant to Rule 45(a)(4)(A) of the Nevada Rules of Civil Procedure, Plaintiff FRONT  
 19 SIGHT MANAGEMENT LLC, by and through their counsel of record, hereby provides prior

20 ///

21 ///

22 ///

23 ///



1 notice of the Subpoena for Deposition and Production of Documents to be issued to Simone  
2 Williams, Esq., attached hereto as **Exhibit 1**.

3 DATED this 12<sup>th</sup> day of October, 2020.

4 **ALDRICH LAW FIRM, LTD.**

5 /s/ John P. Aldrich  
6 John P. Aldrich, Esq.  
7 Nevada Bar No. 6877  
8 Catherine Hernandez, Esq.  
9 Nevada Bar No. 8410  
10 Jamie S. Hendrickson, Esq.  
11 Nevada Bar No. 12770  
12 7866 West Sahara Avenue  
13 Las Vegas, NV 89117  
14 Tel (702) 853-5490  
15 Fax (702) 226-1975  
16 *Attorneys for Plaintiff/Counterdefendants*

17  
18  
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22  
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24

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 12<sup>th</sup> day of October, 2020, I caused the foregoing  
3 **PLAINTIFF’S NOTICE OF INTENT TO ISSUE SUBPOENA FOR DEPOSITION AND**  
4 **PRODUCTION OF DOCUMENTS TO SIMONE WILLIAMS, ESQ.** to be electronically  
5 served with the Clerk of the Court using Wiznet which will send notification of such filing to the  
6 email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if  
7 not included on the Electronic Mail Notice List, to the following parties:

8 John R. Bailey, Esq.  
9 Joshua M. Dickey, Esq.  
10 Andrea M. Champion, Esq.  
11 **BAILEY KENNEDY**  
12 8984 Spanish Ridge Avenue  
13 Las Vegas, NV 89148  
14 *Attorneys for Defendants/Counterclaimant*

15  
16  
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24  

/s/ T. Bixenmann  
An employee of ALDRICH LAW FIRM, LTD.

# EXHIBIT 1

# EXHIBIT 1

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**SDT**  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
Jamie S. Hendrickson, Esq.  
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**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, NV 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
*Attorneys for Plaintiff/Counterdefendants*

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**SUBPOENA FOR DEPOSITION AND  
PRODUCTION OF DOCUMENTS**

AND ALL RELATED COUNTERCLAIMS.

**THE STATE OF NEVADA SENDS GREETINGS TO:**

**Simone Williams, Esq.  
Williams Global Law, PLLC  
1717 K Street, NW, Suite 900  
Washington, DC 20006**

**YOU ARE HEREBY COMMANDED** that all and singular, business and excuses set  
aside, pursuant to N.R.C.P. 45, to attend and testify at your deposition on **December 17, 2020, at  
10:00 a.m.**, at the following address:

///

1 **Esquire Deposition Solutions**  
2 **1717 K Street, NW, Suite 900**  
3 **Washington, DC 20006**

4 **RECORDING METHOD:** The deposition shall be recorded by either sound, sound-and-  
5 visual, or stenographic means.

6 **YOU ARE FURTHER ORDERED** that all and singular, business and excuses set aside,  
7 pursuant to N.R.C.P. 45, to produce the designated documents, electronically stored information,  
8 and/or tangible things in your possession, custody, or control, by delivering a true, legible, and  
9 durable copy of the business records described below to the requesting attorney, by United States  
10 mail or similar delivery service, on or before **December 11, 2020** to the following:

11 **Aldrich Law Firm, Ltd.**  
12 **7866 West Sahara Avenue**  
13 **Las Vegas, NV 89117**

14 All documents shall be produced as they are kept in the usual course of business or shall be  
15 organized and labeled to correspond with the categories listed. N.R.C.P. 45(d)(1). **A LIST OF**  
16 **THE ITEMS TO BE PRODUCED** is attached as **Exhibit A**. **IF THE DOCUMENTS LISTED**  
17 **IN EXHIBIT A ARE PROVIDED TO ALDRICH LAW FIRM, LTD. ON OR BEFORE**  
18 **DECEMBER 11, 2020, YOU DO NOT NEED TO APPEAR FOR YOUR DEPOSITION ON**  
19 **DECEMBER 17, 2020.**

20 **YOU ARE FURTHER ORDERED** to authenticate the business records produced,  
21 pursuant to N.R.S. 52.260, and to provide with your production a completed Certificate of  
22 Custodian of Records in substantially the same form as **Exhibit B** attached hereto the subpoena.

23 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served  
24 upon that person may be deemed in contempt of the court, N.R.C.P. 45(e), punishable by a fine  
not exceeding \$500 and imprisonment not exceeding 25 days, N.R.S. 22.100. Additionally a

1 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained  
2 as a result of the failure to attend, and a warrant may issue for the witness' arrest. N.R.S. 50.195,  
3 50.205, and 22.100(3).

4 Please see the attached **Exhibit C** for information regarding your rights and responsibilities  
5 relating to this Subpoena.

6 A list of all parties to this action and their respective counsel is attached as **Exhibit D**.

7 **INSTRUCTIONS FOR THE SUBPOENA TO PRODUCE DOCUMENTS,**

8 **INFORMATION, OR OBJECTS**

9 A. The following definitions apply to this discovery request:

- 10 1. Concerning. The term “concerning” means relating to, referring to, describing,  
11 evidencing, or constituting.
- 12 2. You, Your, and Yours. The terms “You,” “Your,” and “Yours” refer to the  
13 responsible party in receipt of service and responding to this Subpoena, and,  
14 additionally, its agents, employees, members, owners, partners, shareholders,  
15 directors, or anyone acting on its behalf.
- 16 3. Front Sight Project. The term “Front Sight Project” refers to all construction  
17 undertaken on the Front Sight Firearms Training Institute and Resort pursuant to  
18 the Construction Loan Agreement and any amendments thereto.
- 19 4. EB-5 Immigrant Investor. The term “EB-5 Immigrant Investor” refers to all Class  
20 B members of Las Vegas Development Fund, LLC.
- 21 5. Document. The terms “Document” or “Writing” is defined to be synonymous in  
22 meaning and equal in scope to the use of the terms “document” and “electronically  
23 stored information” in Nevada Rules of Civil Procedure 26 and 34. A draft or non-  
24

1 identical copy is a separate document within the meaning of this term. “Document”  
2 shall also include any data compilation from which information can be obtained or  
3 translated if necessary by YOU through detection devices into reasonably usable  
4 form. Where the Document or Writing makes use of, or refers to, codes or keys for  
5 particular categories of information, then the definition of a Writing or Document  
6 includes the full description of the key necessary for a person unfamiliar with the  
7 parlance to understand the meaning of the code or key. A draft or non-identical  
8 copy is a separate Document within the meaning of this term.

- 9 6. Any term, word or phrase that has not been defined in this discovery request but  
10 appears in the live pleadings in this action (including without limitation the  
11 Complaint) shall be given the definition or meaning given to the term, word or  
12 phrase as used in the live pleadings. Any term, word, or phrase that has been defined  
13 in these definitions that also appears in the live pleadings shall be given the  
14 definition or meaning given to the term, word or phrase as used in the pleadings in  
15 addition to the definition(s) given in this discovery request.

16 B. The following rules of construction apply to this Subpoena to Produce Documents,  
17 Information, or Objects:

- 18 1. All/Each. The terms “all” and “each” shall be construed as all and each.  
19 2. And/Or. The connectives “and” and “or” shall be construed either disjunctively or  
20 conjunctively as necessary to bring within the scope of the discovery request all  
21 responses that might otherwise be construed to be outside of its scope.  
22 3. Number. The use of the singular form of any word includes the plural and vice  
23 versa.  
24

1 C. The following instructions apply to this discovery request:

2 Electronic or Magnetic Data. In those instances when requested information exists in  
3 electronic or magnetic form, the responding party should state so. In responding to a  
4 discovery request, the responding party should, in addition to stating that the information  
5 exists in electronic/magnetic form, sufficiently identify the form in which the information  
6 exists.

7 1. E-MAILS: With respect to any and all responsible e-mail messages, produce them  
8 in their native, electronic format, including without limitation “.pst” files for  
9 Microsoft Outlook e-mail messages and “.nst” files for Lotus Outlook e-mail  
10 messages.

11 2. SPREADSHEETS: With respect to any and all responsive spreadsheets, produce  
12 them in their native, electronic format, including without limitation “.xls” files for  
13 Microsoft Excel spreadsheets.

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**EXHIBIT A**

1  
2  
3 1. Please provide any and all communications between you and Robert Dziubla  
4 related to the Front Sight Project.

5 2. Please provide any and all communications between you and Jon Fleming related  
6 to the Front Sight Project.

7 3. Please provide any and all communications between you and Linda Stanwood  
8 related to the Front Sight Project.

9 4. Please provide any and all communications between you and EB5 Impact Advisors,  
10 LLC related to the Front Sight Project.

11 5. Please provide any and all communications between you and EB5 Impact Capital  
12 Regional Center, LLC related to the Front Sight Project.

13 6. Please provide any and all communications between you and Las Vegas  
14 Development Fund, LLC related to the Front Sight Project.

15 7. Please provide any and all documents in your possession and/or control related to  
16 the Front Sight Project.

17 8. Please provide any and all documents related to your attempts to source EB-5  
18 immigrant investors for the Front Sight Project.

19 9. Please provide any and all communications related to your attempts to source EB-  
20 5 immigrant investors for the Front Sight Project.

21 10. Please provide any and all documents related to the Williams Global Law PLLC  
22 Pre-Marketing Agreement with EB5 Impact Capital Regional Center, LLC.

23 11. Please describe your efforts undertaken pursuant to the Williams Global Law PLLC  
24 Pre-Marketing Agreement with EB5 Impact Capital Regional Center, LLC.

12. Please provide any communications between you and Kyle Scott pertaining to the  
Front Sight Project.

1           13. Please provide any communications between you and Sudhir Shah pertaining to the  
2 Front Sight Project.

3           14. Please provide any communications between you and LuRaphael Li pertaining the  
4 Front Sight Project.

5           15. Please provide all communications and/or documents between you and Robert  
6 Dziubla regarding any project not related to the Front Sight Project that was anticipated to use EB-  
7 5 funds and/or for which you sought to be retained to raise EB-5 funds.

8           16. Please provide all communications and/or documents between you and Jon Fleming  
9 regarding any project not related to the Front Sight Project that was anticipated to use EB-5 funds  
10 and/or for which you sought to be retained to raise EB-5 funds.

11           17. Please provide all communications and/or documents between you and Linda  
12 Stanwood regarding any project not related to the Front Sight Project that was anticipated to use  
13 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

14           18. Please provide all communications and/or documents between you and EB5 Impact  
15 Advisors, LLC regarding any project not related to the Front Sight Project that was anticipated to  
16 use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

17           19. Please provide all communications and/or documents between you and EB5 Impact  
18 Capital Regional Center, LLC regarding any project not related to the Front Sight Project that was  
19 anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

20           20. Please provide all communications and/or documents between you and Las Vegas  
21 Development Fund, LLC regarding any project not related to the Front Sight Project that was  
22 anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.  
23  
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1 **EXHIBIT C**

2 **NEVADA RULES OF CIVIL PROCEDURE**

3 **Rule 45 (c) Protection of Persons Subject to Subpoena.**

4 (1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible  
5 for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or  
6 expense on a person subject to the subpoena. The court that issued the subpoena must enforce this  
7 duty and may impose an appropriate sanction — which may include lost earnings and reasonable  
8 attorney fees — on a party or attorney who fails to comply.

9 (2) **Command to Produce Materials or Permit Inspection.**

10 (A) **Appearance Not Required.**

11 (i) A person commanded to produce documents, electronically stored information,  
12 or tangible things, or to permit the inspection of premises, need not appear in person at the place  
13 of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

14 (ii) If documents, electronically stored information, or tangible things are produced  
15 to the party that issued the subpoena without an appearance at the place of production, that party  
16 must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or  
17 electronically reproduce the documents or information, photograph any tangible items not subject  
18 to copying, and serve these items on every other party. The party that issued the subpoena may  
19 also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a  
20 party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes  
21 the cost, then the court, on motion, must determine the reasonable cost of copying the documents  
22 or information, or photographing the tangible items.

23 (B) **Objections.** A person commanded to produce documents, electronically stored  
24 information, or tangible things, or to permit the inspection of premises, or a person claiming a  
proprietary interest in the subpoenaed documents, information, tangible things, or premises to be  
inspected, may serve on the party or attorney designated in the subpoena a written objection to  
inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises  
— or to producing electronically stored information in the form or forms requested. The person  
making the objection must serve it before the earlier of the time specified for compliance or 14  
days after the subpoena is served. If an objection is made:

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample  
the materials or tangible things or to inspect the premises except by order of the court that issued  
the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to  
produce or permit inspection, the party serving the subpoena may move the court that issued the  
subpoena for an order compelling production or inspection; and

1 (iii) if the court enters an order compelling production or inspection, the order must  
2 protect the person commanded to produce or permit inspection from significant expense resulting  
3 from compliance.

3 **(3) Quashing or Modifying a Subpoena.**

4 **(A) When Required.** On timely motion, the court that issued a subpoena must quash or  
5 modify the subpoena if it:

6 (i) fails to allow reasonable time for compliance;

7 (ii) requires a person to travel to a place more than 100 miles from the place where  
8 that person resides, is employed, or regularly transacts business in person, unless the person is  
9 commanded to attend trial within Nevada;

10 (iii) requires disclosure of privileged or other protected matter and no exception or  
11 waiver applies; or

12 (iv) subjects a person to an undue burden.

13 **(B) When Permitted.** On timely motion, the court that issued a subpoena may quash or  
14 modify the subpoena if it requires disclosing:

15 (i) a trade secret or other confidential research, development, or commercial  
16 information; or

17 (ii) an unretained expert's opinion or information that does not describe specific  
18 occurrences in dispute and results from the expert's study that was not requested by a party.

19 **(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule  
20 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or  
21 production under specified conditions if the party serving the subpoena:

22 (i) shows a substantial need for the testimony or material that cannot be otherwise  
23 met without undue hardship; and

24 (ii) ensures that the subpoenaed person will be reasonably compensated.

**Rule 45(d) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures  
apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must  
produce them as they are kept in the ordinary course of business or must organize and label them  
to correspond to the categories in the demand.

1 (B) **Form for Producing Electronically Stored Information Not Specified.** If a  
2 subpoena does not specify a form for producing electronically stored information, the person  
3 responding must produce it in a form or forms in which it is ordinarily maintained or in a  
4 reasonably usable form or forms.

5 (C) **Electronically Stored Information Produced in Only One Form.** The person  
6 responding need not produce the same electronically stored information in more than one form.

7 (D) **Inaccessible Electronically Stored Information.** The person responding need not  
8 provide discovery of electronically stored information from sources that the person identifies as  
9 not reasonably accessible because of undue burden or cost. On motion to compel discovery or for  
10 a protective order, the person responding must show that the information is not reasonably  
11 accessible because of undue burden or cost. If that showing is made, the court may nonetheless  
12 order discovery from such sources if the requesting party shows good cause, considering the  
13 limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

14 (2) **Claiming Privilege or Protection.**

15 (A) **Information Withheld.** A person withholding subpoenaed information under a  
16 claim that it is privileged or subject to protection as trial-preparation material must:

17 (i) expressly make the claim; and

18 (ii) describe the nature of the withheld documents, communications, or tangible things in  
19 a manner that, without revealing information itself privileged or protected, will enable the parties  
20 to assess the claim.

21 (B) **Information Produced.** If information produced in response to a subpoena is  
22 subject to a claim of privilege or of protection as trial-preparation material, the person making the  
23 claim may notify any party that received the information of the claim and the basis for it. After  
24 being notified, a party must promptly return, sequester, or destroy the specified information and  
any copies it has; must not use or disclose the information until the claim is resolved; must take  
reasonable steps to retrieve the information if the party disclosed it before being notified; and may  
promptly present the information under seal to the court for a determination of the claim. The  
person who produced the information must preserve the information until the claim is resolved.

**EXHIBIT D**

1  
2 Plaintiff/Counterdefendant FRONT SIGHT MANAGEMENT LLC and Counterdefendants DR.  
3 IGNATIUS PIAZZA, JENNIFER PIAZZA, VNV DYNASTY TRUST I, VNV DYNASTY  
4 TRUST II, EFRAIN RENE MORALES-MORENO, MORALES CONSTRUCTION, INC., ALL  
AMERICAN CONCRETE & MASONRY INC., TOP RANK BUILDERS INC., AND  
MICHAEL MEACHER are represented by:

5 John P. Aldrich, Esq.  
6 Catherine Hernandez, Esq.  
7 Jamie S. Hendrickson, Esq.  
8 **ALDRICH LAW FIRM, LTD.**  
9 7866 West Sahara Avenue  
10 Las Vegas, Nevada 89117

11 Defendant/Counterclaimant LAS VEGAS DEVELOPMENT FUND LLC and Defendants EB5  
12 IMPACT CAPITAL REGIONAL CENTER LLC, EB5 IMPACT ADVISORS LLC, ROBERT W.  
13 DZIUBLA, JON FLEMING and LINDA STANWOOD are represented by:

14 John R. Bailey, Esq.  
15 Joshua M. Dickey, Esq.  
16 Andrea M. Champion, Esq.  
17 **BAILEY KENNEDY**  
18 8984 Spanish Ridge Avenue  
19 Las Vegas, NV 89148  
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22  
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# EXHIBIT D

# EXHIBIT D

1 **NI**  
 John P. Aldrich, Esq.  
 2 Nevada Bar No. 6877  
 Catherine Hernandez, Esq.  
 3 Nevada Bar No. 8410  
 Jamie S. Hendrickson, Esq.  
 4 Nevada Bar No. 12770  
**ALDRICH LAW FIRM, LTD.**  
 5 7866 West Sahara Avenue  
 Las Vegas, Nevada 89117  
 6 Telephone: (702) 853-5490  
 Facsimile: (702) 227-1975  
 7 *Attorneys for Plaintiff/Counterdefendants*

8 **EIGHTH JUDICIAL DISTRICT COURT**  
 9 **CLARK COUNTY, NEVADA**

10 FRONT SIGHT MANAGEMENT LLC, a  
 Nevada Limited Liability Company,

11 Plaintiff,

12 vs.

13 LAS VEGAS DEVELOPMENT FUND LLC, a  
 Nevada Limited Liability Company; et al.,

14 Defendants.  
 15

CASE NO.: A-18-781084-B  
 DEPT NO.: 16

**PLAINTIFF'S NOTICE OF INTENT**  
**TO ISSUE SUBPOENA FOR**  
**DEPOSITION AND PRODUCTION**  
**OF DOCUMENTS TO ETHAN**  
**DEVINE**

16 AND ALL RELATED COUNTERCLAIMS.  
 17

18 Pursuant to Rule 45(a)(4)(A) of the Nevada Rules of Civil Procedure, Plaintiff FRONT  
 19 SIGHT MANAGEMENT LLC, by and through their counsel of record, hereby provides prior

20 ///

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1 notice of the Subpoena for Deposition and Production of Documents to be issued to Ethan Devine,  
2 attached hereto as **Exhibit 1**.

3 DATED this 12<sup>th</sup> day of October, 2020.

4 **ALDRICH LAW FIRM, LTD.**

5 /s/ John P. Aldrich  
6 John P. Aldrich, Esq.  
7 Nevada Bar No. 6877  
8 Catherine Hernandez, Esq.  
9 Nevada Bar No. 8410  
10 Jamie S. Hendrickson, Esq.  
11 Nevada Bar No. 12770  
12 7866 West Sahara Avenue  
13 Las Vegas, NV 89117  
14 Tel (702) 853-5490  
15 Fax (702) 226-1975  
16 *Attorneys for Plaintiff/Counterdefendants*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 12<sup>th</sup> day of October, 2020, I caused the foregoing **PLAINTIFF’S NOTICE OF INTENT TO ISSUE SUBPOENA FOR DEPOSITION AND PRODUCTION OF DOCUMENTS TO ETHAN DEVINE** to be electronically served with the Clerk of the Court using Wiznet which will send notification of such filing to the email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic Mail Notice List, to the following parties:

John R. Bailey, Esq.  
Joshua M. Dickey, Esq.  
Andrea M. Champion, Esq.  
**BAILEY KENNEDY**  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants/Counterclaimant*

/s/ T. Bixenmann  
An employee of ALDRICH LAW FIRM, LTD.

# **EXHIBIT 1**

# **EXHIBIT 1**

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**SDT**  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
Jamie S. Hendrickson, Esq.  
Nevada Bar No. 12770  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, NV 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
*Attorneys for Plaintiff/Counterdefendants*

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**SUBPOENA FOR DEPOSITION AND  
PRODUCTION OF DOCUMENTS**

AND ALL RELATED COUNTERCLAIMS.

**THE STATE OF NEVADA SENDS GREETINGS TO:**

**Ethan Devine  
3575 Dorchester Drive  
San Diego, CA 92123**

**YOU ARE HEREBY COMMANDED** that all and singular, business and excuses set  
aside, pursuant to N.R.C.P. 45, to attend and testify at your deposition on **December 10, 2020, at  
10:00 a.m.**, at the following address:

///



1 Please see the attached **Exhibit C** for information regarding your rights and responsibilities  
2 relating to this Subpoena.

3 A list of all parties to this action and their respective counsel is attached as **Exhibit D**.

4 **INSTRUCTIONS FOR THE SUBPOENA TO PRODUCE DOCUMENTS,**

5 **INFORMATION, OR OBJECTS**

6 A. The following definitions apply to this discovery request:

7 1. Concerning. The term “concerning” means relating to, referring to, describing,  
8 evidencing, or constituting.

9 2. You, Your, and Yours. The terms “You,” “Your,” and “Yours” refer to the  
10 responsible party in receipt of service and responding to this Subpoena, and,  
11 additionally, its agents, employees, members, owners, partners, shareholders,  
12 directors, or anyone acting on its behalf.

13 3. Document. The terms “Document” or “Writing” is defined to be synonymous in  
14 meaning and equal in scope to the use of the terms “document” and “electronically  
15 stored information” in Nevada Rules of Civil Procedure 26 and 34. A draft or non-  
16 identical copy is a separate document within the meaning of this term. “Document”  
17 shall also include any data compilation from which information can be obtained or  
18 translated if necessary by YOU through detection devices into reasonably usable  
19 form. Where the Document or Writing makes use of, or refers to, codes or keys for  
20 particular categories of information, then the definition of a Writing or Document  
21 includes the full description of the key necessary for a person unfamiliar with the  
22 parlance to understand the meaning of the code or key. A draft or non-identical  
23 copy is a separate Document within the meaning of this term.



1 4. Any term, word or phrase that has not been defined in this discovery request but  
2 appears in the live pleadings in this action (including without limitation the  
3 Complaint) shall be given the definition or meaning given to the term, word or  
4 phrase as used in the live pleadings. Any term, word, or phrase that has been defined  
5 in these definitions that also appears in the live pleadings shall be given the  
6 definition or meaning given to the term, word or phrase as used in the pleadings in  
7 addition to the definition(s) given in this discovery request.

8 5. Front Sight Project. The term “Front Sight Project” refers to all construction  
9 undertaken on the Front Sight Firearms Training Institute and Resort pursuant to  
10 the Construction Loan Agreement and any amendments thereto.

11 6. EB-5 Immigrant Investor. The term “EB-5 Immigrant Investor” refers to any Class  
12 B member of Las Vegas Development Fund, LLC.

13 B. The following rules of construction apply to this Subpoena to Produce Documents,  
14 Information, or Objects:

15 1. All/Each. The terms “all” and “each” shall be construed as all and each.

16 2. And/Or. The connectives “and” and “or” shall be construed either disjunctively or  
17 conjunctively as necessary to bring within the scope of the discovery request all  
18 responses that might otherwise be construed to be outside of its scope.

19 3. Number. The use of the singular form of any word includes the plural and vice  
20 versa.

21 C. The following instructions apply to this discovery request:

22 Electronic or Magnetic Data. In those instances when requested information exists in  
23 electronic or magnetic form, the responding party should state so. In responding to a  
24

1 discovery request, the responding party should, in addition to stating that the information  
2 exists in electronic/magnetic form, sufficiently identify the form in which the information  
3 exists.

- 4 1. E-MAILS: With respect to any and all responsible e-mail messages, produce them  
5 in their native, electronic format, including without limitation “.pst” files for  
6 Microsoft Outlook e-mail messages and “.nst” files for Lotus Outlook e-mail  
7 messages.
- 8 2. SPREADSHEETS: With respect to any and all responsive spreadsheets, produce  
9 them in their native, electronic format, including without limitation “.xls” files for  
10 Microsoft Excel spreadsheets.
- 11 3. OTHER. Where applicable, any responsible information that exists in electronic or  
12 magnetic form must be produced in the following formats: CD Rom in an Acrobat  
13 (“.pdf”) compatible application, in a Microsoft Word or WordPerfect compatible  
14 application, or in ASCII.

15 DATED this \_\_\_\_ day of October, 2020.

16 **ALDRICH LAW FIRM, LTD.**

17 \_\_\_\_\_  
18 John P. Aldrich, Esq.  
19 Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
20 Nevada Bar No. 8410  
21 Jamie S. Hendrickson, Esq.  
22 Nevada Bar No. 12770  
7866 West Sahara Avenue  
23 Las Vegas, Nevada 89117  
24 Tel: (702) 853-5490  
Fax: (702) 227-1975  
*Attorneys for Plaintiff/Counterdefendants*

**EXHIBIT A**

1  
2  
3 1. Please provide any and all communications between you and Robert Dziubla  
4 related to the Front Sight Project.

5 2. Please provide any and all communications between you and Jon Fleming related  
6 to the Front Sight Project.

7 3. Please provide any and all communications between you and Linda Stanwood  
8 related to the Front Sight Project.

9 4. Please provide any and all communications between you and EB5 Impact Advisors,  
10 LLC related to the Front Sight Project.

11 5. Please provide any and all communications between you and EB5 Impact Capital  
12 Regional Center, LLC related to the Front Sight Project.

13 6. Please provide any and all communications between you and Las Vegas  
14 Development Fund, LLC related to the Front Sight Project.

15 7. Please provide any and all documents in your possession and/or control related to  
16 the Front Sight Project.

17 8. Please provide any and all documents related to your attempts to source EB-5  
18 immigrant investors for the Front Sight Project, including but not limited to communications with  
19 potential EB-5 immigrant investors and agents of potential EB-5 immigrant investors.

20 9. Please provide any and all communications related to your attempts to source EB-  
21 5 immigrant investors for the Front Sight Project, including but not limited to communications  
22 with potential EB-5 immigrant investors and agents of potential EB-5 immigrant investors.

23 10. Please provide any and all documents in your possession and/or control that refer  
24 or relate to any compensation you actually did receive and/or were to receive as a result of any  
services you provided or were to provide to Robert Dziubla, Jon Fleming, Linda Stanwood, EB5  
Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC, and/or Las Vegas  
Development Fund, LLC related to the Front Sight Project.

1           11. Please provide any and all expense and/or reimbursement reports related to your  
2 attempts to source EB-5 immigrant investors for the Front Sight Project, including but not limited  
3 to communications with potential EB-5 immigrant investors and agents of potential EB-5  
4 immigrant investors.

5           12. Please provide any communications between you and Kyle Scott pertaining to the  
6 Front Sight Project.

7           13. Please provide any communications between you and Sudhir Shah pertaining to the  
8 Front Sight Project.

9           14. Please provide any communications between you and LuRaphael Li pertaining the  
10 Front Sight Project.

11           15. Please provide all documents demonstrating your experience raising EB-5 funds  
12 for any project before you were hired to raise EB-5 funds for the Front Sight Project.

13           16. Please provide all communications and/or documents between you and Robert  
14 Dziubla regarding any project not related to the Front Sight Project that was anticipated to use EB-  
15 5 funds and/or for which you sought to be retained to raise EB-5 funds.

16           17. Please provide all communications and/or documents between you and Jon Fleming  
17 regarding any project not related to the Front Sight Project that was anticipated to use EB-5 funds  
18 and/or for which you sought to be retained to raise EB-5 funds.

19           18. Please provide all communications and/or documents between you and Linda  
20 Stanwood regarding any project not related to the Front Sight Project that was anticipated to use  
21 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

22           19. Please provide all communications and/or documents between you and EB5 Impact  
23 Advisors, LLC regarding any project not related to the Front Sight Project that was anticipated to  
24 use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

          20. Please provide all communications and/or documents between you and EB5 Impact  
Capital Regional Center, LLC regarding any project not related to the Front Sight Project that was  
anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

1           21. Please provide all communications and/or documents between you and Las Vegas  
2 Development Fund, LLC regarding any project not related to the Front Sight Project that was  
3 anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.  
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**EXHIBIT B**

**CERTIFICATE OF CUSTODIAN OF RECORDS**

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

NOW COMES \_\_\_\_\_ (name of custodian of records), who after first being duly sworn deposes and says:

1. That the deponent is the \_\_\_\_\_ (position or title) of \_\_\_\_\_ (name of employer) and in his or her capacity as \_\_\_\_\_ (position or title) is a custodian of the records of \_\_\_\_\_ (name of employer).

2. That \_\_\_\_\_ (name of employer) is licensed to do business as a in the State of \_\_\_\_\_.

3. That on the day of the month of \_\_\_\_\_ day of \_\_\_\_\_, 2019, the deponent was served with a subpoena in connection with the above-entitled cause, calling for the production of records pertaining to \_\_\_\_\_.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or \_\_\_\_\_ (name of employer).

Executed on: \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature of Custodian of Records)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
County of \_\_\_\_\_, State of \_\_\_\_\_

1 **EXHIBIT C**

2 **NEVADA RULES OF CIVIL PROCEDURE**

3 **Rule 45 (c) Protection of Persons Subject to Subpoena.**

4 (1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible  
5 for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or  
6 expense on a person subject to the subpoena. The court that issued the subpoena must enforce this  
7 duty and may impose an appropriate sanction — which may include lost earnings and reasonable  
8 attorney fees — on a party or attorney who fails to comply.

9 (2) **Command to Produce Materials or Permit Inspection.**

10 (A) **Appearance Not Required.**

11 (i) A person commanded to produce documents, electronically stored information,  
12 or tangible things, or to permit the inspection of premises, need not appear in person at the place  
13 of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

14 (ii) If documents, electronically stored information, or tangible things are produced  
15 to the party that issued the subpoena without an appearance at the place of production, that party  
16 must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or  
17 electronically reproduce the documents or information, photograph any tangible items not subject  
18 to copying, and serve these items on every other party. The party that issued the subpoena may  
19 also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a  
20 party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes  
21 the cost, then the court, on motion, must determine the reasonable cost of copying the documents  
22 or information, or photographing the tangible items.

23 (B) **Objections.** A person commanded to produce documents, electronically stored  
24 information, or tangible things, or to permit the inspection of premises, or a person claiming a  
proprietary interest in the subpoenaed documents, information, tangible things, or premises to be  
inspected, may serve on the party or attorney designated in the subpoena a written objection to  
inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises  
— or to producing electronically stored information in the form or forms requested. The person  
making the objection must serve it before the earlier of the time specified for compliance or 14  
days after the subpoena is served. If an objection is made:

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample  
the materials or tangible things or to inspect the premises except by order of the court that issued  
the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to  
produce or permit inspection, the party serving the subpoena may move the court that issued the  
subpoena for an order compelling production or inspection; and

1 (iii) if the court enters an order compelling production or inspection, the order must  
2 protect the person commanded to produce or permit inspection from significant expense resulting  
3 from compliance.

3 **(3) Quashing or Modifying a Subpoena.**

4 **(A) When Required.** On timely motion, the court that issued a subpoena must quash or  
5 modify the subpoena if it:

6 (i) fails to allow reasonable time for compliance;

7 (ii) requires a person to travel to a place more than 100 miles from the place where  
8 that person resides, is employed, or regularly transacts business in person, unless the person is  
9 commanded to attend trial within Nevada;

10 (iii) requires disclosure of privileged or other protected matter and no exception or  
11 waiver applies; or

12 (iv) subjects a person to an undue burden.

13 **(B) When Permitted.** On timely motion, the court that issued a subpoena may quash or  
14 modify the subpoena if it requires disclosing:

15 (i) a trade secret or other confidential research, development, or commercial  
16 information; or

17 (ii) an unretained expert's opinion or information that does not describe specific  
18 occurrences in dispute and results from the expert's study that was not requested by a party.

19 **(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule  
20 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or  
21 production under specified conditions if the party serving the subpoena:

22 (i) shows a substantial need for the testimony or material that cannot be otherwise  
23 met without undue hardship; and

24 (ii) ensures that the subpoenaed person will be reasonably compensated.

**Rule 45(d) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures  
apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must  
produce them as they are kept in the ordinary course of business or must organize and label them  
to correspond to the categories in the demand.



1 (B) **Form for Producing Electronically Stored Information Not Specified.** If a  
2 subpoena does not specify a form for producing electronically stored information, the person  
3 responding must produce it in a form or forms in which it is ordinarily maintained or in a  
4 reasonably usable form or forms.

5 (C) **Electronically Stored Information Produced in Only One Form.** The person  
6 responding need not produce the same electronically stored information in more than one form.

7 (D) **Inaccessible Electronically Stored Information.** The person responding need not  
8 provide discovery of electronically stored information from sources that the person identifies as  
9 not reasonably accessible because of undue burden or cost. On motion to compel discovery or for  
10 a protective order, the person responding must show that the information is not reasonably  
11 accessible because of undue burden or cost. If that showing is made, the court may nonetheless  
12 order discovery from such sources if the requesting party shows good cause, considering the  
13 limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

14 (2) **Claiming Privilege or Protection.**

15 (A) **Information Withheld.** A person withholding subpoenaed information under a  
16 claim that it is privileged or subject to protection as trial-preparation material must:

17 (i) expressly make the claim; and

18 (ii) describe the nature of the withheld documents, communications, or tangible things in  
19 a manner that, without revealing information itself privileged or protected, will enable the parties  
20 to assess the claim.

21 (B) **Information Produced.** If information produced in response to a subpoena is  
22 subject to a claim of privilege or of protection as trial-preparation material, the person making the  
23 claim may notify any party that received the information of the claim and the basis for it. After  
24 being notified, a party must promptly return, sequester, or destroy the specified information and  
any copies it has; must not use or disclose the information until the claim is resolved; must take  
reasonable steps to retrieve the information if the party disclosed it before being notified; and may  
promptly present the information under seal to the court for a determination of the claim. The  
person who produced the information must preserve the information until the claim is resolved.

**EXHIBIT D**

1  
2 Plaintiff/Counterdefendant FRONT SIGHT MANAGEMENT LLC and Counterdefendants DR.  
3 IGNATIUS PIAZZA, JENNIFER PIAZZA, VNV DYNASTY TRUST I, VNV DYNASTY  
4 TRUST II, MICHAEL MEACHER, EFRAIN RENE MORALES-MORENO, MORALES  
& MASONRY, INC. are represented by:

5 John P. Aldrich, Esq.  
6 Catherine Hernandez, Esq.  
7 Jamie S. Hendrickson, Esq.  
8 **ALDRICH LAW FIRM, LTD.**  
9 7866 West Sahara Avenue  
10 Las Vegas, Nevada 89117

11 Defendant/Counterclaimant LAS VEGAS DEVELOPMENT FUND LLC and Defendants EB5  
12 IMPACT CAPITAL REGIONAL CENTER LLC, EB5 IMPACT ADVISORS LLC, ROBERT W.  
13 DZIUBLA, JON FLEMING and LINDA STANWOOD are represented by:

14 John R. Bailey, Esq.  
15 Joshua M. Dickey, Esq.  
16 Andrea M. Champion, Esq.  
17 **BAILEY KENNEDY**  
18 8984 Spanish Ridge Avenue  
19 Las Vegas, NV 89148  
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# EXHIBIT E

# EXHIBIT E

**BAILEY ♦ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 **DECL**  
JOHN R. BAILEY  
2 Nevada Bar No. 0137  
JOSHUA M. DICKEY  
3 Nevada Bar No. 6621  
ANDREA M. CHAMPION  
4 Nevada Bar No. 13461  
**BAILEY ♦ KENNEDY**  
5 8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
6 Telephone: 702.562.8820  
Facsimile: 702.562.8821  
7 JBailey@BaileyKennedy.com  
JDickey@BaileyKennedy.com  
8 AChampion@BaileyKennedy.com

9 *Attorneys for Defendants*  
LAS VEGAS DEVELOPMENT FUND LLC; EB5  
10 IMPACT CAPITAL REGIONAL CENTER LLC;  
EB5 IMPACT ADVISORS LLC; ROBERT W.  
11 DZIUBLA; JON FLEMING; and LINDA  
STANWOOD

12  
13 DISTRICT COURT  
14 CLARK COUNTY, NEVADA  
15

16 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

17 Plaintiff,

18 vs.

19 LAS VEGAS DEVELOPMENT FUND LLC, a  
20 Nevada Limited Liability Company; et al.,

21 Defendants.  
22

Case No. A-18-781084-B  
Dept. No. XVI

**DECLARATION OF ROBERT W.  
DZIUBLA IN SUPPORT OF THE EB5  
PARTIES' MOTION FOR  
PROTECTIVE ORDER REGARDING  
SUBPOENAS TO SIMONE WILLIAMS  
AND ETHAN DEVINE**

23 AND ALL RELATED COUNTERCLAIMS.  
24

25 I, Robert W. Dziubla, declare as follows:

26 1. I am over eighteen (18) years of age and a resident of the State of California, County  
27 of San Diego.  
28

1 2. I was an officer of EB5 Impact Advisors LLC (“EB5IA”), prior to its dissolution. I  
2 am authorized to make this declaration on its behalf, as well as in my individual capacity.

3 3. I make this Declaration of my personal knowledge, and the matters stated herein are  
4 true and correct. If called as a witness, I could, and would testify competently thereto.

5 4. I make this declaration in support of the EB5 Parties’ Motion for Protective Order  
6 Regarding Subpoenas to Simone Williams and Ethan Devine.

7 5. To my knowledge, Simone Williams is an attorney licensed in Washington D.C.

8 6. EB5IA initially retained Ms. Williams to provide consulting services regarding EB-5  
9 investors in Brazil and to market the EB-5 program to foreign students attending universities within  
10 the United States.

11 7. However, it is my understanding that Ms. Williams was thereafter retained by  
12 numerous EB-5 Investors who invested in the Front Sight Project.

13 8. It is my understanding that Ms. Williams continues to represent a number of those  
14 EB-5 Investors.

15 I declare under penalty of perjury, under the laws of the State of Nevada, that the foregoing is  
16 true and correct.

17 EXECUTED on this 19<sup>th</sup> day of October, 2020.

18  
19 /s/ Robert Dziubla  
ROBERT DZIUBLA

BAILEY ♦ KENNEDY  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

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# EXHIBIT F

# EXHIBIT F

**BAILEY ♦ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 **DECL**  
JOHN R. BAILEY  
2 Nevada Bar No. 0137  
JOSHUA M. DICKEY  
3 Nevada Bar No. 6621  
ANDREA M. CHAMPION  
4 Nevada Bar No. 13461  
**BAILEY ♦ KENNEDY**  
5 8984 Spanish Ridge Avenue  
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6 Telephone: 702.562.8820  
Facsimile: 702.562.8821  
7 JBailey@BaileyKennedy.com  
JDickey@BaileyKennedy.com  
8 AChampion@BaileyKennedy.com

9 *Attorneys for Defendants*  
LAS VEGAS DEVELOPMENT FUND LLC; EB5  
10 IMPACT CAPITAL REGIONAL CENTER LLC;  
EB5 IMPACT ADVISORS LLC; ROBERT W.  
11 DZIUBLA; JON FLEMING; and LINDA  
STANWOOD

12  
13 DISTRICT COURT  
14 CLARK COUNTY, NEVADA

16 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

17 Plaintiff,

18 vs.

19 LAS VEGAS DEVELOPMENT FUND LLC, a  
20 Nevada Limited Liability Company; et al.,

21 Defendants.

Case No. A-18-781084-B  
Dept. No. XVI

**DECLARATION OF ANDREA M.  
CHAMPION IN SUPPORT OF THE EB5  
PARTIES' MOTION FOR  
PROTECTIVE ORDER REGARDING  
SUBPOENAS TO SIMONE WILLIAMS  
AND ETHAN DEVINE**

22  
23 AND ALL RELATED COUNTERCLAIMS.  
24

25 I, Andrea M. Champion, declare as follows:

- 26 1. I am over eighteen (18) years of age and a resident of Clark County, Nevada.  
27 2. I am counsel for Las Vegas Development Fund LLC, EB5 Impact Capital Regional  
28

1 Center LLC, EB5 Impact Advisors LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood  
2 (collectively, the “EB5 Parties”) in the above-captioned action.

3 1. I have personal knowledge of and am competent to testify to the facts contained in  
4 this Declaration. If called to do so, I would competently and truthfully testify to all matters set forth  
5 herein, except for those matter stated to be upon information and belief.

6 2. I make this declaration in support of the EB5 Parties’ Motion for Protective Order  
7 Regarding Subpoenas to Simone Williams and Ethan Devine.

8 3. On September 21, 2020, consistent with the Court’s June 30, 2020 Findings of Fact  
9 and Conclusions of Law and Order Granting in Part and Denying in Part Defendants’ Motion for  
10 Protective Order Regarding Discovery of Consultants’ and Individual Investors’ Confidential  
11 Information, I caused a Ninth Supplemental Disclosure to be produced on behalf of the EB5 Parties.

12 4. That production contained, in large part, communications between the EB5 Parties  
13 and its Foreign Placement Consultants and/or documents referencing the Foreign Placement  
14 Consultants.

15 5. The EB5 Parties designated the majority of the documents produced in conjunction  
16 with the EB5 Parties’ Ninth Supplemental Disclosure as “Outside Counsel Eyes Only” (and  
17 consistent with Articles 1.3 and 3 of the Protective Order entered by this Court on November 20,  
18 2018 (the “Protective Order”).

19 6. On September 21, 2020, in conjunction with the EB5 Parties’ Ninth Supplemental  
20 Disclosure, I caused supplemental responses to Front Sight’s Interrogatories to be served on behalf  
21 of each of the EB5 Parties.

22 7. The supplemental responses to Front Sight’s Interrogatories discussing Foreign  
23 Placement Consultants were likewise designated as “Outside Counsel Eyes Only.”

24 8. Since then, I have received letters from Front Sight challenging the EB5 Parties’  
25 designation of information related to the Foreign Placement Consultants as “Outside Counsel Eyes  
26 Only.”

27 ///

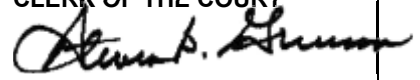
28 ///





# EXHIBIT 7

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14

15  
16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

19 Plaintiff,

20 vs.

21 LAS VEGAS DEVELOPMENT FUND LLC,  
a Nevada Limited Liability Company; et al.,

22 Defendants.  
23

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**DEFENDANT/COUNTERCLAIMANTS’  
MOTION FOR PROTECTIVE ORDER RE:  
SUBPOENAS FOR DEPOSITION AND  
PRODUCTION OF DOCUMENTS TO  
IMMIGRANT INVESTOR AGENT #1,  
IMMIGRANT INVESTOR AGENT #2,  
IMMIGRANT INVESTOR AGENT #3, AND  
IMMIGRANT INVESTOR AGENT #4**

24 AND ALL RELATED COUNTERCLAIMS.

**HEARING REQUESTED**

25  
26 Defendant/Counterclaimants Las Vegas Development Fund, LLC (“LVDF”), EB5 Impact  
27 Capital Regional Center, LLC (“EB5 Impact CRC”), EB5 Impact Advisors, LLC (“EB5 Impact”),  
28

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1 Robert W. Dziubla (“Dziubla”), Jon Fleming (“Fleming”), and Linda Stanwood (“Stanwood”)  
2 (collectively as “Lender Parties”), by and through their attorneys of record, and hereby move this  
3 Court for a protective order, pursuant to NRCP 26(c), as to the subpoenas for depositions and  
4 documents from nonparty Immigrant Investor Agent #1 (IIA#1), nonparty Immigrant Investor Agent  
5 #2 (IIA#2), nonparty Immigrant Investor Agent #3 (IIA#3), and nonparty Immigrant Investor Agent  
6 #4 (IIA#4) (“Motion”).<sup>1 2</sup>

7 Plaintiff Front Sight Management LLC (“Front Sight”) is going on yet another fishing  
8 expedition here, in furtherance of its “bleed them dry” litigation strategy. Now that it has received  
9 unredacted documents, it is using this confidential information to obtain material almost exclusively  
10 related to the Immigrant Investors’ identities and investment information, through the agents, that  
11 this Court has already found NOT to be “germane to the claims and defenses in this case.”<sup>3</sup> Indeed,  
12 this Court has already specifically disallowed such discovery.<sup>4</sup>

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23 <sup>1</sup> Lender Parties and their counsel have been provided the name and address of all Immigrant Investor Agents via email. Because this information is deemed confidential, Plaintiff has omitted this information from this Motion.

24 <sup>2</sup> True and correct copies of all received Notices of Intent to Issue Subpoena and Production of Documents to the various agents are attached hereto respectively as **Exhibits A – D** and are incorporated herein by this reference.

25 <sup>3</sup> Through a series of motions Borrower Parties were able to obtain unredacted copies of documents including confidential information through trickery. *See*, Dkt. 463, 594, 599, 603, 607 - 609, 626, 628, 629, 633, 635 - 651, 655, 666, 669 - 671, 674, 681, 687, 688, 690 - 692, 696 -704, 710 . Lender Parties do not deem any privilege as to these issues waived *via* this forcibly divulged information/documentation.

27 <sup>4</sup> *See*, Dkt. 371, 397, 463, 533, 536, 554, 555, 556, and 590.

28

1 This motion is made and based upon the Nevada Rules of Civil Procedure (“NRCP”), the  
2 Declaration of Nicole E. Lovelock, Esq. (“Lovelock Dec.”) attached hereto as **Exhibit E**, the  
3 Declaration of Robert Dziubla. (“Dziubla Dec.”) attached hereto as **Exhibit F**, the Memorandum of  
4 Points and Authorities, the pleadings and papers on file in this action, the exhibits attached hereto,  
5 and any oral argument this Honorable Court allows at any hearing of this motion.

6 DATED this 5<sup>th</sup> day of January 2022.

7 /s/ Nicole E. Lovelock, Esq.

8 

---

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17 ///

18 ///

19 ///

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I.**

**INTRODUCTION**

Despite the Court’s repeated rulings, Front Sight is *again* seeking to obtain documents and testimony that the Court has already ruled against. It is obvious that Front Sight, and its associated parties (collectively “Borrower Parties”), wants Lender Parties to waste time and fees. Again, as part of the plan, to avoid actually litigating this matter on its merits, and as principal Ignatius Piazza has proudly proclaimed, the litigation strategy is to purposefully engage in tactics to out-paper and out-spend Lender Parties to win by attrition.<sup>5</sup>

In furtherance of these efforts, Front Sight is ignoring what has occurred in the case and is propounding discovery to harass, annoy, and needlessly cost Lender Parties and their business associates, time and money. Front Sight is attempting to serve subpoenas that are:

- (i) In direct violation of this Court’s Findings of Fact and Conclusions of Law and Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order Regarding Discovery of Consultants and Individual Investors Confidential Information (“June 30<sup>th</sup> Protective Order”).<sup>6</sup>
- (ii) After the Court already ruled that Borrower Parties could not seek similar information from two non-party Immigrant Investor Agents, Simone Williams, Esq. and Ethan Divine.<sup>7</sup>
- (iii) After the Court refused to amend or alter the June 30, 2020 Protective Order.<sup>8</sup>

Still, despite the Court’s repeated rulings, Borrower Parties now seek to conduct the deposition of four of the Immigrant Investor Agents and have subpoenaed documents designed to discover, among other

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<sup>5</sup> See, Dziubla Dec. There is a recording from a July 4, 2021 seminar held by Front Sight. Lender Parties can deliver the full audio recording to the Court upon request. Attached **Ex. 1** to the Dziubla Dec. is a transcription of the recording from 02:24:29 until the end of the recording. Mr. Dziubla’s declaration indisputably identifies and confirms the voice of Mr. Ignatius Piazza. Mr. Piazza cannot dispute that it is his voice and that he made those comments at a seminar. Mr. Piazza has thus far refused to appear for deposition and, therefore, there has not been questioning as to this tape.

<sup>6</sup> See, Dkt. 371, 397, and 463.

<sup>7</sup> See, Dkt. 533, 536, 554, 555, 556, and 590.

<sup>8</sup> *Id.*

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1 irrelevant and undiscoverable information, the Investors’ identities and investment information that this  
2 Court has already ruled are not germane to the claims and defenses in this case.<sup>9</sup>

3 In addition to the sought information being private and confidential, the requested information  
4 is not admissible, is not likely to lead to the discovery of admissible evidence and is disproportionate to  
5 the needs of the case. Indeed, consideration of the nature of the information sought and the fact that, per  
6 this Court’s decision, it has no relevance to the claims and defenses at issue leads to but one reasonable  
7 conclusion: Borrower Parties’ true intent in seeking this information is to harass, annoy, embarrass,  
8 and/or oppress Lender Parties, the individual investors, and consultants, and to otherwise cause  
9 Borrower Parties undue burden or expense. A protective order is appropriate.

10 **II.**

11 **STATEMENT OF RELEVANT FACTS/PROCEDURAL HISTORY**

12 On a straight-forward case regarding a borrowers’ failure to repay the loan, Borrower Parties’  
13 have engaged in scorched earth litigation. For instance, in a three-month span, Front Sight propounded  
14 more than 1,000 discovery demands upon the Lender Parties—an effort to overwhelm the Lender Parties  
15 with written discovery while simultaneously filing excessive motions against them.<sup>10</sup> Indeed, early in  
16 this litigation, this Court acknowledged it is among the most—if not the most—number of motions seen  
17 in a single case.<sup>11</sup>

18 **A. June 30<sup>th</sup> Protective Order**

19 One such motion involved Borrower Parties’ written discovery regarding these same  
20 Immigrant Investor Agents to whom the subject subpoenas are issued.<sup>12</sup> After lengthy briefing, this  
21 Court disallowed certain discovery *via* its June 30, 2020 Protective Order.<sup>13</sup> Therein, this Court  
22 specifically Found the following:

23  
24 \_\_\_\_\_

25 <sup>9</sup> See, Dkt. 463 and 590.

26 <sup>10</sup> See, e.g., Dkt. 412.

27 <sup>11</sup> *Id.*

28 <sup>12</sup> See, Dkt. 371, 397, and 463.

<sup>13</sup> See, Dkt. 463.

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1 4. The foreign immigrant investors who subscribed to the offering are investors in  
2 LVD Fund; they are not investors in Front Sight.

3 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for  
4 construction of the Project as memorialized by the October 6, 2016 Construction Loan  
5 Agreement (the “CLA”).

6 This Court then went on to make the following Conclusion of Law as to these issues:

7 5. The Investors’ identities and investment information are not germane to the claims  
8 and defenses in this case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will  
9 not allow discovery as to the Investors.

10 7. However, limited information concerning the Foreign Placement Consultants is  
11 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history,  
12 and extent of the EB5 Parties’ prior relationship with the Foreign Placement  
13 Consultants is relevant to Front Sight’s claims that the EB5 Parties misrepresented  
14 that it had a network of relationships for potentially sourcing EB-5 investors.  
15 Consequently, notwithstanding the potential privilege and confidentiality concerns,  
16 the Court will allow limited discovery concerning the identities of the EB5 Parties’  
17 Foreign Placement Consultants, the prior work these consultants performed on behalf  
18 of the EB5 Parties, the timing of the formation of those business relationships, and  
19 the degree of success those Foreign Placement Consultants achieved for the EB5  
20 Parties in prior work.<sup>14</sup>

21 **B. The Court Already Refused To Allow Similar Subpoenas**

22 Months after the entry of the June 30, 2020 Protective Order, on or about October 12, 2020,  
23 in direct violation of that Protective Order, Borrower Parties issued two Notices of Intent to Issue  
24 Subpoena for Deposition and Production of Documents to Simone Williams, Esq.—who Front Sight  
25 is aware represents some of the EB-5 investors—and Ethan Devine—a former employee of EB5IA  
26 (collectively, the “Subpoenas”)<sup>15</sup>. Therein, Borrower Parties request, via the Subpoenas, information  
27 about (and communications with) the EB-5 investors, potential EB-5 investors, and information  
28 about the foreign placement agents that goes beyond the limited scope of the Court’s Order. Those  
Subpoenas included document requests that are nearly identical to those intended to be served upon  
the Immigrant Investors that are the subject of this Motion and seek the same type of confidential  
and irrelevant information.<sup>16</sup>

<sup>14</sup> *Id.*

<sup>15</sup> *See, Exhibits G and H*, respectively.

<sup>16</sup> *See, Id.* in conjunction with *Ex.’s A- D*.



1 After receipt of the Subpoenas, Lender Parties rightfully moved for a protective order based,  
 2 in large part, upon the Court’s June 30, 2020 Protective Order.<sup>17</sup> On November 2, 2020, Borrower  
 3 Parties formally opposed that Motion and filed a countermotion to “correct” said protective Order  
 4 per NRCP 60(a).<sup>18</sup> In that denied countermotion, Borrower Parties made the SAME argument that  
 5 they use today to avoid abiding by this Court’s June 30th 2020 Protective Order, as follows:

6 The Order provided by Defendants and entered by the Court substantially  
 7 limits the language of the Court’s Minute Order. The Minute Order allows for the  
 8 discovery related to “the nature, history, and extent of the Defendants’ relationship  
 9 with the consultants.” The Order entered limits this discovery to Front Sight’s claims  
 about the lack of pre-existing network of investor agents, and to the nature, history,  
 and extent of the Defendants’ prior relationship with the consultants and prior success  
 achieved for Defendants.<sup>19</sup>

10 After a full hearing on the merits, this Court justifiably GRANTED the Lender Parties’  
 11 request for a protective order and DENIED Borrower Parties’ countermotion to correct.<sup>20</sup> In fact,  
 12 this Court specifically included the following Findings in the resulting January 25, 2021 Protective  
 13 Order:

14 Pursuant to the Court’s June 30, 2020 Findings of Fact and Conclusions of  
 15 Law and Order Granting in Part and Denying in Part Defendants’ Motion for  
 16 Protective Order Regarding Discovery of Consultants’ and Individual Investors’  
 17 Confidential Information (the “June 30, 2020 Order”), the Court has already found  
 18 that only limited information concerning the Foreign Placement Consultants is  
 19 relevant to Front Sight’s fraud claims—specifically, that only the nature, history, and  
 20 extent of the EB5 Parties’ prior relationships with the Foreign Placement Consultants  
 21 is relevant to Front Sight’s claims—and that information about the EB-5 Investors’  
 22 and potential investors (including their identities and investment information) are not  
 23 germane to the claims and defenses in this case and therefore not subject to discovery.

**The Court’s June 30, 2020 Order stands.**

24 Accordingly, while Front Sight is entitled to depose third parties, including but not  
 25 limited to Ms. Williams and Mr. Devine, any depositions Front Sight may take in this  
 26 matter must be consistent with the limitations set forth in the Court’s June 30, 2020  
 27 Order.

28 **IT IS ALSO ORDERED** that pursuant to the Court’s June 30, 2020 Order,  
 Front Sight is not entitled to request that third parties, including but not limited to Ms.  
 Williams and Mr. Devine, produce documents in violation of the Court’s June 30,  
 2020 Order.

17 See, Dkt. 533.

18 See, Dkt. 536, 590.

19 Dkt. 536 p.12 ln 9-14.

20 See, Dkt. 590.

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1                   Based on the foregoing, the Court **HEREBY ORDERS** that Front Sight issue  
2                   new subpoenas to Ms. Williams and Mr. Devine, consistent with the limitations of the  
3                   Court’s June 30, 2020 Order.<sup>21</sup>

3 **C. Ignoring the Court’s Rulings, the Borrower Parties Again Try to Subpoena Irrelevant**  
4 **Information**

5                   Despite the initial June 30, 2020 Protective Order and Borrower Parties already failed attempt  
6                   to circumvent the Court’s Order *via* their quashed Subpoenas to Ms. Williams and Mr. Devine,  
7                   Borrower Parties again brazenly seek this same confidential and disallowed information from the  
8                   Immigrant Investor Agents 1-4.<sup>22</sup> The entered July 6, 2020 Protective Order remains effective  
9                   today.<sup>23</sup>

10                   Borrower Parties’ current Subpoenas, as drafted, necessarily seek information regarding the  
11                   Immigrant Investors’ identities and investment information that is not germane to the claims and  
12                   defenses in this case and has already been protected from disclosure in the July 6, 2020 Protective  
13                   Order, and confirmed in the January 25, 2021 Protective Order, instead of the requisite specifically  
14                   tailored Requests to discover the nature, history, and extent of the EB5 Parties’ prior relationship  
15                   with the Foreign Placement Consultants, as allowed by the Court.<sup>24</sup>

16                   Significantly, Lender Parties only possess the documents that led to the creation of the subject  
17                   subpoenas because of their continued and systematic bad faith litigation tactics and purposeful  
18                   trickery. Specifically, on February 11, 2021, Plaintiff filed the Motion to (1) De-Designate documents  
19                   Disclosed by Defendants and Marked as “Outside Counsel Eyes Only” Pursuant to Protective Order;  
20                   (2) Compel Defendants to Provide Unredacted Documents, and (3) For a Declaration that the “Outside  
21                   Counsel Eyes Only” Designation Does Not Apply to the NES documents (“Motion to De-Designate”).<sup>25</sup>

22 \_\_\_\_\_

23 <sup>21</sup> *Id.*

24 <sup>22</sup> *See, Ex.’s A- D* in conjunction with *Ex.’s G and H.*

25 <sup>23</sup> Through a series of motions Borrower Parties were able to obtain unredacted copies of documents identifying, among  
26 other confidential information, the identity of the Immigrant Investor Agent information through trickery. *See, Dkt. 463,*  
27 *594, 599, 603, 607 - 609, 626, 628, 629, 633, 635 - 651, 655, 666, 669 - 671, 674, 681, 687, 688, 690 - 692, 696 -704,*  
28 *710.* Lender Parties do not deem any privilege as to these issues waived via this forcibly divulged  
information/documentation.

<sup>24</sup> *See, Ex.’s A-D; see also, Dkt.463 and 590.*

<sup>25</sup> *See, Dkt. 594 (emphasis added).*

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1 The Motion to De-Designate is premised upon the false allegation that Lender Parties improperly  
2 designated documents as OCEO and redacted large portions of documents without any explanation.<sup>26</sup>

3 Unfortunately, Lender Parties’ then lead counsel simply believed the representation that  
4 Borrower Parties never received an explanation of the individual redactions and failed to determine if  
5 this representation was accurate. This led to the numerous filings and tens of thousands of dollars of  
6 unnecessary attorneys’ fees incurred by both parties and resulted in the Lender Parties being forced to  
7 produce unredacted privileged documents.<sup>27</sup>

8 As it turns out, on January 22, 2021, Borrower Parties then lead counsel, Bailey Kennedy,  
9 served: (i) a 681-page redaction log (“Redaction Log”) explaining every redaction; and (ii) a twenty-  
10 five-page amended privilege log (“Amended Privilege Log”).<sup>28</sup> These redactions were based upon the  
11 Court’s ruling from Court’s June 30, 2020 Findings of Fact, Conclusions of Law and Order (“June 30<sup>th</sup>  
12 Protective Order”). The information redacted was protected by the June 30<sup>th</sup> Protective Order.<sup>29</sup>

13 Despite the competing Orders, and despite Lender Parties’ justified fear that Borrower Parties  
14 would use the judicially deemed confidential and undiscoverable information inappropriately,  
15 Lender Parties produced the unredacted documents.<sup>30</sup> As expected, on or about December 10, 2021,  
16 Lender Parties’ counsel received an email from Borrower Parties’ counsel that confirmed Borrower  
17 Parties’ intent to subpoena several of the Immigrant Investor Agents for deposition. Said subpoenas  
18 would also include document requests.<sup>31</sup>

19 Importantly, Front Sight knew at the time that the email was prepared, and presumably when  
20 the formal Notices of Intent were drafted and served, that Lender Parties would object to all requests.  
21 Presumably, that is why counsel carefully phrased his email and included legal argument.<sup>32</sup> On  
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<sup>26</sup> See, *Id.*  
<sup>27</sup> See, Dkt. 669.  
<sup>28</sup> See, Dkt. 718, 719.  
<sup>29</sup> See, Dkt. 463, 719.  
<sup>30</sup> See, Lovelock Dec. at ln. 5.  
<sup>31</sup> See, *Id.* at ln 6.  
<sup>32</sup> See, *Id.* at ln. 7.

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1 December 21, 2021, Plaintiff served the subject Notices of Intent to Issue Subpoena and Documents  
2 for a total of four of these agents.<sup>33</sup>

3 **D. Objection and Meet and Confer**

4 As detailed in the formal Objections to each subpoena that were served upon Borrower Parties  
5 on or about December 28, 2021, Lender Parties review and analysis of said subpoenas revealed, as  
6 anticipated, that bulk of Borrower Parties’ document requests are inappropriate.<sup>34</sup> Additionally, the  
7 Borrower Parties’ continued intent to harass Borrower Parties and their business associates is  
8 transparent here; Borrower Parties did NOT receive any funds from ANY of the clients of the  
9 Immigrant Investor Agents to whom these subpoenas are directed.<sup>35</sup>

10 As such, on January 3, 2022 Lender Parties’ counsel had a meet and confer conversation about  
11 the Notices of Intent with Borrower Parties’ counsel.<sup>36</sup> At that time, counsel stated that his clients,  
12 Borrower Parties, understood that the parties had a fundamentally different opinion as to the scope  
13 and breath of the June 30 2020 Protective Order.<sup>37</sup> He then confirmed that Borrower Parties’ position  
14 is, despite their failed attempt to “correct” the clearly limited discovery scope and failure to move to  
15 set aside the June 30 2020 Protective Order, that the Court had somehow “backed off” said Order.<sup>38</sup>

16 Borrower Parties continued conscious disregard of this Court’s long-standing and confirmed  
17 June 30, 2020 Protective Order should not be tolerated. Thus, the Lender Parties have been forced  
18  
19

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20 <sup>33</sup> **Ex.’s A-D.**

21 <sup>34</sup> True and correct copies of Lender Parties’ Objections to Defendant/Counterclaimants’ Objections To Plaintiff’s Notice  
22 Of Intent To Issue Subpoena For Deposition And Production Of Documents To Immigrant Investor Agent #1, Lender  
23 Parties’ Objections to Defendant/Counterclaimants’ Objections To Plaintiff’s Notice Of Intent To Issue Subpoena For  
24 Deposition And Production Of Documents To Immigrant Investor Agent #2, Lender Parties’ Objections to  
25 Defendant/Counterclaimants’ Objections To Plaintiff’s Notice Of Intent To Issue Subpoena For Deposition And  
26 Production Of Documents To Immigrant Investor Agent #3, and Lender Parties’ Objections to  
27 Defendant/Counterclaimants’ Objections To Plaintiff’s Notice Of Intent To Issue Subpoena For Deposition And  
28 Production Of Documents To Immigrant Investor Agent #4 are attached hereto as **Exhibits I-L**, consecutively, and are  
incorporated herein buy this reference.

<sup>35</sup> See, Dziubla Dec. at 7 and 8.

<sup>36</sup> See, Lovelock Declaration at 13.

<sup>37</sup> See, *Id.*

<sup>38</sup> See, *Id.* at 14-16.

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1 to bring this Motion to ensure that Borrower Parties comply with the June 30, 2020 Protective Order  
2 both in their document requests and deposition questioning.

3 **III.**

4 **THIS COURT HAS ALREADY DEEMED THE BULK OF THE INFORMATION SOUGHT**  
5 **IN THE SUBPOENAS NOT DISCOVERABLE; A PROTECTIVE ORDER IS WARRANTED**

6 **A. Applicable Legal Standards.**

7 A protective order is used to protect a party or person from annoyance, embarrassment,  
8 oppression, or undue burden or expense, including but not limited to, preventing disclosure of trade  
9 secrets and other confidential information.

10 As amended, NRCP 26(b)(1) requires that discovery seek information “relevant to any party's  
11 claims or defenses and proportional needs of the case,” departing from the past scope of “relevant to  
12 the subject matter involved in the pending action.” “A trial judge must be afforded reasonable  
13 discretion in controlling the conduct of pretrial discovery.”<sup>39</sup> “Without reasonable judicial control,  
14 the instruments of discovery are susceptible to abuse and may be utilized for purposes of delay,  
15 annoyance and harassment.”<sup>40</sup>

16 NRCP 26(c) provides trial courts with the authority, “for good cause shown,” to “make any  
17 order which justice requires to protect a party or person from annoyance, embarrassment, oppression,  
18 or undue burden or expense.” A court may issue a protective order “that certain matters not be  
19 inquired into, or that the scope of the discovery be limited to certain matters.”<sup>41</sup>

20 Pursuant to NRCP 37(a)(5), should the Court grant the Motion for Protective Order, “the  
21 court must, after giving an opportunity to be heard, require the party or deponent whose conduct  
22 necessitated the motion, the party or attorney advising that conduct, or both to pay the movant’s  
23 reasonable expenses incurred in making the motion, including attorney fees.”

24 NRCP 45 governs the issuing and objections to subpoenas. Thereunder, the party serving the  
25 subpoena has an obligation to provide all other parties in the matter with a Notice of Intent to serve

26 \_\_\_\_\_  
27 <sup>39</sup> *Jones v. Bank of Nevada*, 91 Nev. 368, 370, 535 P.2d 1279, 1280 (1975).  
28 <sup>40</sup> *Id.* (internal citation omitted).  
<sup>41</sup> *Id.*

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1 said subpoena along with a copy of the subject subpoena.<sup>42</sup> Any party objecting to the subpoena  
2 must serve written objections to the subpoena and file a motion for a protective order within 7 days  
3 of receipt of the Notice of Intent.<sup>43</sup> Once filed, the subpoena may not issue until the motion is  
4 addressed by the Court or it is amended to comply with the opposing party’s objections.<sup>44</sup>

5 **B. A Protective Order is Necessary to Enforce this Court’s Valid July 2020 Protective**  
6 **Order and the Disclosure of LVDF’s Confidential, Private and Trade Secret**  
7 **Information.**

8 Despite this Court’s specific abolition of the same, Borrower Parties once again seek various  
9 material that will necessarily divulge the already-protected information as to the Immigrant  
10 Investors’ identities and investment information that are, per the law of this case, not germane to the  
11 claims and defenses<sup>45</sup>.

12 Again, this Court has already specifically found that “[T]he foreign immigrant investors who  
13 subscribed to the offering are investors in LVD Fund; they are not investors in Front Sight. The  
14 Investors’ identities and investment information are not germane to the claims and defenses in this  
15 case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will not allow discovery as to the  
16 Investors.”<sup>46</sup>

17 The following are a few examples of such inappropriate requests and the reasons supporting  
18 a protective order:

19 **Request No. #1:** This Request that seeks ALL communications between IIA#4 and  
20 Robert Dziubla regarding the Front Sight Project, as drafted, necessarily seeks  
21 information regarding the Investors’ identities and investment information that is not  
22 germane to the claims and defenses in this case and has already been protected from  
disclosure in the July 6, 2020 Protective Order.<sup>47</sup> It is highly likely that this  
information will be included within said communications. This Request does not  
specifically seek information tailored to discover the nature, history, and extent of the

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24 <sup>42</sup> See, NRCP 45(a)(4)(A).  
25 <sup>43</sup> See, NRCP 45(a)(4)(B)(i) and (ii). Lender Parties’ Objections were filed within the statutory timeline. The instant  
Motion was filed after the seven days by agreement of counsel. See, Lovelock Dec. at ln 11.  
26 <sup>44</sup> See, NRCP 45(a)(4)(B)(iv).  
27 <sup>45</sup> See, Dkt. 463, 590; Ex.’s A-D; I-L.  
28 <sup>46</sup> See, Dkt. 463; confirmed by Dkt. 590.  
<sup>47</sup> See, Dkt.463.

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1 EB5 Parties’ prior relationship with the Foreign Placement Consultants, as allowed  
2 by the Court.<sup>48</sup> Instead, it seeks personal, confidential information of non-parties,  
3 many of whom will have no connection to any party in this litigation. IIA#4 is not at  
4 liberty to disclose information related to Lender Parties’ and/or IIA#4’s  
5 customers/clients who have not authorized said disclosures. Doing so would open  
6 both Lender Parties’ and/or IIA#4 up to claims by their clients/customers for release  
7 of said personal information. This Request is also overbroad in timeframe and scope,  
8 seeks irrelevant information and is not proportional to the parties’ claims and/or  
9 defenses. Further, the phrase “related to” is undefined, overbroad and may seek  
10 confidential and/or proprietary information, and information protected by attorney-  
11 client privilege and/or attorney work product.

12 **Request No. 7:** This Request for all documents related to the Front Sight Project, as  
13 drafted, necessarily seeks information regarding the Investors’ identities and  
14 investment information that is not germane to the claims and defenses in this case and  
15 has already been protected from disclosure in the July 6, 2020 Protective Order.<sup>49</sup> It  
16 is highly likely that this information will be included within said documents. This  
17 Request does not specifically seek information tailored to discover the nature, history,  
18 and extent of the EB5 Parties’ prior relationship with the Foreign Placement  
19 Consultants, as allowed by the Court.<sup>50</sup> Instead, it seeks personal, confidential  
20 information of non-parties, many of whom will have no connection to any party in  
21 this litigation. IIA#4 is not at liberty to disclose information related to Lender Parties’  
22 and/or IIA#4’s customers/clients who have not authorized said disclosures. Doing so  
23 would open both Lender Parties’ and/or IIA#4 up to claims by their clients/customers  
24 for release of said personal information. This Request is also overbroad in timeframe  
25 and scope, seeks irrelevant information and is not proportional to the parties’ claims  
26 and/or defenses. Further, the phrases “any and all” and “related to” are undefined,  
27 overbroad and may seek confidential and/or proprietary information, and information  
28 protected by attorney-client privilege and/or attorney work product.

**Request No. 9:** This Request, that seeks ALL communications related to any contact  
with even potential EB-5 immigrant investors and their agents for the Front Sight  
Project, as drafted, necessarily seeks information regarding the Investors’ identities  
and investment information that is not germane to the claims and defenses in this case  
and has already been protected from disclosure in the July 6, 2020 Protective Order.<sup>51</sup>  
This Request does not specifically seek information tailored to discover the nature,  
history, and extent of the EB5 Parties’ prior relationship with the Foreign Placement  
Consultants, as allowed by the Court.<sup>52</sup> Instead, it seeks personal, confidential  
information of non-parties who may have no affiliation whatsoever with the Front  
Sight Project or any party in this action. IIA#4 is not at liberty to disclose information  
related to Lender Parties’ and/or IIA#4’s customers/clients who have not authorized  
said disclosures. Doing so would open both Lender Parties’ and/or IIA#4 up to claims  
by their clients/customers for release of said personal information. This Request is  
also overbroad in timeframe and scope, seeks irrelevant information regarding even  
prospective investors, and is not proportional to the parties’ claims and/or defenses.

25 <sup>48</sup> See, *Id.*

26 <sup>49</sup> *Id.*

27 <sup>50</sup> *Id.*

28 <sup>51</sup> *Id.*

<sup>52</sup> *Id.*



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1 Further, the phrase “related to” is undefined, overbroad and may seek confidential  
2 and/or proprietary information, and information protected by attorney-client privilege  
and/or attorney work product.

3 **Request No. 19:** This Request that seeks ALL communications and/or documents  
4 between IIA#4 and EB Impact Advisors, LLC regarding any project not related to the  
5 Front Sight Project that was anticipated to use EB-5 funds and/or for which IIA#4  
6 sought to be retained to raise EB-5 funds, as drafted, necessarily seeks information  
7 regarding the Investors’ identities and investment information that is not germane to  
8 the claims and defenses in this case and has already been protected from disclosure in  
9 the July 6, 2020 Protective Order.<sup>53</sup> It is highly likely that this information will be  
10 included within said communications. This Request does not specifically seek  
11 information tailored to discover the nature, history, and extent of the EB5 Parties’  
12 prior relationship with the Foreign Placement Consultants, as allowed by the Court.<sup>54</sup>  
13 Instead, due to its overbreadth, it seeks personal, confidential information of non-  
parties who, by the very language of the Request, most likely have no affiliation with  
the Front Sight Project or the parties to the litigation. IIA#4 is not at liberty to disclose  
information related to Lender Parties’ and/or IIA#4’s customers/clients who have not  
authorized said disclosures. Doing so would open both Lender Parties’ and/or IIA#4  
up to claims by their clients/customers for release of said personal information. This  
Request also seeks irrelevant information and is not proportional to the parties’ claims  
and/or defenses. Further, the phrases “regarding” and “project” are undefined,  
overbroad and may seek confidential and/or proprietary information, and information  
protected by attorney-client privilege and/or attorney work product.

14 **Request No. 25:** This Request, that seeks ALL documents that demonstrate how, and  
15 how much IIA#4 was compensated in any way related to the Front Sight Project, as  
16 drafted, necessarily seeks information regarding the Investors’ identities and  
17 investment information that is not germane to the claims and defenses in this case and  
18 has already been protected from disclosure in the July 6, 2020 Protective Order.<sup>55</sup> This  
19 Request does not specifically seek information tailored to discover the nature, history,  
and extent of the EB5 Parties’ prior relationship with the Foreign Placement  
Consultants, as allowed by the Court.<sup>56</sup> Instead, it seeks personal, confidential  
information of this non-party. IIA#4 should not be forced to disclose its confidential  
business and pricing information. Such documentation is irrelevant to his experience  
or prior relationship with Lender Parties.

20 Any response to such requests would necessarily require revealing the identity and financial details  
21 of the individual investors. A protective order should issue.<sup>57</sup>

22 \_\_\_\_\_

23 <sup>53</sup> *Id.*

24 <sup>54</sup> *Id.*

25 <sup>55</sup> *Id.*

26 <sup>56</sup> *Id.*

27 <sup>57</sup> Although the bulk of this Motion addresses Borrower Parties’ subpoena *duces tecum* and the requests contained  
28 therein, the Subpoenas also call for the depositions of the Immigrant Investor Agents #1-4. The Lender Parties  
anticipate that Borrower Parties intend to cover the same ground as the requests in their depositions of the third party  
witnesses. Therefore, any order entered by this Court should extend to the Immigrant investor Agents’ deposition  
testimony as well.



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1           **1) The Information Sought Is Not Admissible Nor Is It Proportional to the Needs**  
2           **of the Case.**

3           Borrower Parties’ subpoenas knowingly seek the disclosure of inadmissible evidence and are  
4 clearly disproportionate to the needs of the case.<sup>58</sup> Again, the agents’ and investor names and  
5 financial information is not relevant to any claim or defense; this Court already prohibited Borrower  
6 parties from seeking such information.<sup>59</sup>

7           This matter is set for trial in a few months and discovery is closing in February 2022. Yet,  
8 Borrower Parties are now continuing their scorched earth discovery tactics by seeking to propound  
9 subpoenas requesting 27 categories of documents from non-party Immigrant Investor Agents whose  
10 clients HAVE NOT INVESTED ANY funds into Borrower Parties and seeking their depositions.  
11 Indeed, as this Court is keenly aware, Borrower Parties have already undertaken extensive discovery  
12 as to all parties and have propounded literally hundreds of document requests upon Lender Parties  
13 already. Quite simply, Borrower Parties are still in a frantic search to locate evidence to support their  
14 trumped-up fraud claims. In actuality, however, this is an exercise in futility because such evidence  
15 does not exist because no fraud was involved on the Lender Parties’ part.

16           If Borrower Parties truly needed information that may only be found in the possession or  
17 control of the nonparty Immigrant Investor Agents, they would have (and could have) issued  
18 subpoenas that are narrowly tailored in scope and conform to this Court’s mandate.<sup>60</sup> Particularly,  
19 such requests will seek documents related to the nature, history, and extent of the EB5 Parties’ prior  
20 relationship with the Immigrant Investor Agents.<sup>61</sup>

21           Accordingly, this Court should grant the requested Protective Order.

22           ///

25 \_\_\_\_\_  
26 <sup>58</sup> See, Ex’s A-D, I-L.

27 <sup>59</sup> See, Dkt.463.

28 <sup>60</sup> Id.

<sup>61</sup> Id.

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1           **2) The Discovery Requests Are Intended To Harass, Annoy, Embarrass And/or**  
2           **Oppress Defendants Or To Cause Defendants Undue Burden or Expense.**

3           Clearly, Borrower Parties’ intent regarding these subpoenas was not honorable. They were  
4 already keenly aware that the documents sought were disallowed from discovery by this Court.<sup>62</sup>  
5 Because the business relationship between Lender Parties and their Placement Consultants and  
6 Investors constitutes a protected trade secret, is not relevant to any claims and defenses, and is  
7 confidential, the requests appear to be made for no other reason but to invade the reasonable  
8 expectation of the Placement Consultants and Investors and to harass, annoy, and embarrass them  
9 (and Lender Parties).

10           Lender Parties have already demonstrated their intent to unabashedly harass the Lender  
11 Parties and their business associates by, among other acts, instigating a bogus criminal action against  
12 Mr. Dziubla in Nye County, Nevada<sup>63</sup>; propounding overreaching written discovery requests  
13 pursuing confidential information as to Lender Parties’ Immigrant Investor’s personal information<sup>64</sup>;  
14 and tricking this Court into compelling Lender Parties to divulge unredacted confidential documents  
15 to Borrower Parties<sup>65</sup>; these discovery requests should be viewed as nothing more than an attempt to  
16 continue those efforts. Lender Parties are justifiably concerned that if the Immigrant Investor Agents  
17 #1- #4 are forced to provide complete responses to these subpoena requests (notwithstanding the fact  
18 they seek protected trade secrets and confidential information), Ignatius Piazza would use the  
19 investor contact and personal information to further prejudice Lender Parties and their ongoing  
20 relationship with their investors.

21           Therefore, because the requested information is confidential and of no value to the present  
22 litigation, and Borrower Parties have already continuously exhibited a history of using contact  
23

24 \_\_\_\_\_  
25 <sup>62</sup> See, Dkt. 463, Ex.’s A-D, I-L.

26 <sup>63</sup> Said charges were swiftly dropped.

27 <sup>64</sup> See, Dkt. 371, 397, and 463.

28 <sup>65</sup> See, Dkt. 463, 594, 599, 603, 607 - 609, 626, 628, 629, 633, 635 - 651, 655, 666, 669 - 671, 674, 681, 687, 688, 690 - 692, 696 -704, 710.

1 information for agents to unfairly prejudice the Lender Parties, access to such information should  
2 again be denied.

3 **IV.**

4 **CONCLUSION**

5 For the reasons set forth above, this Court should issue an Order enforcing its June 30, 2020  
6 Protective Order and confirming that Borrower Parties are not entitled to, and must not seek to obtain,  
7 information or documents from the Immigrant Investor Agents #1- #4, including Investor names,  
8 contact information, bank account information, or any such identifying information of any Immigrant  
9 Investor, including, but not limited to, the terms or existence of any Investor’s contract. The scope  
10 of any deposition of Immigrant Investor Agent #1- #4 should be narrowly tailored and limited to  
11 information specifically regarding the nature, history, and extent of the EB5 Parties’ prior  
12 relationship with said Immigrant Investor Agents.

13 DATED this 5<sup>th</sup> day of January 2022.

14 /s/ Nicole E. Lovelock, Esq.  
15 \_\_\_\_\_  
16 Nicole E. Lovelock, Esq.  
17 Nevada Bar No. 11187  
18 Sue Trazig Cavaco, Esq.  
19 Nevada State Bar No. 6150  
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24 ///  
25 ///  
26 ///

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**CERTIFICATE OF SERVICE**

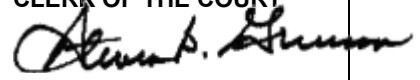
1  
2 The undersigned hereby certifies that on the 5<sup>th</sup> day of January 2022, a true and correct copy of  
3 the foregoing **DEFENDANT/COUNTERCLAIMANTS’ MOTION FOR PROTECTIVE**  
4 **ORDER RE: SUBPOENAS FOR DEPOSITION AND PRODUCTION OF DOCUMENTS**  
5 **TO IMMIGRANT INVESTOR AGENT #1, IMMIGRANT INVESTOR AGENT #2,**  
6 **IMMIGRANT INVESTOR AGENT #3, AND IMMIGRANT INVESTOR AGENT #4** was  
7 served by electronically submitting with the Clerk of the Court using electronic system and serving all  
8 parties with an email on record.

9  
10 /s/ Julie Linton  
An employee of JONES LOVELOCK

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# EXHIBIT 8

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1/25/2021 4:48 PM  
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17 DZIUBLA; JON FLEMING; and LINDA  
STANWOOD

DISTRICT COURT  
CLARK COUNTY, NEVADA

20 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

23 vs.

24 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

Defendants.

27 AND ALL RELATED COUNTERCLAIMS.

Case No. A-18-781084-B  
Dept. No. XVI

**ORDER GRANTING THE EB5  
PARTIES' MOTION FOR  
PROTECTIVE ORDER REGARDING  
SUBPOENAS TO SIMONE WILLIAMS  
AND ETHAN DEVINE AND DENYING  
FRONT SIGHT MANAGEMENT, LLC'S  
COUNTERMOTION TO CORRECT  
THE JUNE 30, 2020 ORDER GRANTING  
IN PART AND DENYING IN PART  
MOTION FOR PROTECTIVE ORDER  
OR FROM RELIEF FROM THAT SAME  
ORDER**

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1           **ORDER GRANTING THE EB5 PARTIES’ MOTION FOR PROTECTIVE ORDER**  
2           **REGARDING SUBPOENAS TO SIMONE WILLIAMS AND ETHAN DEVINE AND**  
3           **DENYING FRONT SIGHT MANAGEMENT, LLC’S COUNTERMOTION TO CORRECT**  
4           **THE JUNE 30, 2020 ORDER GRANTING IN PART AND DENYING IN PART MOTION**  
5           **FOR PROTECTIVE ORDER OR FROM RELIEF FROM THAT SAME ORDER**

6           This matter came before the Court on December 2, 2020, at 9:00 a.m. on the EB5 Parties’  
7           Motion for Protective Order Regarding Subpoenas to Simone Williams and Ethan Devine (the  
8           “Motion”) and on Front Sight’s Countermotion to Correct the June 30, 2020 Order Granting in Part  
9           and Denying in Part Motion for Protective Order or for Relief from that Same Order “the  
10          Countermotion”). John P. Aldrich appeared on behalf of Plaintiff/Counterdefendants and Andrea M.  
11          Champion appeared on behalf of Defendants/Counterclaimant, the Court having reviewed the  
12          pleadings on file herein, having heard oral argument by the parties, and good cause appearing  
13          therefor,

14          **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion for Protective Order is  
15          **GRANTED.** Pursuant to the Court’s June 30, 2020 Findings of Fact and Conclusions of Law and  
16          Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order Regarding  
17          Discovery of Consultants’ and Individual Investors’ Confidential Information (the “June 30, 2020  
18          Order”), the Court has already found that only limited information concerning the Foreign Placement  
19          Consultants is relevant to Front Sight’s fraud claims—specifically, that only the nature, history, and  
20          extent of the EB5 Parties’ prior relationships with the Foreign Placement Consultants is relevant to  
21          Front Sight’s claims—and that information about the EB-5 Investors’ and potential investors  
22          (including their identities and investment information) are not germane to the claims and defenses in  
23          this case and therefore not subject to discovery. The Court’s June 30, 2020 Order stands.  
24          Accordingly, while Front Sight is entitled to depose third parties, including but not limited to Ms.  
25          Williams and Mr. Devine, any depositions Front Sight may take in this matter must be consistent  
26          with the limitations set forth in the Court’s June 30, 2020 Order.

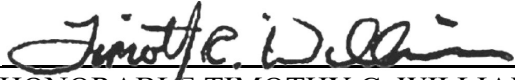
27          **IT IS ALSO ORDERED** that pursuant to the Court’s June 30, 2020 Order, Front Sight is  
28          not entitled to request that third parties, including but not limited to Ms. Williams and Mr. Devine,  
produce documents in violation of the Court’s June 30, 2020 Order.

1 Based on the foregoing, the Court **HEREBY ORDERS** that Front Sight issue new  
2 subpoenas to Ms. Williams and Mr. Devine, consistent with the limitations of the Court’s June 30,  
3 2020 Order.

4 **IT IS ALSO ORDERED** that Front Sight’s Counter-motion to Correct the June 30, 2020  
5 Order or alternatively requesting relief from the June 30, 2020 Order is **DENIED**.

6 **IT IS SO ORDERED.**

7 25th  
8 Dated this 21<sup>st</sup> day of January, 2021.

9   
10 HONORABLE TIMOTHY C. WILLIAMS  
11 DISTRICT COURT JUDGE zj

12 Respectfully submitted by:

13 **BAILEY KENNEDY, LLP**

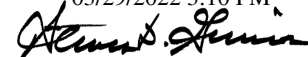
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LINDA STANWOOD

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# EXHIBIT 9



CLERK OF THE COURT

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16 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 FRONT SIGHT MANAGEMENT LLC, a  
20 Nevada Limited Liability Company,

21 Plaintiff,  
22 vs.

23 LAS VEGAS DEVELOPMENT FUND LLC,  
24 a Nevada Limited Liability Company; et al.,

25 Defendants.

26 AND ALL RELATED COUNTERCLAIMS

CASE NO.: A-18-781084-B  
DEPT NO.: XVI

**ORDER GRANTING DEFENDANT/  
COUNTERCLAIMANTS' MOTION FOR  
PROTECTIVE ORDER RE: SUBPOENAS  
FOR DEPOSITION AND PRODUCTION  
OF DOCUMENTS TO IMMIGRANT  
INVESTOR AGENT #1, IMMIGRANT  
INVESTOR AGENT #2, IMMIGRANT  
INVESTOR AGENT #3, AND IMMIGRANT  
INVESTOR AGENT #4**

27 This matter having come before the Court on March 11, 2022 at 9:30 a.m. on  
28 Defendant/Counterclaimants' Motion For Protective Order Re: Subpoenas for Deposition and

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1 Production of Documents to Immigrant Investor Agent #1, Immigrant Investor Agent #2, Immigrant  
2 Investor Agent #3, and Immigrant Investor Agent #4 (the “Motion”), with John P. Aldrich, Esq.  
3 appearing on behalf of Plaintiff/Counterdefendant Front Sight Management LLC and Andrea M.  
4 Champion, Esq. and Nicole E. Lovelock, Esq. appearing on behalf of Defendants/Counterclaimants  
5 Las Vegas Development Fund, LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact  
6 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood (collectively, “EB5 Parties”),  
7 the Court having reviewed the pleadings on file herein, having heard oral argument by the parties,  
8 and for good cause appearing therefor,

9 **IT IS HEREBY ORDERED** that Defendants/Counterclaimants’ Motion is **GRANTED** in  
10 its entirety. Pursuant to the Court’s June 30, 2020 Findings of Fact and Conclusions of Law and  
11 Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order Regarding  
12 Discovery of Consultants’ and Individual Investors’ Confidential Information (the “June 30, 2020  
13 Order”), the Court has already found that only limited information concerning the Foreign Placement  
14 Consultants is relevant to Front Sight’s fraud claims—specifically, that only the nature, history, and  
15 extent of the EB5 Parties’ prior relationships with the Foreign Placement Consultants is relevant to  
16 Front Sight’s claims—and that information about the EB-5 Investors’ and potential investors  
17 (including their identities and investment information) are not germane to the claims and defenses in  
18 this case and therefore not subject to discovery. The Court’s June 30, 2020 Order stands.

19 **IT IS ALSO ORDERED** that the Court’s January 25, 2021 Order Granting the EB5 Parties’  
20 Motion for Protective Order Regarding Subpoenas to Simone Williams and Ethan Devine and  
21 Denying Front Sight Management, LLC’s Countermotion to Correct the June 30, 2020 Order  
22 Granting in Part and Denying in Part Motion for Protective Order or Relief From That Same Order  
23 (the “January 25, 2021 Order”) stands.

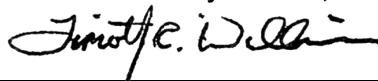
24 **IT IS ALSO ORDERED** that pursuant to the June 30, 2020 Order and the January 25, 2021  
25 Order, Front Sight is entitled to depose third parties, including but not limited to, Immigrant Investor  
26 Agent #1, Immigrant Investor Agent # 2, Immigrant Investor Agent # 3, and Immigrant Investor  
27 Agent #4, but that any depositions Front Sight may take in this matter must be consistent with the  
28 limitations set forth in the Court’s June 30, 2020 Order and the January 25, 2021 Order.

1 **IT IS ALSO ORDERED** that pursuant to the Court’s June 30, 2020 Order and the January  
2 25, 2021 Order, Front Sight is not entitled to request that third parties, including but not limited to,  
3 Immigrant Investor Agent #1, Immigrant Investor Agent # 2, Immigrant Investor Agent # 3, and  
4 Immigrant Investor Agent #4, produce documents in violation of the Court’s June 30, 2020 Order.

5 Based on the foregoing, the Court **HEREBY ORDERS** that Front Sight issue new subpoenas  
6 to Immigrant Investor Agent #1, Immigrant Investor Agent # 2, Immigrant Investor Agent # 3, and  
7 Immigrant Investor Agent #4, consistent with the limitations of the Court’s June 30, 2020 Order and  
8 the January 25, 2021 Order.

9 **IT IS SO ORDERED.**

Dated this 29th day of March, 2022



MH

**E08 9C4 ECBE 3B0D**

**Timothy C. Williams**  
Approved as to form and content:  
**District Court Judge**

10  
11  
12 Respectfully submitted by:

13 **JONES LOVELOCK**

**ALDRICH LAW FIRM, LTD.**

14 /s/ Andrea M. Champion, Esq.  
15 Nicole E. Lovelock, Esq.  
16 Nevada State Bar No. 11187  
17 Sue Trazig Cavaco, Esq.  
18 Nevada State Bar No. 6150  
19 Andrea M. Champion, Esq.  
20 Nevada State Bar No. 13461  
21 6600 Amelia Earhart Court, Suite C  
22 Las Vegas, Nevada 89119

/s/ John P. Aldrich, Esq.  
John P. Aldrich, Esq.  
Nevada State Bar No. 6877  
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Las Vegas, Nevada 89117

*Attorneys for Plaintiff/Counterdefendants*

*Attorneys for Defendants/Counterclaimant*

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

**From:** [John Aldrich](#)  
**To:** [Andrea Champion](#); [Traci Bixenmann](#)  
**Cc:** [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Julie Linton](#); [Lorie Januskevicius](#)  
**Subject:** RE: FSM v. LVDF - Order on Motion for Protective Order re Immigrant Investor Agents  
**Date:** Monday, March 28, 2022 4:28:13 PM  
**Attachments:** [image001.png](#)

---

Andi,

You may affix my e-signature to your proposed order.

John P. Aldrich, Esq.  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Friday, March 11, 2022 1:19 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>  
**Subject:** FSM v. LVDF - Order on Motion for Protective Order re Immigrant Investor Agents

John,

Attached is the proposed order on the motion for protective order that was heard today. Please provide any proposed revisions you may have or confirm that we may affix your e-signature to the order as drafted.

Thanks,  
Andi

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Front Sight Management LLC,  
7 Plaintiff(s)

CASE NO: A-18-781084-B

8 vs.

DEPT. NO. Department 16

9 Las Vegas Development Fund  
10 LLC, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 3/29/2022

16	Traci Bixenmann	traci@johnaldrichlawfirm.com
17	Nicole Lovelock	nlovelock@joneslovelock.com
18	Kathryn Holbert	kholbert@farmercase.com
19	Lorie Januskevicius	ljanuskevicius@joneslovelock.com
20	Keith Greer	keith.greer@greerlaw.biz
21	Dianne Lyman	dianne.lyman@greerlaw.biz
22	John Aldrich	jaldrich@johnaldrichlawfirm.com
23	Mona Gantos	mona.gantos@greerlaw.biz
24	Stephen Davis	sdavis@joneslovelock.com
25	Kenneth Hogan	ken@h2legal.com

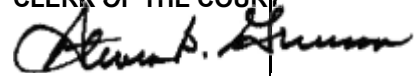
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Jeffrey Hulet	jeff@h2legal.com
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Andrea Champion	achampion@joneslovelock.com

# EXHIBIT 10





**OPPM**

John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
Jamie S. Hendrickson, Esq.  
Nevada Bar No. 12770

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Facsimile: (702) 227-1975

*Attorneys for Plaintiff/Counterdefendants*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

Defendants.

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.  
\_\_\_\_\_

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**OPPOSITION TO DEFENDANTS’  
MOTION FOR PROTECTIVE  
ORDER REGARDING SUBPOENAS  
TO SIMONE WILLIAMS AND  
ETHAN DEVINE AND  
COUNTERMOTION TO CORRECT  
THE JUNE 30, 2020 ORDER  
GRANTING IN PART AND  
DENYING IN PART MOTION FOR  
PROTECTIVE ORDER OR FOR  
RELIEF FROM THAT SAME  
ORDER**

Plaintiff FRONT SIGHT MANAGEMENT LLC (“Plaintiff”) by and through its attorneys,  
John P. Aldrich, Esq., Catherine Hernandez, Esq., and Jamie S. Hendrickson, Esq., of the Aldrich  
Law Firm, Ltd., hereby opposes Defendants’ Motion for Protective Order Regarding Subpoenas  
to Simone Williams and Ethan Devine. Plaintiff further countermoves to amend the Order

1 Granting in Part and Denying in Part Motion for Protective Order entered on June 30, 2020 under  
2 NRCPP 60(a) or for relief from the same order under NRCPP 60(b).

3 This Opposition and Countermotion are made and based on the attached memorandum of  
4 points and authorities and supporting documentation, the papers and pleadings on file in this  
5 action, and any oral argument this Court may allow.

6 DATED this 2<sup>nd</sup> day of November, 2020.

7 **ALDRICH LAW FIRM, LTD.**

8 /s/ John P. Aldrich  
9 John P. Aldrich, Esq.  
10 Nevada Bar No. 6877  
11 Catherine Hernandez, Esq.  
12 Nevada Bar No. 8410  
13 Jamie S. Hendrickson, Esq.  
14 Nevada Bar No. 12770  
15 7866 West Sahara Avenue  
16 Las Vegas, NV 89117  
17 Tel (702) 853-5490  
18 Fax (702) 226-1975  
19 *Attorneys for Plaintiff/Counterdefendant*

20 **MEMORANDUM OF POINTS AND AUTHORITIES**

21 **I.**

22 **INTRODUCTION**

23 Defendants seek a protective order from this Court to modify and/or quash the subpoenas  
24 Plaintiff intends to issue to Simone Williams and Ethan Devine. Defendants' complete failure to  
hold a meet and confer as required by NRCPP 45(a)(4)(b) and NRCPP 26(c) **prohibits the Motion  
from even being heard**, and the Court should either strike it or deny it outright. In any event, if  
a meet and confer had been held as required, at least some of the issues now before the Court could  
have been resolved without Court intervention.

1 Defendants lump the subpoenas to Ms. Williams and Mr. Devine together. Respectfully,  
2 this is misplaced. Ms. Williams and Mr. Devine had different roles with Defendant EB5IC, the  
3 regional center. It is Front Sight's understanding that Ms. Williams was an agent that was working  
4 with Defendants to source investors. A contract between Ms. Williams' law firm, Williams Global  
5 PLLC and Defendant EB5IA has been produced in this litigation and is Bates numbered  
6 (EB5ICA)00169-00177. Ms. Williams was hired by Defendant EB5IC to market the Front Sight  
7 project to investors. Front Sight also believes Ms. Williams may have acted as counsel for  
8 investors as well. Contrarily, Ethan Devine was hired by Defendant EB5IC to market the Front  
9 Sight project, but he is not an attorney. Mr. Devine's contract with Defendant EB5IC has been  
10 produced in discovery and is Bates numbered Contracts(2)00037-00051. Mr. Devine was an  
11 employee of Defendant. (Opposition, p. 12.)

12 Defendants seek a protective order regarding both subpoenas on the basis that the  
13 information sought from Simone Williams and Ethan Devine should be designated as "Outside  
14 Counsel Eyes Only." However, as Front Sight has not yet served the subpoenas nor received a  
15 single document pursuant to the subpoenas, it is impossible to know if the documents provided  
16 would require such a designation. Upon receipt of the documents, Defendants can make such a  
17 designation under the confidentiality protective order, if the documents provided justify such a  
18 designation.<sup>1</sup> This is the only objection to documents that relates to both subpoenas.

19 Defendants further object to the subpoenas on the basis that they seek information outside  
20 of this Court's June 30, 2020 Order. The June 30, 2020 Order does not pertain to Mr. Devine in  
21 any way. He was not a placement agent for the immigrant investors. If the Court determines that  
22

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23  
24 <sup>1</sup> Defendants have thus far designated thousands of pages as "Outside Counsel Eyes Only," a designation that Plaintiff disputes in most instances.

1 the items listed in the subpoena to Ms. Williams need to be limited, Plaintiff is agreeable to sending  
2 a copy of the Court's June 30, 2020 Order (or any corrected order, if the countermotion is granted)  
3 with the Subpoenas to Simone Williams. Ms. Williams can then only send the documents that in  
4 her judgment meet with the limitations in Court Order (again, using correct process, including  
5 privilege logs, to do so). The information sought from Mr. Devine was proper.

6 Another objection of Defendants is that Plaintiff had previously stated that it would seek  
7 leave of the Court before issuing subpoenas to Foreign Placement Consultants and that Plaintiff  
8 has failed to abide by this.<sup>2</sup> This assertion is false. To the contrary, that is exactly what Plaintiff  
9 has done. Plaintiff has followed the procedure set forth in NRCP 45. Plaintiff issued a Notice of  
10 Intent to Subpoena Simone Williams. By rule, Defendants had seven (7) days to meet and confer,  
11 object in writing, and file a Motion for Protective Order related to those Subpoenas. Thus,  
12 Defendants have been provided with the opportunity to have issues related to the subpoena to Ms.  
13 Williams heard by the Court prior to the subpoenas being issued. Plaintiff followed NRCP 45;  
14 Defendants did not.

15 Defendants further argue that Plaintiff's subpoenas to Ethan Devine and Simone Williams  
16 also set depositions in person and that Defendants have concerns about conducting in person  
17 depositions at this time. This is a non-issue that could easily have been resolved through the  
18 required meet and confer (and in fact has since been resolved between counsel). If the depositions  
19 occur, Plaintiff intends to hold them via Zoom (or some other agreed-upon remote mechanism)  
20 and is more than agreeable to not hold in-person depositions.

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24 <sup>2</sup> Again, this objection does not apply to the subpoena to Mr. Devine, as he was not a placement agent.

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**II.**

**LEGAL ARGUMENT**

**A. DEFENDANTS’ MOTION FOR PROTECTIVE ORDER SHOULD BE STRICKEN OR DENIED OUTRIGHT, WITHOUT THE COURT EVEN CONSIDERING IT, AS DEFENDANTS FAILED TO MEET AND CONFER AS REQUIRED BY VARIOUS COURT RULES**

Defendants’ Motion for Protective Order should be stricken or denied outright, without the Court even considering it, because Defendants failed to conduct a meet and confer between the parties’ counsel prior to filing the motion. NRCPC 45(a)(4)(B)(v) provides: “The objections and motion practice are subject to the provisions of Rules 26(c). . . .” NRCPC 45(a)(4)(B)(v). Accordingly, NRCPC 26(c)(1) provides in pertinent part,

A party or any person from whom discovery is sought may move for a protective order in the court where the action is pending – or as an alternative on matters relating to an out-of-state deposition, in the court for the judicial district where the deposition will be taken. The motion **must** include a certification that the movant has in good faith conferred or attempted to confer with other affected parties in an effort to resolve the dispute without court action.

NRCPC 26(c)(1) (emphasis added).

Further, EDCR 2.34 (d) provides:

Discovery motions **may not be filed** unless an affidavit of moving counsel is attached thereto setting forth that after a discovery dispute conference or a good faith effort to confer, counsel have been unable to resolve the matter satisfactorily. A conference requires either a personal or telephone conference between or among counsel. Moving counsel **must** set forth in the affidavit what attempts to resolve the discovery dispute were made, what was resolved and what was not resolved, and the reasons therefor. If a personal or telephone conference was not possible, the affidavit shall set forth the reasons. If the responding counsel fails to answer the discovery, the affidavit shall set forth what good faith attempts were made to obtain compliance. If, after request, responding counsel fails to participate in good faith in the conference or to answer the discovery, the court may require such counsel to pay to any other party the reasonable expenses, including attorney fees, caused by the failure. When a party is not represented by counsel, the party shall comply with this rule.

EDCR 2.34 (d) (emphasis added).

1 There is no dispute that Defendants’ counsel did not meet and confer with Plaintiff’s  
2 counsel in an attempt to resolve any concerns with the subpoenas to Simone Williams and Ethan  
3 Devine. That explains why Defendants did not attach a certification that Defendants attempted to  
4 confer in good faith. Defendants are required to meet and confer prior to filing a Motion for  
5 Protective Order. Defendants’ failure to do so invalidates the motion and the motion should be  
6 stricken or denied without even considering it pursuant to NRCp 45(a)(4)(B)(v), NRCp 26(c), and  
7 EDCR 2.34. *See, e.g., FTC v. Consumer Def., LLC*, 2019 U.S. Dist. LEXIS 175120 (D. Nev.  
8 October 9, 2019) (under federal and local rules, “meet and confer” is required before bringing a  
9 motion to quash); *Partner Weekly, LLC v. Viable Mktg. Corp.*, No. 2:09-cv-2120-PMP-VCF, 2014  
10 U.S. Dist. LEXIS 54401, at \*6 (D. Nev. Apr. 17, 2014) (a party's failure to include a meet and  
11 confer certification warrants denying a motion to compel, citing *Shuffle Master v. Progressive*  
12 *Games*, 170 F.R.D. 166, 171 (D. Nev. 1996)).

13 **B. THE INFORMATION SOUGHT REGARDING COMMUNICATIONS IS NOT**  
14 **BARRED BY THE JUNE 30, 2020 ORDER**

15 Defendants allege that the requests to Mr. Devine that seek communications with potential  
16 immigrant investors and agents are barred by the June 30, 2020 Order. Plaintiff respectfully  
17 disagrees. The Order says the “Investors’ identities and investment information” are not germane.  
18 That information can easily be redacted; Defendants have redacted hundreds, if not thousands, of  
19 documents in this case. Mr. Devine can do the same.

20 **C. PLAINTIFF IS ALLOWED TO OBTAIN THE INFORMATION SOUGHT IN THE**  
21 **SUBPOENAS BASED ON WHAT THIS COURT ACTUALLY ORDERED IN ITS**  
22 **MINUTE ORDER, BUT EVEN SO, AT LEAST PART OF EACH REQUEST**  
23 **REMAINS PROPER EVEN IF THE COURT DOES NOT SET ASIDE THE JUNE**  
24 **30, 2020 ORDER**

As emphasized above, the June 30, 2020 Order does not limit the discovery Plaintiff can  
seek from Ethan Devine. Defendants’ objections to the subpoena based on the allegation that the

1 document requests exceed the order do not relate to the subpoena to Mr. Devine; they relate only  
2 to the subpoena to Ms. Williams.

3 On or about June 30, 2020, the Court issued an Order Granting in Part and Denying in Part  
4 Defendants' Motion for Protective Order. This Court's June 30, 2020 Order Granting in Part and  
5 Denying in Part Defendants' Motion for Protective Order states:

6 However, limited information concerning the Foreign Placement Consultants is  
7 relevant to Front Sight's fraud claims. Specifically, the Court finds the nature,  
8 history, and extent of the EB5 Parties' prior relationship with the Foreign Placement  
9 Consultants is relevant to Front Sight's claims that the EB5 Parties misrepresented that it had a network of  
10 relationships for potentially sourcing EB-5 investors. Consequently,  
11 notwithstanding the potential privilege and confidentiality concerns, the Court will  
12 allow limited discovery concerning the identities of the EB5 Parties' Foreign  
13 Placement Consultants, the prior work these consultants performed on behalf of the  
14 EB5 Parties, the timing of the formation of those business relationships, and the  
15 degree of success those Foreign Placement Consultants achieved for the EB5  
16 Parties in prior work.

13 (*See* Order Granting in Part and Denying in Park Defendants' Motion for Protective Order, p. 5,  
14 lines 3-11.) Following this Court's Order, Plaintiff issued Notices of Intent to Subpoena certain  
15 documents from Simone Williams and Ethan Devine. Defendants now take issue with these  
16 Subpoenas. Defendants did not raise their issues in a meet and confer. Defendants' objections are  
17 set forth the below; they can be found at pages 11-12 of Defendants' Motion:

- 18 • Request Nos. 1-6 all seek communications between Ms. Williams and the EB5 Parties  
19 "related to the Front Sight Project." These Requests, as written, would seek the disclosure  
20 of Ms. Williams' compensation (if any) for her work as a Foreign Placement Consultant  
21 marketing the Project to EB-5 Investors and may include communications between Ms.  
22 Williams and EB-5 Investors or potential EB-5 Investors which were subsequently sent to  
23 the EB5 Parties.
- 24 • Request No. 7 similarly seeks the production of all documents in Ms. Williams' control  
related to the Front Sight Project which would include her Foreign Placement Consultant  
Agreement (if any), documents exchanged with EB-5 Investors and potential EB-5  
Investors (including any EB-5 Investors she may have, or currently, represent), and details  
of her efforts to market the Project to potential EB-5 Investors.

- 1 • Request Nos. 8 and 9 seeks the production of any and all documents and/or  
2 communications “related to [Ms. Williams’] attempts to source EB-5 immigrant investors  
for the Front Sight Project” which, on its face, clearly violates the Court’s Order.
- 3 • Request No. 10 calls for the production of Ms. Williams’ Foreign Placement Consultant  
Agreement (if any) and all related documents.
- 4 • Request Nos. 12-14 seek communications between Ms. Williams and other Foreign  
Placement Consultants about the Front Sight Project which would necessarily include  
5 details of their attempts to market the Project, information about EB-5 investors, and  
possibly details about Ms. Williams current clients.
- 6 • Request Nos. 15-20 seek the disclosure of communications and/or documents between Ms.  
Williams and EB5 Parties related to other EB-5 projects other than the Front Sight Project  
7 but is not limited to any projects prior to February 2013 as required by the Court’s Order.

8 Plaintiff seeking this information is entirely appropriate, particularly given what the Court  
9 *actually* ruled about discovery from investor agents. *See* Countermotion below. These requests  
10 seek information related to the Front Sight project, Ms. Williams’ communications with potential  
11 investors (which would reveal *when* she sourced the investors), and other relevant matters. But  
12 even if the Court decides to leave the June 30, 2020 Order in place, these requests certainly seek  
13 relevant and appropriate information about Ms. Williams’ (and her firm’s) relationship with  
14 Defendants prior to sourcing investors for Defendants. As for the agreement between Defendant  
15 EB5IC and Ms. Williams, Defendants have provided documents that purport to be that agreement;  
16 objecting to Plaintiff seeking a copy from Ms. Williams is unfounded.

17 Defendants admit that Ethan Devine was not a Foreign Placement Consultant but was an  
18 employee of EB5IA hired to market the Front Sight Project. (Motion, p. 12.) Defendants argue,  
19 without really explaining their argument or citing any authority, that there is no reasonable basis  
20 for the subpoena issued by Plaintiff. Although they have tried to lump Mr. Devine in with Ms.  
21 Williams, Defendants have thus conceded that the June 30, 2020 Order does not apply to the  
22 subpoena to Mr. Devine. The subpoena to Mr. Devine is proper.

23 ///

24 ///



1 **D. DEFENDANTS DO NOT HAVE STANDING TO OBJECT ON THE BASIS OF**  
2 **ATTORNEY CLIENT PRIVILEGE RELATED TO THE INVESTORS'**  
3 **RELATIONSHIP WITH MS. WILLIAMS OR THAT ONE OF THE REQUESTS**  
4 **COULD BE CONSIDERED AN INTERROGATORY**

5 Defendants argue that the requests made in the subpoena to Simone Williams may require  
6 disclosure of documents that are attorney-client privileged. However, Defendants have no  
7 standing to make this objection. NRS 49.055 protects communications between lawyers and  
8 clients that are “not intended to be disclosed to third persons other than those to whom disclosure  
9 is in furtherance of the rendition of professional legal services.” NRS 49.055. *See Upjohn Co. v.*  
10 *United States*, 449 U.S. 383, 389, 101 S. Ct. 677, 66 L. Ed. 2d 584 (1981). Pursuant to NRS  
11 49.095, the client holds the privilege as to confidential communications between client and  
12 counsel. NRS 49.095. The Court in *Upjohn* appropriately noted that only communications and  
13 not facts are subject to the privilege. *Wardleigh v. Second Judicial Dist. Court*, 111 Nev. 345,  
14 352, 891 P.2d 1180, 1184 (1995). No privilege exists if the communications are accessible to the  
15 general public in other manners, because the communications are therefore not confidential. *See*  
16 *Cheyenne Constr., Inc. v. Hozz*, 102 Nev. 308, 311-12, 720 P.2d 1224, 1226 (1986).

17 The work-product doctrine protects more than just communications between a client and  
18 attorney, and is thus broader than the attorney-client privilege. *Hickman v. Taylor*, 329 U.S. 495,  
19 508, 67 S. Ct. 385, 91 L. Ed. 451 (1947) [\*\*29]. “At its core, the work-product doctrine shelters  
20 the mental processes of the attorney, providing a privileged area within which he can analyze and  
21 prepare his client's case.” *United States v. Nobles*, 422 U.S. 225, 238, 95 S. Ct. 2160, 45 L. Ed.  
22 2d 141 (1975). Thus, an attorney's work product, which includes “mental impressions,  
23 conclusions, opinions, and legal theories of counsel..., are not discoverable under any  
24 circumstances.” *Wardleigh*, 111 Nev. at 359, 891 P.2d at 1189; NRCp 26(b)(3). The attorney and  
client have the power to invoke the work-product privilege. *Restatement (Third) of the Law*

1 *Governing Lawyers* § 90 (2000). Third parties, however, do not have standing to assert attorney-  
2 client privilege.

3 “‘Ordinarily, a party does not have standing to challenge a subpoena issued to a nonparty  
4 unless the party claims some personal right or privilege in the information sought by the  
5 subpoena.’” *Singletary v. Sterling Transport Co.*, 289 F.R.D. 237, 239 (E.D. Va. 2012) (quoting  
6 *United States v. Idema*, 118 F. App’x 740, 744 (4th Cir. 2005)) (citing *Green v. Sauder Mouldings,*  
7 *Inc.*, 223 F.R.D. 304, 306 (E.D.Va. 2004)). Defendants are neither the attorney nor client of the  
8 investors or agents, and consequently, Defendants have no standing to object to the possibility of  
9 attorney-client privileged or work-product protected documents being disclosed by Ms. Williams.  
10 If Ms. Williams believes such an objection is warranted, it would be her responsibility to object  
11 and/or seek to protect any privileged documents through proper process.

12 Similarly, Defendants lack standing to object to Request No. 11 to Ms. Williams.  
13 Defendants argue the request is it improper because it is an interrogatory to a non-party.  
14 Defendants again do not have standing to make this argument and any objection would have to be  
15 brought by Ms. Williams through proper process.

16 **E. ANY ISSUES RELATED TO THE THIRD-PARTY DEPOSITIONS BEING IN**  
17 **PERSON COULD HAVE BEEN RESOLVED PRIOR TO FILING THE INSTANT**  
18 **MOTION IF DEFENDANTS WOULD HAVE HELD A MEET AND CONFER AS**  
19 **REQUIRED BY NRC 26**

20 Defendants take issue with the fact that Plaintiff noticed the depositions of Ms. Williams  
21 and Mr. Devine in person. Defendants state they are concerned about having to travel across the  
22 Country during a pandemic. However, during a recent telephone conference to discuss various  
23 issues, the parties reached an understanding about how all depositions will proceed. The parties  
24 will hold the depositions via Zoom (or a similar remote mechanism).

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III.

**COUNTERMOTION TO CORRECT THE JUNE 30, 2020 ORDER GRANTING IN PART AND DENYING IN PART MOTION FOR PROTECTIVE ORDER OR FOR RELIEF FROM THE SAME ORDER**

Plaintiff Front Sight countermoves this Court to correct the June 30, 2020 Order or for relief from that Order because it does not accurately reflect what the Court ruled. Rather, after the parties submitted competing orders, the Court entered an order that limits the discovery allowed significantly.

NRCP 60(a) provides for correction of a “clerical mistake or a mistake arising from oversight or omission whenever one is found in a[n]. . . order. . . .” NRCP 60(a). Further, NRCP 60(b) provides in pertinent part,

On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect....

....

(6) any other reason that justifies relief.

NRCP 60(b). The Court issued a Minute Order on or about June 8, 2020 Granting in Part and Denying in Part Defendants’ Motion for Protective Order. That Minute Order provides in part:

Turning next to Plaintiff’s request for consultant records, the Court finds that these records are relevant and should be disclosed. The Court, however, notes concern with the potential privilege that exists between any trade secrets and the consultant records. But, Plaintiff has alleged fraud claims against the Defendants. **Therefore, the nature, history, and extent of the Defendants’ relationship with the consultants are relevant and necessary facts for the Plaintiff to prove its claims.** Thus, the Court grants Plaintiff limited discovery to establish the facts that support their fraud claims.

Minute Order dated June 8, 2020, attached hereto as **Exhibit 1** (emphasis added).

This Court’s June 30, 2020 Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order went beyond what the Minute Order stated, and instead provides:

1 However, limited information concerning the Foreign Placement Consultants is  
2 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature,  
3 history, and extent of the EB5 Parties’ prior relationship with the Foreign Placement  
4 Consultants is relevant to Front Sight’s claims that the EB5 is relevant to Front  
5 Sight’s claims that the EB5 Parties’ misrepresented that it had a network of  
6 relationships for potentially sourcing EB-5 investors. Consequently,  
7 notwithstanding the potential privilege and confidentiality concerns, the Court will  
8 allow limited discovery concerning the identities of the EB5 Parties’ Foreign  
9 Placement Consultants, the prior work these consultants performed on behalf of the  
10 EB5 Parties, the timing of the formation of those business relationships, and the  
11 degree of success those Foreign Placement Consultants achieved for the EB5  
12 Parties in prior work.

13 *See* June 30, 2020 Order, attached hereto as **Exhibit 2**, Conclusion of Law #7.

14 The Order provided by Defendants and entered by the Court substantially limits the  
15 language of the Court’s Minute Order. The Minute allows for the discovery related to “the nature,  
16 history, and extent of the Defendants’ relationship with the consultants.” The Order entered limits  
17 this discovery to Front Sight’s claims about the lack of pre-existing network of investor agents,  
18 and to the nature, history, and extent of the Defendants’ prior relationship with the consultants and  
19 prior success achieved for Defendants. Plaintiff’s fraud claims are broader than that,  
20 encompassing not only Defendants’ fraudulent inducement to enter into the Construction Loan  
21 Agreement, but also Defendants’ fraudulent use of Front Sight’s funds, including payments to  
22 investor agents.

23 The Order is not in line with the Minute Order from the Court. It appears to be a “clerical  
24 mistake or a mistake arising from oversight or omission whenever one is found in a[n]. . . order . .  
. .” permitting modification under NRCP 60(a). Alternatively, the Order contains a mistake that  
this Court should correct pursuant to NRCP 60(b)(1). Finally, because the Order does not reflect  
what the Court actually ordered, correcting the Order is justified under NRCP 60(b)(6).

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IV.

**CONCLUSION**

Based on the foregoing, Plaintiff respectfully requests that the Court deny Defendants' Motion for Protective Order and grant Plaintiff's Countermotion.

DATED this 2<sup>nd</sup> day of November, 2020.

**ALDRICH LAW FIRM, LTD.**

/s/ John P. Aldrich

John P. Aldrich, Esq.

Nevada Bar No. 6877

Catherine Hernandez, Esq.

Nevada Bar No. 8410

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Las Vegas, NV 89117

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*Attorneys for Plaintiff/Counterdefendant*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of November, 2020, I caused the foregoing **OPPOSITION TO DEFENDANTS’ MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENAS TO SIMONE WILLIAMS AND ETHAN DEVINE AND COUNTERMOTION TO CORRECT THE JUNE 30, 2020 ORDER GRANTING IN PART AND DENYING IN PART MOTION FOR PROTECTIVE ORDER OR FOR RELIEF FROM THAT SAME ORDER** to be electronically filed and served with the Clerk of the Court using Wiznet which will send notification of such filing to the email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic Mail Notice List, to the following parties:

John R. Bailey, Esq.  
Joshua M. Dickey, Esq.  
Andrea M. Champion, Esq.  
BAILEY KENNEDY  
8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148  
*Attorneys for Defendants*

/s/ T. Bixenmann  
An employee of ALDRICH LAW FIRM, LTD.

# EXHIBIT 1

# EXHIBIT 1

A-18-781084-B

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**June 08, 2020**

---

A-18-781084-B      Front Sight Management LLC, Plaintiff(s)  
vs.  
Las Vegas Development Fund LLC, Defendant(s)

---

**June 08, 2020      8:00 AM      Minute Order re: Defendants' Motion for Protective Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**JOURNAL ENTRIES**

- After a review and consideration of the record, the points and authorities on file herein, and oral argument of counsel, the Court determined as follows:

First, as Plaintiff pointed out, NRCP 26(c) does not provide a time frame for a party to bring a motion for a protective order. Further, the complex procedural history of this case has led too often to accelerated deadlines, followed just as often by stipulations from the parties to create a more manageable deadline schedule. In light of this case's complex nature and the parties' somewhat customized deadline schedule, the Court finds that the Defendants filed their motion timely.

Next, while the Court understands the Plaintiff's position that the protective order currently in place is sufficient to protect any privileged investor information, the Court nonetheless finds that the investors' identity and investment information are not germane to the case in its present posture. As a result, the Court does not render a decision on the merits of whether the investor records are privileged as trade secrets, if that privilege has been waived, if the proposed discovery is proportional, or whether the Plaintiff has shown that the information sought is necessary. At this time, therefore,

PRINT DATE: 06/08/2020

Page 1 of 2

Minutes Date: June 08, 2020



**A-18-781084-B**

the Court will not allow such discovery.

Turning next to Plaintiff's request for consultant records, the Court finds that these records are relevant and should be disclosed. The Court, however, notes concern with the potential privilege that exists between any trade secrets and the consultant records. But, Plaintiff has alleged fraud claims against the Defendants. Therefore, the nature, history, and extent of the Defendants' relationship with the consultants are relevant and necessary facts for the Plaintiff to prove its claims. Thus, the Court grants Plaintiff limited discovery to establish the facts that support their fraud claims.

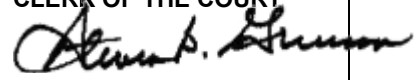
Consequently, the Defendants' Motion for Protective Order is **DENIED IN PART and GRANTED IN PART**. The Court denies the Defendants' motion as to the consultants—limited discovery will be permitted. And, the Court grants the Defendants' motion as to the investors—no discovery permitted at this time. Defendants shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

CLERK'S NOTE: This Minute Order has been served to counsel electronically through Odyssey eFile.

# **EXHIBIT 2**

# **EXHIBIT 2**

Electronically Filed  
7/6/2020 11:55 AM  
Steven D. Grierson  
CLERK OF THE COURT



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EB5 IMPACT CAPITAL REGIONAL CENTER  
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

DISTRICT COURT  
CLARK COUNTY, NEVADA

20 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

23 vs.

24 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

Defendants.

Case No. A-18-781084-B  
Dept. No. XVI

**NOTICE OF ENTRY OF FINDINGS OF  
FACT AND CONCLUSIONS OF LAW  
AND ORDER GRANTING IN PART  
AND DENYING IN PART  
DEFENDANT’S MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS’ AND  
INDIVIDUAL INVESTORS’  
CONFIDENTIAL INFORMATION**

27 AND ALL RELATED COUNTERCLAIMS.  
28

1 PLEASE TAKE NOTICE that a Findings of Fact and Conclusions of Law and Order  
2 Granting In Part and Denying In Part Defendant’s Motion for Protective Order Regarding Discovery  
3 of Consultants’ and Individual Investors’ Confidential Information was entered on June 30, 2020; a  
4 true and correct copy of which is attached hereto.

5 DATED this 6th day of July, 2020.

6 BAILEY ❖ KENNEDY

7  
8 By: /s/ Andrea M. Champion  
9 JOHN R. BAILEY  
10 JOSHUA M. DICKEY  
11 ANDREA M. CHAMPION

12 *Attorneys for Defendants*  
13 LAS VEGAS DEVELOPMENT FUND  
14 LLC; EB5 IMPACT CAPITAL  
15 REGIONAL CENTER LLC; EB5 IMPACT  
16 ADVISORS LLC; ROBERT W.  
17 DZIUBLA; JON FLEMING; and  
18 LINDA STANWOOD  
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**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 6th day of July, 2020, service of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT’S MOTION FOR PROTECTIVE ORDER REGARDING DISCOVERY OF CONSULTANTS’ AND INDIVIDUAL INVESTORS’ CONFIDENTIAL INFORMATION** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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JENNIFER PIAZZA; VNV  
DYNASTY TRUST I, VNV  
DYNASTY TRUST II; AND  
MICHAEL MEACHER

---

TOP RANK BUILDERS INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

*Counterdefendant*

---

ALL AMERICAN CONCRETE &  
MASONRY INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

*Counterdefendant*

---

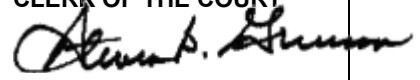
MORALES CONSTRUCTION, INC.  
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*Counterdefendant*

/s/ Jennifer Kennedy  
Employee of BAILEY ❖ KENNEDY

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CLERK OF THE COURT



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EB5 IMPACT CAPITAL REGIONAL CENTER  
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

23 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al,

Defendants.

Case No. A-18-781084-B  
Dept. No. XVI

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND ORDER  
GRANTING IN PART AND DENYING  
IN PART DEFENDANT’S MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS’ AND  
INDIVIDUAL INVESTORS’  
CONFIDENTIAL INFORMATION**

26 AND ALL RELATED COUNTERCLAIMS.  
27

**BAILEY ❖ KENNEDY**  
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1 This matter came before the Court on May 13, 2020, at 10:30 a.m., on Defendants Las Vegas  
2 Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional Center, LLC, EB5 Impact  
3 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood’s (collectively, the “EB5  
4 Parties”) Motion for Protective Order Regarding Discovery of Consultants’ and Individual Investors’  
5 Confidential Information (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff Front Sight  
6 Management LLC (“Front Sight”); and John R. Bailey, Andrea M. Champion, C. Keith Greer, and  
7 Kathryn Holbert appeared on behalf of the EB5 Parties. Having considered the EB5 Parties’  
8 Motion, Front Sight’s Opposition, the Reply, and having heard oral argument of the parties through  
9 their respective counsel, this Court makes the following Findings of Fact and Conclusions of Law.

10 Insofar as any conclusions of law is deemed to have been or include a finding of fact, such a  
11 finding of fact is hereby included as a factual finding. Insofar as any finding of fact is deemed to  
12 have been or to include a conclusion of law, such is included as a conclusion of law herein.

13 **FINDINGS OF FACT**

14 1. LVD Fund was formed as a new LLC for the specific purpose of raising funds from  
15 foreign investors pursuant to the federal EB-5 program. In turn, those funds were to be used to  
16 provide loan financing to Front Sight for construction of the Front Sight Project.

17 2. LVD Fund then sponsored an offering to foreign immigrant investors to finance the  
18 Project.

19 3. To market the offering, LVD Fund utilized Foreign Placement Consultants to contact  
20 potential foreign immigrant investors who may have some interest in investing in LVD Fund and  
21 promote the investment.

22 4. The foreign immigrant investors who subscribed to the offering are investors in LVD  
23 Fund; they are not investors in Front Sight.

24 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for  
25 construction of the Project as memorialized by the October 6, 2016 Construction Loan Agreement  
26 (the “CLA”).

27 ///

28 ///

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1           6.       LVD Fund maintains that Front Sight breached the CLA through multiple  
2 performance defaults including, among other things, failing to provide the necessary information to  
3 support the EB5 Parties' reporting requirements.

4           7.       Front Sight disputes that it breached the CLA and further contends that LVD Fund  
5 cannot enforce any alleged breaches of the CLA because the doctrine of equitable estoppel bars any  
6 such action due to the EB5 Parties' allegedly fraudulently inducing Front Sight into entering the  
7 CLA.

8           8.       On September 14, 2018, Front Sight commenced this litigation.

9           9.       Through discovery, Front Sight has sought information related to the foreign  
10 immigrant investors (the "Investors") as well as the Foreign Placement Consultants.

11          10.       The EB5 Parties objected to each discovery request that sought information about the  
12 Investors and/or the Foreign Placement Consultants.

13          11.       On September 19, 2019, Front Sight filed a Motion to Compel and for Sanctions,  
14 seeking an order to compel the EB5 Parties to provide supplemental responses to its Requests for  
15 Production of Documents, without objection.

16          12.       While this Court ultimately ordered the EB5 Parties to provide additional  
17 supplemental responses to the Requests for Production of Documents, the Court did not address the  
18 EB5 Parties' privilege and confidentiality concerns in deciding Front Sight's Motion to Compel and,  
19 instead, instructed the EB5 Parties to assert any privilege(s) it may have in a privilege log and to file  
20 a motion for protective order by March 30, 2020. (*See* Order Grant. Pl.'s Mot. to Compel, filed  
21 3/25/2020.)

22          13.       By stipulation, the parties later agreed to move the deadline for the EB5 Parties to file  
23 a motion for protective order from March 30, 2020 to April 13, 2020. (*See* Stip. and Order Resetting  
24 Hearings and Br. Schedule, filed 3/27/2020.)

25          14.       On April 13, 2020, pursuant to the Parties' Stipulation and Order, the EB5 Parties  
26 filed their Motion to protect the disclosure of any information related to the Investors and the  
27 Foreign Placement Consultants.

28       ///



1 15. The EB5 Parties contend that information about the Investors and the Foreign  
2 Placement Consultants is irrelevant to the claims and defenses in this case, that it constitutes trade  
3 secrets, and that the protective order entered in this case is not sufficient to protect the information  
4 sought.

5 16. Front Sight contends that the EB5 Parties have waived any objections they may have  
6 to the information sought because the Motion was not timely filed. In addition, Front Sight contends  
7 that the information sought does not constitute trade secrets, is relevant to its fraudulent  
8 misrepresentation claims (specifically, that the EB5 Parties misrepresented their relationship with  
9 Foreign Placement Consultants and therefore, their ability to properly market and promote the  
10 Project), and that the information sought is sufficiently protected by the protective order entered in  
11 this case.

12 **CONCLUSIONS OF LAW**

13 1. NRCP 26(c) permits the Court, for good cause shown, to enter a protective order  
14 forbidding inquiry into certain matters, or limiting the scope of discovery to certain matters.

15 2. Generally, “[d]iscovery matters are within the district court’s sound discretion.” *Club*  
16 *Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249  
17 (2012).

18 3. NRCP 26(c) does not provide a time frame for a party to bring a motion for protective  
19 order.

20 4. Given the complex procedural history of this case, which has often led to accelerated  
21 deadlines, followed just as often by stipulations from the parties to create a more manageable  
22 deadline schedule, the Court finds that the EB5 Parties timely filed their Motion.

23 5. The Investors’ identities and investment information are not germane to the claims  
24 and defenses in this case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will not allow  
25 discovery as to the Investors.

26 6. As a result, the Court does not render a decision on the merits as to whether the  
27 investor records are privileged as trade secrets, if that privilege has been waived, if the discovery

28 ///

1 sought is proportional to the needs of the case, or whether Front Sight has demonstrated that the  
2 information sought as to the Investors is necessary.

3 7. However, limited information concerning the Foreign Placement Consultants is  
4 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history, and extent of  
5 the EB5 Parties’ prior relationship with the Foreign Placement Consultants is relevant to Front  
6 Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for  
7 potentially sourcing EB-5 investors. Consequently, notwithstanding the potential privilege and  
8 confidentiality concerns, the Court will allow limited discovery concerning the identities of the EB5  
9 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf of the  
10 EB5 Parties, the timing of the formation of those business relationships, and the degree of success  
11 those Foreign Placement Consultants achieved for the EB5 Parties in prior work.

12 **ORDER**

13 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is DENIED IN PART AND  
14 GRANTED IN PART as follows:

15 The Motion is DENIED as to the consultants; limited discovery, as set forth in Conclusion of  
16 Law No. 7, will be permitted.

17 The Motion is GRANTED as to the Investors; no discovery concerning the Investors’  
18 identities and investment information shall be permitted.

19 Dated this 30th day of June, 2020.

20  
21   
22 HONORABLE TIMOTHY C. WILLIAMS  
23 DISTRICT COURT JUDGE

CG

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1 Respectfully submitted by:

2 **BAILEY KENNEDY, LLP**

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4 /s/ Andrea M. Champion

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CENTER LLC; EB5 IMPACT ADVISORS  
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FLEMING; and  
LINDA STANWOOD

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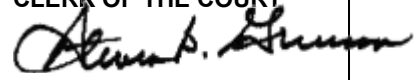
27

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# EXHIBIT 11

Electronically Filed  
5/18/2020 4:22 PM  
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15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

17 DISTRICT COURT  
18 CLARK COUNTY, NEVADA

19  
20 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

21 Plaintiff,

22 vs.

23 LAS VEGAS DEVELOPMENT FUND LLC, a  
24 Nevada Limited Liability Company; et al,

25 Defendants.  
26

27 AND ALL RELATED COUNTERCLAIMS.  
28

Case No. A-18-781084-B  
Dept. No. XVI

**MOTION FOR PROTECTIVE ORDER  
REGARDING THE DEFENDANTS'  
PRIVATE FINANCIAL INFORMATION**

**HEARING REQUESTED**

**MEMORADUM OF POINTS AND AUTHORITIES**

**I. Introduction**

Throughout the course of this litigation, Front Sight<sup>1</sup> has attempted to obtain the EB5 Parties<sup>2</sup> private financial information. Front Sight seeks this information to harass the EB5 Parties in its continuing efforts to weaponize discovery (and blast the EB5 Parties' personal information to its 200,000 members), not for a legitimate reason in terms of the litigation. Their requests are equivalent to an audit of the EB5 Parties' private financial information spanning an 8-year period and are *not* narrowly tailored to address the claims and defenses in this case. Being a party to litigation does not automatically unlock the door to the entirety of a party's finances.

Front Sight does not have a right to see how every dollar is (and was) collected and spent by the EB5 Parties over the last eight years. This case does not require an analysis of the EB5 Parties' day-to-day financial records. With the exception of EB5IA, there is no nexus between the claims asserted by Front Sight and the EB5 Parties' finances and Front Sight is already in possession of EB5IA's financial information.

This Court has already entered a protective order with regard to Front Sight's prior subpoenas to the EB5 Parties' financial institutions, recognizing that Front Sight does not have the "right to start looking at bank accounts." Yet Front Sight has turned around, propounded nearly the same overly broad and intrusive requests upon the EB5 Parties, and somehow maintains that the EB5 Parties must respond to their demands. Therefore, the EB5 Parties now ask the Court to enter a protective order precluding Front Sight from obtaining the EB5 Parties' private financial information.

**II. Procedural History**

**A. Front Sight Commences Suit After Breaching the CLA.**

As the Court is aware, this case relates to Front Sight's claims that the EB5 Parties' fraudulently induced it to enter into a Construction Loan Agreement (the "CLA"), by which LVD

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<sup>1</sup> "Front Sight" refers to Front Sight Management, Inc.

<sup>2</sup> "EB5 Parties" refers to Las Vegas Development Fund, LLC ("LVD Fund"), EB5 Impact Capital Regional Center, LLC ("EB5IC"), EB5 Impact Advisors, LLC ("EB5IA"), Robert W. Dziubla, Jon Fleming, and Linda Stanwood, collectively.

1 Fund loaned Front Sight \$6,375,000 to expand Front Sight’s facilities in Pahrump, Nevada (the  
 2 “Project”). In other words, Front Sight is basically claiming that LVD Fund somehow forced Front  
 3 Sight and hoodwinked its two very experienced business leaders, Ignatius Piazza (owner) and Mike  
 4 Meacher (COO, and former banker for 25 years) to borrow \$6,375,000. But Front Sight has never  
 5 even offered to repay the loan and instead filed a spurious lawsuit because LVD Fund was seeking to  
 6 enforce various borrower covenants under the CLA.

7 EB5IA was responsible for marketing a potential interest in LVD Fund to foreign EB-5  
 8 investors so that LVD Fund, in turn, could loan that money to Front Sight. The parties agreed that  
 9 Front Sight would pay for the marketing costs associated with EB5IA’s efforts to secure EB-5  
 10 investors. Front Sight did in fact pay EB5IA for marketing but importantly did not pay Mr. Dziubla,  
 11 Mr. Fleming, or Ms. Stanwood for their involvement in the EB5 raise.<sup>3</sup>

12 The EB5 Parties maintain that Front Sight breached the CLA. On September 14, 2018, after  
 13 receiving LVD Fund’s notice of default on the CLA, Front Sight commenced this lawsuit alleging  
 14 that the EB5 Parties fraudulently induced it to enter into the CLA and the marketing agreement  
 15 between Front Sight and EB5IA, and that the EB5 Parties breached those same agreements.

16 **B. Front Sight Demands All of the EB5 Parties’ Financial Information in**  
 17 **Discovery.**

18 On July 10, 2019, Front Sight served the EB5 Parties with its First Set of Requests for  
 19 Production of Documents. Therein, Front Sight demanded that *each* of the EB5 Parties produce all  
 20 documents related to: “every payment and/or transfer of money or property made by [Front Sight] to  
 21 [the answering party] . . . including documents that show where or how that money or property was  
 22 used;” “every payment and/or transfer of money or property” between the EB5 Parties; “each and  
 23 every payment and/or transfer of money or property” received “by any foreign or immigrant  
 24 investor;” “the details of each and every EB-5 investor and/or investment transaction related to the  
 25 Front Sight project,” including but not limited to the identity of the EB-5 investor, their address, the  
 26

27 <sup>3</sup> Front Sight has paid interest on the loan and success fees to LVD Fund. But Front Sight is not entitled to know  
 28 how LVD Fund has spent that money, much like a mortgage holder has no right to ask a bank how it spends the interest  
 paid on his/her mortgage.

1 source of the funds (i.e., the EB-5 investor’s banking information); “monthly statements or other  
 2 period statements of accounts” for all “*checking, savings, brokerage, mutual fund, money market,*  
 3 *certificate of deposit, or other type of interest or account*” from 2013 to the present; “*documents*  
 4 *relating to bank accounts, whether, personal accounts or those belonging to or related to any*  
 5 *business entities . . .*”; and “*each and every financial transaction in which you have been*  
 6 *involved from 2012 to the present.*” (See Ex A, excerpts from LVD Fund’s Resp. to Pl.’s First Set  
 7 of Req. for Prod. of Docs., at Request Nos. 75, 76, 77, 78, 79, and 80; Ex. B., excerpts from Mr.  
 8 Dziubla’s Resp. to Pl.’s First Set of Req. for Prod. of Docs. at Req. Nos. 74, 75, 76, 77, 78, 82, 83,  
 9 86, 87, 89, 90, 92; Ex. C, excerpts from Mr. Fleming’s Resp. to Pl.’s First Set of Req. for Prod. of  
 10 Docs. at Req. Nos. 74, 75, 80, 81, 84, 85, 87, 88; Ex. D, excerpts from Ms. Stanwood’s Resp. to Pl.’s  
 11 First Set of Req. for Prod. of Doc. at Req. Nos. 71, 72, 73, 74, 75, 76, 84, 85, 87, 88; Ex. E, excerpts  
 12 from EB5IC’s Resp. to Pl.’s First Set of Req. for Prod. of Docs. at Req. Nos. 71, 72, 73, 74, 75)  
 13 (emphasis added). Because Front Sight sought to discover private, financial information that was  
 14 unrelated to this case—i.e., every financial transaction which the EB5 Parties were involved in from  
 15 2012 to the present, regardless of whether it related to the money paid by Front Sight to EB5IA—the  
 16 EB5 Parties objected and refused to produce all of their confidential, private financial information in  
 17 response. (*See id.*)

18 A few weeks later, on August 1, 2019, Front Sight then sought the production of the EB5  
 19 Parties’ tax returns. (*See* Ex. F, LVD Fund’s Resp. to Pl.’s Second Set of Req. for Prod. of Docs.;  
 20 Ex. G, Mr. Dziubla’s Resp. to Pl.’s Third Set of Req. for Prod. of Docs.; Ex. H, Mr. Fleming’s Resp.  
 21 to Pl.’s Second Set of Req. for Prod. of Docs.; Ex. I, Ms. Stanwood’s Resp. to Pl.’s Second Set of  
 22 Req. for Prod. of Docs.; Ex. J, EB5IC’s Resp. to Pl.’s Second Set of Req. for Prod. of Docs.; Ex. K,  
 23 EB5IA’s Resp. to Pl.’s Second Set of Req. for Prod. of Docs.) Again, the EB5 Parties objected and  
 24 refused to produce their confidential, private financial information. (*See id.*)

25 C. **Front Sight Subpoenas the EB5 Parties’ Financial Information From Banking**  
 26 **Institutions.**

27 Obviously unhappy with the EB5 Parties’ objections to its request, Front Sight then  
 28 subpoenaed the EB5 Parties’ financial information from the Bank of Hope, Open Bank, Signature



1 Bank, and Wells Fargo (the “Financial Subpoenas”). Importantly, the Financial Subpoenas were  
 2 equally broad and sought the production of all documents related to any and all financial accounts  
 3 related to the EB5 Parties (including Mr. Dziubla, Mr. Fleming, and Ms. Stanwood’s private  
 4 accounts, if any). (*See e.g.*, Defs’ Mot. to Quash Subpoena for Depo. and Docs. to Signature Bank  
 5 and/or Mot. for Prot. Order, filed 8/15/2019, at Ex. A; Defs’ Mot. to Quash Subpoena for Depo. and  
 6 Docs. to Open Bank and/or Mot. for Prot. Order, filed 8/15/2019, at Ex. A; Defs’ Mot. to Quash  
 7 Subpoenas for Depo. and Docs. to Signature Bank and/or Mot. for Prot. Order, filed 8/15/2019, at  
 8 Ex. A; Defs’ Mot. to Quash Subpoenas for Depo. and Docs. to Wells Fargo and/or Mot. for Prot.  
 9 Order, filed 8/15/2019, at Ex. A.) Given the intrusive nature of the Financial Subpoenas, on August  
 10 15, 2019, the EB5 Parties filed motions to quash the Financial Subpoenas and, alternatively, asked  
 11 the Court to enter a protective order regarding the Financial Subpoenas (the “Motions to Quash”).  
 12 (*See id.*)

13 On November 30, 2018, *long before* the Motions to Quash were heard, the EB5 Parties  
 14 produced an accounting of the money paid by Front Sight to EB5IA. (*See* Ex. L, Notice of  
 15 Accounting by Def. EB5 Impact Advisors, LLC, served 11/30/2018.). That accounting included the  
 16 production of EB5IA’s financial information specifically reflecting the payments of money from  
 17 Front Sight to EB5IA and the actual expenditures made by EB5IA.<sup>4</sup>

18 **D. The Court Grants the EB5 Parties’ Motions to Quash, Finding That Front Sight**  
 19 **Is Not Entitled to All of the EB5 Parties’ Financial Information.**

20 On October 9, 2019, the parties appeared before the Court on the Motions to Quash. During  
 21 that hearing, the Court rejected Front Sight’s contention that it was entitled to *all of* the EB5 Parties’  
 22 financial information and distinguished this case from the partnership dispute cases upon which  
 23 Front Sight relied, finding that Front Sight’s fraudulent inducement and breach of contract claims  
 24 did not “give [Front Sight] the right to start looking at all [of the EB5 Parties’] bank accounts.”  
 25 10/9/2019 Hr’g Tr. at pg. 122:7-22. Front Sight’s counsel took issue with the accounting provided  
 26 by EB5IA at the hearing so the Court did comment that Front Sight could seek a small amount of  
 27

28 <sup>4</sup> The EB5 Parties subsequently supplemented the accounting in August 2019.

1 financial information from the EB5 Parties but *only if* it was related to their misrepresentations about  
2 how the money paid to EB5IA was spent and the requests were “*specific laser-like request[s] for*  
3 *production of documents.*” *Id.* at 123:18-124:22 (emphasis added). Formal orders granting the EB5  
4 Parties’ Motions to Quash were filed on December 3, 2019.

5 **E. Front Sight Again Demands All of the EB5 Parties’ Financial Information.**

6 Notwithstanding the Court’s orders on the Motions to Quash, following the October 9, 2019  
7 hearing, Front Sight persisted in demanding all of the EB5 Parties’ financial information without  
8 limitation. On October 30, 2019, Front Sight served another round of Requests for Production of  
9 Documents, which included many of the same, verbatim demands from its First Set of Requests for  
10 Production of Documents and the Financial Subpoenas. Again, Front Sight demanded all of the EB5  
11 Parties’ financial information. (*See e.g.*, Ex. M, excerpts from LVD Fund’s Third Suppl. Resp. to  
12 Front Sight’s Third Set of Req. for Prod. of Docs. to LVD Fund at Req. Nos. 134, 135, 136, 137,  
13 138, 160, 161, 163, 172, 187, 188, 189, 190, 191, 192, 194, 202; Ex. N, excerpts from Mr. Dziubla’s  
14 Suppl. Resp. to Pl’s Fifth Set of Req. for Prod. of Docs., at Req. Nos. 121, 122, 123; Ex. O, excerpts  
15 from Mr. Fleming’ Suppl. Resp. to Pl’s Fifth Set of Req. for Prod. of Docs., at Req. Nos. 115, 116,  
16 117, 118, 123, 124, 130, 135, 136, 137, 138, 141; Ex. P, excerpts from Ms. Stanwood’s Suppl. Resp.  
17 to Pl’s Third Set of Req. for Prod. of Docs., at Req. Nos. 113, 114, 115, 116, 121, 122, 128, 133,  
18 134, 135, 136, 137; Ex. Q, excerpts from EB5IC’s Suppl. Resp. to Pl’s Third Set of Req. for Prod. of  
19 Docs., at Req. Nos. 109, 110, 111, 112, 113, 114, 120, 121, 130, 135, 136, 137, 138, 142). Instead  
20 of propounding “specific laser-like requests” as required by the Court, Front Sight tried to make an  
21 end-run on the Court’s prior order by demanding the EB5 Parties produce (among other things) “all  
22 bank statements and other documents” related to any “financial account[s] with” the very entities  
23 that Front Sight had sought to subpoena (and that the Court had quashed). (*See* Ex. M at 187-192,  
24 194; Ex. N at Req. Nos. 141-144; Ex. O at Req. Nos. 135-138; Ex. Pat Req. Nos. 133-136; Ex. Q, at  
25 Req. Nos. 135-138.) Again, the EB5 Parties objected to these requests as improperly seeking  
26 private, confidential information unrelated to the case. (*See id.*)

27 Still undeterred, Front Sight then sought the same broad financial information via  
28 interrogatories. On November 11, 2019, Front Sight propounded its First Set of Interrogatories on

1 each of the EB5 Parties. In those interrogatories, Front Sight again demanded the production of all  
 2 of the EB5 Parties' financial information. (See Ex.R, excerpts from LVD Fund's Resp. to Pl.'s First  
 3 Set of Interrogs. at 5 (demanding "all facts" and "all documents" related to every transfer of money  
 4 by LVD Fund to another Defendant), 6 (the same as to transfers from any other Defendant to LVD  
 5 Fund), 17, 18, 19, 21, 22, 32 (*demanding that the responding party "identify any and all financial  
 6 accounts at Bank of Hope, Signature Bank, Wells Fargo Bank, or Open Bank pertaining to [the  
 7 responding party] and/or for which [the responding party is] the beneficiary, signatory, and/or  
 8 account holder . . . and all documents which relate to said accounts"*) (emphasis added); Ex.S,  
 9 excerpts from Mr. Dziubla's Resp. to Pl.'s First Set of Interrogs. at Resp. Nos. 13, 14, 16, 20; Ex.T,  
 10 excerpts from Mr. Fleming's Resp. to Pl.'s First Set of Interrogs. at Resp. Nos. 20, 21, 22, 26; Ex.U,  
 11 excerpts from Ms. Stanwood's Resp. to Pl.'s First Set of Interrogs. at Resp. Nos. 5, 6, 8, 11; Ex.V,  
 12 excerpts from EB5IC's Resp. to Pl.'s First Set of Interrogs. at Resp. Nos. 5, 6, 13, 14, 16, 17). Yet  
 13 again, the EB5 Parties objected.

14 **F. Front Sight Contends That the EB5 Parties Are Required to Fully Respond to**  
 15 **the Responses That Improperly Seek Their Financial Information.**

16 Front Sight has since moved to compel the EB5 Parties' responses to both the Third Set of  
 17 Requests for Production of Documents and the First Set of Interrogatories, arguing that the EB5  
 18 Parties have waived their valid objections to all of the requests (including but not limited to those  
 19 requests that seek the EB5 Parties' private, financial information). After lengthy meet and confer  
 20 efforts between the parties to work through the issues related to the Third Set of Requests for  
 21 Production of Documents, and after status checks to discuss the same with the Court, on March 25,  
 22 2020, the Court entered an order granting in part Front Sight's motion to compel. However, the  
 23 Court reserved judgment on the EB5 Parties' financial information for another day. (See 3/25/2020  
 24 Order Grant. Pls' Mot. to Compel.)

25 On April 13, 2020, the EB5 Parties filed a Motion for Protective Order related to the EB-5  
 26 Investors and Foreign Placement Consultants' information, including but not limited to, the terms of  
 27 payment and information regarding how LVD Fund utilized the interest and success fees it was paid  
 28 for securing and disbursing the loan proceeds. The Court has already ruled that the EB-5 Investors'

1 information (including names, contact information, and banking information) is not subject to  
2 discovery. (See 5/13/2020 Ct. Mins.).

3 On April 27, 2020, Front Sight filed a Motion for Sanctions for Violation of Court Orders  
4 Related to Defendants’ Responses to Plaintiff’s Requests for Production of Documents. Within that  
5 Motion, Front Sight incorrectly implies that the Court overruled the EB5 Parties’ valid objections to  
6 the above requests which seek the production of the EB5 Parties’ private financial information and  
7 that the EB5 Parties have failed to comply with that order by producing complete financial  
8 information. Therefore, the EB5 Parties now bring this motion to clarify that the prior ruling on the  
9 Motions to Quash should apply to Front Sight’s subsequent requests for the same information, and to  
10 enter a protective order on the discovery demands.

11 **III. Argument**

12 **A. Standard of Decision.**

13 The Court may, for good cause, issue an order precluding or limiting discovery. NRC P 26(c)  
14 governs protective orders and provides in pertinent part:

15 (c) When Required. On motion or on its own, the court must limit the frequency or  
16 extent of discovery otherwise allowed by these rules or by local rule if it determines  
17 that:

- 18 (i) the discovery sought is unreasonably cumulative or duplicative, or  
can be obtained from some other source that is more convenient, less  
burdensome, or less expensive;
- 19 (ii) the party seeking discovery has had ample opportunity to obtain  
the information by discovery in the action; or
- 20 (iii) the proposed discovery is outside the scope permitted by Rule  
26(b)(1).

21  
22 The Court has “very broad discretion in fashioning [protective] orders. See *McDowell v.*  
23 *Calderon*, 197 F.3d 1253, 1256 (9th Cir. 1999). Protective orders serve as a “safeguard for the  
24 protection of parties and witnesses in view of the broad discovery rights authorized in Rule 26(b).”  
25 *United States v. Columbia Broad Sys., Inc.*, 666 F.2d 364, 369 (9th Cir. 1982).

26 Although NRC P 26(b) is broad, it is not without limits. “*If the discovery sought is not*  
27 *relevant, the court should restrict discovery by issuing a protective order.*” *Monte H. Greenawalt*  
28 *Revocable Tr. v. Brown*, No. 2:12-CV-01983-LRH, 2013 WL 6844760, at \*3 (D. Nev. Dec. 19,

1 2013) (emphasis added); *see also Navel Orange Admin. Comm. v. Exeter Orange Co.*, 722 F.2d 449,  
2 454 (9th Cir. 1983) (affirming issuance of a protective order precluding discovery of irrelevant  
3 information).

4 **B. The Court's Order on the Motions to Quash Should Apply to Front Sight's**  
5 **Discovery Demands for the EB5 Parties' Financial Information.**

6 Front Sight intentionally chose to disregard this Court's prior conclusion that Front Sight's  
7 blanket requests for *all* of the EB5 Parties' private, financial information was neither admissible nor  
8 likely to lead to the discovery of admissible evidence. (10/9/19 Hr'g Tr. at 122:20-123:6) ("I just  
9 don't think that gives you the right to start looking at all bank accounts. I just don't. . . it should be  
10 more laser like and focused than just a broad, Hey, Signature Bank, I want all the stuff. Right?  
11 Because I don't think that's proper. I really don't. *There's privacy issues there. There's issues as to*  
12 *whether it's relevant or not*, and that's kind of how I see that.") (emphasis added). Instead, Front  
13 Sight has now served discovery demands seeking the very same information that the Court  
14 previously protected in granting the Motions to Quash: all bank statements for LVD Fund, Mr.  
15 Dziubla, Mr. Fleming, Ms. Stanwood, EB5IC, and all of the EB5 Parties' tax records. Front Sight  
16 cannot intentionally circumvent the Court's prior order by propounding the same requests through  
17 written discovery. Therefore, the EB5 Parties now seek an order protecting the EB5 Parties'  
18 financial information.

19 **C. Front Sight Improperly Seeks to Rummage Through the EB5 Parties' Financial**  
20 **Information.**

21 Through the discovery requests, Front Sight seeks *the entire universe* of documents  
22 reflecting the financial wherewithal of the EB5 Parties over the last 8 years. Front Sight has no  
23 basis for reviewing bank statements and credit card statements for Mr. Dziubla, Mr. Fleming, Ms.  
24 Stanwood, LVD Fund, and EB5IC—particularly for Mr. Dziubla, Mr. Fleming, and Ms.  
25 Stanwood's personal accounts. The EB5 Parties (particularly the individual parties) should not, for  
26 example, have to justify their day-to-day spending habits over the last 8 years (they will  
27 undoubtedly be asked to do so in future depositions if these types of financial documents are  
28 ordered to be produced).

1 ///

2 Bank statements and credit card statements contain private, personal information unrelated  
3 to the claims and defenses at issue in this matter. For example, those statements will show how  
4 much money the EB5 Parties pay for legal bills unrelated to this case, utilities, meals, etc. None of  
5 that information will assist the trier of fact in determining whether the EB5 Parties allegedly  
6 fraudulently induced Front Sight to loan \$6,375,000 from LVD Fund.

7 Put another way, there is absolutely no nexus between Front Sight's claims and the EB5  
8 Parties' financial information. The EB5 Parties certainly recognize and acknowledge that Front  
9 Sight paid EB5IA for creating the platform and marketing expenses, and that Front Sight has  
10 alleged that EB5IA has misspent at least a portion of the funds paid to it. However, EB5IA has  
11 already provided an accounting of the funds it received from Front Sight. As the Court has already  
12 recognized, the private, financial information of the other EB5 Parties is irrelevant to Front Sight's  
13 claims for relief.

14 The Court has already recognized that Front Sight does not have "the right to start looking at  
15 all bank accounts." (10/9/2019 Hr'g Tr. at 122: 19-22.) Front Sight only continues to demand this  
16 information—time and time again—to harass the EB5 Parties. Because their requests are blanket  
17 and not targeted (evoking the undertones of a fishing expedition), they are improper.

18 **D. The EB5 Parties' Tax Returns Are Not Discoverable.**

19 Tax returns are only discoverable if the information sought is (i) relevant; and (ii) "not  
20 readily obtainable from other sources." *Acosta v. Wellfleet Commc'ns, LLC*, No. 2:16-cv-02353-  
21 GMN-GWF, 2017 WL 5180425, at \* 8 (D. Nev. Nov. 8, 2017). The party seeking the discovery  
22 must show a compelling need for tax returns and other financial information. *See, e.g., Klein v.*  
23 *Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.) ("Although Nevada law  
24 does not recognize a privilege with respect to tax returns, the Nevada Supreme Court has recognized  
25 limitations on the discovery of information contained in tax returns to avoid an invasion into the  
26 litigant's private affairs .... "); *Schlatter v. Eighth Jud Dist. Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977)  
27 ("carte blanche discovery of financial information is an excessive invasion of privacy interest");  
28 *Hetter v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994) ("public policy suggests that tax

1 returns or financial status not be had for the mere asking.").

2 Front Sight has no basis for obtaining tax returns, whether personal returns for Mr. Dziubla,  
3 Mr. Fleming, and Ms. Stanwood, or corporate returns for EB5IA or EB5IC. Invariably, if ordered to  
4 produce tax returns in this matter (corporate, personal, or both), Front Sight will scrutinize and  
5 second guess all deductions and exemptions, as well as income derived from other sources.

6 **E. Production of the EB5 Parties' Financial Information Would Result in the**  
7 **Disclosure of Information About the EB-5 Investors and the Foreign**  
8 **Consultants.**

9 The Court just recently determined that information about the EB-5 Investors—including  
10 their names, contact information, and financial information that would disclose information about  
11 the EB5 Investors—is protected. The Court is still determining whether the information related to  
12 the Foreign Placement Consultants, including financial information that would reflect payments  
13 made to the Foreign Placement Consultants, is also protected. As addressed in the EB5 Parties'  
14 April 13, 2020 Motion for Protective Order, the disclosure of the EB5 Parties' financial information  
15 would necessarily result in the disclosure of information about the EB-5 Investors and the Foreign  
16 Placement Consultants. (*See* Defs.' Mot. for Prot. Order Regarding Discovery of Consultants' and  
17 Individual Investors' Confidential Info, filed 4/13/2020) (seeking, among other things, a protective  
18 order as to the "terms of payment, and [ ] information regarding how Las Vegas Development  
19 Fund—i.e., the lender—utilized the interest and success fees it was paid for securing and disbursing  
20 the loan proceeds.")

21 **F. Front Sight's Requests Are Intended Solely to Harass the EB5 Parties.**

22 Front Sight continues to use discovery as a weapon against the EB5 Parties. Its written  
23 requests demanding the EB5 Parties' financial information are no different. It is not enough that Mr.  
24 Piazza just "wants" the EB5 Parties' financial information. Front Sight and Mr. Piazza have already  
25 demonstrated their intent to disseminate the EB5 Parties' (particularly Mr. Dziubla's) private  
26 information to Front Sight's members in order to call them to action against the EB5 Parties.

27 There is no clearer intent that Front Sight's requests are meant solely to harass the EB5  
28 Parties than it's "Emergency Action Alert" sent to its members last January. In that Emergency  
Action Alert, Front Sight told its followers that Mr. Dziubla was a "Lying, Two-Faced, Gun-



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1 Grabbing Hillary Clinton Supporting, Con Man” and that “NOW” was the time for Front Sight’s  
2 members “to Demonstrate the[ir] Strength . . . by Giving this Traitor [Dziubla] What He Truly  
3 Deserves.” (Ex. W, Front Sight’s January 28, 2019 Emergency Action Alert.) Front Sight asked its  
4 200,000 members “to not only stop him in his tracks, but also give him what he truly deserves.” (*Id.*  
5 at pg. 1) Lest there be any confusion about what Front Sight was asking its members to do, Front  
6 Sight then published Mr. Dziubla’s name, home address, photographs of Mr. Dziubla in front of his  
7 home, commented on his “million dollar home,” and told its members that a private investigation  
8 apparently found that Mr. Dziubla held “significant financial assets.” (*Id.* at pg. 3-4.) Front Sight  
9 then went on to candidly admit to its members that Front Sight intended to “press our prosecution of  
10 the litigation like a blitzkrieg” and that it would “not ease [the] blistering legal attack” until the EB5  
11 Parties were forced “into financial ruin in bankruptcy court.” (*Id.* at pg. 5.)

12 There is no doubt that if Front Sight were to obtain additional personal information about the  
13 EB5 Parties, including their private, financial information, they would certainly use it to—once  
14 again—harass the EB5 Parties.

15 **IV. CONCLUSION**

16 For the reasons stated above, the EB5 Parties request that the Court extend its December 3,  
17 2019 orders regarding the Motions to Quash to the pending discovery requests and preclude Front  
18 Sight from discovering all of the EB5 Parties’ private, financial information.

19 DATED this 18<sup>th</sup> day of May, 2020.

20 BAILEY ❖ KENNEDY

21  
22 By: /s/ Andrea M. Champion  
23 JOHN R. BAILEY  
JOSHUA M. DICKEY  
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25 LAS VEGAS DEVELOPMENT FUND  
26 LLC; EB5 IMPACT CAPITAL  
27 REGIONAL CENTER LLC; EB5 IMPACT  
28 ADVISORS LLC; ROBERT W.  
DZIUBLA; JON FLEMING; and LINDA  
STANWOOD



**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 18<sup>th</sup> day of May, 2020, service of the foregoing **MOTION FOR PROTECTIVE ORDER REGARDING THE DEFENDANTS’ PRIVATE FINANCIAL INFORMATION** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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# EXHIBIT A

# EXHIBIT A

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23 IMPACT CAPITAL REGIONAL CENTER LLC,  
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
Nevada Limited Liability Company, ) DEPT NO.: 16  
Plaintiff, )  
vs. ) DEFENDANT, LAS VEGAS DEVELOPMENT  
LAS VEGAS DEVELOPMENT FUND LLC, ) FUND LLC'S RESPONSES TO PLAINTIFF'S  
et al., ) FIRST SET OF REQUESTS FOR  
Defendants. ) PRODUCTION OF DOCUMENTS  
\_\_\_\_\_)

29 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**  
30 **RESPONDING PARTY: Defendant, LAS VEGAS DEVELOPMENT FUND LLC**  
31 **SET NO: ONE**

**GENERAL OBJECTIONS**

1  
2 Defendant, **LAS VEGAS DEVELOPMENT FUND LLC** ("Responding party" or  
3 "Defendant"), makes the following general objections, whether or not separately set forth in response  
4 to each document demand, to each and every definition and document demand in the Request for  
5 Production of Documents (Set No. One) of Plaintiff ("Propounding party"):

6 1. Responding party objects to the requests generally, and to each and every individual  
7 request specifically, to the extent that the requests seek documents not currently in responding party's  
8 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
9 grounds that such requests seek to require more of this defendant than any obligation imposed by  
10 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
11 expense, and would seek to impose upon responding party an obligation to investigate or discover  
12 information or materials from third parties or persons which are equally accessible to propounding  
13 party.

14 2. Responding party objects to the requests on the ground that they have not completed  
15 investigation of the facts related to this matter, have not completed discovery in this action and have  
16 not completed preparation for any trial that may be held in this action. Any responses to the  
17 following document demands are based on documents currently known to responding party and are  
18 given without prejudice to responding party right to produce evidence of any subsequently  
19 discovered documents.

20 3. Responding party objects to the requests generally, and to each and every individual  
21 request specifically, to the extent that the requests seek documents or information which would  
22 invade the protections afforded Responding party under the attorney-client privilege and/or work  
23 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the  
24 attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production  
25 of such protected information is not intended to be and shall not operate as a waiver of the applicable  
26 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
27 log.

1 burdensome and oppressive because it seeks documents that are already in possession of  
2 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
3 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
4 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
5 information that is protected by rights of privacy .

6 In Addition, this Document Request is overly broad because it seeks the production of  
7 documents beyond the scope of issues directly related to the pending motion for a preliminary  
8 injunction. Responding Party, subject to and without waiving said objections, will produce all  
9 documents relating to the Injunction Issues that are responsive to this Document Request.

10 **REQUEST NO. 75:**

11 Please provide copies of any and all documents which show or in any way relate to each and  
12 every payment and/or transfer of money or property made by Plaintiff to you from 2012 to the  
13 present, including documents that show where or how that money or property was used after you  
14 received it.

15 **RESPONSE TO REQUEST NO. 75:**

16 Responding Party objects to this Document Request on grounds that it is burdensome and  
17 oppressive because it seeks documents that are already in possession of Requesting Party or  
18 readily available to Requesting Party; it is compound as to issues and facts; it is duplicative to  
19 other Document Requests contained herein and herewith; it seeks information protected by the  
20 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
21 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
22 information that is protected by rights of privacy .

23 In Addition, this Document Request is overly broad because it seeks the production of  
24 documents beyond the scope of issues directly related to the pending motion for a preliminary  
25 injunction. Responding Party, subject to and without waiving said objections, will produce all  
26 documents relating to the Injunction Issues that are responsive to this Document Request.

27  
28

1 **REQUEST NO. 76:**

2 Please provide copies of any and all documents which show or in any way relate to each and  
3 every payment and/or transfer of money or property made by you to any other Defendant in this  
4 matter, or entity controlled by any other Defendant in this matter, from 2012 to the present. This  
5 includes, but is not limited to, documentation related to any reimbursement, salary, or equity  
6 distribution from you to any other Defendant in this matter, or entity controlled by any other  
7 Defendant or entity in this matter.

8 **RESPONSE TO REQUEST NO. 76:**

9 Responding Party objects to this Document Request on grounds that it lacks foundation;  
10 is vague and ambiguous as to “any entity;” it is compound as to issues and facts; it is duplicative  
11 to other Document Requests contained herein and herewith; it is burdensome and oppressive  
12 because it seeks documents that are already in possession of Requesting Party or readily available  
13 to Requesting Party; it seeks information protected by the attorney-client privilege and work  
14 product doctrine; and it purports to require Responding Party to disclose information that is a  
15 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by  
16 rights of privacy.

17 In Addition, this Document Request is overly broad because it seeks the production of  
18 documents beyond the scope of issues directly related to the pending motion for a preliminary  
19 injunction. Responding Party, subject to and without waiving said objections, will produce all  
20 documents relating to the Injunction Issues that are responsive to this Document Request.

21  
22 **REQUEST NO. 77:**

23 Please provide copies of any and all documents which show or in any way relate to each and  
24 every financial transaction and/or transfer of money or property made by you to any other person or  
25 entity, including any other Defendant, or made to you from any other person or entity, including any  
26 other Defendant, from 2012 to the present.

27 **RESPONSE TO REQUEST NO. 77:**

1            Responding Party objects to this Document Request on grounds that it is not reasonably  
2 proportional to the Injunction Issues; vague and ambiguous as to “any other person or entity;” it  
3 is compound as to issues and facts; it is duplicative to other Document Requests contained herein  
4 and herewith; it is burdensome and oppressive because it seeks documents that are already in  
5 possession of Requesting Party or readily available to Requesting Party; it seeks information  
6 protected by the attorney-client privilege and work product doctrine; and it purports to require  
7 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
8 commercially sensitive, or information that is protected by rights of privacy .

9            In Addition, this Document Request is overly broad because it seeks the production of  
10 documents beyond the scope of issues directly related to the pending motion for a preliminary  
11 injunction. Responding Party, subject to and without waiving said objections, will produce all  
12 documents relating to the Injunction Issues that are responsive to this Document Request.

13  
14 **REQUEST NO. 78:**

15            Please provide copies of any and all documents which support, refute, or in any way  
16 relate to each and every payment and/or transfer of money or property made to you by any  
17 foreign or immigrant investor from 2012 to the present.

18 **RESPONSE TO REQUEST NO. 78:**

19            Responding Party objects to this Document Request on grounds that it lacks foundation;  
20 is vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and  
21 facts; it is duplicative to other Document Requests contained herein and herewith; it is  
22 burdensome and oppressive because it seeks documents that are already in possession of  
23 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
24 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
25 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
26 information that is protected by rights of privacy .

27            In Addition, this Document Request is overly broad because it seeks the production of  
28

1 documents beyond the scope of issues directly related to the pending motion for a preliminary  
2 injunction. Responding Party, subject to and without waiving said objections, will produce all  
3 documents relating to the Injunction Issues that are responsive to this Document Request.

4 **REQUEST NO. 79:**

5 Please provide copies of any and all documents which in any way relate to each and every  
6 financial transaction in which you have been involved from 2012 to the present, including all  
7 underlying documentation to substantiate said transaction(s).

8 **RESPONSE TO REQUEST NO. 79:**

9 Responding Party objects to this Document Request on grounds that it is not reasonably  
10 proportional to the Injunction Issues; it is vague and ambiguous as to “involved;” it is duplicative  
11 to other Document Requests contained herein and herewith; it is burdensome and oppressive  
12 because it seeks documents that are already in possession of Requesting Party or readily available  
13 to Requesting Party; it seeks information protected by the attorney-client privilege and work  
14 product doctrine; and it purports to require Responding Party to disclose information that is a  
15 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by  
16 rights of privacy.

17 In Addition, this Document Request is overly broad because it seeks the production of  
18 documents beyond the scope of issues directly related to the pending motion for a preliminary  
19 injunction. Responding Party, subject to and without waiving said objections, will produce all  
20 documents relating to the Injunction Issues that are responsive to this Document Request.

21 **REQUEST NO. 80:**

22 Please provide copies of any and all documents which identify the details of each and every  
23 EB-5 investor and/or investment transaction related to the Front Sight project, including but not  
24 limited to the identity of the person or entity involved, the address of the person or entity investing,  
25 the country of origin of the person or entity investing, the contact person for the agent of the EB-5  
26 investor, the date of the transaction, the amount of the investment, the source of the funds for the  
27 investment, the current immigration status of the EB-5 investor, and the current status of the  
28



1 investment.

2 **RESPONSE TO REQUEST NO. 80:**

3 Responding Party objects to this Document Request on grounds that it is compound as to  
4 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is  
5 burdensome and oppressive because it seeks documents that are already in possession of  
6 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
7 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
8 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
9 information that is protected by rights of privacy .

10 In Addition, this Document Request is overly broad because it seeks the production of  
11 documents beyond the scope of issues directly related to the pending motion for a preliminary  
12 injunction. Responding Party, subject to and without waiving said objections, will produce all  
13 documents relating to the Injunction Issues that are responsive to this Document Request.

14

15 **REQUEST NO. 81:**

16 Please provide copies of any and all documents which support, refute, or in any way relate  
17 to each and every representation you have made to any potential EB-5 investor of the Front Sight  
18 project, or agent of any potential EB-5 investor, including representations prior to investment and  
19 updates since investment.

20 **RESPONSE TO REQUEST NO. 81:**

21 Responding Party objects to this Document Request on grounds that it lacks foundation;  
22 is vague and ambiguous as to “representation;” it is compound as to issues and facts; it is  
23 duplicative to other Document Requests contained herein and herewith; it is burdensome and  
24 oppressive because it seeks documents that are already in possession of Requesting Party or  
25 readily available to Requesting Party; it seeks information protected by the attorney-client  
26 privilege and work product doctrine; and it purports to require Responding Party to disclose  
27 information that is a trade secret, confidential, proprietary, commercially sensitive, or

28

1 ambiguous; it is duplicative to other Document Requests contained herein and herewith; it is  
2 burdensome and oppressive because it seeks documents that are already in possession of  
3 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
4 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
5 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
6 information that is protected by rights of privacy.

7 In Addition, this Document Request is overly broad because it seeks the production of  
8 documents beyond the scope of issues directly related to the pending motion for a preliminary  
9 injunction. Responding Party, subject to and without waiving said objections, will produce all  
10 documents relating to the Injunction Issues that are responsive to this Document Request.

11  
12 DATED: July 24, 2019

FARMER CASE & FEDOR

13  
14 /s/ Kathryn Holbert  
15 ANTHONY T. CASE, ESQ.  
16 Nevada Bar No. 6589  
17 tcase@farmercase.com  
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STANWOOD

# EXHIBIT B

# EXHIBIT B

1 **RRFP**

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14 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B

18 Nevada Limited Liability Company, ) DEPT NO.: 16

19 Plaintiff, )

20 vs. )

21 LAS VEGAS DEVELOPMENT FUND LLC, )

et al., )

22 Defendants. )

23 )

24 )

25 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**

26 **RESPONDING PARTY: Defendant, ROBERT W. DZIUBLA**

27 **SET NO: ONE**

28

**GENERAL OBJECTIONS**

1  
2 Defendant, **ROBERT W. DZIBULA**("Responding party" or "Defendant"), makes the following  
3 general objections, whether or not separately set forth in response to each document demand, to each  
4 and every definition and document demand in the Request for Production of Documents (Set No.  
5 One) of Plaintiff ("Propounding party"):

6         1.         Responding party objects to the requests generally, and to each and every individual  
7 request specifically, to the extent that the requests seek documents not currently in responding party's  
8 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
9 grounds that such requests seek to require more of this defendant than any obligation imposed by  
10 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
11 expense, and would seek to impose upon responding party an obligation to investigate or discover  
12 information or materials from third parties or persons which are equally accessible to propounding  
13 party.

14         2.         Responding party objects to the requests on the ground that they have not completed  
15 investigation of the facts related to this matter, have not completed discovery in this action and have  
16 not completed preparation for any trial that may be held in this action. Any responses to the  
17 following document demands are based on documents currently known to responding party and are  
18 given without prejudice to responding party right to produce evidence of any subsequently  
19 discovered documents.

20         3.         Responding party objects to the requests generally, and to each and every individual  
21 request specifically, to the extent that the requests seek documents or information which would  
22 invade the protections afforded Responding party under the attorney-client privilege and/or work  
23 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the  
24 attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production  
25 of such protected information is not intended to be and shall not operate as a waiver of the applicable  
26 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
27 log.

1 4. Unless otherwise indicated, Responding Party will produce information regarding the  
2 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary  
3 Injunction Petition. (hereafter "Injunction Issues").

4 5 Responding Party reserves the right to condition the production of documents  
5 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
6 confidentiality or protective order governing the disclosure of any such information.

7 6. The production of any documents or information by Responding Party is made  
8 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
9 documents containing confidential or proprietary information or trade secrets.

10 7. Responding Party objects to the requests to the extent that they would require  
11 Responding Party to produce documents or information covered by confidentiality agreements with  
12 others, or that would require Responding Party to violate the privacy interests of others.

13  
14 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

15 **REQUEST NO. 1:**

16 Produce copies any and all documents, writings and/or communications utilized or consulted  
17 in the answering of Plaintiff's First Set Interrogatories to Defendant Robert Dziubla.

18 **RESPONSE TO REQUEST NO. 1:**

19 Objection. This Document Request seeks information that does not exist as there has  
20 been no Interrogatories served on Responding Party.

21 **REQUEST NO. 2:**

22 Produce copies of any and all documents referred to in Defendant's answers to Plaintiff's  
23 First Set of Interrogatories to Defendant Robert Dziubla.

24 **RESPONSE TO REQUEST NO. 2:**

25 Objection. This Document Request seeks information that does not exist as there has  
26 been no Interrogatories served on Responding Party.

27 **REQUEST NO. 3:**

28 Please provide copies of any and all documents which support, refute, or in any way relate

1 Please provide copies of any and all documents which show or in any way relate to each and  
2 every payment and/or transfer of money or property made by Plaintiff to you, or to any entity  
3 controlled by you, from 2012 to the present, including documents that show where or how that  
4 money or property was used after you received it.

5 **RESPONSE TO REQUEST NO. 73:**

6 Responding Party objects to this Document Request on grounds that it is burdensome and  
7 oppressive because it seeks documents that are already in possession of Requesting Party or readily  
8 available to Requesting Party; it is compound as to issues and facts; it is duplicative to other  
9 Document Requests contained herein and herewith; it seeks information protected by the  
10 attorney-client privilege and work product doctrine; and it purports to require Responding Party to  
11 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
12 information that is protected by rights of privacy .

13 In Addition, this Document Request is overly broad because it seeks the production of  
14 documents beyond the scope of issues directly related to the pending motion for a preliminary  
15 injunction. Responding Party, subject to and without waiving said objections, will produce all  
16 documents relating to the Injunction Issues that are responsive to this Document Request.

17  
18 **REQUEST NO. 74:**

19 Please provide copies of any and all documents which show or in any way relate to each and  
20 every payment and/or transfer of money or property made to you, or any entity controlled by you,  
21 by any other Defendant in this matter from 2012 to the present. This includes, but is not limited to,  
22 documentation related to any reimbursement, salary, or equity distribution to you from any other  
23 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter.

24  
25 **RESPONSE TO REQUEST NO. 74:**

26 Responding Party objects to this Document Request on grounds that it lacks foundation; is  
27 vague and ambiguous as to “any entity;” it is compound as to issues and facts; it is duplicative to  
28 other Document Requests contained herein and herewith; it is burdensome and oppressive because

1 it seeks documents that are already in possession of Requesting Party or readily available to  
2 Requesting Party; it seeks information protected by the attorney-client privilege and work product  
3 doctrine; and it purports to require Responding Party to disclose information that is a trade secret,  
4 confidential, proprietary, commercially sensitive, or information that is protected by rights of  
5 privacy.

6 In Addition, this Document Request is overly broad because it seeks the production of  
7 documents beyond the scope of issues directly related to the pending motion for a preliminary  
8 injunction. Responding Party, subject to and without waiving said objections, will produce all  
9 documents relating to the Injunction Issues that are responsive to this Document Request.

10 **REQUEST NO. 75:**

11 Please provide copies of any and all documents which show or in any way relate to each and  
12 every financial transaction and/or transfer of money or property made to you, or any entity, including  
13 any other Defendant, controlled by you, from any other person or entity, including any other  
14 Defendant, from 2012 to the present.

15 **RESPONSE TO REQUEST NO. 75:**

16 Responding Party objects to this Document Request on grounds that it is not reasonably  
17 proportional to the Injunction Issues; vague and ambiguous as to "any other person or entity;" it is  
18 compound as to issues and facts; it is duplicative to other Document Requests contained herein and  
19 herewith; it is burdensome and oppressive because it seeks documents that are already in possession  
20 of Requesting Party or readily available to Requesting Party; it seeks information protected by the  
21 attorney-client privilege and work product doctrine; and it purports to require Responding Party to  
22 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
23 information that is protected by rights of privacy .

24 In Addition, this Document Request is overly broad because it seeks the production of  
25 documents beyond the scope of issues directly related to the pending motion for a preliminary  
26 injunction. Responding Party, subject to and without waiving said objections, will produce all  
27 documents relating to the Injunction Issues that are responsive to this Document Request.

28 **REQUEST NO. 76:**



1 Please provide copies of any and all documents which support, refute, or in any way relate  
2 to each and every payment and/or transfer of money or property made to you, or any entity controlled  
3 by you, by any foreign or immigrant investor from 2012 to the present.

4 **RESPONSE TO REQUEST NO. 76:**

5 Responding Party objects to this Document Request on grounds that it lacks foundation; is  
6 vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and facts;  
7 it is duplicative to other Document Requests contained herein and herewith; it is burdensome and  
8 oppressive because it seeks documents that are already in possession of Requesting Party or readily  
9 available to Requesting Party; it seeks information protected by the attorney-client privilege and  
10 work product doctrine; and it purports to require Responding Party to disclose information that is  
11 a trade secret, confidential, proprietary, commercially sensitive, or information that is protected by  
12 rights of privacy .

13 In Addition, this Document Request is overly broad because it seeks the production of  
14 documents beyond the scope of issues directly related to the pending motion for a preliminary  
15 injunction. Responding Party, subject to and without waiving said objections, will produce all  
16 documents relating to the Injunction Issues that are responsive to this Document Request.

17  
18 **REQUEST NO. 77:**

19 Please provide copies of any and all documents which in any way relate to each and every  
20 financial transaction in which you have been involved from 2012 to the present, including all  
21 underlying documentation to substantiate said transaction(s).

22 **RESPONSE TO REQUEST NO. 77:**

23 Responding Party objects to this Document Request on grounds that it is burdensome and  
24 oppressive because it is not reasonably proportional to the Injunction Issues; vague and ambiguous  
25 as to "each and every financial transaction;" it is compound as to issues and facts; it is duplicative  
26 to other Document Requests contained herein and herewith; it seeks information protected by the  
27 attorney-client privilege and work product doctrine; and it purports to require Responding Party to  
28 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or

1 information that is protected by rights of privacy .

2 In Addition, this Document Request is overly broad because it seeks the production of  
3 documents beyond the scope of issues directly related to the pending motion for a preliminary  
4 injunction. Responding Party, subject to and without waiving said objections, will produce all  
5 documents relating to the Injunction Issues that are responsive to this Document Request.

6 **REQUEST NO. 78:**

7 Please provide copies of any and all documents which identify the details of each and every  
8 EB-5 investor and/or investment transaction related to the Front Sight project referenced in the  
9 Second Amended Complaint, including but not limited to the identity of the person or entity  
10 involved, the address of the person or entity investing, the contact person for the agent of the EB-5  
11 investor, the country of origin of the person or entity investing, the date of the transaction, the  
12 amount of the investment, the source of the funds for the investment, the current immigration status  
13 of the EB-5 investor, and the current status of the investment.

14 **RESPONSE TO REQUEST NO. 78:**

15 Responding Party objects to this Document Request on grounds that it is compound as to  
16 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is  
17 burdensome and oppressive because it seeks documents that are already in possession of Requesting  
18 Party or readily available to Requesting Party; it seeks information protected by the attorney-client  
19 privilege and work product doctrine; and it purports to require Responding Party to disclose  
20 information that is a trade secret, confidential, proprietary, commercially sensitive, or information  
21 that is protected by rights of privacy .

22 In Addition, this Document Request is overly broad because it seeks the production of  
23 documents beyond the scope of issues directly related to the pending motion for a preliminary  
24 injunction. Responding Party, subject to and without waiving said objections, will produce all  
25 documents relating to the Injunction Issues that are responsive to this Document Request

26 **REQUEST NO. 79:**

27 Please provide copies of any and all documents which support, refute, or in any way relate  
28 to each and every representation you have made to any potential EB-5 investor of the Front Sight

1 In Addition, this Document Request is overly broad because it seeks the production of  
2 documents beyond the scope of issues directly related to the pending motion for a preliminary  
3 injunction. Responding Party, subject to and without waiving said objections, will produce all  
4 documents relating to the Injunction Issues that are responsive to this Document Request.

5 **REQUEST NO. 81:**

6 Please provide copies of any and all documents provided to you, or any entity controlled by  
7 you, by Plaintiff or any representative of Plaintiff at any time between 2012 and the present.

8 **RESPONSE TO REQUEST NO. 81:**

9 Responding Party objects to this Document Request on grounds that it is duplicative to other  
10 Document Requests contained herein and herewith; and it is burdensome and oppressive because  
11 it seeks documents that are already in possession of Requesting Party or readily available to  
12 Requesting Party.

13 **REQUEST NO. 82:**

14 Please produce all documents showing the use of funds paid by Plaintiff and received by you  
15 and/or your agents, and/or any entity controlled by you, including specifically providing the  
16 chronological tracing of the funds from the date of receipt to the transfer and/or use of the funds.

17 **RESPONSE TO REQUEST NO. 82:**

18 Responding Party objects to this Document Request on grounds that it is duplicative to other  
19 Document Requests contained herein and herewith; and it is burdensome and oppressive because  
20 it seeks documents that are already in possession of Requesting Party or readily available to  
21 Requesting Party.

22  
23 **REQUEST NO. 83:**

24 Please produce copies of all financial records generated from January 1, 2013 through the  
25 present date, inclusive, regarding any business in which you have or have had any legal or beneficial  
26 interest whatsoever since January 1, 2013. Responsive documents shall include, without limitation,  
27 general ledgers, QuickBooks, income, accounts receivable, inventory, payroll, bills, expenses,  
28 audited and unaudited financial statements, other ledgers, journals, bank account statements, check

1 registers, canceled checks, loan documents and the customer or client list.

2 **RESPONSE TO REQUEST NO. 83:**

3 Responding Party objects to this Document Request on grounds that it is burdensome and  
4 oppressive because it is not reasonably proportional to the Injunction Issues; vague and ambiguous  
5 as to multiple terms; it is compound as to issues and facts; it is duplicative to other Document  
6 Requests contained herein and herewith; it seeks information protected by the attorney-client  
7 privilege and work product doctrine; and it purports to require Responding Party to disclose  
8 information that is a trade secret, confidential, proprietary, commercially sensitive, or information  
9 that is protected by rights of privacy .

10 In Addition, this Document Request is overly broad because it seeks the production of  
11 documents beyond the scope of issues directly related to the pending motion for a preliminary  
12 injunction. Responding Party, subject to and without waiving said objections, will produce all  
13 documents relating to the Injunction Issues that are responsive to this Document Request.

14 **REQUEST NO. 84:**

15 Please produce all W-2 forms submitted to the Internal Revenue Service by you for each of  
16 the tax years from 2013 to present.

17 **RESPONSE TO REQUEST NO. 84:**

18 Responding Party objects to this Document Request on grounds that it is burdensome and  
19 oppressive because it is not reasonably proportional to the Injunction Issues;; and it seeks  
20 information protected by the attorney-client privilege and work product doctrine; and it purports to  
21 require Responding Party to disclose information that is a trade secret, confidential, proprietary,  
22 commercially sensitive, or information that is protected by rights of privacy .

23 In Addition, this Document Request is overly broad because it seeks the production of  
24 documents beyond the scope of issues directly related to the pending motion for a preliminary  
25 injunction. Responding Party, subject to and without waiving said objections, will produce all  
26 documents relating to the Injunction Issues that are responsive to this Document Request.

27 **REQUEST NO. 85:**

28 Please produce any and all communications between you and any other party to this litigation

1 in any way relating to Plaintiff, Plaintiff's project, or the EB-5 raise.

2 **RESPONSE TO REQUEST NO. 85:**

3 Responding Party objects to this Document Request on grounds that it is burdensome and  
4 oppressive because it is not reasonably proportional to the Injunction Issues; vague and ambiguous  
5 to "about Plaintiff;" it is compound; duplicative; and it seeks information protected by the  
6 attorney-client privilege and work product doctrine; and it purports to require Responding Party to  
7 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
8 information that is protected by rights of privacy .

9 In Addition, this Document Request is overly broad because it seeks the production of  
10 documents beyond the scope of issues directly related to the pending motion for a preliminary  
11 injunction. Responding Party, subject to and without waiving said objections, will produce all  
12 documents relating to the Injunction Issues that are responsive to this Document Request.

13 **REQUEST NO. 86:**

14 Please produce all personal tax records from January 1, 2013 to the present. Plaintiff agrees  
15 that you may produce your response as "confidential" under the Stipulated Protective Order.

16 **RESPONSE TO REQUEST NO. 86:**

17 Responding Party objects to this Document Request on grounds that it is burdensome and  
18 oppressive because it is not reasonably proportional to the Injunction Issues; it is duplicative; it is  
19 compound as to facts and issues; and it seeks information protected by the attorney-client privilege  
20 and work product doctrine; and it purports to require Responding Party to disclose information that  
21 is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected  
22 by rights of privacy .

23 In Addition, this Document Request is overly broad because it seeks the production of  
24 documents beyond the scope of issues directly related to the pending motion for a preliminary  
25 injunction. Responding Party, subject to and without waiving said objections, will produce all  
26 documents relating to the Injunction Issues that are responsive to this Document Request.

27 **REQUEST NO. 87:**

28 Please produce any and all documents relating to bank accounts, whether, personal accounts

1 or those belonging to or related to any business entities with which you are, or have been, involved  
2 or associated, into which any checks, cash, money orders, wire transfers, or any other payments you  
3 have received from Plaintiff, any Defendant, or any of Plaintiff's or Defendants' related entities were  
4 deposited. Plaintiff agrees that you may produce your response as "confidential" under the Stipulated  
5 Protective Order.

6 **RESPONSE TO REQUEST NO. 87:**

7 Responding Party objects to this Document Request on grounds that it is burdensome and  
8 oppressive because it is not reasonably proportional to the Injunction Issues; it is duplicative; it is  
9 compound as to facts and issues; and it seeks information protected by the attorney-client privilege  
10 and work product doctrine; and it purports to require Responding Party to disclose information that  
11 is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected  
12 by rights of privacy .

13 In Addition, this Document Request is overly broad because it seeks the production of  
14 documents beyond the scope of issues directly related to the pending motion for a preliminary  
15 injunction. Responding Party, subject to and without waiving said objections, will produce all  
16 documents relating to the Injunction Issues that are responsive to this Document Request.

17 **REQUEST NO. 88:**

18 Please produce any and all documents related to the formation of any business entity with  
19 which you are, or have been, involved or associated, including, but not limited to, articles of  
20 incorporation, LLC operating agreements, and documents governing the operation of the relevant  
21 business entities.

22 **RESPONSE TO REQUEST NO. 88:**

23 Responding Party objects to this Document Request on grounds that it lacks foundation; is  
24 vague and ambiguous; it is compound as to issues and facts; it is burdensome and oppressive because  
25 it seeks documents that are already in possession of Requesting Party or readily available to  
26 Requesting Party; it seeks information protected by the attorney-client privilege and work product  
27 doctrine; and it purports to require Responding Party to disclose information that is a trade secret,  
28 confidential, proprietary, commercially sensitive, or information that is protected by rights of privacy

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In Addition, this Document Request is overly broad because it seeks the production of documents beyond the scope of issues directly related to the pending motion for a preliminary injunction. Responding Party, subject to and without waiving said objections, will produce all documents relating to the Injunction Issues that are responsive to this Document Request.

**REQUEST NO. 89:**

Please produce any and all documents relating to bank accounts you have set up for any business entities with which you are involved or associated jointly with any other Defendant.

**RESPONSE TO REQUEST NO. 89:**

Responding Party objects to this Document Request on grounds that it lacks foundation; it seeks information protected by the attorney-client privilege and work product doctrine; and it purports to require Responding Party to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected by rights of privacy .

In Addition, this Document Request is overly broad because it seeks the production of documents beyond the scope of issues directly related to the pending motion for a preliminary injunction. Responding Party, subject to and without waiving said objections, will produce all documents relating to the Injunction Issues that are responsive to this Document Request.

**REQUEST NO. 90:**

Please produce copies of all documents comprising or constituting monthly statements or other periodic statements of account from all banks and other financial institutions in which you have had any type of checking, savings, brokerage, mutual fund, money market, certificate of deposit, or other type of interest or account for all periods from January 1, 2013 through the present date, inclusive. This request includes any accounts into which (at any point during the time period January 1, 2013 to the present date, inclusive) you have made any deposits or from which you have had the right to withdraw, and any account over which you have, or have had, whether acting alone or in concert with others, either signature authority or authority to direct the disposition of assets or funds held therein.

1 **RESPONSE TO REQUEST NO. 90:**

2 Responding Party objects to this Document Request on grounds that it lacks foundation; it  
3 is burdensome and oppressive because it is not reasonably proportional to the Injunction Issues; it  
4 is compound as to issues and facts; it seeks information protected by the attorney-client privilege  
5 and work product doctrine; and it purports to require Responding Party to disclose information that  
6 is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected  
7 by rights of privacy .

8 In Addition, this Document Request is overly broad because it seeks the production of  
9 documents beyond the scope of issues directly related to the pending motion for a preliminary  
10 injunction. Responding Party, subject to and without waiving said objections, will produce all  
11 documents relating to the Injunction Issues that are responsive to this Document Request.

12 **REQUEST NO. 91:**

13 Produce any and all communication between you and Sean Flynn.

14 **RESPONSE TO REQUEST NO. 91:**

15 Responding Party objects to this Document Request on grounds that it is burdensome and  
16 oppressive because it is not reasonably proportional to the Injunction Issues; it is vague and  
17 ambiguous; and it seeks information protected by the attorney-client privilege and work product  
18 doctrine; and it purports to require Responding Party to disclose information that is a trade secret,  
19 confidential, proprietary, commercially sensitive, or information that is protected by rights of  
20 privacy.

21 In Addition, this Document Request is overly broad because it seeks the production of  
22 documents beyond the scope of issues directly related to the pending motion for a preliminary  
23 injunction. Responding Party, subject to and without waiving said objections, will produce all  
24 documents relating to the Injunction Issues that are responsive to this Document Request.

25 **REQUEST NO. 92:**

26 Please provide any and all documents which relate to and/or account for any and all funds  
27 you have received from Front Sight directly or which you know to originate from Front Sight,  
28 including all money received by you from Plaintiff, how said funds were spent, identification of who



1 received any portion of the funds, and any and all documentation to support or justify payments made  
2 or funds spent.

3 **RESPONSE TO REQUEST NO. 92:**

4 Responding Party objects to this Document Request on grounds that it lacks foundation; it  
5 is compound as to issues and facts; it is duplicative to other Document Requests contained herein  
6 and herewith; it is burdensome and oppressive because it seeks documents that are already in  
7 possession of Requesting Party or readily available to Requesting Party; it seeks information  
8 protected by the attorney-client privilege and work product doctrine; and it purports to require  
9 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
10 commercially sensitive, or information that is protected by rights of privacy .

11 In Addition, this Document Request is overly broad because it seeks the production of  
12 documents beyond the scope of issues directly related to the pending motion for a preliminary  
13 injunction. Responding Party, subject to and without waiving said objections, will produce all  
14 documents relating to the Injunction Issues that are responsive to this Document Request

15 **REQUEST NO. 93:**

16 Please provide any and all documents which show or demonstrate your experience with EB-5  
17 lending at any time in the past.

18 **RESPONSE TO REQUEST NO. 93:**

19 Responding Party objects to this Document Request on grounds that it is vague and  
20 ambiguous as to “experience;” and it seeks information protected by the attorney-client privilege  
21 and work product doctrine; and it purports to require Responding Party to disclose information  
22 that is a trade secret, confidential, proprietary, commercially sensitive, or information that is  
23 protected by rights of privacy .

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1 In Addition, this Document Request is overly broad because it seeks the production of  
2 documents beyond the scope of issues directly related to the pending motion for a preliminary  
3 injunction. Responding Party, subject to and without waiving said objections, will produce all  
4 documents relating to the Injunction Issues that are responsive to this Document Request.

5  
6  
7 DATED: July 24, 2019

FARMER CASE & FEDOR

8  
9 /s/ Kathryn Holbert  
10 ANTHONY T. CASE, ESQ.  
Nevada Bar No. 6589  
tcase@farmercase.com  
11 KATHRYN HOLBERT, ESQ.  
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20 Attorneys for Defendants  
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21 EB5 IMPACT CAPITAL REGIONAL CENTER,  
22 LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
23 STANWOOD  
24  
25  
26  
27  
28

# EXHIBIT C

# EXHIBIT C

1 **RRFP**

2 ANTHONY T. CASE, ESQ.  
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3 tcase@farmercase.com  
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12 Attorneys for Defendants  
13 LAS VEGAS DEVELOPMENT FUND LLC, EB5  
IMPACT CAPITAL REGIONAL CENTER LLC,  
14 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
JON FLEMING and LINDA STANWOOD

15 **EIGHTH JUDICIAL DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
18 Nevada Limited Liability Company, ) DEPT NO.: 16  
19 Plaintiff, ) DEFENDANT, JON FLEMING’S RESPONSES  
20 vs. ) TO PLAINTIFF’S FIRST SET OF REQUESTS  
FOR PRODUCTION OF DOCUMENTS  
21 LAS VEGAS DEVELOPMENT FUND LLC, )  
et al., )  
22 Defendants. )  
23 )  
24 )

25 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**  
26 **RESPONDING PARTY: Defendant, JON FLEMING**  
27 **SET NO: ONE**

**GENERAL OBJECTIONS**

1  
2 Defendant, **JON FLEMING** ("Responding party" or "Defendant"), makes the following general  
3 objections, whether or not separately set forth in response to each document demand, to each and  
4 every definition and document demand in the Request for Production of Documents (Set No.  
5 One) of Plaintiff ("Propounding party"):

6       1.       Responding party objects to the requests generally, and to each and every  
7 individual request specifically, to the extent that the requests seek documents not currently in  
8 responding party's possession, custody or control, or refers to persons, entities, or events not  
9 known to them, on the grounds that such requests seek to require more of this defendant than any  
10 obligation imposed by law, would subject responding party to unreasonable and undue  
11 annoyance, oppression, burden and expense, and would seek to impose upon responding party an  
12 obligation to investigate or discover information or materials from third parties or persons which  
13 are equally accessible to propounding party.

14       2.       Responding party objects to the requests on the ground that they have not  
15 completed investigation of the facts related to this matter, have not completed discovery in this  
16 action and have not completed preparation for any trial that may be held in this action. Any  
17 responses to the following document demands are based on documents currently known to  
18 responding party and are given without prejudice to responding party right to produce evidence  
19 of any subsequently discovered documents.

20       3.       Responding party objects to the requests generally, and to each and every  
21 individual request specifically, to the extent that the requests seek documents or information  
22 which would invade the protections afforded Responding party under the attorney-client privilege  
23 and/or work product doctrine. Nothing herein is intended to be or should be construed as a  
24 waiver of the attorney-client privilege, the work product doctrine, or any other protection.  
25 Inadvertent production of such protected information is not intended to be and shall not operate  
26 as a waiver of the applicable privilege. Any information withheld on the basis of such privilege  
27 will be identified on a privilege log.

28

1 4. Unless otherwise indicated, Responding Party will produce information regarding  
2 the issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary  
3 Injunction Petition. (hereafter "Injunction Issues").

4 5 Responding Party reserves the right to condition the production of documents  
5 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
6 confidentiality or protective order governing the disclosure of any such information.

7 6. The production of any documents or information by Responding Party is made  
8 without waiver, and with preservation, of any privilege or protection against disclosure afforded  
9 to documents containing confidential or proprietary information or trade secrets.

10 7. Responding Party objects to the requests to the extent that they would require  
11 Responding Party to produce documents or information covered by confidentiality agreements  
12 with others, or that would require Responding Party to violate the privacy interests of others.

13  
14 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

15 **REQUEST NO. 1:**

16 Produce copies any and all documents, writings and/or communications utilized or consulted  
17 in the answering of Plaintiff's First Set Interrogatories to Defendant Jon Fleming.

18 **RESPONSE TO REQUEST NO. 1:**

19 Objection. This Document Request seeks information that does not exist as there has  
20 been no Interrogatories served on Responding Party.

21 **REQUEST NO. 2:**

22 Produce copies of any and all documents referred to in Defendant's answers to Plaintiff's  
23 First Set of Interrogatories to Defendant Jon Fleming.

24 **RESPONSE TO REQUEST NO. 2:**

25 Objection. This Document Request seeks information that does not exist as there has  
26 been no Interrogatories served on Responding Party.

27 **REQUEST NO. 3:**

28 Please provide copies of any and all documents which support, refute, or in any way relate

1 possession of Requesting Party or readily available to Requesting Party; it seeks information  
2 protected by the attorney-client privilege and work product doctrine; and it purports to require  
3 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
4 commercially sensitive, or information that is protected by rights of privacy .

5 In Addition, this Document Request is overly broad because it seeks the production of  
6 documents beyond the scope of issues directly related to the pending motion for a preliminary  
7 injunction. Responding Party, subject to and without waiving said objections, will produce all  
8 documents relating to the Injunction Issues that are responsive to this Document Request.

9  
10  
11 **REQUEST NO. 74:**

12 Please provide copies of any and all documents which support, refute, or in any way  
13 relate to each and every payment and/or transfer of money or property made to you, or any entity  
14 controlled by you, by any foreign or immigrant investor from 2012 to the present.

15 **RESPONSE TO REQUEST NO. 74:**

16 Responding Party objects to this Document Request on grounds that it lacks foundation;  
17 is vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and  
18 facts; it is duplicative to other Document Requests contained herein and herewith; it is  
19 burdensome and oppressive because it seeks documents that are already in possession of  
20 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
21 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
22 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
23 information that is protected by rights of privacy .

24 In Addition, this Document Request is overly broad because it seeks the production of  
25 documents beyond the scope of issues directly related to the pending motion for a preliminary  
26 injunction. Responding Party, subject to and without waiving said objections, will produce all  
27 documents relating to the Injunction Issues that are responsive to this Document Request.

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**REQUEST NO. 75:**

Please provide copies of any and all documents which in any way relate to each and every financial transaction in which you have been involved from 2012 to the present, including all underlying documentation to substantiate said transaction(s).

**RESPONSE TO REQUEST NO. 75:**

Responding Party objects to this Document Request on grounds that it is burdensome and oppressive because it is not reasonably proportional to the Injunction Issues; vague and ambiguous as to “each and every financial transaction;” it is compound as to issues and facts; it is duplicative to other Document Requests contained herein and herewith; it seeks information protected by the attorney-client privilege and work product doctrine; and it purports to require Responding Party to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected by rights of privacy .

In Addition, this Document Request is overly broad because it seeks the production of documents beyond the scope of issues directly related to the pending motion for a preliminary injunction. Responding Party, subject to and without waiving said objections, will produce all documents relating to the Injunction Issues that are responsive to this Document Request.

**REQUEST NO. 76:**

Please provide copies of any and all documents which identify the details of each and every EB-5 investor and/or investment transaction related to the Front Sight project referenced in the Second Amended Complaint, including but not limited to the identity of the person or entity involved, the address of the person or entity investing, the contact person for the agent of the EB-5 investor, the country of origin of the person or entity investing, the date of the transaction, the amount of the investment, the source of the funds for the investment, the current immigration status of the EB-5 investor, and the current status of the investment.

**RESPONSE TO REQUEST NO. 76:**

Responding Party objects to this Document Request on grounds that it is compound as to



1 to Requesting Party.

2  
3 **REQUEST NO. 80:**

4 Please produce all documents showing the use of funds paid by Plaintiff and received by  
5 you and/or your agents, and/or any entity controlled by you, including specifically providing the  
6 chronological tracing of the funds from the date of receipt to the transfer and/or use of the funds.

7 **RESPONSE TO REQUEST NO. 80**

8 Responding Party objects to this Document Request on grounds that it is duplicative to  
9 other Document Requests contained herein and herewith; and it is burdensome and oppressive  
10 because it seeks documents that are already in possession of Requesting Party or readily available  
11 to Requesting Party.

12  
13 **REQUEST NO. 81:**

14 Please produce copies of all financial records generated from January 1, 2013 through the  
15 present date, inclusive, regarding any business in which you have or have had any legal or  
16 beneficial interest whatsoever since January 1, 2013. Responsive documents shall include,  
17 without limitation, general ledgers, QuickBooks, income, accounts receivable, inventory, payroll,  
18 bills, expenses, audited and unaudited financial statements, other ledgers, journals, bank account  
19 statements, check registers, canceled checks, loan documents and the customer or client list.

20 **RESPONSE TO REQUEST NO. 81:**

21 Responding Party objects to this Document Request on grounds that it is burdensome  
22 and oppressive because it is not reasonably proportional to the Injunction Issues; vague and  
23 ambiguous as to multiple terms; it is compound as to issues and facts; it is duplicative to other  
24 Document Requests contained herein and herewith; it seeks information protected by the  
25 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
26 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
27 information that is protected by rights of privacy .

28 In Addition, this Document Request is overly broad because it seeks the production of

1 documents beyond the scope of issues directly related to the pending motion for a preliminary  
2 injunction. Responding Party, subject to and without waiving said objections, will produce all  
3 documents relating to the Injunction Issues that are responsive to this Document Request.

4  
5 **REQUEST NO. 82:**

6 Please produce all W-2 forms submitted to the Internal Revenue Service by you for each  
7 of the tax years from 2013 to present.

8 **RESPONSE TO REQUEST NO. 82:**

9 Responding Party objects to this Document Request on grounds that it is burdensome  
10 and oppressive because it is not reasonably proportional to the Injunction Issues;; and it seeks  
11 information protected by the attorney-client privilege and work product doctrine; and it purports  
12 to require Responding Party to disclose information that is a trade secret, confidential,  
13 proprietary, commercially sensitive, or information that is protected by rights of privacy .

14 In Addition, this Document Request is overly broad because it seeks the production of  
15 documents beyond the scope of issues directly related to the pending motion for a preliminary  
16 injunction. Responding Party, subject to and without waiving said objections, will produce all  
17 documents relating to the Injunction Issues that are responsive to this Document Request.

18  
19 **REQUEST NO. 83:**

20 Please produce any and all communications between you and any other party to this  
21 litigation in any way relating to Plaintiff, Plaintiff’s project, or the EB-5 raise.

22 **RESPONSE TO REQUEST NO. 83:**

23 Responding Party objects to this Document Request on grounds that it is burdensome  
24 and oppressive because it is not reasonably proportional to the Injunction Issues; vague and  
25 ambiguous to “about Plaintiff;” it is compound; duplicative; and it seeks information protected  
26 by the attorney-client privilege and work product doctrine; and it purports to require Responding  
27 Party to disclose information that is a trade secret, confidential, proprietary, commercially  
28 sensitive, or information that is protected by rights of privacy .

1 In Addition, this Document Request is overly broad because it seeks the production of  
2 documents beyond the scope of issues directly related to the pending motion for a preliminary  
3 injunction. Responding Party, subject to and without waiving said objections, will produce all  
4 documents relating to the Injunction Issues that are responsive to this Document Request.

5  
6 **REQUEST NO. 84:**

7 Please produce all personal tax records from January 1, 2013 to the present. Plaintiff  
8 agrees that you may produce your response as “confidential” under the Stipulated Protective  
9 Order.

10 **RESPONSE TO REQUEST NO. 84:**

11 Responding Party objects to this Document Request on grounds that it is burdensome  
12 and oppressive because it is not reasonably proportional to the Injunction Issues; it is  
13 duplicative; it is compound as to facts and issues; and it seeks information protected by the  
14 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
15 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
16 information that is protected by rights of privacy .

17 In Addition, this Document Request is overly broad because it seeks the production of  
18 documents beyond the scope of issues directly related to the pending motion for a preliminary  
19 injunction. Responding Party, subject to and without waiving said objections, will produce all  
20 documents relating to the Injunction Issues that are responsive to this Document Request.

21  
22 **REQUEST NO. 85:**

23 Please produce any and all documents relating to bank accounts, whether, personal  
24 accounts or those belonging to or related to any business entities with which you are, or have  
25 been, involved or associated, into which any checks, cash, money orders, wire transfers, or any  
26 other payments you have received from Plaintiff, any Defendant, or any of Plaintiff’s or  
27 Defendants’ related entities were deposited. Plaintiff agrees that you may produce your response  
28 as “confidential” under the Stipulated Protective Order.

1 **RESPONSE TO REQUEST NO. 85:**

2 Responding Party objects to this Document Request on grounds that it is burdensome  
3 and oppressive because it is not reasonably proportional to the Injunction Issues; it is  
4 duplicative; it is compound as to facts and issues; and it seeks information protected by the  
5 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
6 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
7 information that is protected by rights of privacy .

8 In Addition, this Document Request is overly broad because it seeks the production of  
9 documents beyond the scope of issues directly related to the pending motion for a preliminary  
10 injunction. Responding Party, subject to and without waiving said objections, will produce all  
11 documents relating to the Injunction Issues that are responsive to this Document Request.

12  
13 **REQUEST NO. 86:**

14 Please produce any and all documents related to the formation of any business entity with  
15 which you are, or have been, involved or associated, including, but not limited to, articles of  
16 incorporation, LLC operating agreements, and documents governing the operation of the relevant  
17 business entities.

18 **RESPONSE TO REQUEST NO. 86:**

19 Responding Party objects to this Document Request on grounds that it lacks foundation;  
20 is vague and ambiguous; it is compound as to issues and facts; it is burdensome and oppressive  
21 because it seeks documents that are already in possession of Requesting Party or readily available  
22 to Requesting Party; it seeks information protected by the attorney-client privilege and work  
23 product doctrine; and it purports to require Responding Party to disclose information that is a  
24 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by  
25 rights of privacy .

26 In Addition, this Document Request is overly broad because it seeks the production of  
27 documents beyond the scope of issues directly related to the pending motion for a preliminary  
28 injunction. Responding Party, subject to and without waiving said objections, will produce all

1 documents relating to the Injunction Issues that are responsive to this Document Request.

2  
3 **REQUEST NO. 87:**

4 Please produce any and all documents relating to bank accounts you have set up for any  
5 business entities with which you are involved or associated jointly with any other Defendant.

6 **RESPONSE TO REQUEST NO. 87:**

7 Responding Party objects to this Document Request on grounds that it lacks foundation;  
8 it seeks information protected by the attorney-client privilege and work product doctrine; and it  
9 purports to require Responding Party to disclose information that is a trade secret, confidential,  
10 proprietary, commercially sensitive, or information that is protected by rights of privacy .

11 In Addition, this Document Request is overly broad because it seeks the production of  
12 documents beyond the scope of issues directly related to the pending motion for a preliminary  
13 injunction. Responding Party, subject to and without waiving said objections, will produce all  
14 documents relating to the Injunction Issues that are responsive to this Document Request.

15  
16 **REQUEST NO. 88:**

17 Please produce copies of all documents comprising or constituting monthly statements or  
18 other periodic statements of account from all banks and other financial institutions in which you  
19 have had any type of checking, savings, brokerage, mutual fund, money market, certificate of  
20 deposit, or other type of interest or account for all periods from January 1, 2013 through the  
21 present date, inclusive. This request includes any accounts into which (at any point during the  
22 time period January 1, 2013 to the present date, inclusive) you have made any deposits or from  
23 which you have had the right to withdraw, and any account over which you have, or have had,  
24 whether acting alone or in concert with others, either signature authority or authority to direct the  
25 disposition of assets or funds held therein.

26  
27  
28 **RESPONSE TO REQUEST NO. 88:**

1 Responding Party objects to this Document Request on grounds that it lacks foundation;  
2 it is burdensome and oppressive because it is not reasonably proportional to the Injunction  
3 Issues; it is compound as to issues and facts; it seeks information protected by the attorney-client  
4 privilege and work product doctrine; and it purports to require Responding Party to disclose  
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or  
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7 In Addition, this Document Request is overly broad because it seeks the production of  
8 documents beyond the scope of issues directly related to the pending motion for a preliminary  
9 injunction. Responding Party, subject to and without waiving said objections, will produce all  
10 documents relating to the Injunction Issues that are responsive to this Document Request.

11  
12 **REQUEST NO. 89:**

13 Produce any and all communication between you and Sean Flynn.

14 **RESPONSE TO REQUEST NO. 89:**

15 Responding Party objects to this Document Request on grounds that it lacks foundation;  
16 it is burdensome and oppressive because it is not reasonably proportional to the Injunction  
17 Issues; it is vague and ambiguous; and it seeks information protected by the attorney-client  
18 privilege and work product doctrine; and it purports to require Responding Party to disclose  
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24 documents relating to the Injunction Issues that are responsive to this Document Request

25  
26 **REQUEST NO. 90:**

27 Please provide any and all documents which relate to and/or account for any and all funds  
28 you have received from Front Sight directly or which you know to originate from Front Sight,

1 In Addition, this Document Request is overly broad because it seeks the production of  
2 documents beyond the scope of issues directly related to the pending motion for a preliminary  
3 injunction. Responding Party, subject to and without waiving said objections, will produce all  
4 documents relating to the Injunction Issues that are responsive to this Document Request.

5 DATED: July 24, 2019

FARMER CASE & FEDOR

6  
7  
8 /s/ Kathryn Holbert  
ANTHONY T. CASE, ESQ.  
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9 tcase@farmercase.com  
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19 Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC.  
20 EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
21 W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD

# EXHIBIT D

# EXHIBIT D



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21 Attorneys for Defendants  
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23 IMPACT CAPITAL REGIONAL CENTER LLC,  
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**  
27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
29 Nevada Limited Liability Company, ) DEPT NO.: 16  
30 )  
31 Plaintiff, ) **DEFENDANT, LINDA STANWOOD'S**  
32 ) **RESPONSES TO PLAINTIFF'S REQUEST**  
33 vs. ) **FOR PRODUCTION OF DOCUMENTS**  
34 )  
35 LAS VEGAS DEVELOPMENT FUND LLC, )  
36 et al., )  
37 )  
38 Defendants. )  
39 )  
40 )  
41 )  
42 )  
43 )  
44 )

45 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**  
46 **RESPONDING PARTY: Defendant, LINDA STANWOOD**  
47 **SET NO: ONE**

**GENERAL OBJECTIONS**

Defendant, **LINDA STANWOOD**

("Responding party" or "Defendant"), makes the following general objections, whether or not separately set forth in response to each document demand, to each and every definition and document demand in the Request for Production of Documents (Set No. One) of Plaintiff ("Propounding party"):

1. Responding party objects to the requests generally, and to each and every individual request specifically, to the extent that the requests seek documents not currently in responding party's possession, custody or control, or refers to persons, entities, or events not known to them, on the grounds that such requests seek to require more of this defendant than any obligation imposed by law, would subject responding party to unreasonable and undue annoyance, oppression, burden and expense, and would seek to impose upon responding party an obligation to investigate or discover information or materials from third parties or persons which are equally accessible to propounding party.

2. Responding party objects to the requests on the ground that they have not completed investigation of the facts related to this matter, have not completed discovery in this action and have not completed preparation for any trial that may be held in this action. Any responses to the following document demands are based on documents currently known to responding party and are given without prejudice to responding party right to produce evidence of any subsequently discovered documents.

3. Responding party objects to the requests generally, and to each and every individual request specifically, to the extent that the requests seek documents or information which would invade the protections afforded Responding party under the attorney-client privilege and/or work product doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production of such protected information is not intended to be and shall not operate as a waiver of the applicable privilege. Any information withheld on the basis of such privilege will be identified on a privilege log.

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4. Unless otherwise indicated, Responding Party will produce information regarding the issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary Injunction Petition. (hereafter "Injunction Issues").

5 Responding Party reserves the right to condition the production of documents containing confidential or proprietary information or trade secrets on the Court's issuance of a confidentiality or protective order governing the disclosure of any such information.

6 The production of any documents or information by Responding Party is made without waiver, and with preservation, of any privilege or protection against disclosure afforded to documents containing confidential or proprietary information or trade secrets.

7 Responding Party objects to the requests to the extent that they would require Responding Party to produce documents or information covered by confidentiality agreements with others, or that would require Responding Party to violate the privacy interests of others.

**RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

**REQUEST NO. 1:**

Produce copies any and all documents, writings and/or communications utilized or consulted in the answering of Plaintiff's First Set Interrogatories to Defendant Linda Stanwood.

**RESPONSE TO REQUEST NO. 1:**

Objection. This Document Request seeks information that does not exist as there has been no Interrogatories served on Responding Party.

**REQUEST NO. 2:**

Produce copies of any and all documents referred to in Defendant's answers to Plaintiff's First Set of Interrogatories to Defendant Linda Stanwood.

**RESPONSE TO REQUEST NO. 2:**

Objection. This Document Request seeks information that does not exist as there has been no Interrogatories served on Responding Party.

**REQUEST NO. 3:**

1 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
2 information that is protected by rights of privacy .

3 In Addition, this Document Request is overly broad because it seeks the production of  
4 documents beyond the scope of issues directly related to the pending motion for a preliminary  
5 injunction. Responding Party, subject to and without waiving said objections, will produce all  
6 documents relating to the Injunction Issues that are responsive to this Document Request.

7  
8 **REQUEST NO. 71:**

9 Please provide copies of any and all documents which show or in any way relate to each  
10 and every payment and/or transfer of money or property made by Plaintiff to you, or to any entity  
11 controlled by you, from 2012 to the present, including documents that show where or how that  
12 money or property was used after you received it.

13 **RESPONSE TO REQUEST NO. 71**

14 Responding Party objects to this Document Request on grounds that it is burdensome and  
15 oppressive because it seeks documents that are already in possession of Requesting Party or  
16 readily available to Requesting Party; it is compound as to issues and facts; it is duplicative to  
17 other Document Requests contained herein and herewith; it seeks information protected by the  
18 attorney-client privilege and work product doctrine; and it purports to require Responding Party to  
19 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
20 information that is protected by rights of privacy .

21 In Addition, this Document Request is overly broad because it seeks the production of  
22 documents beyond the scope of issues directly related to the pending motion for a preliminary  
23 injunction. Responding Party, subject to and without waiving said objections, will produce all  
24 documents relating to the Injunction Issues that are responsive to this Document Request.

25  
26 **REQUEST NO. 72:**

27 Please provide copies of any and all documents which show or in any way relate to each  
28 and every payment and/or transfer of money or property made to you, or any entity controlled by

1 you, by any other Defendant in this matter from 2012 to the present. This includes, but is not  
2 limited to, documentation related to any reimbursement, salary, or equity distribution to you from  
3 any other Defendant in this matter, or entity controlled by any other Defendant or entity in this  
4 matter.

5 **RESPONSE TO REQUEST NO. 72:**

6 Responding Party objects to this Document Request on grounds that it lacks foundation;  
7 is vague and ambiguous as to “any entity;” it is compound as to issues and facts; it is duplicative  
8 to other Document Requests contained herein and herewith; it is burdensome and oppressive  
9 because it seeks documents that are already in possession of Requesting Party or readily available  
10 to Requesting Party; it seeks information protected by the attorney-client privilege and work  
11 product doctrine; and it purports to require Responding Party to disclose information that is a  
12 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by  
13 rights of privacy .

14 In Addition, this Document Request is overly broad because it seeks the production of  
15 documents beyond the scope of issues directly related to the pending motion for a preliminary  
16 injunction. Responding Party, subject to and without waiving said objections, will produce all  
17 documents relating to the Injunction Issues that are responsive to this Document Request  
18

19 **REQUEST NO. 73:**

20 Please provide copies of any and all documents which show or in any way relate to each  
21 and every financial transaction and/or transfer of money or property made to you, or any entity  
22 controlled by you, including any other Defendant, from any other person or entity, including any  
23 other Defendant, from 2012 to the present.

24 **RESPONSE TO REQUEST NO. 73:**

25 Responding Party objects to this Document Request on grounds that it is not reasonably  
26 proportional to the Injunction Issues; vague and ambiguous as to “any other person or entity;” it is  
27 compound as to issues and facts; it is duplicative to other Document Requests contained herein  
28 and herewith; it is burdensome and oppressive because it seeks documents that are already in

1 possession of Requesting Party or readily available to Requesting Party; it seeks information  
2 protected by the attorney-client privilege and work product doctrine; and it purports to require  
3 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
4 commercially sensitive, or information that is protected by rights of privacy .

5 In Addition, this Document Request is overly broad because it seeks the production of  
6 documents beyond the scope of issues directly related to the pending motion for a preliminary  
7 injunction. Responding Party, subject to and without waiving said objections, will produce all  
8 documents relating to the Injunction Issues that are responsive to this Document Request.

9

10 **REQUEST NO. 74:**

11 Please provide copies of any and all documents which support, refute, or in any way relate  
12 to each and every payment and/or transfer of money or property made to you, or any entity  
13 controlled by you, by any foreign or immigrant investor from 2012 to the present.

14 **RESPONSE TO REQUEST NO. 74:**

15 Responding Party objects to this Document Request on grounds that it lacks foundation;  
16 is vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and  
17 facts; it is duplicative to other Document Requests contained herein and herewith; it is  
18 burdensome and oppressive because it seeks documents that are already in possession of  
19 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
20 attorney-client privilege and work product doctrine; and it purports to require Responding Party to  
21 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
22 information that is protected by rights of privacy .

23 In Addition, this Document Request is overly broad because it seeks the production of  
24 documents beyond the scope of issues directly related to the pending motion for a preliminary  
25 injunction. Responding Party, subject to and without waiving said objections, will produce all  
26 documents relating to the Injunction Issues that are responsive to this Document Request.

27

28

1 **REQUEST NO. 75:**

2 Please provide copies of any and all documents which in any way relate to each and every  
3 financial transaction in which you have been involved from 2012 to the present, including all  
4 underlying documentation to substantiate said transaction(s).

5 **RESPONSE TO REQUEST NO. 75:**

6 Responding Party objects to this Document Request on grounds that it is burdensome and  
7 oppressive because it is not reasonably proportional to the Injunction Issues; vague and  
8 ambiguous as to “each and every financial transaction;” it is compound as to issues and facts; it is  
9 duplicative to other Document Requests contained herein and herewith; it seeks information  
10 protected by the attorney-client privilege and work product doctrine; and it purports to require  
11 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
12 commercially sensitive, or information that is protected by rights of privacy .

13 In Addition, this Document Request is overly broad because it seeks the production of  
14 documents beyond the scope of issues directly related to the pending motion for a preliminary  
15 injunction. Responding Party, subject to and without waiving said objections, will produce all  
16 documents relating to the Injunction Issues that are responsive to this Document Request.

17  
18 **REQUEST NO. 76:**

19 Please provide copies of any and all documents which identify the details of each and  
20 every EB-5 investor and/or investment transaction related to the Front Sight project referenced in  
21 the Second Amended Complaint, including but not limited to the identity of the person or entity  
22 involved, the address of the person or entity investing, the contact person for the agent of the EB-  
23 5 investor, the country of origin of the person or entity investing, the date of the transaction, the  
24 amount of the investment, the source of the funds for the investment, the current immigration  
25 status of the EB-5 investor, and the current status of the investment.

26 **RESPONSE TO REQUEST NO. 76:**

27 Responding Party objects to this Document Request on grounds that it is compound as to  
28 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is

1 burdensome and oppressive because it seeks documents that are already in possession of  
2 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
3 attorney-client privilege and work product doctrine; and it purports to require Responding Party to  
4 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
5 information that is protected by rights of privacy .

6 In Addition, this Document Request is overly broad because it seeks the production of  
7 documents beyond the scope of issues directly related to the pending motion for a preliminary  
8 injunction. Responding Party, subject to and without waiving said objections, will produce all  
9 documents relating to the Injunction Issues that are responsive to this Document Request

10

11 **REQUEST NO. 77:**

12 Please provide copies of any and all documents which support, refute, or in any way relate  
13 to each and every representation you have made to any potential EB-5 investor of the Front Sight  
14 project, or agent of any potential EB-5 investor, including representations prior to investment and  
15 updates since investment.

16 **RESPONSE TO REQUEST NO. 77:**

17 Responding Party objects to this Document Request on grounds that it lacks foundation;  
18 is vague and ambiguous as to “representation;” it is compound as to issues and facts; it is  
19 duplicative to other Document Requests contained herein and herewith; it is burdensome and  
20 oppressive because it seeks documents that are already in possession of Requesting Party or  
21 readily available to Requesting Party; it seeks information protected by the attorney-client  
22 privilege and work product doctrine; and it purports to require Responding Party to disclose  
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information  
24 that is protected by rights of privacy .

25 In Addition, this Document Request is overly broad because it seeks the production of  
26 documents beyond the scope of issues directly related to the pending motion for a preliminary  
27 injunction. Responding Party, subject to and without waiving said objections, will produce all  
28 documents relating to the Injunction Issues that are responsive to this Document Request.



1 documents relating to the Injunction Issues that are responsive to this Document Request.

2

3 **REQUEST NO. 84:**

4 Please produce all personal tax records from January 1, 2013 to the present. Plaintiff  
5 agrees that you may produce your response as “confidential” under the Stipulated Protective  
6 Order.

7 **RESPONSE TO REQUEST NO. 84:**

8 Responding Party objects to this Document Request on grounds that it is burdensome and  
9 oppressive because it is not reasonably proportional to the Injunction Issues; it is duplicative; it is  
10 compound as to facts and issues; and it seeks information protected by the attorney-client  
11 privilege and work product doctrine; and it purports to require Responding Party to disclose  
12 information that is a trade secret, confidential, proprietary, commercially sensitive, or information  
13 that is protected by rights of privacy .

14 In Addition, this Document Request is overly broad because it seeks the production of  
15 documents beyond the scope of issues directly related to the pending motion for a preliminary  
16 injunction. Responding Party, subject to and without waiving said objections, will produce all  
17 documents relating to the Injunction Issues that are responsive to this Document Request.

18

19 **REQUEST NO. 85:**

20 Please produce any and all documents relating to bank accounts, whether, personal  
21 accounts or those belonging to or related to any business entities with which you are, or have  
22 been, involved or associated, into which any checks, cash, money orders, wire transfers, or any  
23 other payments you have received from Plaintiff, any Defendant, or any of Plaintiff’s or  
24 Defendants’ related entities were deposited. Plaintiff agrees that you may produce your response  
25 as “confidential” under the Stipulated Protective Order.

26

27 **RESPONSE TO REQUEST NO. 85:**

28 Responding Party objects to this Document Request on grounds that it is burdensome and

1 oppressive because it is not reasonably proportional to the Injunction Issues; it is duplicative; it  
2 is compound as to facts and issues; and it seeks information protected by the attorney-client  
3 privilege and work product doctrine; and it purports to require Responding Party to disclose  
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6 In Addition, this Document Request is overly broad because it seeks the production of  
7 documents beyond the scope of issues directly related to the pending motion for a preliminary  
8 injunction. Responding Party, subject to and without waiving said objections, will produce all  
9 documents relating to the Injunction Issues that are responsive to this Document Request.

10

11 **REQUEST NO. 86:**

12 Please produce any and all documents related to the formation of any business entity with  
13 which you are, or have been, involved or associated, including, but not limited to, articles of  
14 incorporation, LLC operating agreements, and documents governing the operation of the relevant  
15 business entities.

16 **RESPONSE TO REQUEST NO. 86:**

17 Responding Party objects to this Document Request on grounds that it lacks foundation;  
18 is vague and ambiguous; it is compound as to issues and facts; it is burdensome and oppressive  
19 because it seeks documents that are already in possession of Requesting Party or readily available  
20 to Requesting Party; it seeks information protected by the attorney-client privilege and work  
21 product doctrine; and it purports to require Responding Party to disclose information that is a  
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26 injunction. Responding Party, subject to and without waiving said objections, will produce all  
27 documents relating to the Injunction Issues that are responsive to this Document Request

28

1 **REQUEST NO. 87:**

2 Please produce any and all documents relating to bank accounts you have set up for any  
3 business entities with which you are involved or associated jointly with any other Defendant.

4 **RESPONSE TO REQUEST NO. 87:**

5 Responding Party objects to this Document Request on grounds that it lacks foundation; it  
6 seeks information protected by the attorney-client privilege and work product doctrine; and it  
7 purports to require Responding Party to disclose information that is a trade secret, confidential,  
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9 In Addition, this Document Request is overly broad because it seeks the production of  
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11 injunction. Responding Party, subject to and without waiving said objections, will produce all  
12 documents relating to the Injunction Issues that are responsive to this Document Request

13

14 **REQUEST NO. 88:**

15 Please produce copies of all documents comprising or constituting monthly statements or  
16 other periodic statements of account from all banks and other financial institutions in which you  
17 have had any type of checking, savings, brokerage, mutual fund, money market, certificate of  
18 deposit, or other type of interest or account for all periods from January 1, 2013 through the  
19 present date, inclusive. This request includes any accounts into which (at any point during the  
20 time period January 1, 2013 to the present date, inclusive) you have made any deposits or from  
21 which you have had the right to withdraw, and any account over which you have, or have had,  
22 whether acting alone or in concert with others, either signature authority or authority to direct the  
23 disposition of assets or funds held therein.

24

25

26 **RESPONSE TO REQUEST NO. 88:**

27 Responding Party objects to this Document Request on grounds that it lacks foundation; it  
28 is burdensome and oppressive because it is not reasonably proportional to the Injunction Issues;

1 it is compound as to issues and facts; it seeks information protected by the attorney-client  
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8 documents relating to the Injunction Issues that are responsive to this Document Request.

9 **REQUEST NO. 89:**

10 Produce any and all communication between you and Sean Flynn.

11 **RESPONSE TO REQUEST NO. 89:**

12 Responding Party objects to this Document Request on grounds that it lacks foundation; it  
13 is burdensome and oppressive because it is not reasonably proportional to the Injunction Issues;  
14 it is vague and ambiguous; and it seeks information protected by the attorney-client privilege and  
15 work product doctrine; and it purports to require Responding Party to disclose information that is  
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19 documents beyond the scope of issues directly related to the pending motion for a preliminary  
20 injunction. Responding Party, subject to and without waiving said objections, will produce all  
21 documents relating to the Injunction Issues that are responsive to this Document Request.

22  
23 **REQUEST NO. 90:**

24 Please provide any and all documents which relate to and/or account for any and all funds  
25 you have received from Front Sight directly or which you know to originate from Front Sight,  
26 including all money received by you from Plaintiff, how said funds were spent, identification of  
27 who received any portion of the funds, and any and all documentation to support or justify  
28 payments made or funds spent.

1 In Addition, this Document Request is overly broad because it seeks the production of  
2 documents beyond the scope of issues directly related to the pending motion for a preliminary  
3 injunction. Responding Party, subject to and without waiving said objections, will produce all  
4 documents relating to the Injunction Issues that are responsive to this Document Request.

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DATED: July 24, 2019

FARMER CASE & FEDOR

/s/ Kathryn Holbert  
\_\_\_\_\_  
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STANWOOD

# EXHIBIT E

# EXHIBIT E

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21 Attorneys for Defendants  
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23 IMPACT CAPITAL REGIONAL CENTER LLC,  
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
Nevada Limited Liability Company, ) DEPT NO.: 16  
Plaintiff, )  
vs. ) DEFENDANT, EB5 IMPACT CAPITAL  
 ) REGIONAL CENTER LLC'S RESPONSES TO  
 ) PLAINTIFF'S FIRST SET OF REQUESTS  
 ) FOR PRODUCTION OF DOCUMENTS  
LAS VEGAS DEVELOPMENT FUND LLC, )  
et al., )  
Defendants. )  
 )  
 )  
 )  
 )

29 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

30 **RESPONDING PARTY: Defendant, EB5 IMPACT CAPITAL REGIONAL CENTER**

31 **SET NO: ONE**

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**GENERAL OBJECTIONS**

Defendant, **EB5 IMPACT CAPITAL REGIONAL CENTER LLC**

("Responding party" or "Defendant"), makes the following general objections, whether or not separately set forth in response to each document demand, to each and every definition and document demand in the Request for Production of Documents (Set No. One) of Plaintiff ("Propounding party"):

1. Responding party objects to the requests generally, and to each and every individual request specifically, to the extent that the requests seek documents not currently in responding party's possession, custody or control, or refers to persons, entities, or events not known to them, on the grounds that such requests seek to require more of this defendant than any obligation imposed by law, would subject responding party to unreasonable and undue annoyance, oppression, burden and expense, and would seek to impose upon responding party an obligation to investigate or discover information or materials from third parties or persons which are equally accessible to propounding party.

2. Responding party objects to the requests on the ground that they have not completed investigation of the facts related to this matter, have not completed discovery in this action and have not completed preparation for any trial that may be held in this action. Any responses to the following document demands are based on documents currently known to responding party and are given without prejudice to responding party right to produce evidence of any subsequently discovered documents.

3. Responding party objects to the requests generally, and to each and every individual request specifically, to the extent that the requests seek documents or information which would invade the protections afforded Responding party under the attorney-client privilege and/or work product doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production of such protected information is not intended to be and shall not operate as a waiver of the applicable privilege. Any information withheld on the basis of such privilege



1 will be identified on a privilege log.

2 4. Unless otherwise indicated, Responding Party will produce information regarding  
3 the issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary  
4 Injunction Petition. (hereafter "Injunction Issues").

5 5 Responding Party reserves the right to condition the production of documents  
6 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
7 confidentiality or protective order governing the disclosure of any such information.

8 6. The production of any documents or information by Responding Party is made  
9 without waiver, and with preservation, of any privilege or protection against disclosure afforded  
10 to documents containing confidential or proprietary information or trade secrets.

11 7. Responding Party objects to the requests to the extent that they would require  
12 Responding Party to produce documents or information covered by confidentiality agreements  
13 with others, or that would require Responding Party to violate the privacy interests of others.

14

15 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

16 **REQUEST NO. 1:**

17 Produce copies any and all documents, writings and/or communications utilized or consulted  
18 in the answering of Plaintiff's First Set Interrogatories to Defendant EB5 Impact Capital Regional  
19 Center.

20 **RESPONSE TO REQUEST NO. 1:**

21 Objection. This Document Request seeks information that does not exist as there has  
22 been no Interrogatories served on Responding Party.

23 **REQUEST NO. 2:**

24 Produce copies of any and all documents referred to in Defendant's answers to Plaintiff's  
25 First Set of Interrogatories to Defendant EB5 Impact Capital Regional Center.

26 **RESPONSE TO REQUEST NO. 2:**

27 Objection. This Document Request seeks information that does not exist as there has

28

1 injunction. Responding Party, subject to and without waiving said objections, will produce all  
2 documents relating to the Injunction Issues that are responsive to this Document Request.

3  
4 **REQUEST NO. 70:**

5 Please provide copies of any and all documents which support, refute, or in any way relate  
6 to each and every Affirmative Defense you raised in Defendants' Answer to the Second Amended  
7 Complaint.

8  
9 **RESPONSE TO REQUEST NO. 70:**

10 Responding Party objects to this Document Request on grounds that it is compound as to  
11 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is  
12 burdensome and oppressive because it seeks documents that are already in possession of  
13 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
14 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
15 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
16 information that is protected by rights of privacy .

17 In Addition, this Document Request is overly broad because it seeks the production of  
18 documents beyond the scope of issues directly related to the pending motion for a preliminary  
19 injunction. Responding Party, subject to and without waiving said objections, will produce all  
20 documents relating to the Injunction Issues that are responsive to this Document Request.

21  
22 **REQUEST NO. 71:**

23 Please provide copies of any and all documents which show or in any way relate to each and  
24 every payment and/or transfer of money or property made by Plaintiff to you, from 2012 to the  
25 present, including documents that show where or how that money or property was used after you  
26 received it.

27 **RESPONSE TO REQUEST NO. 71:**

1 Responding Party objects to this Document Request on grounds that it is burdensome and  
2 oppressive because it seeks documents that are already in possession of Requesting Party or  
3 readily available to Requesting Party; it is compound as to issues and facts; it is duplicative to  
4 other Document Requests contained herein and herewith; it seeks information protected by the  
5 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
6 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
7 information that is protected by rights of privacy .

8 In Addition, this Document Request is overly broad because it seeks the production of  
9 documents beyond the scope of issues directly related to the pending motion for a preliminary  
10 injunction. Responding Party, subject to and without waiving said objections, will produce all  
11 documents relating to the Injunction Issues that are responsive to this Document Request.

12  
13 **REQUEST NO. 72:**

14 Please provide copies of any and all documents which show or in any way relate to each and  
15 every payment and/or transfer of money or property made by you to any other Defendant in this  
16 matter, or entity controlled by any other Defendant in this matter, from 2012 to the present. This  
17 includes, but is not limited to, documentation related to any reimbursement, salary, or equity  
18 distribution from you to any other Defendant in this matter, or entity controlled by any other  
19 Defendant or entity in this matter.

20 **RESPONSE TO REQUEST NO. 72:**

21 Responding Party objects to this Document Request on grounds that it lacks foundation; is  
22 vague and ambiguous as to “any entity;” it is compound as to issues and facts; it is duplicative to  
23 other Document Requests contained herein and herewith; it is burdensome and oppressive because  
24 it seeks documents that are already in possession of Requesting Party or readily available to  
25 Requesting Party; it seeks information protected by the attorney-client privilege and work product  
26 doctrine; and it purports to require Responding Party to disclose information that is a trade secret,  
27 confidential, proprietary, commercially sensitive, or information that is protected by rights of  
28

1 privacy.

2 In Addition, this Document Request is overly broad because it seeks the production of  
3 documents beyond the scope of issues directly related to the pending motion for a preliminary  
4 injunction. Responding Party, subject to and without waiving said objections, will produce all  
5 documents relating to the Injunction Issues that are responsive to this Document Request.

6 **REQUEST NO. 73:**

7 Please provide copies of any and all documents which show or in any way relate to each and  
8 every financial transaction and/or transfer of money or property made by you to any other person or  
9 entity, including any other Defendant, or made to you from any other person or entity, including any  
10 other Defendant, from 2012 to the present.

11

12 **RESPONSE TO REQUEST NO. 73:**

13 Responding Party objects to this Document Request on grounds that it is not reasonably  
14 proportional to the Injunction Issues; vague and ambiguous as to “any other person or entity;” it  
15 is compound as to issues and facts; it is duplicative to other Document Requests contained herein  
16 and herewith; it is burdensome and oppressive because it seeks documents that are already in  
17 possession of Requesting Party or readily available to Requesting Party; it seeks information  
18 protected by the attorney-client privilege and work product doctrine; and it purports to require  
19 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
20 commercially sensitive, or information that is protected by rights of privacy .

21 In Addition, this Document Request is overly broad because it seeks the production of  
22 documents beyond the scope of issues directly related to the pending motion for a preliminary  
23 injunction. Responding Party, subject to and without waiving said objections, will produce all  
24 documents relating to the Injunction Issues that are responsive to this Document Request

25

26 **REQUEST NO. 74:**

27 Please provide copies of any and all documents which support, refute, or in any way relate  
28 to each and every payment and/or transfer of money or property made to you by any foreign or

1 immigrant investor from 2012 to the present.

2 **RESPONSE TO REQUEST NO. 74:**

3 Responding Party objects to this Document Request on grounds that it lacks foundation;  
4 is vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and  
5 facts; it is duplicative to other Document Requests contained herein and herewith; it is  
6 burdensome and oppressive because it seeks documents that are already in possession of  
7 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
8 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
9 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
10 information that is protected by rights of privacy .

11 In Addition, this Document Request is overly broad because it seeks the production of  
12 documents beyond the scope of issues directly related to the pending motion for a preliminary  
13 injunction. Responding Party, subject to and without waiving said objections, will produce all  
14 documents relating to the Injunction Issues that are responsive to this Document Request.

15  
16 **REQUEST NO. 75:**

17 Please provide copies of any and all documents which in any way relate to each and every  
18 financial transaction in which you have been involved from 2012 to the present, including all  
19 underlying documentation to substantiate said transaction(s).

20 **RESPONSE TO REQUEST NO. 75:**

21 Responding Party objects to this Document Request on grounds that it is not reasonably  
22 proportional to the Injunction Issues; it is vague and ambiguous as to “involved;”it is duplicative  
23 to other Document Requests contained herein and herewith; it is burdensome and oppressive  
24 because it seeks documents that are already in possession of Requesting Party or readily available  
25 to Requesting Party; it seeks information protected by the attorney-client privilege and work  
26 product doctrine; and it purports to require Responding Party to disclose information that is a  
27 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by  
28

1 rights of privacy.

2 In Addition, this Document Request is overly broad because it seeks the production of  
3 documents beyond the scope of issues directly related to the pending motion for a preliminary  
4 injunction. Responding Party, subject to and without waiving said objections, will produce all  
5 documents relating to the Injunction Issues that are responsive to this Document Request.

6 **REQUEST NO. 76:**

7 Please provide copies of any and all documents which identify the details of each and every  
8 EB-5 investor and/or investment transaction related to the Front Sight project, including, but not  
9 limited, to the identity of the person or entity involved, the address of the person or entity investing,  
10 the country of origin of the person or entity investing, the contact person for the agent of the EB-5  
11 investor, the date of the transaction, the amount of the investment, the source of the funds for the  
12 investment, the current immigration status of the EB-5 investor, and the current status of the  
13 investment.

14 **RESPONSE TO REQUEST NO. 76:**

15 Responding Party objects to this Document Request on grounds that it is compound as to  
16 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is  
17 burdensome and oppressive because it seeks documents that are already in possession of  
18 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
19 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
20 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
21 information that is protected by rights of privacy .

22 In Addition, this Document Request is overly broad because it seeks the production of  
23 documents beyond the scope of issues directly related to the pending motion for a preliminary  
24 injunction. Responding Party, subject to and without waiving said objections, will produce all  
25 documents relating to the Injunction Issues that are responsive to this Document Request

26 **REQUEST NO. 77:**

27 Please provide copies of any and all documents which support, refute, or in any way relate  
28

1 including all money received by you from Plaintiff, how said funds were spent, identification of who  
2 received any portion of the funds, and any and all documentation to support or justify payments made  
3 or funds spent.

4 **RESPONSE TO REQUEST NO. 87:**

5 Responding Party objects to this Document Request on grounds that it is vague and  
6 ambiguous; it is duplicative to other Document Requests contained herein and herewith; it is  
7 burdensome and oppressive because it seeks documents that are already in possession of  
8 Requesting Party or readily available to Requesting Party; it seeks information protected by the  
9 attorney-client privilege and work product doctrine; and it purports to require Responding Party  
10 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
11 information that is protected by rights of privacy.

12 In Addition, this Document Request is overly broad because it seeks the production of  
13 documents beyond the scope of issues directly related to the pending motion for a preliminary  
14 injunction. Responding Party, subject to and without waiving said objections, will produce all  
15 documents relating to the Injunction Issues that are responsive to this Document Request.

16  
17 DATED: July 24, 2019

FARMER CASE & FEDOR

18  
19 /s/ Kathryn Holbert  
20 \_\_\_\_\_  
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# EXHIBIT F

# EXHIBIT F

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23 IMPACT CAPITAL REGIONAL CENTER LLC,  
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
Nevada Limited Liability Company, ) DEPT NO.: 16  
Plaintiff, )  
vs. ) **DEFENDANT, LVD FUND'S RESPONSES**  
LAS VEGAS DEVELOPMENT FUND LLC, ) **TO PLAINTIFF'S SECOND SET OF**  
et al., ) **REQUESTS FOR PRODUCTION OF**  
Defendants. ) **DOCUMENTS**

29 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**  
30 **RESPONDING PARTY: Defendant, LVD FUND**  
31 **SET NO: TWO**

1 **GENERAL OBJECTIONS**

2 Defendant, **LVD FUND** ("Responding party" or "Defendant"), makes the following general  
3 objections, whether or not separately set forth in response to each document demand, to each and  
4 every definition and document demand in the Request for Production of Documents (Set No. Two)  
5 of Plaintiff ("Propounding party"):

6 1. Responding party objects to the requests generally, and to each and every individual  
7 request specifically, to the extent that the requests seek documents not currently in responding party's  
8 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
9 grounds that such requests seek to require more of this defendant than any obligation imposed by  
10 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
11 expense, and would seek to impose upon responding party an obligation to investigate information  
12 or materials from third parties or persons which are equally accessible to propounding party.

13 2. Responding party objects to the requests on the ground that they have not completed  
14 investigation of the facts related to this matter, have not completed discovery in this action and have  
15 not completed preparation for any trial that may be held in this action. Any responses to the  
16 following document demands are based on documents currently known to responding party and are  
17 given without prejudice to responding party right to produce evidence of any subsequently  
18 discovered documents.

19 3. Responding party objects to the requests generally, and to each and every individual  
20 request specifically, to the extent that the requests seek documents or information which would  
21 invade the protections afforded Responding party under the attorney-client privilege and/or work  
22 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the  
23 attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production  
24 of such protected information is not intended to be and shall not operate as a waiver of the applicable  
25 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
26 log.

27 4. Unless otherwise indicated, Responding Party will produce information regarding the  
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2           5       Responding Party reserves the right to condition the production of documents  
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
4 confidentiality or protective order governing the disclosure of any such information.

5           6.       The production of any documents or information by Responding Party is made  
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
7 documents containing confidential or proprietary information or trade secrets.

8           7.       Responding Party objects to the requests to the extent that they would require  
9 Responding Party to produce documents or information covered by confidentiality agreements with  
10 others, or that would require Responding Party to violate the privacy interests of others.

11                   **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12           **REQUEST NO. 112:**

13                   Please produce and permit Plaintiff to inspect and to copy complete copies of your  
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,  
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),  
16 attached hereto as Exhibit 1.

17           **RESPONSE TO REQUEST NO. 112:**

18                   Responding Party objects to this Document Request on grounds that it seeks information  
19 protected by the attorney-client privilege and work product doctrine; and it purports to require  
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this  
22 Document Request is improper because it is overly broad since it seeks information that is not likely  
23 to lead to relevant evidence.

24                   Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and  
25 other financial information are protected. The party seeking discovery must show a compelling  
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**  
27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)  
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada

1 Supreme Court has recognized limitations on the discovery of information contained in tax  
2 returns to avoid an invasion into the litigant's private affairs .... "); *Schlatter v. Eighth Jud Dist.*  
3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be  
4 required in the absence of a showing that the information is otherwise unobtainable" and "carte  
5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*  
6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize  
7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had  
8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost  
9 importance because the improper disclosure of financial material "is irretrievable once  
10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,  
11 Responding Party will not produce any tax records.

12  
13 DATED: August 14, 2019

FARMER CASE & FEDOR

14  
15 /s/

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26 Attorneys for Defendants  
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27 EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
28 W. DZIUBLA, JON FLEMING and LINDA  
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# EXHIBIT G

# EXHIBIT G

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12 Attorneys for Defendants  
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 13 IMPACT CAPITAL REGIONAL CENTER LLC,  
 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
 14 JON FLEMING and LINDA STANWOOD

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FRONT SIGHT MANAGEMENT LLC, a	)	CASE NO.: A-18-781084-B
Nevada Limited Liability Company,	)	DEPT NO.: 16
	)	
18 Plaintiff,	)	<b>DEFENDANT, ROBERT W. DZIUBLA'S</b>
	)	<b>RESPONSES TO PLAINTIFF'S SECOND</b>
19 vs.	)	<b>SET OF REQUESTS FOR PRODUCTION</b>
	)	<b>OF DOCUMENTS</b>
20 LAS VEGAS DEVELOPMENT FUND LLC,	)	
21 et al.,	)	
	)	
22 Defendants.	)	
	)	
	)	
	)	

24 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**

25 **RESPONDING PARTY: Defendant, ROBERT W. DZIUBLA**

26 **SET NO: TWO**



1 **GENERAL OBJECTIONS**

2 Defendant, **ROBERT W. DZIUBLA** ("Responding party" or "Defendant"), makes the  
3 following general objections, whether or not separately set forth in response to each document  
4 demand, to each and every definition and document demand in the Request for Production of  
5 Documents (Set No. Two) of Plaintiff ("Propounding party"):

6 1. Responding party objects to the requests generally, and to each and every individual  
7 request specifically, to the extent that the requests seek documents not currently in responding party's  
8 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
9 grounds that such requests seek to require more of this defendant than any obligation imposed by  
10 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
11 expense, and would seek to impose upon responding party an obligation to investigate information  
12 or materials from third parties or persons which are equally accessible to propounding party.

13 2. Responding party objects to the requests on the ground that they have not completed  
14 investigation of the facts related to this matter, have not completed discovery in this action and have  
15 not completed preparation for any trial that may be held in this action. Any responses to the  
16 following document demands are based on documents currently known to responding party and are  
17 given without prejudice to responding party right to produce evidence of any subsequently  
18 discovered documents.

19 3. Responding party objects to the requests generally, and to each and every individual  
20 request specifically, to the extent that the requests seek documents or information which would  
21 invade the protections afforded Responding party under the attorney-client privilege and/or work  
22 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the  
23 attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production  
24 of such protected information is not intended to be and shall not operate as a waiver of the applicable  
25 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
26 log.

27 4. Unless otherwise indicated, Responding Party will produce information regarding the  
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2           5        Responding Party reserves the right to condition the production of documents  
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
4 confidentiality or protective order governing the disclosure of any such information.

5           6.        The production of any documents or information by Responding Party is made  
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
7 documents containing confidential or proprietary information or trade secrets.

8           7.        Responding Party objects to the requests to the extent that they would require  
9 Responding Party to produce documents or information covered by confidentiality agreements with  
10 others, or that would require Responding Party to violate the privacy interests of others.

11                   **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12           **REQUEST NO. 94:**

13                   Please provide any and all documents pertaining to the San Diego Hyatt Project that you  
14 referenced in your June 29, 2014, email to Mike Meacher (provided at Exhibit 7 to Declaration  
15 of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining Order and Preliminary  
16 Injunction; (2) Motion for Protective Order; and (3) Petition for Appointment of Receiver and for  
17 an Accounting filed in this action on October 4, 2018).

18           **RESPONSE TO REQUEST NO. 94:**

19                   RESPONDING PARTY objects to this Document Request on grounds that it is vague and  
20 ambiguous as to "San Diego Hyatt Project"; it lacks foundation; it is compound as to issues and  
21 facts; it seeks information protected by the attorney-client privilege and work product doctrine; and  
22 it purports to require RESPONDING PARTY to disclose information that is a trade secret,  
23 confidential, proprietary, commercially sensitive, or information that is protected by rights of privacy

24                   In Addition, this Document Request is overly broad because it seeks the production of  
25 documents that are not likely to lead to admissible evidence.

26                   To the extent that this request seeks financial and/or tax information, the Nevada Supreme  
27 Court highly values a litigant's privacy. Tax records and other financial information are protected.  
28 The party seeking discovery must show a compelling need for tax returns and other financial

1 information; otherwise, that **discovery is not allowed**. See, e.g., *Klein v. Freedom Strategic*  
2 *Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.) ("Although Nevada law does not recognize  
3 a privilege with respect to tax returns, the Nevada Supreme Court has recognized limitations on the  
4 discovery of information contained in tax returns to avoid an invasion into the litigant's private  
5 affairs .... "); *Schlatter v. Eighth Jud Dist. Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of  
6 matter contained in tax records may not be required in the absence of a showing that the information  
7 is otherwise unobtainable" and "carte blanche discovery of financial information is an excessive  
8 invasion of privacy interest"). *Hetter v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994).  
9 ("While [Nevada] does not recognize a privilege for tax returns ... public policy suggests that tax  
10 returns or financial status not be had for the mere asking.") Controlling the disclosure of private  
11 financial information is of the utmost importance because the improper disclosure of financial  
12 material "is irretrievable once made."(*Id.*). Here, Plaintiff Front Sight has made no such showing,  
13 nor can it. Accordingly, Responding Party will not produce any tax records.\_

14 **REQUEST NO. 95:**

15 Please provide any and all documents pertaining to the federal tax lien(s) entered against  
16 you and/or filed in San Diego, CA.

17 **RESPONSE TO REQUEST NO. 95:**

18 RESPONDING PARTY objects to this Document Request on grounds that it is vague and  
19 ambiguous as to "filed;" it lacks foundation; it is compound as to issues and facts; it is burdensome  
20 and oppressive because it seeks documents that are already in possession of Requesting Party or that  
21 are readily available to Requesting Party; it seeks information protected by the attorney-client  
22 privilege and work product doctrine; and it purports to require RESPONDING PARTY to disclose  
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information  
24 that is protected by rights of privacy.

25 In Addition, this Document Request is overly broad because it seeks the production of  
26 documents that are not likely to lead to admissible evidence.

27 To the extent that this request seeks financial and/or tax information, the Nevada  
28 Supreme Court highly values a litigant's privacy. Tax records and other financial information are

1 protected. The party seeking discovery must show a compelling need for tax returns and other  
2 financial information; otherwise, that **discovery is not allowed**. See, e.g., *Klein v. Freedom*  
3 *Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.) ("Although Nevada law does  
4 not recognize a privilege with respect to tax returns, the Nevada Supreme Court has recognized  
5 limitations on the discovery of information contained in tax returns to avoid an invasion into the  
6 litigant's private affairs .... "); *Schlatter v. Eighth Jud Dist. Ct.*, 99 Nev. 189, 561 P.2d 1342  
7 (1977) (disclosure of matter contained in tax records may not be required in the absence of a  
8 showing that the information is otherwise unobtainable" and "carte blanche discovery of financial  
9 information is an excessive invasion of privacy interest"). *Hetter v. Dist. Ct.*, 110 Nev. 513,  
10 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize a privilege for tax returns ...  
11 public policy suggests that tax returns or financial status not be had for the mere asking.")  
12 Controlling the disclosure of private financial information is of the utmost importance because  
13 the improper disclosure of financial material "is irretrievable once made."(*Id.*). Here, Plaintiff  
14 Front Sight has made no such showing, nor can it. Accordingly, Responding Party will not  
15 produce any tax records.

16 **REQUEST NO. 96:**

17 Please provide any and all documents pertaining to the federal tax lien(s) entered against  
18 you and/or filed in Washoe, NV.

19 **RESPONSE TO REQUEST NO. 96:**

20 RESPONDING PARTY objects to this Document Request on grounds that it is vague and  
21 ambiguous as to "filed;" it lacks foundation; it is compound as to issues and facts; it is burdensome  
22 and oppressive because it seeks documents that are already in possession of Requesting Party or that  
23 are readily available to Requesting Party; it seeks information protected by the attorney-client  
24 privilege and work product doctrine; and it purports to require RESPONDING PARTY to disclose  
25 information that is a trade secret, confidential, proprietary, commercially sensitive, or information  
26 that is protected by rights of privacy .

27 In Addition, this Document Request is overly broad because it seeks the production of  
28 documents that are not likely to lead to admissible evidence.

1 To the extent that this request seeks financial and/or tax information, the Nevada  
2 Supreme Court highly values a litigant's privacy. Tax records and other financial information are  
3 protected. The party seeking discovery must show a compelling need for tax returns and other  
4 financial information; otherwise, that **discovery is not allowed**. See, e.g., *Klein v. Freedom*  
5 *Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.) ("Although Nevada law does  
6 not recognize a privilege with respect to tax returns, the Nevada Supreme Court has recognized  
7 limitations on the discovery of information contained in tax returns to avoid an invasion into the  
8 litigant's private affairs .... "); *Schlatter v. Eighth Jud Dist. Ct.*, 99 Nev. 189, 561 P.2d 1342  
9 (1977) (disclosure of matter contained in tax records may not be required in the absence of a  
10 showing that the information is otherwise unobtainable" and "carte blanche discovery of financial  
11 information is an excessive invasion of privacy interest"). *Hetter v. Dist. Ct.*, 110 Nev. 513,  
12 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize a privilege for tax returns ...  
13 public policy suggests that tax returns or financial status not be had for the mere asking.")  
14 Controlling the disclosure of private financial information is of the utmost importance because  
15 the improper disclosure of financial material "is irretrievable once made."(Id.). Here, Plaintiff  
16 Front Sight has made no such showing, nor can it. Accordingly, Responding Party will not  
17 produce any tax records.

18 **REQUEST NO. 97:**

19 Please provide any and all pleadings and other papers filed in the Van Nuys Municipal  
20 Court Case No. 97V13850, including, but not limited to, a copy of the judgment entered against  
21 you

22 **RESPONSE TO REQUEST NO. 97:**

23 RESPONDING PARTY objects to this Document Request on grounds that it lacks  
24 foundation; it is compound as to issues and facts; it is burdensome and oppressive because it seeks  
25 documents that are already in possession of Requesting Party or that are readily available to  
26 Requesting Party; it seeks information protected by the attorney-client privilege and work product  
27 doctrine; and it purports to require RESPONDING PARTY to disclose information that is a trade  
28 secret, confidential, proprietary, commercially sensitive, or information that is protected by rights

1 of privacy .

2 In Addition, this Document Request is overly broad because it seeks the production of  
3 documents that are not likely to lead to admissible evidence.

4 **REQUEST NO. 98:**

5 Please provide any and all documents in your possession and control that relate to any  
6 “Enemy Update” referenced in Request Nos. 24-27 of Las Vegas Development Fund, LLC’s  
7 Requests for Production of Documents to Front Sight Management LLC

8 **RESPONSE TO REQUEST NO. 98:**

9 RESPONDING PARTY objects to this Document Request on grounds that it is compound  
10 as to issues and facts; it is duplicative to other Document Requests contained herein and herewith;  
11 it is burdensome and oppressive because it seeks documents that are already in possession of  
12 Requesting Party or that are readily available to Requesting Party; it seeks information protected by  
13 the attorney-client privilege and work product doctrine; and it purports to require RESPONDING  
14 PARTY to disclose information that is a trade secret, confidential, proprietary, commercially  
15 sensitive, or information that is protected by rights of privacy .

16 DATED: August 14, 2019

FARMER CASE & FEDOR

17 /s/ Kathryn Holbert

18 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

19 tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

20 kholbert@farmercase.com

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22 Las Vegas, NV 89123

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24 C. KEITH GREER, ESQ.

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26 16855 West Bernardo Dr., STE 255

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27 Telephone: (858) 613-6677

28 Facsimile: (858) 613-6680

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Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC.  
EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, ROBERT DZIUBLA RESPONSES TO PLAINTIFF’S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.	Attorneys for Plaintiff
Catherine Hernandez, Esq.	FRONT SIGHT MANAGEMENT, LLC
ALDRICH LAW FIRM, LTD.	
1601 S. Rainbow Blvd., Suite 160	
Las Vegas, Nevada 89146	

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court’s electronic service list.

Dated: August 14, 2019

/s/ Kathryn Holbert  
An Employee of FARMER CASE & FEDOR



# EXHIBIT H

# EXHIBIT H

1 **RRFP**  
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 2 Nevada Bar No. 6589  
 tcase@farmercase.com  
 3 KATHRYN HOLBERT, ESQ.  
 Nevada Bar No. 10084  
 4 kholbert@farmercase.com  
**FARMER CASE & FEDOR**  
 5 2190 E. Pebble Rd., Suite #205  
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 6 Telephone: (702) 579-3900  
 Facsimile: (702) 739-3001

7  
 8 C. Keith Greer, ESQ.  
 Admitted *pro hac vice*  
 keith.greer@greerlaw.biz  
 9 **GREER AND ASSOCIATES, A PC**  
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 10 San Diego, CA 92127  
 Telephone: (858) 613-6677  
 11 Facsimile: (858) 613-6680

12 Attorneys for Defendants  
 LAS VEGAS DEVELOPMENT FUND LLC, EB5  
 13 IMPACT CAPITAL REGIONAL CENTER LLC,  
 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
 14 JON FLEMING and LINDA STANWOOD

15 **EIGHTH JUDICIAL DISTRICT COURT**  
 16 **CLARK COUNTY, NEVADA**

17	FRONT SIGHT MANAGEMENT LLC, a	)	CASE NO.: A-18-781084-B
18	Nevada Limited Liability Company,	)	DEPT NO.: 16
		)	
	Plaintiff,	)	DEFENDANT, JON FLEMING 'S
19		)	RESPONSES TO PLAINTIFF'S SECOND SET
	vs.	)	OF REQUESTS FOR PRODUCTION OF
20		)	DOCUMENTS
	LAS VEGAS DEVELOPMENT FUND LLC,	)	
21	et al.,	)	
		)	
22	Defendants.	)	
		)	
23		)	
24	_____	)	

25 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**  
 26 **RESPONDING PARTY: Defendant, JON FLEMING**  
 27 **SET NO: TWO**

**GENERAL OBJECTIONS**

1  
2 Defendant, **JON FLEMING** ("Responding party" or "Defendant"), makes the following  
3 general objections, whether or not separately set forth in response to each document demand, to each  
4 and every definition and document demand in the Request for Production of Documents (Set No.  
5 Two) of Plaintiff ("Propounding party"):

6 1. Responding party objects to the requests generally, and to each and every individual  
7 request specifically, to the extent that the requests seek documents not currently in responding party's  
8 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
9 grounds that such requests seek to require more of this defendant than any obligation imposed by  
10 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
11 expense, and would seek to impose upon responding party an obligation to investigate information  
12 or materials from third parties or persons which are equally accessible to propounding party.

13 2. Responding party objects to the requests on the ground that they have not completed  
14 investigation of the facts related to this matter, have not completed discovery in this action and have  
15 not completed preparation for any trial that may be held in this action. Any responses to the  
16 following document demands are based on documents currently known to responding party and are  
17 given without prejudice to responding party right to produce evidence of any subsequently  
18 discovered documents.

19 3. Responding party objects to the requests generally, and to each and every individual  
20 request specifically, to the extent that the requests seek documents or information which would  
21 invade the protections afforded Responding party under the attorney-client privilege and/or work  
22 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the  
23 attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production  
24 of such protected information is not intended to be and shall not operate as a waiver of the applicable  
25 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
26 log.

27 4. Unless otherwise indicated, Responding Party will produce information regarding the  
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2           5       Responding Party reserves the right to condition the production of documents  
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
4 confidentiality or protective order governing the disclosure of any such information.

5           6.       The production of any documents or information by Responding Party is made  
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
7 documents containing confidential or proprietary information or trade secrets.

8           7.       Responding Party objects to the requests to the extent that they would require  
9 Responding Party to produce documents or information covered by confidentiality agreements with  
10 others, or that would require Responding Party to violate the privacy interests of others.

11                   **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12           **REQUEST NO. 92:**

13                   Please produce and permit Plaintiff to inspect and to copy complete copies of your  
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,  
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),  
16 attached hereto as Exhibit 1.

17           **RESPONSE TO REQUEST NO. 92:**

18                   Responding Party objects to this Document Request on grounds that it seeks information  
19 protected by the attorney-client privilege and work product doctrine; and it purports to require  
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this  
22 Document Request is improper because it is overly broad since it seeks information that is not likely  
23 to lead to relevant evidence.

24                   Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and  
25 other financial information are protected. The party seeking discovery must show a compelling  
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**  
27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)  
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada

1 Supreme Court has recognized limitations on the discovery of information contained in tax  
2 returns to avoid an invasion into the litigant's private affairs .... "); *Schlatter v. Eighth Jud Dist.*  
3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be  
4 required in the absence of a showing that the information is otherwise unobtainable" and "carte  
5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*  
6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize  
7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had  
8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost  
9 importance because the improper disclosure of financial material "is irretrievable once  
10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,  
11 Responding Party will not produce any tax records.

12  
13 DATED: August 14, 2019

FARMER CASE & FEDOR

14  
15 /s/

16 ANTHONY T. CASE, ESQ.  
Nevada Bar No. 6589  
tcase@farmercase.com  
17 KATHRYN HOLBERT, ESQ.  
Nevada Bar No. 10084  
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18 FARMER CASE & FEDOR  
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19 Las Vegas, NV 89123  
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21 C. KEITH GREER, ESQ.  
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23 16855 West Bernardo Dr., STE 255  
San Diego, California 92127  
24 Telephone: (858) 613-6677  
25 Facsimile: (858) 613-6680

26 Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC.  
27 EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
28 W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD



# EXHIBIT I

# EXHIBIT I

1 **RRFP**  
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3 KATHRYN HOLBERT, ESQ.  
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4 kholbert@farmercase.com  
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Admitted *pro hac vice*  
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10 San Diego, CA 92127  
Telephone: (858) 613-6677  
11 Facsimile: (858) 613-6680

12 Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC, EB5  
13 IMPACT CAPITAL REGIONAL CENTER LLC,  
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
14 JON FLEMING and LINDA STANWOOD

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
Nevada Limited Liability Company, ) DEPT NO.: 16  
18 )  
Plaintiff, ) **DEFENDANT, LINDA STANWOOD'S**  
19 ) **RESPONSES TO PLAINTIFF'S SECOND**  
vs. ) **SET OF REQUESTS FOR PRODUCTION**  
20 ) **OF DOCUMENTS**  
LAS VEGAS DEVELOPMENT FUND LLC, )  
21 et al., )  
22 )  
Defendants. )  
23 )  
24 )

25 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**  
26 **RESPONDING PARTY: Defendant, LINDA STANWOOD**  
27 **SET NO: TWO**



**GENERAL OBJECTIONS**

1  
2 Defendant, **LINDA STANWOOD** ("Responding party" or "Defendant"), makes the  
3 following general objections, whether or not separately set forth in response to each document  
4 demand, to each and every definition and document demand in the Request for Production of  
5 Documents (Set No. Two) of Plaintiff ("Propounding party"):

6 1. Responding party objects to the requests generally, and to each and every individual  
7 request specifically, to the extent that the requests seek documents not currently in responding party's  
8 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
9 grounds that such requests seek to require more of this defendant than any obligation imposed by  
10 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
11 expense, and would seek to impose upon responding party an obligation to investigate information  
12 or materials from third parties or persons which are equally accessible to propounding party.

13 2. Responding party objects to the requests on the ground that they have not completed  
14 investigation of the facts related to this matter, have not completed discovery in this action and have  
15 not completed preparation for any trial that may be held in this action. Any responses to the  
16 following document demands are based on documents currently known to responding party and are  
17 given without prejudice to responding party right to produce evidence of any subsequently  
18 discovered documents.

19 3. Responding party objects to the requests generally, and to each and every individual  
20 request specifically, to the extent that the requests seek documents or information which would  
21 invade the protections afforded Responding party under the attorney-client privilege and/or work  
22 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the  
23 attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production  
24 of such protected information is not intended to be and shall not operate as a waiver of the applicable  
25 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
26 log.

27 4. Unless otherwise indicated, Responding Party will produce information regarding the  
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2           5       Responding Party reserves the right to condition the production of documents  
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
4 confidentiality or protective order governing the disclosure of any such information.

5           6.       The production of any documents or information by Responding Party is made  
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
7 documents containing confidential or proprietary information or trade secrets.

8           7.       Responding Party objects to the requests to the extent that they would require  
9 Responding Party to produce documents or information covered by confidentiality agreements with  
10 others, or that would require Responding Party to violate the privacy interests of others.

11                   **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12           **REQUEST NO. 92:**

13                   Please produce and permit Plaintiff to inspect and to copy complete copies of your  
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,  
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),  
16 attached hereto as Exhibit 1.

17           **RESPONSE TO REQUEST NO. 92:**

18                   Responding Party objects to this Document Request on grounds that it seeks information  
19 protected by the attorney-client privilege and work product doctrine; and it purports to require  
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this  
22 Document Request is improper because it is overly broad since it seeks information that is not likely  
23 to lead to relevant evidence.

24                   Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and  
25 other financial information are protected. The party seeking discovery must show a compelling  
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**  
27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)  
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada

1 Supreme Court has recognized limitations on the discovery of information contained in tax  
 2 returns to avoid an invasion into the litigant's private affairs .... "); *Schlatter v. Eighth Jud Dist.*  
 3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be  
 4 required in the absence of a showing that the information is otherwise unobtainable" and "carte  
 5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*  
 6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize  
 7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had  
 8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost  
 9 importance because the improper disclosure of financial material "is irretrievable once  
 10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,  
 11 Responding Party will not produce any tax records.

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DATED: August 14, 2019

FARMER CASE & FEDOR

/s/  
 \_\_\_\_\_  
 ANTHONY T. CASE, ESQ.  
 Nevada Bar No. 6589  
 tcase@farmercase.com  
 KATHRYN HOLBERT, ESQ.  
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Attorneys for Defendants  
 LAS VEGAS DEVELOPMENT FUND LLC.  
 EB5 IMPACT CAPITAL REGIONAL CENTER,  
 LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
 W. DZIUBLA, JON FLEMING and LINDA  
 STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, LINDA STANWOOD RESPONSES TO PLAINTIFF’S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.	Attorneys for Plaintiff
Catherine Hernandez, Esq.	FRONT SIGHT MANAGEMENT, LLC
ALDRICH LAW FIRM, LTD.	
1601 S. Rainbow Blvd., Suite 160	
Las Vegas, Nevada 89146	

By:

- ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).
- U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court’s electronic service list.

Dated: August 14, 2019

/s/ Kathryn Holbert  
 An Employee of FARMER CASE & FEDOR

**EXHIBIT J**

**EXHIBIT J**

1 **RRFP**  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 tcase@farmercase.com  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 kholbert@farmercase.com  
8 **FARMER CASE & FEDOR**  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.  
14 Admitted *pro hac vice*  
15 keith.greer@greerlaw.biz  
16 **GREER AND ASSOCIATES, A PC**  
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18 San Diego, CA 92127  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

21 Attorneys for Defendants  
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5  
23 IMPACT CAPITAL REGIONAL CENTER LLC,  
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
Nevada Limited Liability Company, ) DEPT NO.: 16  
Plaintiff, )  
vs. ) **DEFENDANT, EB5 IMPACT CAPITAL**  
LAS VEGAS DEVELOPMENT FUND LLC, ) **REGIONAL CENTER LLC 'S RESPONSES**  
et al., ) **TO PLAINTIFF'S SECOND SET OF**  
Defendants. ) **REQUESTS FOR PRODUCTION OF**  
 ) **DOCUMENTS**  
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29 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**  
30 **RESPONDING PARTY: Defendant, EB5 IMPACT CAPITAL REGIONAL**  
31 **CENTER LLC**  
32 **SET NO: TWO**

**GENERAL OBJECTIONS**

1  
2 Defendant, EB5 IMPACT CAPITAL REGIONAL CENTER LLC ("Responding party" or  
3 "Defendant"), makes the following general objections, whether or not separately set forth in response  
4 to each document demand, to each and every definition and document demand in the Request for  
5 Production of Documents (Set No. Two) of Plaintiff ("Propounding party"):

6 1. Responding party objects to the requests generally, and to each and every individual  
7 request specifically, to the extent that the requests seek documents not currently in responding party's  
8 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
9 grounds that such requests seek to require more of this defendant than any obligation imposed by  
10 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
11 expense, and would seek to impose upon responding party an obligation to investigate information  
12 or materials from third parties or persons which are equally accessible to propounding party.

13 2. Responding party objects to the requests on the ground that they have not completed  
14 investigation of the facts related to this matter, have not completed discovery in this action and have  
15 not completed preparation for any trial that may be held in this action. Any responses to the  
16 following document demands are based on documents currently known to responding party and are  
17 given without prejudice to responding party right to produce evidence of any subsequently  
18 discovered documents.

19 3. Responding party objects to the requests generally, and to each and every individual  
20 request specifically, to the extent that the requests seek documents or information which would  
21 invade the protections afforded Responding party under the attorney-client privilege and/or work  
22 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the  
23 attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production  
24 of such protected information is not intended to be and shall not operate as a waiver of the applicable  
25 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
26 log.

27 4. Unless otherwise indicated, Responding Party will produce information regarding the  
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2           5       Responding Party reserves the right to condition the production of documents  
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
4 confidentiality or protective order governing the disclosure of any such information.

5           6.       The production of any documents or information by Responding Party is made  
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
7 documents containing confidential or proprietary information or trade secrets.

8           7.       Responding Party objects to the requests to the extent that they would require  
9 Responding Party to produce documents or information covered by confidentiality agreements with  
10 others, or that would require Responding Party to violate the privacy interests of others.

11                   **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12           **REQUEST NO. 88:**

13                   Please produce and permit Plaintiff to inspect and to copy complete copies of your  
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,  
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),  
16 attached hereto as Exhibit 1.

17           **RESPONSE TO REQUEST NO. 88:**

18                   Responding Party objects to this Document Request on grounds that it seeks information  
19 protected by the attorney-client privilege and work product doctrine; and it purports to require  
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this  
22 Document Request is improper because it is overly broad since it seeks information that is not likely  
23 to lead to relevant evidence.

24                   Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and  
25 other financial information are protected. The party seeking discovery must show a compelling  
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**  
27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)  
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada



1 Supreme Court has recognized limitations on the discovery of information contained in tax  
 2 returns to avoid an invasion into the litigant's private affairs .... "); *Schlatter v. Eighth Jud Dist.*  
 3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be  
 4 required in the absence of a showing that the information is otherwise unobtainable" and "carte  
 5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*  
 6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize  
 7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had  
 8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost  
 9 importance because the improper disclosure of financial material "is irretrievable once  
 10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,  
 11 Responding Party will not produce any tax records.

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DATED: August 14, 2019

FARMER CASE & FEDOR

/s/  
 \_\_\_\_\_  
 ANTHONY T. CASE, ESQ.  
 Nevada Bar No. 6589  
 tcase@farmercase.com  
 KATHRYN HOLBERT, ESQ.  
 Nevada Bar No. 10084  
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Attorneys for Defendants  
 LAS VEGAS DEVELOPMENT FUND LLC.  
 EB5 IMPACT CAPITAL REGIONAL CENTER,  
 LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
 W. DZIUBLA, JON FLEMING and LINDA  
 STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, EB5 IMPACT CAPITAL REGIONAL CENTER LLC 'S RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.	Attorneys for Plaintiff
Catherine Hernandez, Esq.	FRONT SIGHT MANAGEMENT, LLC
ALDRICH LAW FIRM, LTD.	
1601 S. Rainbow Blvd., Suite 160	
Las Vegas, Nevada 89146	

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court's electronic service list.

Dated: August 14, 2019

/s/ Kathryn Holbert  
An Employee of FARMER CASE & FEDOR

# EXHIBIT K

# EXHIBIT K

1 **RRFP**  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 tcase@farmercase.com  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 kholbert@farmercase.com  
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10 Las Vegas, NV 89123  
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12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.  
14 Admitted *pro hac vice*  
15 keith.greer@greerlaw.biz  
16 **GREER AND ASSOCIATES, A PC**  
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18 San Diego, CA 92127  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

21 Attorneys for Defendants  
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5  
23 IMPACT CAPITAL REGIONAL CENTER LLC,  
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
Nevada Limited Liability Company, ) DEPT NO.: 16  
Plaintiff, )  
vs. ) **DEFENDANT, EB5 IMPACT ADVISORS,**  
 ) **LLC RESPONSES TO PLAINTIFF'S**  
 ) **SECOND SET OF REQUESTS FOR**  
 ) **PRODUCTION OF DOCUMENTS**  
LAS VEGAS DEVELOPMENT FUND LLC, )  
et al., )  
Defendants. )  
 )  
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 )

29 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**  
30 **RESPONDING PARTY: Defendant, EB5 IMPACT ADVISORS, LLC**  
31 **SET NO: TWO**

1 **GENERAL OBJECTIONS**

2 Defendant, **EB5 IMPACT ADVISORS, LLC** ("Responding party" or "Defendant"), makes  
3 the following general objections, whether or not separately set forth in response to each document  
4 demand, to each and every definition and document demand in the Request for Production of  
5 Documents (Set No. Two) of Plaintiff ("Propounding party"):

6 1. Responding party objects to the requests generally, and to each and every individual  
7 request specifically, to the extent that the requests seek documents not currently in responding party's  
8 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
9 grounds that such requests seek to require more of this defendant than any obligation imposed by  
10 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
11 expense, and would seek to impose upon responding party an obligation to investigate information  
12 or materials from third parties or persons which are equally accessible to propounding party.

13 2. Responding party objects to the requests on the ground that they have not completed  
14 investigation of the facts related to this matter, have not completed discovery in this action and have  
15 not completed preparation for any trial that may be held in this action. Any responses to the  
16 following document demands are based on documents currently known to responding party and are  
17 given without prejudice to responding party right to produce evidence of any subsequently  
18 discovered documents.

19 3. Responding party objects to the requests generally, and to each and every individual  
20 request specifically, to the extent that the requests seek documents or information which would  
21 invade the protections afforded Responding party under the attorney-client privilege and/or work  
22 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the  
23 attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production  
24 of such protected information is not intended to be and shall not operate as a waiver of the applicable  
25 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
26 log.

27 4. Unless otherwise indicated, Responding Party will produce information regarding the  
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2           5        Responding Party reserves the right to condition the production of documents  
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
4 confidentiality or protective order governing the disclosure of any such information.

5           6.        The production of any documents or information by Responding Party is made  
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
7 documents containing confidential or proprietary information or trade secrets.

8           7.        Responding Party objects to the requests to the extent that they would require  
9 Responding Party to produce documents or information covered by confidentiality agreements with  
10 others, or that would require Responding Party to violate the privacy interests of others.

11                   **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12           **REQUEST NO. 96:**

13                   Please produce and permit Plaintiff to inspect and to copy complete copies of your  
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,  
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),  
16 attached hereto as Exhibit 1.

17           **RESPONSE TO REQUEST NO. 96:**

18                   Responding Party objects to this Document Request on grounds that it seeks information  
19 protected by the attorney-client privilege and work product doctrine; and it purports to require  
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,  
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this  
22 Document Request is improper because it is overly broad since it seeks information that is not likely  
23 to lead to relevant evidence.

24                   Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and  
25 other financial information are protected. The party seeking discovery must show a compelling  
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**  
27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)  
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada

1 Supreme Court has recognized limitations on the discovery of information contained in tax  
 2 returns to avoid an invasion into the litigant's private affairs .... "); *Schlatter v. Eighth Jud Dist.*  
 3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be  
 4 required in the absence of a showing that the information is otherwise unobtainable" and "carte  
 5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*  
 6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize  
 7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had  
 8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost  
 9 importance because the improper disclosure of financial material "is irretrievable once  
 10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,  
 11 Responding Party will not produce any tax records.

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DATED: August 14, 2019

FARMER CASE & FEDOR

/s/  
 \_\_\_\_\_  
 ANTHONY T. CASE, ESQ.  
 Nevada Bar No. 6589  
 tcase@farmercase.com  
 KATHRYN HOLBERT, ESQ.  
 Nevada Bar No. 10084  
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Attorneys for Defendants  
 LAS VEGAS DEVELOPMENT FUND LLC.  
 EB5 IMPACT CAPITAL REGIONAL CENTER,  
 LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
 W. DZIUBLA, JON FLEMING and LINDA  
 STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, EB5 IMPACT ADVISORS, LLC RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.	Attorneys for Plaintiff
Catherine Hernandez, Esq.	FRONT SIGHT MANAGEMENT, LLC
ALDRICH LAW FIRM, LTD.	
1601 S. Rainbow Blvd., Suite 160	
Las Vegas, Nevada 89146	

By:

- ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).
- U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court's electronic service list.

Dated: August 14, 2019

/s/ Kathryn Holbert  
 An Employee of FARMER CASE & FEDOR



# EXHIBIT L

# EXHIBIT L

1 **NOTICE**  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 tcase@farmercase.com  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 kholbert@farmercase.com  
8 **FARMER CASE & FEDOR**  
9 2190 E. Pebble Rd., Suite #205  
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11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 keith.greer@greerlaw.biz  
15 Cal. Bar No. 135537 [*Pro Hac Vice*]  
16 **GREER & ASSOCIATES, A.P.C.**  
17 17150 Via Del Campo, Suite #100  
18 San Diego, California 92128  
19 Telephone: (858) 613-6677  
20 Facsimile : (858) 613-6680

21 Attorneys for Defendants  
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5  
23 IMPACT CAPITAL REGIONAL CENTER LLC,  
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
Nevada Limited Liability Company, ) DEPT NO.: 16  
29 )  
30 Plaintiff, )  
31 vs. ) **NOTICE OF ACCOUNTING BY**  
32 ) **DEFENDANT EB5 IMPACT**  
33 ) **ADVISORS LLC**  
34 LAS VEGAS DEVELOPMENT FUND LLC, )  
35 et al., )  
36 ) Date: November 30, 2018  
37 Defendants. )  
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41  
42 The below listed documents have been submitted to Plaintiff in response to this court's  
43 November 20, 2018 Order on Plaintiff's Petition for Appointment of Receiver and for an  
44 Accounting, to have Defendant entity, EB5 Impact Advisors LLC, provide an accounting of all  
45

1 funds it has received from Front Sight. In addition, all documents listed below are designated as  
2 “CONFIDENTIAL” pursuant to section 3.1 of the November 20, 2018 Protective Order.

3 **DOCUMENTS:**

- 4 • WF(2013) 00001 - WF(2013) 00041
- 5 • WF(2014) 00001 - WF(2014) 00060
- 6 • WF(2015) 00001 - WF(2015) 00068
- 7 • WF(2016) 00001 - WF(2016) 00088
- 8 • WF(2017) 00001 - WF(2017) 00078
- 9 • WF(2018) 00001 - WF(2018) 00042
- 10 • Checks: Checks00001 - Checks00093
- 11 • Account Details: TPL(1)00001 - TPL(1)00009

12 Dated: November 30, 2018

**FARMER CASE & FEDOR**

13  
14 /s/ Kathryn Holbert  
15 KATHRYN HOLBERT, ESQ.  
16 Attorney for Defendants  
17  
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26 **CERTIFICATE OF SERVICE and/or MAILING**

27 Pursuant to NRC 5(b), I hereby certify that I am an employee of Farmer Case & Fedor,  
28

1 and that on this date, I caused true and correct copies of the following document(s):

2 **NOTICE OF PRODUCTION OF ACCOUNTING DOCUMENTS BY DEFENDANT, EB5**  
3 **IMPACT ADVISORS LLC**

4 to be served on the following individuals/entities, in the following manner,

5 John P. Aldrich, Esq. Attorneys for Plaintiff  
6 Catherine Hernandez, Esq. FRONT SIGHT MANAGEMENT, LLC  
ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146

7 Marni Rubin Watkins, Esq. Attorney for Defendant  
8 FIDELITY NATIONAL LAW GROUP CHICAGO TITLE COMPANY  
1701 Village Center Circle, Suite 110  
9 Las Vegas, Nevada 89134

10 By:

11 ■ ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible  
12 electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

13 ■ U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid  
14 envelope, in the United States Mail, to those parties and/or above named individuals which were  
not on the Court's electronic service list.

15 ( ) FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The  
16 sending facsimile machine properly issued a transmission report confirming that the transmission  
was complete and without error.

17 Dated: November 30, 2018

18 /s/ Kathryn Holbert  
19 An Employee of FARMER CASE &  
20 FEDOR

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# EXHIBIT M

# EXHIBIT M

**RRFP**

1 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

2 tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

3 Nevada Bar No. 10084

kholbert@farmercase.com

4 **FARMER CASE & FEDOR**

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6 Facsimile: (702) 739-3001

7 C. Keith Greer, ESQ.

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12 Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

13 IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

14 JON FLEMING and LINDA STANWOOD

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FRONT SIGHT MANAGEMENT LLC, a

18 Nevada Limited Liability Company,

19 Plaintiff,

20 vs.

21 LAS VEGAS DEVELOPMENT FUND LLC, a

22 Nevada Limited Liability Company; EB5

23 IMPACT CAPITAL REGIONAL CENTER

24 LLC, a Nevada Limited Liability Company; EB5

25 IMPACT ADVISORS LLC, a Nevada

26 Limited Liability Company; ROBERT W.

27 DZIUBLA, individually and as President and

28 CEO of LAS VEGAS DEVELOPMENT FUND

LLC and EB5 IMPACT ADVISORS

LLC; JON FLEMING, individually and as an

agent of LAS VEGAS DEVELOPMENT

FUND LLC and EB5 IMPACT ADVISORS

LLC; LINDA STANWOOD, individually and

as Senior Vice President of LAS VEGAS

) CASE NO.: A-18-781084-B

) DEPT NO.: 16

) **DEFENDANT, DEFENDANT LAS VEGAS**

) **DEVELOPMENT FUND, LLC'S THIRD**

) **SUPPLEMENTAL RESPONSES TO**

) **PLAINTIFF'S THIRD**

) **SET OF REQUESTS FOR PRODUCTION**

) **OF DOCUMENTS**

1 DEVELOPMENT FUND LLC and EB5 )  
2 IMPACT ADVISORS LLC; DOES 1- )  
3 inclusive; and ROE CORPORATIONS 1- )  
4 10, inclusive, )

5 Defendants. )

6 \_\_\_\_\_ )  
7 LAS VEGAS DEVELOPMENT FUND LLC, )

8 Counterclaimant, )

9 vs. )

10 FRONT SIGHT MANAGEMENT, LLC, a )  
11 Nevada Limited Liability Company; )  
12 IGNATIUS PIAZZA, as an individual and in )  
13 his capacity as Trustee and/or beneficiary of )  
14 VNV DYNASTY TRUST I and VNV )  
15 DYNASTY TRUST II; JENNIFER PIAZZA, as )  
16 an individual and in her capacity as Trustee )  
17 and/or beneficiary of VNV DYNASTY TRUST )  
18 I and VNV DYNASTY TRUST II; VNV )  
19 DYNASTY TRUST I, an irrevocable Nevada )  
20 trust; VNV DYNASTY TRUST II, an )  
21 irrevocable Nevada trust; and ROES 1 through )  
22 10, inclusive, )

23 Counterdefendants. )

24 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

25 **RESPONDING PARTY: Defendant, LAS VEGAS DEVELOPMENT FUND, LLC**

26 **SET NO: THREE**

27 **GENERAL OBJECTIONS**

28 Defendant, LAS VEGAS DEVELOPMENT FUND, LLC ("Responding Party" or "Defendant"), makes the following general objections, whether or not separately set forth in response to each document demand, to each and every definition and document demand in the Request for Production of Documents (Set No. Three of Plaintiff ("Propounding party")):

1. Responding party objects to the requests generally, and to each and every individual

1 request specifically, to the extent that the requests seek documents not currently in responding  
2 party's possession, custody or control, or refers to persons, entities, or events not known to them, on  
3 the grounds that such requests seek to require more of this defendant than any obligation imposed by  
4 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
5 expense, and would seek to impose upon responding party an obligation to investigate information  
6 or materials from third parties or persons which are equally accessible to propounding party.

7         2.         Responding party objects to the requests on the ground that they have not completed  
8 investigation of the facts related to this matter, have not completed discovery in this action and have  
9 not completed preparation for any trial that may be held in this action. Any responses to the  
10 following document demands are based on documents currently known to responding party and are  
11 given without prejudice to responding party right to produce evidence of any subsequently  
12 discovered documents.

13         3.         Responding party objects to the requests generally, and to each and every individual  
14 request specifically, to the extent that the requests seek documents or information which would  
15 invade the protections afforded Responding party under the attorney client privilege and/or work  
16 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney  
17 client privilege, the work product doctrine, or any other protection. Inadvertent production of such  
18 protected information is not intended to be and shall not operate as a waiver of the applicable  
19 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
20 log.  
21

22         4.         Unless otherwise indicated, Responding Party will produce information regarding the  
23 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary  
24 Injunction Petition. (hereafter "Injunction Issues").

25         5.         Responding Party reserves the right to condition the production of documents  
26 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
27 confidentiality or protective order governing the disclosure of any such information.

28         6.         The production of any documents or information by Responding Party is made



1 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
2 documents containing confidential or proprietary information or trade secrets.

3 7. Responding Party objects to the requests to the extent that they would require  
4 Responding Party to produce documents or information covered by confidentiality agreements with  
5 others, or that would require Responding Party to violate the privacy interests of others.

6 **SECOND SUPPLEMENTAL RESPONSES TO REQUESTS**

7 **FOR PRODUCTION OF DOCUMENTS**

8 These Second Supplemental Response incorporate the previously asserted responses, and  
9 supplement them by identifying identification numbers for specific documents responsive to the  
10 requests.  
11

12 **REQUEST NO. 113:**

13 Please provide copies of all documents which support or relate to the truthfulness of the  
14 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of  
15 experience in the real estate and real estate financing market, and I personally have been involved in  
16 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,  
17 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015  
18 Email from Robert Dziubla to Mike Meacher, p. 0004.

19 **RESPONSE TO REQUEST NO. 113:**

20 Responding party objects to this Document Request because; individually, and in aggregate  
21 with the other requests made herein and previously propounded, this request fails to meet the  
22 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
23 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
24 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
25 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
26 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
27 are not relevant to this issues presented; and it purports to require responding party to disclose  
28

1                   **SECOND SUPPLEMENTAL RESPONSE:**

2                   See documents A-00001-020816.

3                   **REQUEST NO. 133:**

4                   Please provide copies of all documents which support, refute, or in any way relate to your  
5 Counterclaims.

6                   **RESPONSE TO REQUEST NO. 133:**

7                   Responding party objects to this Document Request because; individually, and in aggregate  
8 with the other requests made herein and previously propounded, this request fails to meet the  
9 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
10 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
11 contained herein and previously propounded; it seeks documents that are already in requesting party's  
12 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
13 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
14 are not relevant to this issues presented; and it purports to require responding party to disclose  
15 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
16 is privileged or protected by rights of privacy regarding financial information and tax records of  
17 responding party and/or third parties.

18                   **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted  
19 objections, Responding Party will produce all non-privileged documents that are responsive to this  
20 request.

21                   **SECOND SUPPLEMENTAL RESPONSE:**

22                   See documents A-00001-020816.

23                   **REQUEST NO. 134:**

24                   Please provide copies of all documents which show or relate to each and every payment and/or  
25 transfer of money or property made by Plaintiff to you from 2012 to the present, including documents  
26 that show where or how that money or property was used after you received it.  
27

28

1 **RESPONSE TO REQUEST NO. 134:**

2 Responding party objects to this Document Request because; individually, and in aggregate  
3 with the other requests made herein and previously propounded, this request fails to meet the  
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
6 contained herein and previously propounded; it seeks documents that are already in requesting party's  
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
9 are not relevant to this issues presented; and it purports to require responding party to disclose  
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
11 is privileged or protected by rights of privacy regarding financial information and tax records of  
12 responding party and/or third parties.

13 **REQUEST NO. 135:**

14 Please provide copies of all documents which show or relate to each and every payment and/or  
15 transfer of money or property made by you to any other Defendant in this matter, or entity controlled  
16 by any other Defendant in this matter, from 2012 to the present. This includes, but is not limited to,  
17 documentation related to any reimbursement, salary, or equity distribution from you to any other  
18 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter.

19 **RESPONSE TO REQUEST NO. 135:**

20 Responding party objects to this Document Request because; individually, and in aggregate  
21 with the other requests made herein and previously propounded, this request fails to meet the  
22 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
23 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
24 contained herein and previously propounded; it seeks documents that are already in requesting party's  
25 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
26 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
27 are not relevant to this issues presented; and it purports to require responding party to disclose  
28

1 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
2 is privileged or protected by rights of privacy regarding financial information and tax records of  
3 responding party and/or third parties.

4 **REQUEST NO. 136:**

5 Please provide copies of all documents which show or relate to each and every financial  
6 transaction and/or transfer of money or property made by you to any other Defendant from 2012 to  
7 the present.

8 **RESPONSE TO REQUEST NO. 136:**

9 Responding party objects to this Document Request because; individually, and in aggregate  
10 with the other requests made herein and previously propounded, this request fails to meet the  
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
13 contained herein and previously propounded; it seeks documents that are already in requesting party's  
14 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
15 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
16 are not relevant to this issues presented; and it purports to require responding party to disclose  
17 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
18 is privileged or protected by rights of privacy regarding financial information and tax records of  
19 responding party and/or third parties.

20 **REQUEST NO. 137:**

21 Please provide copies of all documents which show or relate to each and every financial  
22 transaction and/or transfer of money or property made to you by any other Defendant from 2012 to  
23 the present.

24 **RESPONSE TO REQUEST NO. 137:**

25 Responding party objects to this Document Request because; individually, and in aggregate  
26 with the other requests made herein and previously propounded, this request fails to meet the  
27 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
28

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
2 contained herein and previously propounded; it seeks documents that are already in requesting party's  
3 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
4 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
5 are not relevant to this issues presented; and it purports to require responding party to disclose  
6 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
7 is privileged or protected by rights of privacy regarding financial information and tax records of  
8 responding party and/or third parties.

9 **REQUEST NO. 138:**

10 Please provide copies of all documents which support, refute, or in any way relate to each and  
11 every payment and/or transfer of money or property made to you by any foreign or immigrant investor  
12 from 2012 to the present.

13 **RESPONSE TO REQUEST NO. 138:**

14 Responding party objects to this Document Request because; individually, and in aggregate  
15 with the other requests made herein and previously propounded, this request fails to meet the  
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
18 contained herein and previously propounded; it seeks documents that are already in requesting party's  
19 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
20 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
21 are not relevant to this issues presented; and it purports to require responding party to disclose  
22 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
23 is privileged or protected by rights of privacy regarding financial information and tax records of  
24 responding party and/or third parties.

25 **REQUEST NO. 139:**

26 Please provide copies of all documents which identify or contain the details of each and every  
27 EB-5 investor and/or investment transaction related to the Front Sight project, including but not  
28

1 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
2 are not relevant to this issues presented; and it purports to require responding party to disclose  
3 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
4 is privileged or protected by rights of privacy regarding financial information and tax records of  
5 responding party and/or third parties.

6 **REQUEST NO. 159:**

7 Please produce a copy of all documents, writings, and/or communications showing the names  
8 and other demographical information pertaining to LVDF's distributions and investment returns made  
9 to its Class B Members, as defined in LVDF's Operating Agreement dated March 26, 2014.

10 **RESPONSE TO REQUEST NO. 159:**

11 Responding party objects to this Document Request because; individually, and in aggregate  
12 with the other requests made herein and previously propounded, this request fails to meet the  
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
15 contained herein and previously propounded; it seeks documents that are already in requesting party's  
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
18 are not relevant to this issues presented; and it purports to require responding party to disclose  
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
20 is privileged or protected by rights of privacy regarding financial information and tax records of  
21 responding party and/or third parties.

22 **REQUEST NO. 160:**

23 Please produce a copy of all bank account statements, from each and every bank account's  
24 initial opening date to the present time, for all account(s) used to hold the 25% of the actual, potential,  
25 or prospective EB-5 investors' and/or EB-5 visa applicants' investments that was earmarked for  
26 refunds in the event of a USCIS rejection of a particular investor's I-829 petition.  
27

28

1 **RESPONSE TO REQUEST NO. 160:**

2 Responding party objects to this Document Request because; individually, and in aggregate  
3 with the other requests made herein and previously propounded, this request fails to meet the  
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
6 contained herein and previously propounded; it seeks documents that are already in requesting party's  
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
9 are not relevant to this issues presented; and it purports to require responding party to disclose  
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
11 is privileged or protected by rights of privacy regarding financial information and tax records of  
12 responding party and/or third parties.

13 **REQUEST NO. 161:**

14 Please produce a copy of all bank account statements, from each and every bank account's  
15 initial opening date to the present time, for all account(s) used to receive, house, and/or distribute the  
16 money from the actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

17 **RESPONSE TO REQUEST NO. 161:**

18 Responding party objects to this Document Request because; individually, and in aggregate  
19 with the other requests made herein and previously propounded, this request fails to meet the  
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
22 contained herein and previously propounded; it seeks documents that are already in requesting party's  
23 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
24 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
25 are not relevant to this issues presented; and it purports to require responding party to disclose  
26 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
27 is privileged or protected by rights of privacy regarding financial information and tax records of  
28

1 responding party and/or third parties.

2 **REQUEST NO. 162:**

3 Please produce a copy of all manuals, operating procedures, memoranda, circulars,  
4 announcements, emails, and/or other documents that establish, govern, amend, or otherwise control  
5 LVDF's receipt, handling, control, utilization, and/or distribution of the money received from the  
6 actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

7 **RESPONSE TO REQUEST NO. 162:**

8 Responding party objects to this Document Request because; individually, and in aggregate  
9 with the other requests made herein and previously propounded, this request fails to meet the  
10 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
11 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
12 contained herein and previously propounded; it seeks documents that are already in requesting party's  
13 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
14 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
15 are not relevant to this issues presented; and it purports to require responding party to disclose  
16 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
17 is privileged or protected by rights of privacy regarding financial information and tax records of  
18 responding party and/or third parties.

19 **REQUEST NO. 163:**

20 Please produce a copy of all documents showing, recording, and/or memorializing LVDF's  
21 distributions to defendants Robert W. Dziubla, Jon Fleming, Linda Stanwood, and any members (as  
22 defined in LVDF's operating agreement) of LVDF who are not already parties to this lawsuit.

23 **RESPONSE TO REQUEST NO. 163:**

24 Responding party objects to this Document Request because; individually, and in aggregate  
25 with the other requests made herein and previously propounded, this request fails to meet the  
26 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
27 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
28



1 contained herein and previously propounded; it seeks documents that are already in requesting party's  
2 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
3 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
4 are not relevant to this issues presented; and it purports to require responding party to disclose  
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
6 is privileged or protected by rights of privacy regarding financial information and tax records of  
7 responding party and/or third parties.

8 **REQUEST NO. 164:**

9 Please produce a copy of all documents, writings, and/or communications showing or  
10 demonstrating Defendant Linda Stanwood's involvement and/or professional history with VDF,  
11 specifically her history as a Senior Vice President and/or member and/or manager and/or employee of  
12 LVDF, including, but not limited to, her start date(s) and participation in the management and  
13 operation of LVDF and its affairs, and any payments made from LVDF to Defendant Stanwood.

14 **RESPONSE TO REQUEST NO. 164:**

15 Responding party objects to this Document Request because; individually, and in aggregate  
16 with the other requests made herein and previously propounded, this request fails to meet the  
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
19 contained herein and previously propounded; it seeks documents that are already in requesting party's  
20 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
21 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
22 are not relevant to this issues presented; and it purports to require responding party to disclose  
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
24 is privileged or protected by rights of privacy regarding financial information and tax records of  
25 responding party and/or third parties.  
26

27 //

28 //

1 are not relevant to this issues presented; and it purports to require responding party to disclose  
2 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
3 is privileged or protected by rights of privacy regarding financial information and tax records of  
4 responding party and/or third parties.

5 **SUPPLEMENTAL RESPONSE:** Responding Party will produce additional non-privileged  
6 documents that are responsive to this request to the extent they exist.

7 **SECOND SUPPLEMENTAL RESPONSE:**

8 See document number A-010330-010417.

9 **THIRD SUPPLEMENTAL RESPONSE:**

10 See documents A-015270-018192.

11 **REQUEST NO. 172:**

12 Please provide all documents which relate to and/or account for any and all funds you have  
13 received from Front Sight directly or which you know to originate from Front Sight, including all  
14 money received by you from Plaintiff, how said funds were spent, identification of who received any  
15 portion of the funds, and any and all documentation to support or justify payments made or funds  
16 spent.

17 **RESPONSE TO REQUEST NO. 172:**

18 Responding party objects to this Document Request because; individually, and in aggregate  
19 with the other requests made herein and previously propounded, this request fails to meet the  
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
22 contained herein and previously propounded; it seeks documents that are already in requesting party's  
23 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
24 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
25 are not relevant to this issues presented; and it purports to require responding party to disclose  
26 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
27 is privileged or protected by rights of privacy regarding financial information and tax records of  
28

1 responding party and/or third parties.

2 **REQUEST NO. 173:**

3 Please produce all documents that relate to LVDF's allegation that Front Sight failed to comply  
4 with its performance obligations under the CLA section 1.7(e) –Improper Use of Loan Proceeds.

5 **RESPONSE TO REQUEST NO. 173:**

6 Responding party objects to this Document Request because; individually, and in aggregate  
7 with the other requests made herein and previously propounded, this request fails to meet the  
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
10 contained herein and previously propounded; it seeks documents that are already in requesting party's  
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
13 are not relevant to this issues presented; and it purports to require responding party to disclose  
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
15 is privileged or protected by rights of privacy regarding financial information and tax records of  
16 responding party and/or third parties.

17 **SUPPLEMENTAL RESPONSE:** All documents responsive to this request are already in  
18 demanding party's possession.

19 **SECOND SUPPLEMENTAL RESPONSE:**

20 See documents A-001271-001372, A-010911-013173, A-013174-013351, A-(1)00522-  
21 00528, A(1)00530-00540, A-001432-001438, A-001395-001406, A-010223-010227.

22 **REQUEST NO. 174:**

23 Please produce all documents that relate to LVDF's allegation that Front Sight failed to comply  
24 with its performance obligations under the CLA section 3.2(b) –Failure to Provide Government  
25 Approved Plans.  
26

27 **RESPONSE TO REQUEST NO. 174:**

28 Responding party objects to this Document Request because; individually, and in aggregate

1 contained herein and previously propounded; it seeks documents that are already in requesting party's  
2 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
3 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
4 are not relevant to this issues presented; and it purports to require responding party to disclose  
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
6 is privileged or protected by rights of privacy regarding financial information and tax records of  
7 responding party and/or third parties.

8 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party will  
9 produce additional non-privileged documents that are responsive to this request and relevant to the  
10 issue of the number of investors and potential investors that were "in the pipeline" on dates such  
11 representations were made.

12 **SECOND SUPPLEMENTAL RESPONSE:**

13 See documents A-001426-001431.

14 **REQUEST NO. 187:**

15 Please provide all bank statements and other documents related to Las Vegas Development  
16 Fund LLC's financial account with Bank of Hope, including but not limited to account # 6400371502,  
17 for the time period beginning in March 2012 to the present date.

18 **RESPONSE TO REQUEST NO. 187:**

19 Responding party objects to this Document Request because; individually, and in aggregate  
20 with the other requests made herein and previously propounded, this request fails to meet the  
21 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
22 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
23 contained herein and previously propounded; it seeks documents that are already in requesting party's  
24 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
25 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
26 are not relevant to this issues presented; and it purports to require responding party to disclose  
27 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
28

1 is privileged or protected by rights of privacy regarding financial information and tax records of  
2 responding party and/or third parties.

3 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents  
4 responsive to this request and then meet and confer with demanding party regarding further responses  
5 and production.

6 **SECOND SUPPLEMENTAL RESPONSE:**

7 Responding party does not have any documents responsive to this request that are not  
8 privileged.

9 **REQUEST NO. 188:**

10 Please provide all documents related to any and all financial accounts at Bank of Hope  
11 pertaining to Las Vegas Development Fund LLC and/or for which Las Vegas Development Fund LLC  
12 is the beneficiary, signatory, and/or account holder, for the time period beginning March 2012 to the  
13 present date.

14 **RESPONSE TO REQUEST NO. 188:**

15 Responding party objects to this Document Request because; individually, and in aggregate  
16 with the other requests made herein and previously propounded, this request fails to meet the  
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
19 contained herein and previously propounded; it seeks documents that are already in requesting party's  
20 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
21 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
22 are not relevant to this issues presented; and it purports to require responding party to disclose  
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
24 is privileged or protected by rights of privacy regarding financial information and tax records of  
25 responding party and/or third parties.  
26

27 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents  
28 responsive to this request, and then meet and confer with demanding party regarding further responses

1 and production.

2 **SECOND SUPPLEMENTAL RESPONSE:**

3 Responding party does not have any documents responsive to this request that are not  
4 privileged.

5 **REQUEST NO. 189:**

6 Please provide all documents related to any and all financial accounts at Bank of Hope  
7 pertaining to Las Vegas Development Fund LLC and/or for which Las Vegas Development Fund LLC  
8 is the beneficiary, signatory, and/or account holder, for the time period beginning March 2012 to the  
9 present date.

10 **RESPONSE TO REQUEST NO. 189:**

11 Responding party objects to this Document Request because; individually, and in aggregate  
12 with the other requests made herein and previously propounded, this request fails to meet the  
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
15 contained herein and previously propounded; it seeks documents that are already in requesting party's  
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
18 are not relevant to this issues presented; and it purports to require responding party to disclose  
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
20 is privileged or protected by rights of privacy regarding financial information and tax records of  
21 responding party and/or third parties.  
22

23 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents  
24 responsive to this request, and then meet and confer with demanding party regarding further responses  
25 and production.

26 **SECOND SUPPLEMENTAL RESPONSE:**

27 Responding party does not have any documents responsive to this request that are not  
28 privileged.

1 **REQUEST NO. 190:**

2 Please provide all bank statements and other documents related to all NES Financial's escrow  
3 accounts for Las Vegas Development Fund LLC, including Signature Bank account #1502391026,  
4 for the time period beginning in March 2012 to the present date.

5 **RESPONSE TO REQUEST NO. 190:**

6 Responding party objects to this Document Request because; individually, and in aggregate  
7 with the other requests made herein and previously propounded, this request fails to meet the  
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
10 contained herein and previously propounded; it seeks documents that are already in requesting party's  
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
13 are not relevant to this issues presented; and it purports to require responding party to disclose  
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
15 is privileged or protected by rights of privacy regarding financial information and tax records of  
16 responding party and/or third parties.

17 **REQUEST NO. 191:**

18 Please provide, if any exist, any document(s) showing the check images related to deposits  
19 made into all NES Financial's escrow accounts for Las Vegas Development Fund LLC, including but  
20 not limited to, Signature Bank account #1502391026, for the time period beginning in March 2012 to  
21 the present date.

22 **RESPONSE TO REQUEST NO. 191:**

23 Responding party objects to this Document Request because; individually, and in aggregate  
24 with the other requests made herein and previously propounded, this request fails to meet the  
25 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
26 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
27 contained herein and previously propounded; it seeks documents that are already in requesting party's  
28

1 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
2 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
3 are not relevant to this issues presented; and it purports to require responding party to disclose  
4 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
5 is privileged or protected by rights of privacy regarding financial information and tax records of  
6 responding party and/or third parties.

7 **REQUEST NO. 192:**

8 Please provide all documents related to any and all financial accounts at Signature Bank  
9 pertaining to Las Vegas Development Fund LLC and/or for which Las Vegas Development Fund LLC  
10 is the beneficiary, signatory, and/or account holder, for the time period beginning March 2012 to the  
11 present date.

12 **RESPONSE TO REQUEST NO. 192:**

13 Responding party objects to this Document Request because; individually, and in aggregate  
14 with the other requests made herein and previously propounded, this request fails to meet the  
15 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
16 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
17 contained herein and previously propounded; it seeks documents that are already in requesting party's  
18 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
19 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
20 are not relevant to this issues presented; and it purports to require responding party to disclose  
21 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
22 is privileged or protected by rights of privacy regarding financial information and tax records of  
23 responding party and/or third parties.  
24

25 **REQUEST NO. 193:**

26 Please provide all documents related to any and all financial accounts at Wells Fargo pertaining  
27 to Las Vegas Development Fund LLC and/or for which Las Vegas Development Fund LLC is the  
28



1 beneficiary, signatory, and/or account holder, for the time period beginning March 2012 to the present  
2 date.

3 **RESPONSE TO REQUEST NO. 193:**

4 Responding party objects to this Document Request because; individually, and in aggregate  
5 with the other requests made herein and previously propounded, this request fails to meet the  
6 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
7 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
8 contained herein and previously propounded; it seeks documents that are already in requesting party's  
9 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
10 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
11 are not relevant to this issues presented; and it purports to require responding party to disclose  
12 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
13 is privileged or protected by rights of privacy regarding financial information and tax records of  
14 responding party and/or third parties.

15 **REQUEST NO. 194:**

16 Please provide all documents related to any and all financial accounts at Open Bank pertaining  
17 to Las Vegas Development Fund LLC, including but not limited to Account #1226364, and/or for  
18 which Las Vegas Development Fund LLC is the beneficiary, signatory, and/or account holder, for the  
19 time period beginning March 2012 to the present date.

20 **RESPONSE TO REQUEST NO. 194:**

21 Responding party objects to this Document Request because; individually, and in aggregate  
22 with the other requests made herein and previously propounded, this request fails to meet the  
23 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
24 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
25 contained herein and previously propounded; it seeks documents that are already in requesting party's  
26 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
27 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
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1 are not relevant to this issues presented; and it purports to require responding party to disclose  
2 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
3 is privileged or protected by rights of privacy regarding financial information and tax records of  
4 responding party and/or third parties.

5 **REQUEST NO. 195:**

6 Please provide all documents that support or relate to the representation made by Robert  
7 Dziubla during the evidentiary hearing on June 3, 2019 and LVDF’s counsel, Keith Greer, Esq., at the  
8 hearing on October 23, 2019 that LVDF has approximately \$1.5 million ready to be disbursed to Front  
9 Sight. (*See Evid. Hrg. Tr. p. 156, l. 2 – p. 157, l. 25.*)

10 **RESPONSE TO REQUEST NO. 195:**

11 Responding party objects to this Document Request because; individually, and in aggregate  
12 with the other requests made herein and previously propounded, this request fails to meet the  
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
15 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
18 are not relevant to this issues presented; and it purports to require responding party to disclose  
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
20 is privileged or protected by rights of privacy regarding financial information and tax records of  
21 responding party and/or third parties.

22 **REQUEST NO. 196:**

23 Please provide all documents that support or relate to the representation made by Robert  
24 Dziubla during the evidentiary hearing on June 3, 2019 that LVDF has approximately \$2 million held  
25 in escrow for the Front Sight Project. (*See Evid. Hrg. Tr. p. 154, ls. 7-9.*)

26 **RESPONSE TO REQUEST NO. 196:**

27 Responding party objects to this Document Request because; individually, and in aggregate  
28

1 with the other requests made herein and previously propounded, this request fails to meet the  
2 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
3 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
4 contained herein and previously propounded; it seeks documents that are already in requesting party's  
5 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
6 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
7 are not relevant to this issues presented; and it purports to require responding party to disclose  
8 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
9 is privileged or protected by rights of privacy regarding financial information and tax records of  
10 responding party and/or third parties.

11 **REQUEST NO. 202:**

12 Please provide an accounting of all funds you have received from Front Sight. Said accounting  
13 must include all money received from Plaintiff by you, how all funds were spent, identification of who  
14 received any portion of the funds, and any and all documentation to support payments made or funds  
15 spent.

16 **RESPONSE TO REQUEST NO. 202:**

17 Responding party objects to this Document Request because; individually, and in aggregate  
18 with the other requests made herein and previously propounded, this request fails to meet the  
19 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
20 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
21 contained herein and previously propounded; it seeks documents that are already in requesting party's  
22 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
23 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
24 are not relevant to this issues presented; and it purports to require responding party to disclose  
25 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
26 is privileged or protected by rights of privacy regarding financial information and tax records of  
27 responding party and/or third parties.  
28

1 **REQUEST NO. 208:**

2 Please provide copies of all documents which support, relate to, or substantiate the “Late Fee”  
3 of \$96,273.10 as claimed on the Loan Statement & Invoice for the period 10/1/2019-10/31/2019 sent  
4 by NES Financial Corp. on behalf of Las Vegas Development Fund, LLC, attached hereto as **Exhibit**  
5 **1.**

6 **RESPONSE TO REQUEST NO. 208:**

7 Responding party objects to this Document Request because; individually, and in aggregate  
8 with the other requests made herein and previously propounded, this request fails to meet the  
9 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
10 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
11 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
12 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
13 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
14 are not relevant to this issues presented; and it purports to require responding party to disclose  
15 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
16 is privileged or protected by rights of privacy regarding financial information and tax records of  
17 responding party and/or third parties.

18 **SUPPLEMENTAL RESPONSE:** Responding Party will produce additional non-privileged  
19 documents that are responsive to this request.

20 **SECOND SUPPLEMENTAL RESPONSE:**

21 Responding party does not have any other documents that are responsive to this request and  
22 believes NES Financial Corp. is in possession of the requested documents.

23 Dated: April 13, 2020

FARMER CASE & FEDOR

24  
25  
26 /s/ Kathryn Holbert  
27 ANTHONY T. CASE, ESQ.  
28 Nevada Bar No. 6589  
tcase@farmercase.com  
KATHRYN HOLBERT, ESQ.

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GREER & ASSOCIATES

s/ C. Keith Greer  
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Keith.Greer@greerlaw.biz  
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Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC.  
EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Greer & Associates, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT LAS VEGAS DEVELOPMENT FUND’S THIRD SUPPLEMENTAL RESPONSES TO PLAINTIFF’S 3<sup>RD</sup> SET OF REQUESTS FOR PRODUCTION**

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.  
ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146  
Attorneys for Plaintiff  
FRONT SIGHT MANAGEMENT, LLC

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

Dated: April 13, 2020

/s/ Kathryn Holbert  
An Employee of GREER & ASSOCIATES

# EXHIBIT N

# EXHIBIT N

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Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC, EB5  
IMPACT CAPITAL REGIONAL CENTER LLC,  
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
JON FLEMING and LINDA STANWOOD

**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a ) CASE NO.: A-18-781084-B  
Nevada Limited Liability Company, ) DEPT NO.: 16  
)  
Plaintiff, ) **DEFENDANT, ROBERT W. DZIUBLA'S**  
) **SUPPLEMENTAL RESPONSES TO**  
vs. ) **PLAINTIFF'S FIFTH SET OF REQUESTS**  
) **FOR PRODUCTION OF DOCUMENTS**  
)  
LAS VEGAS DEVELOPMENT FUND LLC, a )  
Nevada Limited Liability Company; EB5 )  
IMPACT CAPITAL REGIONAL CENTER )  
LLC, a Nevada Limited Liability Company; EB5 )  
IMPACT ADVISORS LLC, a Nevada )  
Limited Liability Company; ROBERT W. )  
DZIUBLA, individually and as President and )  
CEO of LAS VEGAS DEVELOPMENT FUND )  
LLC and EB5 IMPACT ADVISORS )  
LLC; JON FLEMING, individually and as an )  
agent of LAS VEGAS DEVELOPMENT )  
FUND LLC and EB5 IMPACT ADVISORS )  
LLC; LINDA STANWOOD, individually and )



1 as Senior Vice President of LAS VEGAS )  
2 DEVELOPMENT FUND LLC and EB5 )  
3 IMPACT ADVISORS LLC; DOES 1- )  
4 inclusive; and ROE CORPORATIONS 1- )  
5 10, inclusive, )  
6 Defendants. )

7 \_\_\_\_\_ )  
8 LAS VEGAS DEVELOPMENT FUND LLC, )  
9 Counterclaimant, )

10 vs. )

11 FRONT SIGHT MANAGEMENT, LLC, a )  
12 Nevada Limited Liability Company; )  
13 IGNATIUS PIAZZA, as an individual and in )  
14 his capacity as Trustee and/or beneficiary of )  
15 VNV DYNASTY TRUST I and VNV )  
16 DYNASTY TRUST II; JENNIFER PIAZZA, as )  
17 an individual and in her capacity as Trustee )  
18 and/or beneficiary of VNV DYNASTY TRUST )  
19 I and VNV DYNASTY TRUST II; VNV )  
20 DYNASTY TRUST I, an irrevocable Nevada )  
21 trust; VNV DYNASTY TRUST II, an )  
22 irrevocable Nevada trust; and ROES 1 through )  
23 10, inclusive, )

24 Counterdefendants. )  
25 \_\_\_\_\_ )

26 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

27 **RESPONDING PARTY: Defendant, ROBERT W. DZIUBLA**

28 **SET NO: FIFTH (CORRECTED REQUESTS 101-123)**

**GENERAL OBJECTIONS**

29 Defendant, ROBERT DZIUBLA ("Responding Party" or "Defendant"), makes the following  
30 general objections, whether or not separately set forth in response to each document demand, to each  
31 and every definition and document demand in the Request for Production of Documents (Set No.  
32 Five) of Plaintiff ("Propounding party"):

1           1.       Responding party objects to the requests generally, and to each and every individual  
2 request specifically, to the extent that the requests seek documents not currently in responding party's  
3 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
4 grounds that such requests seek to require more of this defendant than any obligation imposed by law,  
5 would subject responding party to unreasonable and undue annoyance, oppression, burden and  
6 expense, and would seek to impose upon responding party an obligation to investigate information or  
7 materials from third parties or persons which are equally accessible to propounding party.

8           2.       Responding party objects to the requests on the ground that they have not completed  
9 investigation of the facts related to this matter, have not completed discovery in this action and have  
10 not completed preparation for any trial that may be held in this action. Any responses to the following  
11 document demands are based on documents currently known to responding party and are given  
12 without prejudice to responding party right to produce evidence of any subsequently discovered  
13 documents.

14           3.       Responding party objects to the requests generally, and to each and every individual  
15 request specifically, to the extent that the requests seek documents or information which would  
16 invade the protections afforded Responding party under the attorney client privilege and/or work  
17 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney  
18 client privilege, the work product doctrine, or any other protection. Inadvertent production of such  
19 protected information is not intended to be and shall not operate as a waiver of the applicable  
20 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
21 log.

22           4.       Unless otherwise indicated, Responding Party will produce information regarding the  
23 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary  
24 Injunction Petition. (hereafter "Injunction Issues").

25           5.       Responding Party reserves the right to condition the production of documents  
26 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
27 confidentiality or protective order governing the disclosure of any such information.  
28

1           6.       The production of any documents or information by Responding Party is made  
2 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
3 documents containing confidential or proprietary information or trade secrets.

4           7.       Responding Party objects to the requests to the extent that they would require  
5 Responding Party to produce documents or information covered by confidentiality agreements with  
6 others, or that would require Responding Party to violate the privacy interests of others.

7                           **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

8                           **REQUEST NO. 101:**

9                           Please provide copies of all documents which support or relate to the truthfulness of the  
10 representations made to Front Sight that Defendant Dziubla and his associates “have great depth  
11 of experience in the real estate and real estate financing market, and I personally have been  
12 involved in over \$10 billion of hospitality and leisure transactions during my 35-year career as  
13 an investor, owner, operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing  
14 Exhibit 2, April 7, 2015 Email from Robert Dziubla to Mike Meacher, p. 0004.

15                           **RESPONSE TO REQUEST NO. 101:**

16                           Responding party objects to this Document Request because; individually, and in aggregate  
17 with the other requests made herein and previously propounded, this request fails to meet the  
18 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
19 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
20 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
21 possession or equally accessible to the requesting party; it seeks information protected by the  
22 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
23 documents that are not relevant to this issues presented; and it purports to require responding party to  
24 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
25 information that is privileged or protected by rights of privacy regarding financial information and  
26 tax records of responding party and/or third parties.  
27

1 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
2 information that is privileged or protected by rights of privacy regarding financial information and  
3 tax records of responding party and/or third parties.

4 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents  
5 responsive to this request, and then meet and confer with demanding party regarding further  
6 responses and production. See documents A-0021675-021679.

7 **REQUEST NO. 120:**

8 Please provide copies of all documents which support, refute, or relate to each and every  
9 Affirmative Defense you raised in Defendants' Answer to the Second Amended Complaint.

10 **RESPONSE TO REQUEST NO. 120:**

11 Responding party objects to this Document Request because; individually, and in aggregate  
12 with the other requests made herein and previously propounded, this request fails to meet the  
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
15 contained herein and previously propounded; it seeks documents that are already in requesting party's  
16 possession or equally accessible to the requesting party; it seeks information protected by the  
17 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
18 documents that are not relevant to this issues presented; and it purports to require responding party to  
19 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
20 information that is privileged or protected by rights of privacy regarding financial information and  
21 tax records of responding party and/or third parties.

22 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted  
23 objections, Responding Party will produce all non-privileged documents that are responsive to this  
24 request. See documents A-00001-020816.

25 **REQUEST NO. 121:**

26 Please provide copies of all documents which show or relate to each and every payment  
27 and/or transfer of money or property made by Plaintiff to you from 2012 to the present, including  
28

1 documents that show where or how that money or property was used after you received it.

2 **RESPONSE TO REQUEST NO. 121:**

3 Responding party objects to this Document Request because; individually, and in aggregate  
4 with the other requests made herein and previously propounded, this request fails to meet the  
5 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
6 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
7 contained herein and previously propounded; it seeks documents that are already in requesting party's  
8 possession or equally accessible to the requesting party; it seeks information protected by the  
9 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
10 documents that are not relevant to this issues presented; and it purports to require responding party to  
11 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
12 information that is privileged or protected by rights of privacy regarding financial information and  
13 tax records of responding party and/or third parties.

14 **REQUEST NO. 122:**

15 Please provide copies of all documents which show or relate to each and every payment  
16 and/or transfer of money or property made by you to any other Defendant in this matter, or entity  
17 controlled by any other Defendant in this matter, from 2012 to the present. This includes, but is  
18 not limited to, documentation related to any reimbursement, salary, or equity distribution from  
19 you to any other Defendant in this matter, or entity controlled by any other Defendant or entity in  
20 this matter.

21 **RESPONSE TO REQUEST NO. 122:**

22 Responding party objects to this Document Request because; individually, and in aggregate  
23 with the other requests made herein and previously propounded, this request fails to meet the  
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
26 contained herein and previously propounded; it seeks documents that are already in requesting party's  
27 possession or equally accessible to the requesting party; it seeks information protected by the  
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1 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
2 documents that are not relevant to this issues presented; and it purports to require responding party to  
3 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
4 information that is privileged or protected by rights of privacy regarding financial information and  
5 tax records of responding party and/or third parties.

6 **REQUEST NO. 123:**

7 Please provide copies of all documents which show or relate to each and every financial  
8 transaction and/or transfer of money or property made by you to any other Defendant from 2012  
9 to the present.

10 **RESPONSE TO REQUEST NO. 123:**

11 Responding party objects to this Document Request because; individually, and in aggregate  
12 with the other requests made herein and previously propounded, this request fails to meet the  
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
15 contained herein and previously propounded; it seeks documents that are already in requesting party's  
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17 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
18 documents that are not relevant to this issues presented; and it purports to require responding party to  
19 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
20 information that is privileged or protected by rights of privacy regarding financial information and  
21 tax records of responding party and/or third parties.

22 **REQUEST NO. 124:**

23 Please provide copies of all documents which show or relate to each and every financial  
24 transaction and/or transfer of money or property made to you by any other Defendant from 2012  
25 to the present.

26 //

27 //

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
3 contained herein and previously propounded; it seeks documents that are already in requesting party's  
4 possession or equally accessible to the requesting party; it seeks information protected by the  
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
6 documents that are not relevant to this issues presented; and it purports to require responding party to  
7 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
8 information that is privileged or protected by rights of privacy regarding financial information and  
9 tax records of responding party and/or third parties.

10 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party will  
11 produce additional non-privileged documents that are responsive to this request and relevant to the  
12 issue of the number of investors and potential investors that were "in the pipeline" on dates such  
13 representations were made. See documents A-001426-001431.

14 **REQUEST NO. 141:**

15 Please provide all documents related to any and all financial accounts at Bank of Hope  
16 pertaining to Robert W. Dziubla and/or for which Robert W. Dziubla is the beneficiary, signatory,  
17 and/or account holder, for the time period beginning March 2012 to the present date.

18 **RESPONSE TO REQUEST NO. 141:**

19 Responding party objects to this Document Request because; individually, and in aggregate  
20 with the other requests made herein and previously propounded, this request fails to meet the  
21 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
22 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
23 contained herein and previously propounded; it seeks documents that are already in requesting party's  
24 possession or equally accessible to the requesting party; it seeks information protected by the  
25 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
26 documents that are not relevant to this issues presented; and it purports to require responding party to  
27 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
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1 information that is privileged or protected by rights of privacy regarding financial information and  
2 tax records of responding party and/or third parties.

3 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving said objections,  
4 Responding Party does not have any documents responsive to this request that are not privileged.

5 **REQUEST NO. 142:**

6 Please provide all documents related to any and all financial accounts at Signature Bank  
7 pertaining to Robert W. Dziubla and/or for which Robert W. Dziubla is the beneficiary, signatory,  
8 and/or account holder, for the time period beginning March 2012 to the present date.

9 **RESPONSE TO REQUEST NO. 142:**

10 Responding party objects to this Document Request because; individually, and in aggregate  
11 with the other requests made herein and previously propounded, this request fails to meet the  
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
14 contained herein and previously propounded; it seeks documents that are already in requesting party's  
15 possession or equally accessible to the requesting party; it seeks information protected by the  
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
17 documents that are not relevant to this issues presented; and it purports to require responding party to  
18 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
19 information that is privileged or protected by rights of privacy regarding financial information and  
20 tax records of responding party and/or third parties.

21 **REQUEST NO. 143:**

22 Please provide all documents related to any and all financial accounts at Wells Fargo  
23 Bank pertaining to Robert W. Dziubla and/or for which Robert W. Dziubla is the beneficiary,  
24 signatory, and/or account holder, for the time period beginning March 2012 to the present date.

25 **RESPONSE TO REQUEST NO. 143:**

26 Responding party objects to this Document Request because; individually, and in aggregate  
27 with the other requests made herein and previously propounded, this request fails to meet the  
28



1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
3 contained herein and previously propounded; it seeks documents that are already in requesting party's  
4 possession or equally accessible to the requesting party; it seeks information protected by the  
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
6 documents that are not relevant to this issues presented; and it purports to require responding party to  
7 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
8 information that is privileged or protected by rights of privacy regarding financial information and  
9 tax records of responding party and/or third parties.

10 **REQUEST NO. 144:**

11 Please provide all documents related to any and all financial accounts at Open Bank  
12 pertaining to Robert W. Dziubla and/or for which Robert W. Dziubla is the beneficiary, signatory,  
13 and/or account holder, for the time period beginning March 2012 to the present date.

14 **RESPONSE TO REQUEST NO. 144:**

15 Responding party objects to this Document Request because; individually, and in aggregate  
16 with the other requests made herein and previously propounded, this request fails to meet the  
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
19 contained herein and previously propounded; it seeks documents that are already in requesting party's  
20 possession or equally accessible to the requesting party; it seeks information protected by the  
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
22 documents that are not relevant to this issues presented; and it purports to require responding party to  
23 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
24 information that is privileged or protected by rights of privacy regarding financial information and  
25 tax records of responding party and/or third parties.

26 **REQUEST NO. 145:**

27 Please provide copies of any and all documents which support the truthfulness of the  
28

1 identification of who received any portion of the funds, and any and all documentation to support  
2 payments made or funds spent.

3 **RESPONSE TO REQUEST NO. 148:**

4 Responding party objects to this Document Request because; individually, and in aggregate  
5 with the other requests made herein and previously propounded, this request fails to meet the  
6 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
7 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
8 contained herein and previously propounded; it seeks documents that are already in requesting party's  
9 possession or equally accessible to the requesting party; it seeks information protected by the  
10 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
11 documents that are not relevant to this issues presented; and it purports to require responding party to  
12 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
13 information that is privileged or protected by rights of privacy regarding financial information and  
14 tax records of responding party and/or third parties.

15  
16 Dated: April 13, 2020

FARMER CASE & FEDOR

17  
18 /s/ Kathryn Holbert

19 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

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20 KATHRYN HOLBERT, ESQ.

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27 Keith.Greer@greerlaw.biz  
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Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC,  
EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT ROBERT W. DZUIBLA’S SUPPLEMENTAL RESPONSES TO PLAINTIFF’S 5<sup>TH</sup> SET OF REQUESTS FOR PRODUCTION**

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146  
Attorneys for Plaintiff  
FRONT SIGHT MANAGEMENT, LLC

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court’s electronic service list.

Dated: April 13, 2020

/s/ Kathryn Holbert  
An Employee of FARMER CASE & FEDOR

**EXHIBIT O**

**EXHIBIT O**



1 as Senior Vice President of LAS VEGAS )  
2 DEVELOPMENT FUND LLC and EB5 )  
3 IMPACT ADVISORS LLC; DOES 1- )  
4 inclusive; and ROE CORPORATIONS 1- )  
5 10, inclusive, )  
6 Defendants. )

7 \_\_\_\_\_ )  
8 LAS VEGAS DEVELOPMENT FUND LLC, )  
9 Counterclaimant, )

10 vs. )

11 FRONT SIGHT MANAGEMENT, LLC, a )  
12 Nevada Limited Liability Company; )  
13 IGNATIUS PIAZZA, as an individual and in )  
14 his capacity as Trustee and/or beneficiary of )  
15 VNV DYNASTY TRUST I and VNV )  
16 DYNASTY TRUST II; JENNIFER PIAZZA, as )  
17 an individual and in her capacity as Trustee )  
18 and/or beneficiary of VNV DYNASTY TRUST )  
19 I and VNV DYNASTY TRUST II; VNV )  
20 DYNASTY TRUST I, an irrevocable Nevada )  
21 trust; VNV DYNASTY TRUST II, an )  
22 irrevocable Nevada trust; and ROES 1 through )  
23 10, inclusive, )  
24 Counterdefendants. )

25 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

26 **RESPONDING PARTY: Defendant, JON FLEMING**

27 **SET NO: FIFTH**

28 **GENERAL OBJECTIONS**

Defendant, JON FLEMING ("Responding Party" or "Defendant"), makes the following general objections, whether or not separately set forth in response to each document demand, to each and every definition and document demand in the Request for Production of Documents (Set No. Fifth) of Plaintiff ("Propounding party"):

1. Responding party objects to the requests generally, and to each and every individual request specifically, to the extent that the requests seek documents not currently in responding party's

1 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
2 grounds that such requests seek to require more of this defendant than any obligation imposed by law,  
3 would subject responding party to unreasonable and undue annoyance, oppression, burden and  
4 expense, and would seek to impose upon responding party an obligation to investigate information or  
5 materials from third parties or persons which are equally accessible to propounding party.

6 2. Responding party objects to the requests on the ground that they have not completed  
7 investigation of the facts related to this matter, have not completed discovery in this action and have  
8 not completed preparation for any trial that may be held in this action. Any responses to the following  
9 document demands are based on documents currently known to responding party and are given  
10 without prejudice to responding party right to produce evidence of any subsequently discovered  
11 documents.

12 3. Responding party objects to the requests generally, and to each and every individual  
13 request specifically, to the extent that the requests seek documents or information which would  
14 invade the protections afforded Responding party under the attorney client privilege and/or work  
15 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney  
16 client privilege, the work product doctrine, or any other protection. Inadvertent production of such  
17 protected information is not intended to be and shall not operate as a waiver of the applicable  
18 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
19 log.

20 4. Unless otherwise indicated, Responding Party will produce information regarding the  
21 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary  
22 Injunction Petition. (hereafter "Injunction Issues").

23 5. Responding Party reserves the right to condition the production of documents  
24 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
25 confidentiality or protective order governing the disclosure of any such information.

26 6. The production of any documents or information by Responding Party is made  
27 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
28



1 documents containing confidential or proprietary information or trade secrets.

2 7. Responding Party objects to the requests to the extent that they would require  
3 Responding Party to produce documents or information covered by confidentiality agreements with  
4 others, or that would require Responding Party to violate the privacy interests of others.

5 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

6 **REQUEST NO. 95:**

7 Please provide copies of all documents which support or relate to the truthfulness of the  
8 representations made to Front Sight that Defendant Dziubla and his associates “have great depth  
9 of experience in the real estate and real estate financing market, and I personally have been  
10 involved in over \$10 billion of hospitality and leisure transactions during my 35-year career as  
11 an investor, owner, operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing  
12 Exhibit 2, April 7, 2015 Email from Robert Dziubla to Mike Meacher, p. 0004.

13 **RESPONSE TO REQUEST NO. 95:**

14 Responding party objects to this Document Request because; individually, and in aggregate  
15 with the other requests made herein and previously propounded, this request fails to meet the  
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
18 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
19 possession or equally accessible to the requesting party; it seeks information protected by the  
20 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
21 documents that are not relevant to this issues presented; and it purports to require responding party to  
22 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
23 information that is privileged or protected by rights of privacy regarding financial information and  
24 tax records of responding party and/or third parties.

25 //

26 //

1 information that is privileged or protected by rights of privacy regarding financial information and  
2 tax records of responding party and/or third parties.

3 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents  
4 responsive to this request, and then meet and confer with demanding party regarding further  
5 responses and production. See documents A-0021675-021679.

6 **REQUEST NO. 114:**

7 Please provide copies of all documents which support, refute, or relate to each and every  
8 Affirmative Defense you raised in Defendants' Answer to the Second Amended Complaint.

9 **RESPONSE TO REQUEST NO. 114:**

10 Responding party objects to this Document Request because; individually, and in aggregate  
11 with the other requests made herein and previously propounded, this request fails to meet the  
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
14 contained herein and previously propounded; it seeks documents that are already in requesting party's  
15 possession or equally accessible to the requesting party; it seeks information protected by the  
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
17 documents that are not relevant to this issues presented; and it purports to require responding party to  
18 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
19 information that is privileged or protected by rights of privacy regarding financial information and  
20 tax records of responding party and/or third parties.

21 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted  
22 objections, Responding Party will produce all non-privileged documents that are responsive to this  
23 request. See documents A-00001-021678.

24 **REQUEST NO. 115:**

25 Please provide copies of all documents which show or relate to each and every payment  
26 and/or transfer of money or property made by Plaintiff to you from 2012 to the present, including  
27 documents that show where or how that money or property was used after you received it.  
28

1 **RESPONSE TO REQUEST NO. 115:**

2 Responding party objects to this Document Request because; individually, and in aggregate  
3 with the other requests made herein and previously propounded, this request fails to meet the  
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
6 contained herein and previously propounded; it seeks documents that are already in requesting party's  
7 possession or equally accessible to the requesting party; it seeks information protected by the  
8 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
9 documents that are not relevant to this issues presented; and it purports to require responding party to  
10 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
11 information that is privileged or protected by rights of privacy regarding financial information and  
12 tax records of responding party and/or third parties.

13 **REQUEST NO. 116:**

14 Please provide copies of all documents which show or relate to each and every payment  
15 and/or transfer of money or property made by you to any other Defendant in this matter, or entity  
16 controlled by any other Defendant in this matter, from 2012 to the present. This includes, but is  
17 not limited to, documentation related to any reimbursement, salary, or equity distribution from  
18 you to any other Defendant in this matter, or entity controlled by any other Defendant or entity in  
19 this matter.

20 **RESPONSE TO REQUEST NO. 116:**

21 Responding party objects to this Document Request because; individually, and in aggregate  
22 with the other requests made herein and previously propounded, this request fails to meet the  
23 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
24 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
25 contained herein and previously propounded; it seeks documents that are already in requesting party's  
26 possession or equally accessible to the requesting party; it seeks information protected by the  
27 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
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1 documents that are not relevant to this issues presented; and it purports to require responding party to  
2 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
3 information that is privileged or protected by rights of privacy regarding financial information and  
4 tax records of responding party and/or third parties.

5 **REQUEST NO. 117:**

6 Please provide copies of all documents which show or relate to each and every financial  
7 transaction and/or transfer of money or property made by you to any other Defendant from 2012  
8 to the present.

9 **RESPONSE TO REQUEST NO. 117:**

10 Responding party objects to this Document Request because; individually, and in aggregate  
11 with the other requests made herein and previously propounded, this request fails to meet the  
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
14 contained herein and previously propounded; it seeks documents that are already in requesting party's  
15 possession or equally accessible to the requesting party; it seeks information protected by the  
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
17 documents that are not relevant to this issues presented; and it purports to require responding party to  
18 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
19 information that is privileged or protected by rights of privacy regarding financial information and  
20 tax records of responding party and/or third parties.

21 **REQUEST NO. 118:**

22 Please provide copies of all documents which show or relate to each and every financial  
23 transaction and/or transfer of money or property made to you by any other Defendant from 2012  
24 to the present.

25 **RESPONSE TO REQUEST NO. 118:**

26 Responding party objects to this Document Request because; individually, and in aggregate  
27 with the other requests made herein and previously propounded, this request fails to meet the  
28

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
3 contained herein and previously propounded; it seeks documents that are already in requesting party's  
4 possession or equally accessible to the requesting party; it seeks information protected by the  
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
6 documents that are not relevant to this issues presented; and it purports to require responding party to  
7 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
8 information that is privileged or protected by rights of privacy regarding financial information and  
9 tax records of responding party and/or third parties.

10 **REQUEST NO. 119:**

11 Please provide copies of all documents which demonstrate each and every representation  
12 you have made to any potential EB-5 investor of the Front Sight project, or agent of any potential  
13 EB-5 investor, including representations prior to investment and updates since investment.

14 **RESPONSE TO REQUEST NO. 119:**

15 Responding party objects to this Document Request because; individually, and in aggregate  
16 with the other requests made herein and previously propounded, this request fails to meet the  
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
19 contained herein and previously propounded; it seeks documents that are already in requesting party's  
20 possession or equally accessible to the requesting party; it seeks information protected by the  
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
22 documents that are not relevant to this issues presented; and it purports to require responding party to  
23 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
24 information that is privileged or protected by rights of privacy regarding financial information and  
25 tax records of responding party and/or third parties.  
26

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1 documents that are not relevant to this issues presented; and it purports to require responding party to  
2 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
3 information that is privileged or protected by rights of privacy regarding financial information and  
4 tax records of responding party and/or third parties.

5 **REQUEST NO. 122:**

6 Please provide copies of all documents provided to you by Plaintiff or any representative  
7 of Plaintiff at any time between 2012 and the present.

8 **RESPONSE TO REQUEST NO. 122:**

9 Responding party objects to this Document Request because; individually, and in aggregate  
10 with the other requests made herein and previously propounded, this request fails to meet the  
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
13 contained herein and previously propounded; it seeks documents that are already in requesting party's  
14 possession or equally accessible to the requesting party; it seeks information protected by the  
15 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
16 documents that are not relevant to this issues presented; and it purports to require responding party to  
17 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
18 information that is privileged or protected by rights of privacy regarding financial information and  
19 tax records of responding party and/or third parties.

20  
21 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted  
22 objections, all responsive documents have been produced and are identified in response to specific  
23 document demands.

24 **REQUEST NO. 123:**

25 Please produce a copy of all bank account statements, from each and every bank account's  
26 initial opening date to the present time, for all account(s) used to hold the 25% of the actual,  
27 potential, or prospective EB-5 investors' and/or EB-5 visa applicants' investments that was  
28 earmarked for refunds in the event of a USCIS rejection of a particular investor's I-829 petition.

1 **RESPONSE TO REQUEST NO. 123:**

2 Responding party objects to this Document Request because; individually, and in aggregate  
3 with the other requests made herein and previously propounded, this request fails to meet the  
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
6 contained herein and previously propounded; it seeks documents that are already in requesting party's  
7 possession or equally accessible to the requesting party; it seeks information protected by the  
8 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
9 documents that are not relevant to this issues presented; and it purports to require responding party to  
10 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
11 information that is privileged or protected by rights of privacy regarding financial information and  
12 tax records of responding party and/or third parties.

13 **REQUEST NO. 124:**

14 Please produce a copy of all bank account statements, from each and every bank  
15 account's initial opening date to the present time, for all account(s) used to receive, house, and/or  
16 distribute the money from the actual, potential, or prospective EB-5 investors and/or EB-5 visa  
17 applicants.

18 **RESPONSE TO REQUEST NO. 124:**

19 Responding party objects to this Document Request because; individually, and in aggregate  
20 with the other requests made herein and previously propounded, this request fails to meet the  
21 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
22 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
23 contained herein and previously propounded; it seeks documents that are already in requesting party's  
24 possession or equally accessible to the requesting party; it seeks information protected by the  
25 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
26 documents that are not relevant to this issues presented; and it purports to require responding party to  
27 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
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1 information that is privileged or protected by rights of privacy regarding financial information and  
2 tax records of responding party and/or third parties.

3 **REQUEST NO. 125:**

4 Please produce a copy of all documents, writings, and/or communications showing or  
5 demonstrating Defendant Linda Stanwood's involvement and/or professional history with  
6 LVDF, EB5IA, and EB5IC, specifically her history as a Senior Vice President and/or member  
7 and/or manager and/or employee of LVDF, EB5IA, and EB5IC including, but not limited to, her  
8 start date(s) and participation in the management and operation of LVDF, EB5IA, and EB5IC  
9 and its affairs, and any payments made from LVDF, EB5IA, and EB5IC to Defendant Stanwood.

10 Responding party objects to this Document Request because; individually, and in aggregate  
11 with the other requests made herein and previously propounded, this request fails to meet the  
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
14 contained herein and previously propounded; it seeks documents that are already in requesting party's  
15 possession or equally accessible to the requesting party; it seeks information protected by the  
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
17 documents that are not relevant to this issues presented; and it purports to require responding party to  
18 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
19 information that is privileged or protected by rights of privacy regarding financial information and  
20 tax records of responding party and/or third parties.

21 **REQUEST NO. 126:**

22 Produce a copy of any and all communications between you and the actual, potential, or  
23 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2019.

24 **RESPONSE TO REQUEST NO. 126:**

25 Responding party objects to this Document Request because; individually, and in aggregate  
26 with the other requests made herein and previously propounded, this request fails to meet the  
27 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
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1 **REQUEST NO. 130:**

2 Please provide all documents which relate to and/or account for any and all funds you  
3 have received from Front Sight directly or which you know to originate from Front Sight,  
4 including all money received by you from Plaintiff, how said funds were spent, identification of  
5 who received any portion of the funds, and any and all documentation to support or justify  
6 payments made or funds spent.

7 **RESPONSE TO REQUEST NO. 130:**

8 Responding party objects to this Document Request because; individually, and in aggregate  
9 with the other requests made herein and previously propounded, this request fails to meet the  
10 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
11 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
12 contained herein and previously propounded; it seeks documents that are already in requesting party's  
13 possession or equally accessible to the requesting party; it seeks information protected by the  
14 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
15 documents that are not relevant to this issues presented; and it purports to require responding party to  
16 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
17 information that is privileged or protected by rights of privacy regarding financial information and  
18 tax records of responding party and/or third parties.

19 **REQUEST NO. 131:**

20 Please produce all communications between you and any other Defendant.

21 **RESPONSE TO REQUEST NO. 131:**

22 Responding party objects to this Document Request because; individually, and in aggregate  
23 with the other requests made herein and previously propounded, this request fails to meet the  
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
26 contained herein and previously propounded; it seeks documents that are already in requesting party's  
27 possession or equally accessible to the requesting party; it seeks information protected by the  
28

1 tax records of responding party and/or third parties.

2 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party will  
3 produce additional non-privileged documents that are responsive to this request and relevant to the  
4 issue of the number of investors and potential investors that were “in the pipeline” on dates such  
5 representations were made. See documents A-001426-001431.

6 **REQUEST NO. 135:**

7 Please provide all documents related to any and all financial accounts at Bank of Hope  
8 pertaining to Jon D. Fleming and/or for which Jon D. Fleming is the beneficiary, signatory,  
9 and/or account holder, for the time period beginning March 2012 to the present date.

10 **RESPONSE TO REQUEST NO. 135:**

11 Responding party objects to this Document Request because; individually, and in aggregate  
12 with the other requests made herein and previously propounded, this request fails to meet the  
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
15 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
16 possession or equally accessible to the requesting party; it seeks information protected by the  
17 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
18 documents that are not relevant to this issues presented; and it purports to require responding party to  
19 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
20 information that is privileged or protected by rights of privacy regarding financial information and  
21 tax records of responding party and/or third parties.  
22

23 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving said objections, Responding  
24 Party does not have any documents responsive to this request that are not privileged.

25 **REQUEST NO. 136:**

26 Please provide all documents related to any and all financial accounts at Signature Bank  
27 pertaining to Jon D. Fleming and/or for which Jon D. Fleming is the beneficiary, signatory,  
28 and/or account holder, for the time period beginning March 2012 to the present date.

1 **RESPONSE TO REQUEST NO. 136:**

2 Responding party objects to this Document Request because; individually, and in aggregate  
3 with the other requests made herein and previously propounded, this request fails to meet the  
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
6 contained herein and previously propounded; it seeks documents that are already in requesting party's  
7 possession or equally accessible to the requesting party; it seeks information protected by the  
8 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
9 documents that are not relevant to this issues presented; and it purports to require responding party to  
10 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
11 information that is privileged or protected by rights of privacy regarding financial information and  
12 tax records of responding party and/or third parties.

13 **REQUEST NO. 137:**

14 Please provide all documents related to any and all financial accounts at Wells Fargo  
15 Bank pertaining to Jon D. Fleming and/or for which Jon D. Fleming is the beneficiary, signatory,  
16 and/or account holder, for the time period beginning March 2012 to the present date.

17 **RESPONSE TO REQUEST NO. 137:**

18 Responding party objects to this Document Request because; individually, and in aggregate  
19 with the other requests made herein and previously propounded, this request fails to meet the  
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
22 contained herein and previously propounded; it seeks documents that are already in requesting party's  
23 possession or equally accessible to the requesting party; it seeks information protected by the  
24 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
25 documents that are not relevant to this issues presented; and it purports to require responding party to  
26 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
27 information that is privileged or protected by rights of privacy regarding financial information and  
28

1 tax records of responding party and/or third parties.

2 **REQUEST NO. 138:**

3 Please provide all documents related to any and all financial accounts at Open Bank  
4 pertaining to Jon D. Fleming and/or for which Jon D. Fleming is the beneficiary, signatory,  
5 and/or account holder, for the time period beginning March 2012 to the present date.

6 **RESPONSE TO REQUEST NO. 138:**

7 Responding party objects to this Document Request because; individually, and in aggregate  
8 with the other requests made herein and previously propounded, this request fails to meet the  
9 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
10 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
11 contained herein and previously propounded; it seeks documents that are already in requesting party's  
12 possession or equally accessible to the requesting party; it seeks information protected by the  
13 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
14 documents that are not relevant to this issues presented; and it purports to require responding party to  
15 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
16 information that is privileged or protected by rights of privacy regarding financial information and  
17 tax records of responding party and/or third parties.

18 **REQUEST NO. 139:**

19 Please provide copies of all documents which demonstrate or relate to your involvement  
20 in the San Diego Hyatt deal referenced in Evidentiary Hearing Exhibit 9, June 29, 2014 Email  
21 from Robert Dziubla to Mike Meacher (copied to Jon Fleming and Sean Flynn), p. 0036.

22 **RESPONSE TO REQUEST NO. 139:**

23 Responding party objects to this Document Request because; individually, and in aggregate  
24 with the other requests made herein and previously propounded, this request fails to meet the  
25 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
26 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
27 contained herein and previously propounded; it seeks documents that are already in requesting party's  
28

1  
2 **REQUEST NO. 141:**

3 Please provide an accounting of all funds you have received from Front Sight. Said  
4 accounting must include all money received from Plaintiff by you, how all funds were spent,  
5 identification of who received any portion of the funds, and any and all documentation to support  
6 payments made or funds spent.

7 **RESPONSE TO REQUEST NO. 141:**

8 Responding party objects to this Document Request because; individually, and in aggregate  
9 with the other requests made herein and previously propounded, this request fails to meet the  
10 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
11 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
12 contained herein and previously propounded; it seeks documents that are already in requesting party's  
13 possession or equally accessible to the requesting party; it seeks information protected by the  
14 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
15 documents that are not relevant to this issues presented; and it purports to require responding party to  
16 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
17 information that is privileged or protected by rights of privacy regarding financial information and  
18 tax records of responding party and/or third parties.  
19

20 Dated: April 13, 2020

FARMER CASE & FEDOR

21  
22 /s/ Kathryn Holbert

23 ANTHONY T. CASE, ESQ.

24 Nevada Bar No. 6589

tcase@farmercase.com

25 KATHRYN HOLBERT, ESQ.

26 Nevada Bar No. 10084

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27 FARMER CASE & FEDOR

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Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC.  
EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD



**EXHIBIT P**

**EXHIBIT P**





1 DEVELOPMENT FUND LLC and EB5 )  
2 IMPACT ADVISORS LLC; DOES 1- )  
3 inclusive; and ROE CORPORATIONS 1- )  
4 10, inclusive, )

5 Defendants. )

6 LAS VEGAS DEVELOPMENT FUND LLC, )

7 Counterclaimant, )

8 vs. )

9 FRONT SIGHT MANAGEMENT, LLC, a )  
10 Nevada Limited Liability Company; )  
11 IGNATIUS PIAZZA, as an individual and in )  
12 his capacity as Trustee and/or beneficiary of )  
13 VNV DYNASTY TRUST I and VNV )  
14 DYNASTY TRUST II; JENNIFER PIAZZA, as )  
15 an individual and in her capacity as Trustee )  
16 and/or beneficiary of VNV DYNASTY TRUST )  
17 I and VNV DYNASTY TRUST II; VNV )  
18 DYNASTY TRUST I, an irrevocable Nevada )  
19 trust; VNV DYNASTY TRUST II, an )  
20 irrevocable Nevada trust; and ROES 1 through )  
21 10, inclusive, )

22 Counterdefendants. )

23 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

24 **RESPONDING PARTY: Defendant, LINDA STANWOOD**

25 **SET NO: THREE**

26 **GENERAL OBJECTIONS**

27 Defendant, LINDA STANWOOD ("Responding Party" or "Defendant"), makes the following  
28 general objections, whether or not separately set forth in response to each document demand, to each  
and every definition and document demand in the Request for Production of Documents (Set No.  
Three of Plaintiff ("Propounding party")):

1           1.       Responding party objects to the requests generally, and to each and every individual  
2 request specifically, to the extent that the requests seek documents not currently in responding party's  
3 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
4 grounds that such requests seek to require more of this defendant than any obligation imposed by law,  
5 would subject responding party to unreasonable and undue annoyance, oppression, burden and  
6 expense, and would seek to impose upon responding party an obligation to investigate information or  
7 materials from third parties or persons which are equally accessible to propounding party.

8           2.       Responding party objects to the requests on the ground that they have not completed  
9 investigation of the facts related to this matter, have not completed discovery in this action and have  
10 not completed preparation for any trial that may be held in this action. Any responses to the following  
11 document demands are based on documents currently known to responding party and are given  
12 without prejudice to responding party right to produce evidence of any subsequently discovered  
13 documents.

14           3.       Responding party objects to the requests generally, and to each and every individual  
15 request specifically, to the extent that the requests seek documents or information which would invade  
16 the protections afforded Responding party under the attorney client privilege and/or work product  
17 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client  
18 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected  
19 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any  
20 information withheld on the basis of such privilege will be identified on a privilege log.

21           4.       Unless otherwise indicated, Responding Party will produce information regarding the  
22 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary Injunction  
23 Petition. (hereafter "Injunction Issues").

24           5.       Responding Party reserves the right to condition the production of documents  
25 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
26 confidentiality or protective order governing the disclosure of any such information.

27           6.       The production of any documents or information by Responding Party is made without  
28

1 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents  
2 containing confidential or proprietary information or trade secrets.

3 7. Responding Party objects to the requests to the extent that they would require  
4 Responding Party to produce documents or information covered by confidentiality agreements with  
5 others, or that would require Responding Party to violate the privacy interests of others.

6 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

7 **REQUEST NO. 93:**

8 Please provide copies of all documents which support or relate to the truthfulness of the  
9 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of  
10 experience in the real estate and real estate financing market, and I personally have been involved in  
11 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,  
12 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015  
13 Email from Robert Dziubla to Mike Meacher, p. 0004.

14 **RESPONSE TO REQUEST NO. 93:**

15 Responding party objects to this Document Request because; individually, and in aggregate  
16 with the other requests made herein and previously propounded, this request fails to meet the  
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
19 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
20 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
21 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
22 are not relevant to this issues presented; and it purports to require responding party to disclose  
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
24 is privileged or protected by rights of privacy regarding financial information and tax records of  
25 responding party and/or third parties.  
26  
27  
28

1 is privileged or protected by rights of privacy regarding financial information and tax records of  
2 responding party and/or third parties.

3 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents  
4 responsive to this request, and then meet and confer with demanding party regarding further responses  
5 and production. See documents A-0021675-021679.

6 **REQUEST NO. 112:**

7 Please provide copies of all documents which support, refute, or relate to each and every  
8 Affirmative Defense you raised in Defendants' Answer to the Second Amended Complaint.

9 **RESPONSE TO REQUEST NO. 112:**

10 Responding party objects to this Document Request because; individually, and in aggregate  
11 with the other requests made herein and previously propounded, this request fails to meet the  
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
14 contained herein and previously propounded; it seeks documents that are already in requesting party's  
15 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
16 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
17 are not relevant to this issues presented; and it purports to require responding party to disclose  
18 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
19 is privileged or protected by rights of privacy regarding financial information and tax records of  
20 responding party and/or third parties.

21 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted  
22 objections, Responding Party will produce all non-privileged documents that are responsive to this  
23 request. See documents A-00001-020816.

24 **REQUEST NO. 113:**

25 Please provide copies of all documents which show or relate to each and every payment and/or  
26 transfer of money or property made by Plaintiff to you from 2012 to the present, including documents  
27 that show where or how that money or property was used after you received it.  
28

1 **RESPONSE TO REQUEST NO. 113:**

2 Responding party objects to this Document Request because; individually, and in aggregate  
3 with the other requests made herein and previously propounded, this request fails to meet the  
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
6 contained herein and previously propounded; it seeks documents that are already in requesting party's  
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
9 are not relevant to this issues presented; and it purports to require responding party to disclose  
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
11 is privileged or protected by rights of privacy regarding financial information and tax records of  
12 responding party and/or third parties.

13 **REQUEST NO. 114:**

14 Please provide copies of all documents which show or relate to each and every payment and/or  
15 transfer of money or property made by you to any other Defendant in this matter, or entity controlled  
16 by any other Defendant in this matter, from 2012 to the present. This includes, but is not limited to,  
17 documentation related to any reimbursement, salary, or equity distribution from you to any other  
18 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter.

19 **RESPONSE TO REQUEST NO. 114:**

20 Responding party objects to this Document Request because; individually, and in aggregate  
21 with the other requests made herein and previously propounded, this request fails to meet the  
22 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
23 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
24 contained herein and previously propounded; it seeks documents that are already in requesting party's  
25 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
26 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
27 are not relevant to this issues presented; and it purports to require responding party to disclose  
28

1 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
2 is privileged or protected by rights of privacy regarding financial information and tax records of  
3 responding party and/or third parties.

4 **REQUEST NO. 115:**

5 Please provide copies of all documents which show or relate to each and every financial  
6 transaction and/or transfer of money or property made by you to any other Defendant from 2012 to  
7 the present.

8 **RESPONSE TO REQUEST NO. 115:**

9 Responding party objects to this Document Request because; individually, and in aggregate  
10 with the other requests made herein and previously propounded, this request fails to meet the  
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
13 contained herein and previously propounded; it seeks documents that are already in requesting party's  
14 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
15 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
16 are not relevant to this issues presented; and it purports to require responding party to disclose  
17 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
18 is privileged or protected by rights of privacy regarding financial information and tax records of  
19 responding party and/or third parties.

20 **REQUEST NO. 116:**

21 Please provide copies of all documents which show or relate to each and every financial  
22 transaction and/or transfer of money or property made by you to any other Defendant from 2012 to  
23 the present.

24 **RESPONSE TO REQUEST NO. 116:**

25 Responding party objects to this Document Request because; individually, and in aggregate  
26 with the other requests made herein and previously propounded, this request fails to meet the  
27 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
28

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
2 contained herein and previously propounded; it seeks documents that are already in requesting party's  
3 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
4 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
5 are not relevant to this issues presented; and it purports to require responding party to disclose  
6 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
7 is privileged or protected by rights of privacy regarding financial information and tax records of  
8 responding party and/or third parties.

9 **REQUEST NO. 117:**

10 Please provide copies of all documents which demonstrate each and every representation you  
11 have made to any potential EB-5 investor of the Front Sight project, or agent of any potential EB-5  
12 investor, including representations prior to investment and updates since investment.

13 **RESPONSE TO REQUEST NO. 117:**

14 Responding party objects to this Document Request because; individually, and in aggregate  
15 with the other requests made herein and previously propounded, this request fails to meet the  
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
18 contained herein and previously propounded; it seeks documents that are already in requesting party's  
19 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
20 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
21 are not relevant to this issues presented; and it purports to require responding party to disclose  
22 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
23 is privileged or protected by rights of privacy regarding financial information and tax records of  
24 responding party and/or third parties.

25 //

26 //

27 //



1 are not relevant to this issues presented; and it purports to require responding party to disclose  
2 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
3 is privileged or protected by rights of privacy regarding financial information and tax records of  
4 responding party and/or third parties.

5 **REQUEST NO. 120:**

6 Please provide copies of all documents provided to you by Plaintiff or any representative of  
7 Plaintiff at any time between 2012 and the present.

8 **RESPONSE TO REQUEST NO. 120:**

9 Responding party objects to this Document Request because; individually, and in aggregate  
10 with the other requests made herein and previously propounded, this request fails to meet the  
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
13 contained herein and previously propounded; it seeks documents that are already in requesting party's  
14 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
15 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
16 are not relevant to this issues presented; and it purports to require responding party to disclose  
17 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
18 is privileged or protected by rights of privacy regarding financial information and tax records of  
19 responding party and/or third parties.  
20

21 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted  
22 objections, all responsive documents have been produced and are identified in response to specific  
23 document demands.

24 **REQUEST NO. 121:**

25 Please produce a copy of all bank account statements, from each and every bank account's  
26 initial opening date to the present time, for all account(s) used to hold the 25% of the actual, potential,  
27 or prospective EB-5 investors' and/or EB-5 visa applicants' investments that was earmarked for  
28 refunds in the event of a USCIS rejection of a particular investor's I-829 petition.

1 **RESPONSE TO REQUEST NO. 121:**

2 Responding party objects to this Document Request because; individually, and in aggregate  
3 with the other requests made herein and previously propounded, this request fails to meet the  
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
6 contained herein and previously propounded; it seeks documents that are already in requesting party's  
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
9 are not relevant to this issues presented; and it purports to require responding party to disclose  
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
11 is privileged or protected by rights of privacy regarding financial information and tax records of  
12 responding party and/or third parties.

13 **REQUEST NO. 122:**

14 Please produce a copy of all bank account statements, from each and every bank account's  
15 initial opening date to the present time, for all account(s) used to receive, house, and/or distribute the  
16 money from the actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

17 **RESPONSE TO REQUEST NO. 122:**

18 Responding party objects to this Document Request because; individually, and in aggregate  
19 with the other requests made herein and previously propounded, this request fails to meet the  
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
22 contained herein and previously propounded; it seeks documents that are already in requesting party's  
23 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
24 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
25 are not relevant to this issues presented; and it purports to require responding party to disclose  
26 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
27 is privileged or protected by rights of privacy regarding financial information and tax records of  
28

1 responding party and/or third parties.

2 **REQUEST NO. 123:**

3 Please produce a copy of all documents, writings, and/or communications showing or  
4 demonstrating your involvement and/or professional history with LVDF, EB5IA, and EB5IC,  
5 specifically your history as a Senior Vice President and/or member and/or manager and/or employee  
6 of LVDF, EB5IA, and EB5IC, including, but not limited to, your start date(s) and participation in the  
7 management and operation of LVDF, EB5IA, and EB5IC and its affairs, and any payments made  
8 from LVDF, EB5IA, and EB5IC to you.

9 **RESPONSE TO REQUEST NO. 123:**

10 Responding party objects to this Document Request because; individually, and in aggregate  
11 with the other requests made herein and previously propounded, this request fails to meet the  
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
14 contained herein and previously propounded; it seeks documents that are already in requesting party's  
15 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
16 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
17 are not relevant to this issues presented; and it purports to require responding party to disclose  
18 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
19 is privileged or protected by rights of privacy regarding financial information and tax records of  
20 responding party and/or third parties.

21 **REQUEST NO. 124:**

22 Produce a copy of any and all communications between you and the actual, potential, or  
23 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2019.

24 **RESPONSE TO REQUEST NO. 124:**

25 Responding party objects to this Document Request because; individually, and in aggregate  
26 with the other requests made herein and previously propounded, this request fails to meet the  
27 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
28

1 **REQUEST NO. 128:**

2 Please provide all documents which relate to and/or account for any and all funds you have  
3 received from Front Sight directly or which you know to originate from Front Sight, including all  
4 money received by you from Plaintiff, how said funds were spent, identification of who received any  
5 portion of the funds, and any and all documentation to support or justify payments made or funds  
6 spent..

7 **RESPONSE TO REQUEST NO. 128:**

8 Responding party objects to this Document Request because; individually, and in aggregate  
9 with the other requests made herein and previously propounded, this request fails to meet the  
10 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
11 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
12 contained herein and previously propounded; it seeks documents that are already in requesting party's  
13 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
14 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
15 are not relevant to this issues presented; and it purports to require responding party to disclose  
16 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
17 is privileged or protected by rights of privacy regarding financial information and tax records of  
18 responding party and/or third parties.

19 **REQUEST NO. 129:**

20 Please produce all communications between you and any other Defendant.

21 **RESPONSE TO REQUEST NO. 129:**

22 Responding party objects to this Document Request because; individually, and in aggregate  
23 with the other requests made herein and previously propounded, this request fails to meet the  
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
26 contained herein and previously propounded; it seeks documents that are already in requesting party's  
27 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
28

1 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
2 is privileged or protected by rights of privacy regarding financial information and tax records of  
3 responding party and/or third parties.

4 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party will  
5 produce additional non-privileged documents that are responsive to this request and relevant to the  
6 issue of the number of investors and potential investors that were “in the pipeline” on dates such  
7 representations were made. See documents A-001426-001431.

8 **REQUEST NO. 133:**

9 Please provide all documents related to any and all financial accounts at Bank of Hope  
10 pertaining to Linda Stanwood and/or for which Linda Stanwood is the beneficiary, signatory, and/or  
11 account holder, for the time period beginning March 2012 to the present date.

12 **RESPONSE TO REQUEST NO. 133:**

13 Responding party objects to this Document Request because; individually, and in aggregate  
14 with the other requests made herein and previously propounded, this request fails to meet the  
15 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
16 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
17 contained herein and previously propounded; it seeks documents that are already in requesting party’s  
18 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
19 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
20 are not relevant to this issues presented; and it purports to require responding party to disclose  
21 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
22 is privileged or protected by rights of privacy regarding financial information and tax records of  
23 responding party and/or third parties.

24 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving said objections,  
25 Responding Party does not have any documents responsive to this request that are not privileged.

26 //

27 //

1 **REQUEST NO. 134:**

2 Please provide all documents related to any and all financial accounts at Signature Bank  
3 pertaining to Linda Stanwood and/or for which Linda Stanwood is the beneficiary, signatory, and/or  
4 account holder, for the time period beginning March 2012 to the present date.

5 **RESPONSE TO REQUEST NO. 134:**

6 Responding party objects to this Document Request because; individually, and in aggregate  
7 with the other requests made herein and previously propounded, this request fails to meet the  
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
10 contained herein and previously propounded; it seeks documents that are already in requesting party's  
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
13 are not relevant to this issues presented; and it purports to require responding party to disclose  
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
15 is privileged or protected by rights of privacy regarding financial information and tax records of  
16 responding party and/or third parties.

17 **REQUEST NO. 135:**

18 Please provide all documents related to any and all financial accounts at Wells Fargo Bank  
19 pertaining to Linda Stanwood and/or for which Linda Stanwood is the beneficiary, signatory, and/or  
20 account holder, for the time period beginning March 2012 to the present date.

21 **RESPONSE TO REQUEST NO. 135:**

22 Responding party objects to this Document Request because; individually, and in aggregate  
23 with the other requests made herein and previously propounded, this request fails to meet the  
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
26 contained herein and previously propounded; it seeks documents that are already in requesting party's  
27 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
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1 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
2 are not relevant to this issues presented; and it purports to require responding party to disclose  
3 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
4 is privileged or protected by rights of privacy regarding financial information and tax records of  
5 responding party and/or third parties.

6 **REQUEST NO. 136:**

7 Please provide all documents related to any and all financial accounts at Open Bank pertaining  
8 to Linda Stanwood and/or for which Linda Stanwood is the beneficiary, signatory, and/or account  
9 holder, for the time period beginning March 2012 to the present date.

10 **RESPONSE TO REQUEST NO. 136:**

11 Responding party objects to this Document Request because; individually, and in aggregate  
12 with the other requests made herein and previously propounded, this request fails to meet the  
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
15 contained herein and previously propounded; it seeks documents that are already in requesting party's  
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
18 are not relevant to this issues presented; and it purports to require responding party to disclose  
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
20 is privileged or protected by rights of privacy regarding financial information and tax records of  
21 responding party and/or third parties.

22 **REQUEST NO. 137:**

23 Please provide an accounting of all funds you have received from Front Sight. Said accounting  
24 must include all money received from Plaintiff by you, how all funds were spent, identification of who  
25 received any portion of the funds, and any and all documentation to support payments made or funds  
26 spent.  
27  
28

1 **RESPONSE TO REQUEST NO. 137:**

2 Responding party objects to this Document Request because; individually, and in aggregate  
3 with the other requests made herein and previously propounded, this request fails to meet the  
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
6 contained herein and previously propounded; it seeks documents that are already in requesting party's  
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-  
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that  
9 are not relevant to this issues presented; and it purports to require responding party to disclose  
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that  
11 is privileged or protected by rights of privacy regarding financial information and tax records of  
12 responding party and/or third parties.

13  
14 Dated: April 13, 2020

FARMER CASE & FEDOR

15  
16 /s/ Kathryn Holbert

17  
18 ANTHONY T. CASE, ESQ.  
Nevada Bar No. 6589  
19 tcase@farmercase.com  
KATHRYN HOLBERT, ESQ.  
20 Nevada Bar No. 10084  
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Facsimile: (858) 613-6680

Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC.  
EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD

1 **CERTIFICATE OF SERVICE and/or MAILING**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor,  
3 and that on this date, I caused true and correct copies of the following document(s):

4  
5 **DEFENDANT LINDA STANWOOD'S SUPPLEMENTAL RESPONSES TO  
6 PLAINTIFF'S 3<sup>RD</sup> SET OF REQUESTS FOR PRODUCTION**

7 to be served on the following individuals/entities, in the following manner,

8 John P. Aldrich, Esq.  
9 Catherine Hernandez, Esq.  
10 ALDRICH LAW FIRM, LTD.  
11 1601 S. Rainbow Blvd., Suite 160  
12 Las Vegas, Nevada 89146  
13 Attorneys for Plaintiff  
14 FRONT SIGHT MANAGEMENT, LLC

15 By:

16  ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible  
17 electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

18  U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid  
19 envelope, in the United States Mail, to those parties and/or above named individuals which were  
20 not on the Court's electronic service list.

21 Dated: April 13, 2020

22 /s/ Kathryn Holbert  
23 An Employee of FARMER CASE & FEDOR

# EXHIBIT Q

# EXHIBIT Q

1 **RRFP**

2 ANTHONY T. CASE, ESQ.

3 Nevada Bar No. 6589

4 tcase@farmercase.com

5 KATHRYN HOLBERT, ESQ.

6 Nevada Bar No. 10084

7 kholbert@farmercase.com

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13 C. Keith Greer, ESQ.

14 Admitted *pro hac vice*

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16 **GREER AND ASSOCIATES, A PC**

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18 San Diego, CA 92127

19 Telephone: (858) 613-6677

20 Facsimile: (858) 613-6680

21 Attorneys for Defendants

22 LAS VEGAS DEVELOPMENT FUND LLC, EB5

23 IMPACT CAPITAL REGIONAL CENTER LLC,

24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; EB5  
IMPACT CAPITAL REGIONAL CENTER  
LLC, a Nevada Limited Liability Company; EB5  
IMPACT ADVISORS LLC, a Nevada  
Limited Liability Company; ROBERT W.  
DZIUBLA, individually and as President and  
CEO of LAS VEGAS DEVELOPMENT FUND  
LLC and EB5 IMPACT ADVISORS  
LLC; JON FLEMING, individually and as an  
agent of LAS VEGAS DEVELOPMENT  
FUND LLC and EB5 IMPACT ADVISORS  
LLC; LINDA STANWOOD, individually and  
as Senior Vice President of LAS VEGAS

) CASE NO.: A-18-781084-B  
) DEPT NO.: 16  
)  
) **DEFENDANT, EB5 IMPACT CAPITAL**  
) **REGIONAL CENTER LLC'S**  
) **SUPPLEMENTAL RESPONSES TO**  
) **PLAINTIFF'S THIRD SET OF REQUESTS**  
) **FOR PRODUCTION OF DOCUMENTS**

1 DEVELOPMENT FUND LLC and EB5  
2 IMPACT ADVISORS LLC; DOES 1-  
3 inclusive; and ROE CORPORATIONS 1-  
4 10, inclusive,

5 Defendants.

6 LAS VEGAS DEVELOPMENT FUND LLC,

7 Counterclaimant,

8 vs.

9 FRONT SIGHT MANAGEMENT, LLC, a  
10 Nevada Limited Liability Company;  
11 IGNATIUS PIAZZA, as an individual and in  
12 his capacity as Trustee and/or beneficiary of  
13 VNV DYNASTY TRUST I and VNV  
14 DYNASTY TRUST II; JENNIFER PIAZZA, as  
15 an individual and in her capacity as Trustee  
16 and/or beneficiary of VNV DYNASTY TRUST  
17 I and VNV DYNASTY TRUST II; VNV  
18 DYNASTY TRUST I, an irrevocable Nevada  
19 trust; VNV DYNASTY TRUST II, an  
20 irrevocable Nevada trust; and ROES 1 through  
21 10, inclusive,

22 Counterdefendants.

23 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

24 **RESPONDING PARTY: Defendant, EB5 IMPACT CAPITAL REGIONAL  
25 CENTER LLC**

26 **SET NO: THREE**

27 **GENERAL OBJECTIONS**

28 Defendant, EB5 IMPACT CAPITAL REGIONAL CENTER LLC, ("Responding Party" or  
"Defendant"), makes the following general objections, whether or not separately set forth in  
response to each document demand, to each and every definition and document demand in the  
Request for Production of Documents (Set No. Three of Plaintiff ("Propounding party")):

1           1.       Responding party objects to the requests generally, and to each and every individual  
2 request specifically, to the extent that the requests seek documents not currently in responding  
3 party's possession, custody or control, or refers to persons, entities, or events not known to them, on  
4 the grounds that such requests seek to require more of this defendant than any obligation imposed by  
5 law, would subject responding party to unreasonable and undue annoyance, oppression, burden and  
6 expense, and would seek to impose upon responding party an obligation to investigate information  
7 or materials from third parties or persons which are equally accessible to propounding party.

8           2.       Responding party objects to the requests on the ground that they have not completed  
9 investigation of the facts related to this matter, have not completed discovery in this action and have  
10 not completed preparation for any trial that may be held in this action. Any responses to the  
11 following document demands are based on documents currently known to responding party and are  
12 given without prejudice to responding party right to produce evidence of any subsequently  
13 discovered documents.

14           3.       Responding party objects to the requests generally, and to each and every individual  
15 request specifically, to the extent that the requests seek documents or information which would  
16 invade the protections afforded Responding party under the attorney client privilege and/or work  
17 product doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney  
18 client privilege, the work product doctrine, or any other protection. Inadvertent production of such  
19 protected information is not intended to be and shall not operate as a waiver of the applicable  
20 privilege. Any information withheld on the basis of such privilege will be identified on a privilege  
21 log.

22           4.       Unless otherwise indicated, Responding Party will produce information regarding the  
23 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary  
24 Injunction Petition. (hereafter "Injunction Issues").

25           5.       Responding Party reserves the right to condition the production of documents  
26 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
27 confidentiality or protective order governing the disclosure of any such information.  
28

1           6.       The production of any documents or information by Responding Party is made  
2 without waiver, and with preservation, of any privilege or protection against disclosure afforded to  
3 documents containing confidential or proprietary information or trade secrets.

4           7.       Responding Party objects to the requests to the extent that they would require  
5 Responding Party to produce documents or information covered by confidentiality agreements with  
6 others, or that would require Responding Party to violate the privacy interests of others.

7                           **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

8                           **REQUEST NO. 89:**

9                           Please provide copies of all documents which support or relate to the truthfulness of the  
10 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of  
11 experience in the real estate and real estate financing market, and I personally have been involved in  
12 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,  
13 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015  
14 Email from Robert Dziubla to Mike Meacher, p. 0004.

15                           **RESPONSE TO REQUEST NO. 89:**

16                           Responding party objects to this Document Request because; individually, and in aggregate  
17 with the other requests made herein and previously propounded, this request fails to meet the  
18 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
19 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
20 contained herein and previously propounded; it seeks documents that are already in requesting  
21 party’s possession or equally accessible to the requesting party; it seeks information protected by the  
22 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
23 documents that are not relevant to this issues presented; and it purports to require responding party  
24 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
25 information that is privileged or protected by rights of privacy regarding financial information and  
26 tax records of responding party and/or third parties.  
27  
28

1 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
2 information that is privileged or protected by rights of privacy regarding financial information and  
3 tax records of responding party and/or third parties.

4 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents  
5 responsive to this request, and then meet and confer with demanding party regarding further  
6 responses and production. See documents A-0021675-021679.

7 **REQUEST NO. 108:**

8 Please provide copies of all documents which support, refute, or relate to each and every  
9 Affirmative Defense you raised in Defendants' Answer to the Second Amended Complaint.

10 **RESPONSE TO REQUEST NO. 108:**

11 Responding party objects to this Document Request because; individually, and in aggregate  
12 with the other requests made herein and previously propounded, this request fails to meet the  
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
15 contained herein and previously propounded; it seeks documents that are already in requesting  
16 party's possession or equally accessible to the requesting party; it seeks information protected by the  
17 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
18 documents that are not relevant to this issues presented; and it purports to require responding party  
19 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
20 information that is privileged or protected by rights of privacy regarding financial information and  
21 tax records of responding party and/or third parties.

22 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted  
23 objections, Responding Party will produce all non-privileged documents that are responsive to this  
24 request. See documents A-00001-021674.

25 **REQUEST NO. 109:**

26 Please provide copies of all documents which show or relate to each and every payment and/or  
27 transfer of money or property made by Plaintiff to you from 2012 to the present, including documents  
28



1 that show where or how that money or property was used after you received it.

2 **RESPONSE TO REQUEST NO. 109:**

3 Responding party objects to this Document Request because; individually, and in aggregate  
4 with the other requests made herein and previously propounded, this request fails to meet the  
5 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
6 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
7 contained herein and previously propounded; it seeks documents that are already in requesting  
8 party's possession or equally accessible to the requesting party; it seeks information protected by the  
9 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
10 documents that are not relevant to this issues presented; and it purports to require responding party  
11 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
12 information that is privileged or protected by rights of privacy regarding financial information and  
13 tax records of responding party and/or third parties.

14 **REQUEST NO. 110:**

15 Please provide copies of all documents which show or relate to each and every payment and/or  
16 transfer of money or property made by you to any other Defendant in this matter, or entity controlled  
17 by any other Defendant in this matter, from 2012 to the present. This includes, but is not limited to,  
18 documentation related to any reimbursement, salary, or equity distribution from you to any other  
19 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter.

20 **RESPONSE TO REQUEST NO. 110:**

21 Responding party objects to this Document Request because; individually, and in aggregate  
22 with the other requests made herein and previously propounded, this request fails to meet the  
23 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
24 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
25 contained herein and previously propounded; it seeks documents that are already in requesting  
26 party's possession or equally accessible to the requesting party; it seeks information protected by the  
27 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
28

1 documents that are not relevant to this issues presented; and it purports to require responding party  
2 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
3 information that is privileged or protected by rights of privacy regarding financial information and  
4 tax records of responding party and/or third parties.

5 **REQUEST NO. 111:**

6 Please provide copies of all documents which show or relate to each and every financial  
7 transaction and/or transfer of money or property made by you to any other Defendant from 2012 to  
8 the present.

9 **RESPONSE TO REQUEST NO. 111:**

10 Responding party objects to this Document Request because; individually, and in aggregate  
11 with the other requests made herein and previously propounded, this request fails to meet the  
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
14 contained herein and previously propounded; it seeks documents that are already in requesting  
15 party's possession or equally accessible to the requesting party; it seeks information protected by the  
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
17 documents that are not relevant to this issues presented; and it purports to require responding party  
18 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
19 information that is privileged or protected by rights of privacy regarding financial information and  
20 tax records of responding party and/or third parties.

21 **REQUEST NO. 112:**

22 Please provide copies of all documents which show or relate to each and every financial  
23 transaction and/or transfer of money or property made to you by any other Defendant from 2012 to  
24 the present.

25 **RESPONSE TO REQUEST NO. 112:**

26 Responding party objects to this Document Request because; individually, and in aggregate  
27 with the other requests made herein and previously propounded, this request fails to meet the  
28

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
3 contained herein and previously propounded; it seeks documents that are already in requesting  
4 party's possession or equally accessible to the requesting party; it seeks information protected by the  
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
6 documents that are not relevant to this issues presented; and it purports to require responding party  
7 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
8 information that is privileged or protected by rights of privacy regarding financial information and  
9 tax records of responding party and/or third parties.

10 **REQUEST NO. 113:**

11 Please provide copies of all documents which support, refute, or in any way relate to each and  
12 every payment and/or transfer of money or property made to you by any foreign or immigrant investor  
13 from 2012 to the present.

14 **RESPONSE TO REQUEST NO. 113:**

15 Responding party objects to this Document Request because; individually, and in aggregate  
16 with the other requests made herein and previously propounded, this request fails to meet the  
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
19 contained herein and previously propounded; it seeks documents that are already in requesting  
20 party's possession or equally accessible to the requesting party; it seeks information protected by the  
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
22 documents that are not relevant to this issues presented; and it purports to require responding party  
23 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
24 information that is privileged or protected by rights of privacy regarding financial information and  
25 tax records of responding party and/or third parties.

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27 //

1 **REQUEST NO. 114:**

2 Please provide copies of all documents which identify or contain the details of each and every  
3 EB-5 investor and/or investment transaction related to the Front Sight project, including but not  
4 limited to the identity of the person or entity involved, the address of the person or entity investing,  
5 the country of origin of the person or entity investing, the contact information for the agent of the EB-  
6 5 investor, the date of the transaction, the amount of the investment, the source of the funds for the  
7 investment, the current immigration status of the EB-5 investor, and the current status of the  
8 investment.

9 **RESPONSE TO REQUEST NO. 114:**

10 Responding party objects to this Document Request because; individually, and in aggregate  
11 with the other requests made herein and previously propounded, this request fails to meet the  
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
14 contained herein and previously propounded; it seeks documents that are already in requesting  
15 party's possession or equally accessible to the requesting party; it seeks information protected by the  
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
17 documents that are not relevant to this issues presented; and it purports to require responding party  
18 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
19 information that is privileged or protected by rights of privacy regarding financial information and  
20 tax records of responding party and/or third parties.

21  
22 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents  
23 responsive to this request, and then meet and confer with demanding party regarding further  
24 responses and production. See documents A-015270-018192.

25 **REQUEST NO. 115:**

26 Please provide copies of all documents which demonstrate each and every representation you  
27 have made to any potential EB-5 investor of the Front Sight project, or agent of any potential EB-5  
28 investor, including representations prior to investment and updates since investment.

1 information that is privileged or protected by rights of privacy regarding financial information and  
2 tax records of responding party and/or third parties.

3 **REQUEST NO. 120:**

4 Please produce a copy of all bank account statements, from each and every bank account's  
5 initial opening date to the present time, for all account(s) used to hold the 25% of the actual, potential,  
6 or prospective EB-5 investors' and/or EB-5 visa applicants' investments that was earmarked for  
7 refunds in the event of a USCIS rejection of a particular investor's I-829 petition.

8 **RESPONSE TO REQUEST NO. 120:**

9 Responding party objects to this Document Request because; individually, and in aggregate  
10 with the other requests made herein and previously propounded, this request fails to meet the  
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
13 contained herein and previously propounded; it seeks documents that are already in requesting  
14 party's possession or equally accessible to the requesting party; it seeks information protected by the  
15 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
16 documents that are not relevant to this issues presented; and it purports to require responding party  
17 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
18 information that is privileged or protected by rights of privacy regarding financial information and  
19 tax records of responding party and/or third parties.  
20

21 **REQUEST NO. 121:**

22 Please produce a copy of all bank account statements, from each and every bank account's  
23 initial opening date to the present time, for all account(s) used to receive, house, and/or distribute the  
24 money from the actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

25 **RESPONSE TO REQUEST NO. 121:**

26 Responding party objects to this Document Request because; individually, and in aggregate  
27 with the other requests made herein and previously propounded, this request fails to meet the  
28 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
2 contained herein and previously propounded; it seeks documents that are already in requesting  
3 party's possession or equally accessible to the requesting party; it seeks information protected by the  
4 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
5 documents that are not relevant to this issues presented; and it purports to require responding party  
6 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
7 information that is privileged or protected by rights of privacy regarding financial information and  
8 tax records of responding party and/or third parties.

9 **REQUEST NO. 122:**

10 Please produce a copy of all manuals, operating procedures, memoranda, circulars,  
11 announcements, emails, and/or other documents that establish, govern, amend, or otherwise control  
12 EB5IC's receipt, handling, control, utilization, and/or distribution of the money received from the  
13 actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

14 **RESPONSE TO REQUEST NO. 122:**

15 Responding party objects to this Document Request because; individually, and in aggregate  
16 with the other requests made herein and previously propounded, this request fails to meet the  
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
19 contained herein and previously propounded; it seeks documents that are already in requesting  
20 party's possession or equally accessible to the requesting party; it seeks information protected by the  
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
22 documents that are not relevant to this issues presented; and it purports to require responding party  
23 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
24 information that is privileged or protected by rights of privacy regarding financial information and  
25 tax records of responding party and/or third parties.  
26

27 //

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1 documents that are not relevant to this issues presented; and it purports to require responding party  
2 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
3 information that is privileged or protected by rights of privacy regarding financial information and  
4 tax records of responding party and/or third parties.

5 **SUPPLEMENTAL RESPONSE:** Responding Party will produce additional non-privileged  
6 documents that are responsive to this request to the extent they exist. See document number A-  
7 010330-010417; A-015270-018192.

8 **REQUEST NO. 130:**

9 Please provide all documents which relate to and/or account for any and all funds you have  
10 received from Front Sight directly or which you know to originate from Front Sight, including all  
11 money received by you from Plaintiff, how said funds were spent, identification of who received any  
12 portion of the funds, and any and all documentation to support or justify payments made or funds  
13 spent.

14 **RESPONSE TO REQUEST NO. 130:**

15 Responding party objects to this Document Request because; individually, and in aggregate  
16 with the other requests made herein and previously propounded, this request fails to meet the  
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
19 contained herein and previously propounded; it seeks documents that are already in requesting  
20 party's possession or equally accessible to the requesting party; it seeks information protected by the  
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
22 documents that are not relevant to this issues presented; and it purports to require responding party  
23 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
24 information that is privileged or protected by rights of privacy regarding financial information and  
25 tax records of responding party and/or third parties.  
26

27 **REQUEST NO. 131:**

28 Please produce all communications between EB5IC and any other Defendant.

1 **REQUEST NO. 134:**

2 Please produce all communications between EB5IC and any agent and/or broker for any EB-  
3 5 Investor.

4 **RESPONSE TO REQUEST NO. 134:**

5 Responding party objects to this Document Request because; individually, and in aggregate  
6 with the other requests made herein and previously propounded, this request fails to meet the  
7 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
8 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
9 contained herein and previously propounded; it seeks documents that are already in requesting  
10 party's possession or equally accessible to the requesting party; it seeks information protected by the  
11 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
12 documents that are not relevant to this issues presented; and it purports to require responding party  
13 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
14 information that is privileged or protected by rights of privacy regarding financial information and  
15 tax records of responding party and/or third parties.

16 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party  
17 will produce additional non-privileged documents that are responsive to this request and relevant to  
18 the issue of the number of investors and potential investors that were "in the pipeline" on dates such  
19 representations were made. See documents A-001426-001431.

20 **REQUEST NO. 135:**

21 Please provide all documents related to any and all financial accounts at Bank of Hope  
22 pertaining to EB5 Impact Capital Regional Center LLC and/or for which EB5 Impact Capital Regional  
23 Center LLC is the beneficiary, signatory, and/or account holder, for the time period beginning March  
24 2012 to the present date.

25 **RESPONSE TO REQUEST NO. 135:**

26 Responding party objects to this Document Request because; individually, and in aggregate  
27 with the other requests made herein and previously propounded, this request fails to meet the  
28



1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
3 contained herein and previously propounded; it seeks documents that are already in requesting  
4 party's possession or equally accessible to the requesting party; it seeks information protected by the  
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
6 documents that are not relevant to this issues presented; and it purports to require responding party  
7 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
8 information that is privileged or protected by rights of privacy regarding financial information and  
9 tax records of responding party and/or third parties.

10 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving said objections,  
11 Responding Party does not have any documents responsive to this request that are not privileged.

12 **REQUEST NO. 136:**

13 Please provide all documents related to any and all financial accounts at Signature Bank  
14 pertaining to EB5 Impact Capital Regional Center LLC and/or for which EB5 Impact Capital Regional  
15 Center LLC is the beneficiary, signatory, and/or account holder, for the time period beginning March  
16 2012 to the present date.

17 **RESPONSE TO REQUEST NO. 136:**

18 Responding party objects to this Document Request because; individually, and in aggregate  
19 with the other requests made herein and previously propounded, this request fails to meet the  
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
22 contained herein and previously propounded; it seeks documents that are already in requesting  
23 party's possession or equally accessible to the requesting party; it seeks information protected by the  
24 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
25 documents that are not relevant to this issues presented; and it purports to require responding party  
26 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
27

1 information that is privileged or protected by rights of privacy regarding financial information and  
2 tax records of responding party and/or third parties.

3 **REQUEST NO. 137:**

4 Please provide all documents related to any and all financial accounts at Wells Fargo Bank  
5 pertaining to EB5 Impact Capital Regional Center LLC, including but not limited to Account No.  
6 3871099804, and/or for which EB5 Impact Capital Regional Center LLC is the beneficiary, signatory,  
7 and/or account holder, for the time period beginning in March 2012 to the present date.

8 **RESPONSE TO REQUEST NO. 137:**

9 Responding party objects to this Document Request because; individually, and in aggregate  
10 with the other requests made herein and previously propounded, this request fails to meet the  
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
13 contained herein and previously propounded; it seeks documents that are already in requesting  
14 party's possession or equally accessible to the requesting party; it seeks information protected by the  
15 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
16 documents that are not relevant to this issues presented; and it purports to require responding party  
17 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
18 information that is privileged or protected by rights of privacy regarding financial information and  
19 tax records of responding party and/or third parties.  
20

21 **REQUEST NO. 138:**

22 Please provide all documents related to any and all financial accounts at Open Bank pertaining  
23 to EB5 Impact Capital Regional Center LLC and/or for which EB5 Impact Capital Regional Center  
24 LLC is the beneficiary, signatory, and/or account holder, for the time period beginning March 2012  
25 to the present date.

26 **RESPONSE TO REQUEST NO. 138:**

27 Responding party objects to this Document Request because; individually, and in aggregate  
28 with the other requests made herein and previously propounded, this request fails to meet the

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
3 contained herein and previously propounded; it seeks documents that are already in requesting  
4 party's possession or equally accessible to the requesting party; it seeks information protected by the  
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
6 documents that are not relevant to this issues presented; and it purports to require responding party  
7 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
8 information that is privileged or protected by rights of privacy regarding financial information and  
9 tax records of responding party and/or third parties.

10 **REQUEST NO. 139:**

11 Please provide copies of any and all documents which support or relate to the truthfulness of  
12 the representations made by Robert Dziubla to Front Sight that "With regard to your question about  
13 the San Diego Hyatt deal, the EB5 funding was proceeding well, as we had many millions of dollars  
14 in escrow with another 95 investors (\$47.5m) slated to fund by September 30," as set forth in  
15 Evidentiary Hearing Exhibit 9, June 29, 2014 Email from Robert Dziubla to Mike Meacher (copied  
16 to Jon Fleming and Sean Flynn), p. 0036.

17 **RESPONSE TO REQUEST NO. 139:**

18 Responding party objects to this Document Request because; individually, and in aggregate  
19 with the other requests made herein and previously propounded, this request fails to meet the  
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
22 contained herein and previously propounded; it seeks documents that are already in requesting  
23 party's possession or equally accessible to the requesting party; it seeks information protected by the  
24 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
25 documents that are not relevant to this issues presented; and it purports to require responding party  
26 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
27

28

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
2 contained herein and previously propounded; it seeks documents that are already in requesting  
3 party's possession or equally accessible to the requesting party; it seeks information protected by the  
4 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
5 documents that are not relevant to this issues presented; and it purports to require responding party  
6 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
7 information that is privileged or protected by rights of privacy regarding financial information and  
8 tax records of responding party and/or third parties.

9 **REQUEST NO. 142:**

10 Please provide an accounting of all funds you have received from Front Sight. Said accounting  
11 must include all money received from Plaintiff by you, how all funds were spent, identification of who  
12 received any portion of the funds, and any and all documentation to support payments made or funds  
13 spent.

14 **RESPONSE TO REQUEST NO. 142:**

15 Responding party objects to this Document Request because; individually, and in aggregate  
16 with the other requests made herein and previously propounded, this request fails to meet the  
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is  
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests  
19 contained herein and previously propounded; it seeks documents that are already in requesting  
20 party's possession or equally accessible to the requesting party; it seeks information protected by the  
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of  
22 documents that are not relevant to this issues presented; and it purports to require responding party  
23 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or  
24 information that is privileged or protected by rights of privacy regarding financial information and  
25 tax records of responding party and/or third parties.

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1 Dated: April 13, 2020

FARMER CASE & FEDOR

2  
3 /s/ Kathryn Holbert

4 ANTHONY T. CASE, ESQ.  
5 Nevada Bar No. 6589  
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17 Attorneys for Defendants  
18 LAS VEGAS DEVELOPMENT FUND LLC.  
19 EB5 IMPACT CAPITAL REGIONAL CENTER,  
20 LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
21 W. DZIUBLA, JON FLEMING and LINDA  
22 STANWOOD  
23  
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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT EB5 IMPACT CAPITAL REGIONAL CENTER, LLC'S  
SUPPLEMENTAL RESPONSES TO PLAINTIFF'S 3<sup>RD</sup> SET OF REQUESTS FOR  
PRODUCTION**

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146  
Attorneys for Plaintiff  
FRONT SIGHT MANAGEMENT, LLC

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court's electronic service list.

Dated: April 13, 2020

/s/ Kathryn Holbert  
An Employee of FARMER CASE & FEDOR

# EXHIBIT R

# EXHIBIT R

**RRFP**

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Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a Nevada )  
Limited Liability Company, )

Plaintiff, )

vs. )

LAS VEGAS DEVELOPMENT FUND LLC, a )  
Nevada Limited Liability Company, et al. )

Defendants. )

AND ALL RELATED COUNTERCLAIMS. )

CASE NO.: A-18-781084-B

) DEPT NO.: 16

) **DEFENDANT, LVDF'S RESPONSES**  
) **TO PLAINTIFF'S FIRST SET OF**  
) **INTERROGATORIES**

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1  
2 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**  
3 **RESPONDING PARTY: Defendant, LAS VEGAS DEVELOPMENT FUND, LLC**  
4 **SET NO: ONE**

5 **GENERAL OBJECTIONS**

6 Defendant, LAS VEGAS DEVELOPMENT FUND, LLC, ("Responding Party" or  
7 "Defendant"), makes the following general objections, whether or not separately set forth in response  
8 to each interrogatory, to each and every definition and document demand in the Interrogatories (Set  
9 No. 1 of Plaintiff ("Propounding party")):

10 1. Responding party objects to the requests generally, and to each and every individual  
11 request specifically, to the extent that the requests seek information not currently in responding party's  
12 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
13 grounds that such requests seek to require more of this defendant than any obligation imposed by law,  
14 would subject responding party to unreasonable and undue annoyance, oppression, burden and  
15 expense, and would seek to impose upon responding party an obligation to investigate information or  
16 materials from third parties or persons which are equally accessible to propounding party.

17 2. Responding party objects to the requests on the ground that they have not completed  
18 investigation of the facts related to this matter, have not completed discovery in this action and have  
19 not completed preparation for any trial that may be held in this action. Any responses to the following  
20 document demands are based on documents currently known to responding party and are given  
21 without prejudice to responding party right to produce evidence of any subsequently discovered  
22 documents.

23 3. Responding party objects to the requests generally, and to each and every individual  
24 request specifically, to the extent that the requests seek documents or information which would invade  
25 the protections afforded Responding party under the attorney client privilege and/or work product  
26 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client  
27 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected  
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2 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any  
3 information withheld on the basis of such privilege will be identified on a privilege log.

4 4. Responding Party reserves the right to condition the production of documents  
5 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
6 confidentiality or protective order governing the disclosure of any such information.

7 5. The production of any documents or information by Responding Party is made without  
8 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents  
9 containing confidential or proprietary information or trade secrets.

10 6. Responding Party objects to the requests to the extent that they would require  
11 Responding Party to produce documents or information covered by confidentiality agreements with  
12 others, or that would require Responding Party to violate the privacy interests of others.

13 **RESPONSES TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Please state with particularity all facts and identify all documents relating to any and all  
16 affirmative defenses asserted in your Answer to Second Amended Complaint. If you assert a privilege,  
17 please provide a privilege log.

18 **RESPONSE TO INTERROGATORY NO. 1:**

19 Responding party objects to this Special Interrogatory because; individually, and in  
20 aggregate with the other requests made herein and previously propounded, including elicited oral  
21 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
22 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
23 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
24 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
25 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
26 purports to require responding party to disclose information that is a trade secret, confidential,  
27 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
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2 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
3 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
4 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
5 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
6 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
7 purports to require responding party to disclose information that is a trade secret, confidential,  
8 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
9 privacy regarding financial information and tax records of responding party and/or third parties.

10 **INTERROGATORY NO. 4:**

11 Please state with particularity all facts and identify all documents which support or relate to  
12 the truthfulness of the representations made to Front Sight that "... we don't make any money until we  
13 have successfully raised the \$65m..." as set forth in Evidentiary Hearing Exhibit 3, p. 0007. If you  
14 assert a privilege, please provide a privilege log.

15 **RESPONSE TO INTERROGATORY NO. 4:**

16 Responding party objects to this Special Interrogatory because; individually, and in  
17 aggregate with the other requests made herein and previously propounded, including elicited oral  
18 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
19 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
20 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
21 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
22 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
23 purports to require responding party to disclose information that is a trade secret, confidential,  
24 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
25 privacy regarding financial information and tax records of responding party and/or third parties.

26 **INTERROGATORY NO. 5:**

27 Please state with particularity all facts and identify all documents which demonstrate or  
28

1  
2 relate to each and every payment, financial transaction, and/or transfer of money or property  
3 made by you to any other Defendant in this matter, or entity controlled by any other Defendant in  
4 this matter, from 2012 to the present. This includes, but is not limited to, facts and  
5 documentation related to any reimbursement, salary, or equity distribution from you to any other  
6 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter. If  
7 you assert a privilege, please provide a privilege log.

8 **RESPONSE TO INTERROGATORY NO. 5:**

9 Responding party objects to this Special Interrogatory because; individually, and in  
10 aggregate with the other requests made herein and previously propounded, including elicited oral  
11 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
12 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
13 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
14 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
15 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
16 purports to require responding party to disclose information that is a trade secret, confidential,  
17 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
18 privacy regarding financial information and tax records of responding party and/or third parties.

19 **INTERROGATORY NO. 6:**

20 Please state with particularity all facts and identify all documents which demonstrate or  
21 relate to each and every payment, financial transaction, and/or transfer of money or property  
22 made to you by any other Defendant in this matter, or entity controlled by any other Defendant in  
23 this matter, from 2012 to the present. This includes, but is not limited to, facts and documentation  
24 related to any reimbursement, salary, or equity distribution to you from any other Defendant in this  
25 matter, or entity controlled by any other Defendant or entity in this matter. If you assert a privilege,  
26 please provide a privilege log  
27

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2 **RESPONSE TO INTERROGATORY NO. 6:**

3 Responding party objects to this Special Interrogatory because; individually, and in  
4 aggregate with the other requests made herein and previously propounded, including elicited oral  
5 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
6 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
7 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
8 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
9 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
10 purports to require responding party to disclose information that is a trade secret, confidential,  
11 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
12 privacy regarding financial information and tax records of responding party and/or third parties.

13 **INTERROGATORY NO. 7:**

14 Please provide a list which identifies or contains the details of each and every EB-5  
15 investor and/or investment transaction related to the Front Sight Project, including but not  
16 limited to, the identity of the person or entity involved, the address of the person or entity  
17 investing, the country of origin of the person or entity investing, the contact information for the  
18 agent of the EB-5 investor, the date of the transaction or investment, the amount of the  
19 investment, the source of the funds for the investment, the current immigration status of the EB-5  
20 investor (including the status of the I-526 and/or I-829 petitions), and the current status of the  
21 investment, and identify all documents relating to any investment described in this Interrogatory.  
22 If you assert a privilege, please provide a privilege log.

23 **RESPONSE TO INTERROGATORY NO. 7:**

24 Responding party objects to this Special Interrogatory because; individually, and in  
25 aggregate with the other requests made herein and previously propounded, including elicited oral  
26 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
27 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
28

1  
2 purports to require responding party to disclose information that is a trade secret, confidential,  
3 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
4 privacy regarding financial information and tax records of responding party and/or third parties.

5 **INTERROGATORY NO. 16:**

6 Please state with particularity all facts and identify all documents which relate to or show  
7 the names and other demographical information pertaining to Defendant LVDF's Class B  
8 Member, as defined in LVDF's Operating Agreement dated March 26, 2014, and including but  
9 not limited to the identity of the Class B Members, the address of the Class B Member, the  
10 country of origin of the Class B Member, the contact information for the agent of the Class B  
11 Member, the date of the transaction, the amount of the investment, the source of the funds for the  
12 investment, the current immigration status of the Class B Member, and the current status of the  
13 investment. If you assert a privilege, please provide a privilege log..

14 **RESPONSE TO INTERROGATORY NO. 16:**

15 Responding party objects to this Special Interrogatory because; individually, and in  
16 aggregate with the other requests made herein and previously propounded, including elicited oral  
17 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
18 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
19 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
20 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
21 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
22 purports to require responding party to disclose information that is a trade secret, confidential,  
23 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
24 privacy regarding financial information and tax records of responding party and/or third parties.

25 **INTERROGATORY NO. 17:**

26 Please state with particularity all facts and identify all documents, writings, and/or  
27 communications relating to Defendant LVDF's distributions and investment returns made to its Class  
28

1  
2 B Members, as defined in LVDF's Operating Agreement dated March 26, 2014, including the names  
3 of Class B Members receiving said distributions and/or investment returns, and the date and amount  
4 of said distribution and/or investment returns. If you assert a privilege, please provide a privilege log.

5 **RESPONSE TO INTERROGATORY NO. 17:**

6 Responding party objects to this Special Interrogatory because; individually, and in  
7 aggregate with the other requests made herein and previously propounded, including elicited oral  
8 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
9 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
10 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
11 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
12 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
13 purports to require responding party to disclose information that is a trade secret, confidential,  
14 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
15 privacy regarding financial information and tax records of responding party and/or third parties.

16 **INTERROGATORY NO. 18:**

17 Please state with particularity all facts which relate to bank accounts, from each and every  
18 bank account's initial opening date to the present time, for all account(s) used to hold back the 25%  
19 of the actual, potential, or prospective EB-5 investors' and/or EB-5 visa applicants' investments that  
20 was earmarked for refunds in the event of a USCIS rejection of a particular investor's I-829 petition,  
21 and identify all documents related to the referenced bank accounts If you assert a privilege, please  
22 provide a privilege log.

23 **RESPONSE TO INTERROGATORY NO. 18:**

24 Responding party objects to this Special Interrogatory because; individually, and in  
25 aggregate with the other requests made herein and previously propounded, including elicited oral  
26 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
27 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
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2 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
3 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
4 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
5 purports to require responding party to disclose information that is a trade secret, confidential,  
6 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
7 privacy regarding financial information and tax records of responding party and/or third parties.

8 **INTERROGATORY NO. 19:**

9 Please state with particularity all facts which relate to any bank accounts that any Defendant  
10 used as an escrow account to receive, house, and/or distribute the money from the actual, potential, or  
11 prospective EB-5 investors and/or EB-5 visa applicants, from each and every bank account's initial  
12 opening date to the present time, and identify all documents related to the referenced bank accounts.

13 If you assert a privilege, please provide a privilege log.

14 **RESPONSE TO INTERROGATORY NO. 19:**

15 Responding party objects to this Special Interrogatory because; individually, and in  
16 aggregate with the other requests made herein and previously propounded, including elicited oral  
17 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
18 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
19 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
20 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
21 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
22 purports to require responding party to disclose information that is a trade secret, confidential,  
23 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
24 privacy regarding financial information and tax records of responding party and/or third parties.

25 **INTERROGATORY NO. 20:**

26 Please state with particularity all facts and identify all documents relating to all manuals,  
27 operating procedures, memoranda, circulars, announcements, emails, and/or other documents that  
28



1  
2 establish, govern, amend, or otherwise control LVDF's receipt, handling, control, utilization, and/or  
3 distribution of the money you received from the actual, potential, or prospective EB-5 investors and/or  
4 EB-5 visa applicants..

5 **RESPONSE TO INTERROGATORY NO. 20:**

6 Responding party objects to this Special Interrogatory because; individually, and in  
7 aggregate with the other requests made herein and previously propounded, including elicited oral  
8 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
9 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
10 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
11 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
12 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
13 purports to require responding party to disclose information that is a trade secret, confidential,  
14 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
15 privacy regarding financial information and tax records of responding party and/or third parties.

16 **INTERROGATORY NO. 21:**

17 Please state with particularity all facts and identify all documents relating to, showing,  
18 recording, and/or memorializing LVDF's distributions to Defendants Robert W. Dziubla, Jon  
19 Fleming, Linda Stanwood, and any members of any member class (as defined in LVDF's Operating  
20 Agreement) of LVDF who are not already parties to this lawsuit. If you assert a privilege, please  
21 provide a privilege log.

22 **RESPONSE TO INTERROGATORY NO. 21:**

23 Responding party objects to this Special Interrogatory because; individually, and in  
24 aggregate with the other requests made herein and previously propounded, including elicited oral  
25 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
26 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
27 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
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2 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
3 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
4 purports to require responding party to disclose information that is a trade secret, confidential,  
5 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
6 privacy regarding financial information and tax records of responding party and/or third parties.

7 **INTERROGATORY NO. 22:**

8 Please state with particularity all facts which relate to and/or account for any and all  
9 funds you have received from Front Sight directly, and/or that you know originated from Front  
10 Sight, including all money received by you from Plaintiff, how said funds were spent,  
11 identification of who received any portion of the funds, and identify all documents to support or  
12 justify payments made or funds spent. If you assert a privilege, please provide a privilege log

13 **RESPONSE TO INTERROGATORY NO. 22:**

14 Responding party objects to this Special Interrogatory because; individually, and in  
15 aggregate with the other requests made herein and previously propounded, including elicited oral  
16 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
17 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
18 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
19 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
20 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
21 purports to require responding party to disclose information that is a trade secret, confidential,  
22 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
23 privacy regarding financial information and tax records of responding party and/or third parties.

24 **INTERROGATORY NO. 23:**

25 Please state with particularity all facts and identify all documents which relate to LVDF's  
26 allegation that Front Sight failed to comply with its performance obligations under the Construction  
27 Loan Agreement Section 1.7(e) – Improper Use of Loan Proceeds, including all damages allegedly  
28

1  
2 suffered as a result of this alleged breach. If you assert a privilege, please provide a privilege log.

3 **RESPONSE TO INTERROGATORY NO. 23:**

4 Responding party objects to this Special Interrogatory because; individually, and in  
5 aggregate with the other requests made herein and previously propounded, including elicited oral  
6 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
7 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
8 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
9 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
10 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
11 purports to require responding party to disclose information that is a trade secret, confidential,  
12 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
13 privacy regarding financial information and tax records of responding party and/or third parties.

14 **INTERROGATORY NO. 24:**

15 Please state with particularity all facts and identify all documents which relate to LVDF's  
16 allegation that Front Sight failed to comply with its performance obligations under the  
17 Construction Loan Agreement Section 3.2(b) – Failure to Provide Government Approved Plans,  
18 including all damages allegedly suffered as a result of this alleged breach. If you assert a  
19 privilege, please provide a privilege log.

20 **RESPONSE TO INTERROGATORY NO. 24:**

21 Responding party objects to this Special Interrogatory because; individually, and in  
22 aggregate with the other requests made herein and previously propounded, including elicited oral  
23 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
24 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
25 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
26 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
27 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
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1  
2 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
3 are already in requesting party’s possession or equally accessible to the requesting party; it seeks  
4 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
5 purports to require responding party to disclose information that is a trade secret, confidential,  
6 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
7 privacy regarding financial information and tax records of responding party and/or third parties.

8 **INTERROGATORY NO. 36:**

9 Identify and describe in detail all policies and/or procedures related to the operation of  
10 this entity.

11 **RESPONSE TO INTERROGATORY NO. 36:**

12 Responding party objects to this Special Interrogatory because; individually, and in  
13 aggregate with the other requests made herein and previously propounded, including elicited oral  
14 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
15 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
16 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
17 are already in requesting party’s possession or equally accessible to the requesting party; it seeks  
18 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
19 purports to require responding party to disclose information that is a trade secret, confidential,  
20 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
21 privacy regarding financial information and tax records of responding party and/or third parties.

22 March 5, 2020

FARMER CASE & FEDOR

23  
24 /s/ Kathryn Holbert

25 ANTHONY T. CASE, ESQ.  
26 Nevada Bar No. 6589  
27 tcase@farmercase.com  
28 KATHRYN HOLBERT, ESQ.  
Nevada Bar No. 10084

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Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC.  
EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCF 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, LVDF’S, RESPONSES  
TO PLAINTIFF’S FIRST SET OF INTERROGATORIES**

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff  
Catherine Hernandez, Esq.  
ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146**

**Attorneys for  
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

FARMER, CASE & FEDOR

/s/ Kathryn Holbert  
Kathryn Holbert  
An Employee

**EXHIBIT S**

**EXHIBIT S**

1 **RRFP**

2 ANTHONY T. CASE, ESQ.

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18 San Diego, CA 92127

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21 Attorneys for Defendants

22 LAS VEGAS DEVELOPMENT FUND LLC, EB5

23 IMPACT CAPITAL REGIONAL CENTER LLC,

24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a Nevada ) CASE NO.: A-18-781084-B

29 Limited Liability Company, ) DEPT NO.: 16

30 Plaintiff, )

31 vs. )

32 LAS VEGAS DEVELOPMENT FUND LLC, a )

33 Nevada Limited Liability Company, et al. )

34 Defendants. )

35 AND ALL RELATED COUNTERCLAIMS. )

36 ///

37 ///

38 ///



1 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

2 **RESPONDING PARTY: Defendant, ROBERT W. DZUIBLA**

3 **SET NO: ONE**

4 **GENERAL OBJECTIONS**

5 Defendant, ROBERT W. DZUIBLA, ("Responding Party" or "Defendant"), makes the  
6 following general objections, whether or not separately set forth in response to each document  
7 demand, to each and every definition and document demand in the Interrogatories (Set No. 1 of  
8 Plaintiff ("Propounding party")):

9 1. Responding party objects to the requests generally, and to each and every individual  
10 request specifically, to the extent that the requests seek documents not currently in responding party's  
11 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
12 grounds that such requests seek to require more of this defendant than any obligation imposed by law,  
13 would subject responding party to unreasonable and undue annoyance, oppression, burden and  
14 expense, and would seek to impose upon responding party an obligation to investigate information or  
15 materials from third parties or persons which are equally accessible to propounding party.

16 2. Responding party objects to the requests on the ground that they have not completed  
17 investigation of the facts related to this matter, have not completed discovery in this action and have  
18 not completed preparation for any trial that may be held in this action. Any responses to the following  
19 document demands are based on documents currently known to responding party and are given  
20 without prejudice to responding party right to produce evidence of any subsequently discovered  
21 documents.

22 3. Responding party objects to the requests generally, and to each and every individual  
23 request specifically, to the extent that the requests seek documents or information which would invade  
24 the protections afforded Responding party under the attorney client privilege and/or work product  
25 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client  
26 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected  
27 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any  
28

1 information withheld on the basis of such privilege will be identified on a privilege log.

2 4. Unless otherwise indicated, Responding Party will produce information regarding the  
3 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary Injunction  
4 Petition. (hereafter "Injunction Issues").

5 5. Responding Party reserves the right to condition the production of documents  
6 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
7 confidentiality or protective order governing the disclosure of any such information.

8 6. The production of any documents or information by Responding Party is made without  
9 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents  
10 containing confidential or proprietary information or trade secrets.

11 7. Responding Party objects to the requests to the extent that they would require  
12 Responding Party to produce documents or information covered by confidentiality agreements with  
13 others, or that would require Responding Party to violate the privacy interests of others.

14  
15 **RESPONSES TO INTERROGATORIES**

16 **INTERROGATORY NO. 1:**

17 Please identify each and every document utilized, relied upon, or referred to in formulating the  
18 answers to these Interrogatories. If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 1:**

20 Responding party objects to this Special Interrogatory because; individually, and in  
21 aggregate with the other requests made herein and previously propounded, including elicited oral  
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
25 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
26 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
27 purports to require responding party to disclose information that is a trade secret, confidential,  
28

1 **INTERROGATORY NO. 13:**

2 Please state with particularity all facts and identify all documents which demonstrate or relate  
3 to each and every payment, financial transaction, and/or transfer of money or property made by you  
4 to any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from  
5 2012 to the present. This includes, but is not limited to, facts and documentation related to any  
6 reimbursement, salary, or equity distribution from you to any other Defendant in this matter, or entity  
7 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a  
8 privilege log.  
9

10 **RESPONSE TO INTERROGATORY NO. 13:**

11 Responding party objects to this Special Interrogatory because; individually, and in  
12 aggregate with the other requests made herein and previously propounded, including elicited oral  
13 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
14 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
15 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
16 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
17 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
18 purports to require responding party to disclose information that is a trade secret, confidential,  
19 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
20 privacy regarding financial information and tax records of responding party and/or third parties.  
21

22 **INTERROGATORY NO. 14:**

23 Please state with particularity all facts and identify all documents which demonstrate or relate  
24 to each and every payment, financial transaction, and/or transfer of money or property made to you  
25 by any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from  
26 2012 to the present. This includes, but is not limited to, facts and documentation related to any  
27 reimbursement, salary, or equity distribution to you from any other Defendant in this matter, or entity  
28 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a  
privilege log.

1 **RESPONSE TO INTERROGATORY NO. 14:**

2 Responding party objects to this Special Interrogatory because; individually, and in  
3 aggregate with the other requests made herein and previously propounded, including elicited oral  
4 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
5 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
6 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
7 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
8 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
9 purports to require responding party to disclose information that is a trade secret, confidential,  
10 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
11 privacy regarding financial information and tax records of responding party and/or third parties.  
12

13 **INTERROGATORY NO. 15:**

14 Please state with particularity all facts and identify all documents which relate to  
15 communications between you and Kathryn Holbert, Esq., in her capacity as prospective and/or actual  
16 substitute trustee under the Construction Deed of Trust, Security Agreement, Assignment of Leases  
17 and Rents and Fixture Filing (recorded on Oct. 13, 2016, as Document #860867 in the Nye County  
18 Official Records). If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 15:**

20 Responding party objects to this Special Interrogatory because; individually, and in  
21 aggregate with the other requests made herein and previously propounded, including elicited oral  
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
25 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
26 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
27 purports to require responding party to disclose information that is a trade secret, confidential,  
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1 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
2 privacy regarding financial information and tax records of responding party and/or third parties.

3 **INTERROGATORY NO. 16:**

4 Please state with particularity all facts which relate to and/or account for any and all funds you  
5 (or any entity you control) have received from Front Sight directly, and/or that you know originated  
6 from Front Sight, including all money received by you from Plaintiff, how said funds were spent,  
7 identification of who received any portion of the funds, and identify all documents to support or justify  
8 payments made or funds spent. If you assert a privilege, please provide a privilege log.

9 **RESPONSE TO INTERROGATORY NO. 16:**

10 Responding party objects to this Special Interrogatory because; individually, and in  
11 aggregate with the other requests made herein and previously propounded, including elicited oral  
12 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
13 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
14 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
15 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
16 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
17 purports to require responding party to disclose information that is a trade secret, confidential,  
18 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
19 privacy regarding financial information and tax records of responding party and/or third parties.

20 **INTERROGATORY NO. 17:**

21 Please state with particularity all facts and identify all documents which relate to your  
22 communications with Professor Sean Flynn related to any economic study he has prepared related to  
23 the Front Sight Project or the San Diego Hyatt project, including any and all documents provided by  
24 you to Professor Flynn for either study. If you assert a privilege, please provide a privilege log.

25 **RESPONSE TO INTERROGATORY NO. 17:**

26 Responding party objects to this Special Interrogatory because; individually, and in  
27 aggregate with the other requests made herein and previously propounded, including elicited oral  
28

1 representations prior to investment and updates since investment. If you assert a privilege, please  
2 provide a privilege log

3 **RESPONSE TO INTERROGATORY NO. 19:**

4 Responding party objects to this Special Interrogatory because; individually, and in  
5 aggregate with the other requests made herein and previously propounded, including elicited oral  
6 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
7 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
8 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
9 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
10 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
11 purports to require responding party to disclose information that is a trade secret, confidential,  
12 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
13 privacy regarding financial information and tax records of responding party and/or third parties.  
14

15 **INTERROGATORY NO. 20:**

16 Please identify any and all financial accounts at Bank of Hope, Signature Bank, Wells Fargo  
17 Bank, or Open Bank pertaining to you and/or for which you are the beneficiary, signatory, and/or  
18 account holder, for the time period beginning March 2012 to the present date, and identify all  
19 documents which relate to said accounts. If you assert a privilege, please provide a privilege log.

20 **RESPONSE TO INTERROGATORY NO. 20:**

21 Responding party objects to this Special Interrogatory because; individually, and in  
22 aggregate with the other requests made herein and previously propounded, including elicited oral  
23 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
24 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
25 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
26 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
27 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
28 purports to require responding party to disclose information that is a trade secret, confidential,

1 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
2 privacy regarding financial information and tax records of responding party and/or third parties.

3 **INTERROGATORY NO. 21:**

4 Please state with particularity all facts and identify all documents which relate to or support  
5 the representation made by you during the evidentiary hearing on June 3, 2019 and LVDF's counsel,  
6 Keith Greer, Esq., at the hearing on October 23, 2019 that LVDF has approximately \$1.5 million ready  
7 to be disbursed to Front Sight. (See Evid. Hrg. Tr. p. 156, l. 2 – p. 157, l. 25.) If you assert a privilege,  
8 please provide a privilege log

9 **RESPONSE TO INTERROGATORY NO. 21:**

10 Responding party objects to this Special Interrogatory because; individually, and in  
11 aggregate with the other requests made herein and previously propounded, including elicited oral  
12 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
13 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
14 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
15 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
16 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
17 purports to require responding party to disclose information that is a trade secret, confidential,  
18 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
19 privacy regarding financial information and tax records of responding party and/or third parties.

20 **INTERROGATORY NO. 22:**

21 Please state with particularity all facts and identify all documents which relate to or support  
22 the representation made by you during the evidentiary hearing on June 3, 2019 that LVDF has  
23 approximately \$2 million held in escrow for the Front Sight Project. (See Evid. Hrg. Tr. p. 154, ls. 7-  
24 9.) If you assert a privilege, please provide a privilege log.

25 **RESPONSE TO INTERROGATORY NO. 22:**

26 Responding party objects to this Special Interrogatory because; individually, and in  
27 aggregate with the other requests made herein and previously propounded, including elicited oral  
28

1 Dated: March 5, 2020

FARMER CASE & FEDOR

2  
3 /s/ Kathryn Holbert

4 ANTHONY T. CASE, ESQ.

5 Nevada Bar No. 6589

6 [tcase@farmercase.com](mailto:tcase@farmercase.com)

KATHRYN HOLBERT, ESQ.

7 Nevada Bar No. 10084

8 [kholbert@farmercase.com](mailto:kholbert@farmercase.com)

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11 Telephone: (702) 579-3900

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13 C. KEITH GREER, ESQ.

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17 16855 West Bernardo Dr., STE 255

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21 Attorneys for Defendants

22 LAS VEGAS DEVELOPMENT FUND LLC.

23 EB5 IMPACT CAPITAL REGIONAL CENTER,  
24 LLC, EB6 IMPACT ADVISORS, LLC, ROBERT

25 W. DZIUBLA, JON FLEMING and LINDA

26 STANWOOD  
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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCF 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, ROBERT W. DZUIBLA’S RESPONSES TO PLAINTIFF’S FIRST SET OF INTERROGATORIES**

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff  
Catherine Hernandez, Esq.  
ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146**

**Attorneys for  
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

FARMER, CASE & FEDOR

/s/ Kathryn Holbert  
Kathryn Holbert

# EXHIBIT T

# EXHIBIT T

1 **RRFP**

2 ANTHONY T. CASE, ESQ.

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15 [keith.greer@greerlaw.biz](mailto:keith.greer@greerlaw.biz)

16 **GREER AND ASSOCIATES, A PC**

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19 Telephone: (858) 613-6677

20 Facsimile: (858) 613-6680

21 Attorneys for Defendants

22 LAS VEGAS DEVELOPMENT FUND LLC, EB5

23 IMPACT CAPITAL REGIONAL CENTER LLC,

24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a Nevada ) CASE NO.: A-18-781084-B

Limited Liability Company, ) DEPT NO.: 16

Plaintiff, )

) **DEFENDANT, JON FLEMING'S**

) **RESPONSES TO PLAINTIFF'S FIRST**

vs. )

) **SET OF INTERROGATORIES**

LAS VEGAS DEVELOPMENT FUND LLC, a )

Nevada Limited Liability Company, et al. )

Defendants. )

AND ALL RELATED COUNTERCLAIMS. )

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1 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

2 **RESPONDING PARTY: Defendant, JON FLEMING**

3 **SET NO: ONE**

4 **GENERAL OBJECTIONS**

5 Defendant, JON FLEMING, ("Responding Party" or "Defendant"), makes the following  
6 general objections, whether or not separately set forth in response to each document demand, to each  
7 and every definition and document demand in the Interrogatories (Set No. 1 of Plaintiff ("Propounding  
8 party")):

9 1. Responding party objects to the requests generally, and to each and every individual  
10 request specifically, to the extent that the requests seek documents not currently in responding party's  
11 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
12 grounds that such requests seek to require more of this defendant than any obligation imposed by law,  
13 would subject responding party to unreasonable and undue annoyance, oppression, burden and  
14 expense, and would seek to impose upon responding party an obligation to investigate information or  
15 materials from third parties or persons which are equally accessible to propounding party.

16 2. Responding party objects to the requests on the ground that they have not completed  
17 investigation of the facts related to this matter, have not completed discovery in this action and have  
18 not completed preparation for any trial that may be held in this action. Any responses to the following  
19 document demands are based on documents currently known to responding party and are given  
20 without prejudice to responding party right to produce evidence of any subsequently discovered  
21 documents.

22 3. Responding party objects to the requests generally, and to each and every individual  
23 request specifically, to the extent that the requests seek documents or information which would invade  
24 the protections afforded Responding party under the attorney client privilege and/or work product  
25 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client  
26 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected  
27 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any  
28

1 information withheld on the basis of such privilege will be identified on a privilege log.

2 4. Unless otherwise indicated, Responding Party will produce information regarding the  
3 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary Injunction  
4 Petition. (hereafter "Injunction Issues").

5 5. Responding Party reserves the right to condition the production of documents  
6 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
7 confidentiality or protective order governing the disclosure of any such information.

8 6. The production of any documents or information by Responding Party is made without  
9 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents  
10 containing confidential or proprietary information or trade secrets.

11 7. Responding Party objects to the requests to the extent that they would require  
12 Responding Party to produce documents or information covered by confidentiality agreements with  
13 others, or that would require Responding Party to violate the privacy interests of others.

14  
15 **RESPONSES TO INTERROGATORIES**

16 **INTERROGATORY NO. 1:**

17 Please identify each and every document utilized, relied upon, or referred to in formulating the  
18 answers to these Interrogatories. If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 1:**

20 Responding party objects to this Special Interrogatory because; individually, and in  
21 aggregate with the other requests made herein and previously propounded, including elicited oral  
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
25 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
26 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
27 purports to require responding party to disclose information that is a trade secret, confidential,  
28

1 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
2 privacy regarding financial information and tax records of responding party and/or third parties.

3 **INTERROGATORY NO. 19:**

4 Please state with particularity all facts and identify all documents which support the  
5 representations made to Front Sight that “we are legally and ethically bound by confidentiality  
6 restrictions in all of our contracts with our Chinese agents (and all others) not to disclose the terms  
7 thereof. The EB-5 business is highly and increasingly competitive, and the agents absolutely will not  
8 tolerate the disclosure of the terms of their compensation,” as set forth in Evidentiary Hearing Exhibit  
9 16, p. 0065. If you assert a privilege, please provide a privilege log.

10 **RESPONSE TO INTERROGATORY NO. 19:**

11 Responding party objects to this Special Interrogatory because; individually, and in  
12 aggregate with the other requests made herein and previously propounded, including elicited oral  
13 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
14 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
15 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
16 are already in requesting party’s possession or equally accessible to the requesting party; it seeks  
17 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
18 purports to require responding party to disclose information that is a trade secret, confidential,  
19 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
20 privacy regarding financial information and tax records of responding party and/or third parties.

21 **INTERROGATORY NO. 20:**

22 Please state with particularity all facts and identify all documents which demonstrate or relate  
23 to each and every payment, financial transaction, and/or transfer of money or property made by you  
24 to any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from  
25 2012 to the present. This includes, but is not limited to, facts and documentation related to any  
26 reimbursement, salary, or equity distribution from you to any other Defendant in this matter, or entity  
27 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a  
28

1 privilege log.

2 **RESPONSE TO INTERROGATORY NO. 20:**

3 Responding party objects to this Special Interrogatory because; individually, and in  
4 aggregate with the other requests made herein and previously propounded, including elicited oral  
5 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
6 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
7 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
8 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
9 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
10 purports to require responding party to disclose information that is a trade secret, confidential,  
11 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
12 privacy regarding financial information and tax records of responding party and/or third parties.  
13

14 **INTERROGATORY NO. 21:**

15 Please state with particularity all facts and identify all documents which demonstrate or relate  
16 to each and every payment, financial transaction, and/or transfer of money or property made to you  
17 by any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from  
18 2012 to the present. This includes, but is not limited to, facts and documentation related to any  
19 reimbursement, salary, or equity distribution to you from any other Defendant in this matter, or entity  
20 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a  
21 privilege log.

22 **RESPONSE TO INTERROGATORY NO. 21:**

23 Responding party objects to this Special Interrogatory because; individually, and in  
24 aggregate with the other requests made herein and previously propounded, including elicited oral  
25 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
26 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
27 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
28 are already in requesting party's possession or equally accessible to the requesting party; it seeks

1 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
2 purports to require responding party to disclose information that is a trade secret, confidential,  
3 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
4 privacy regarding financial information and tax records of responding party and/or third parties.  
5

6 **INTERROGATORY NO. 22:**

7 Please state with particularity all facts which relate to and/or account for any and all funds you  
8 (or any entity controlled by you) have received from Front Sight directly, and/or that you know  
9 originated from Front Sight, including all money received by you from Plaintiff, how said funds were  
10 spent, identification of who received any portion of the funds, and identify all documents to support  
11 or justify payments made or funds spent. If you assert a privilege, please provide a privilege log.

12 **RESPONSE TO INTERROGATORY NO. 22:**

13 Responding party objects to this Special Interrogatory because; individually, and in  
14 aggregate with the other requests made herein and previously propounded, including elicited oral  
15 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
16 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
17 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
18 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
19 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
20 purports to require responding party to disclose information that is a trade secret, confidential,  
21 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
22 privacy regarding financial information and tax records of responding party and/or third parties.

23 **INTERROGATORY NO. 23:**

24 Please state with particularity all facts and identify all documents which relate to your  
25 communications with Professor Sean Flynn related to any economic study he has prepared related to  
26 the Front Sight Project, including any and all documents provided by you to Professor Flynn for said  
27 study. If you assert a privilege, please provide a privilege log.  
28



1 **INTERROGATORY NO. 25:**

2 Please state with particularity all facts and identify all documents which relate to each and  
3 every representation and/or communication you have made to any potential or eventual EB-5 investor  
4 of the Front Sight Project, or agent of any potential EB-5 investor from 2013-2019, including  
5 representations prior to investment and updates since investment. If you assert a privilege, please  
6 provide a privilege log.  
7

8 **RESPONSE TO INTERROGATORY NO. 25:**

9 Responding party objects to this Special Interrogatory because; individually, and in  
10 aggregate with the other requests made herein and previously propounded, including elicited oral  
11 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
12 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
13 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
14 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
15 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
16 purports to require responding party to disclose information that is a trade secret, confidential,  
17 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
18 privacy regarding financial information and tax records of responding party and/or third parties.  
19

20 **INTERROGATORY NO. 26:**

21 Please identify any and all financial accounts at Bank of Hope, Signature Bank, Wells Fargo  
22 Bank, or Open Bank pertaining to you and/or for which you are the beneficiary, signatory, and/or  
23 account holder, for the time period beginning March 2012 to the present date, and identify all  
24 documents which relate to said accounts. If you assert a privilege, please provide a privilege log.

25 **RESPONSE TO INTERROGATORY NO. 26:**

26 Responding party objects to this Special Interrogatory because; individually, and in  
27 aggregate with the other requests made herein and previously propounded, including elicited oral  
28 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it

1 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
2 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
3 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
4 purports to require responding party to disclose information that is a trade secret, confidential,  
5 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
6 privacy regarding financial information and tax records of responding party and/or third parties.  
7

8 **INTERROGATORY NO. 27:**

9 Please specifically describe your involvement, if any, with the San Diego Hyatt EB-5  
10 project/funding deal (hereinafter "San Diego Project") that was discussed and referenced in  
11 Evidentiary Hearing Exhibit 9, and identify and describe the contents of any and all documents  
12 regarding the San Diego Project. If you assert a privilege, please provide a privilege log.

13 **RESPONSE TO INTERROGATORY NO. 27:**

14 Responding party objects to this Special Interrogatory because; individually, and in  
15 aggregate with the other requests made herein and previously propounded, including elicited oral  
16 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
17 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
18 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
19 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
20 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
21 purports to require responding party to disclose information that is a trade secret, confidential,  
22 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
23 privacy regarding financial information and tax records of responding party and/or third parties.

24 **INTERROGATORY NO. 28:**

25 Please state with particularity all facts and identify all documents which demonstrate that you  
26 advised Front Sight, before entering into the engagement letter dated February 14, 2013, that Front  
27 Sight would have to use its own funds/profits to finish the Project. If you assert a privilege, please  
28 provide a privilege log.

1 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
2 privacy regarding financial information and tax records of responding party and/or third parties.

3 **INTERROGATORY NO. 39:**

4 Please state with particularity all facts and identify all documents which demonstrate how  
5 Professor Sean Flynn was compensated for the creation of the business plan referenced in the February  
6 14, 2013 engagement letter, including all communications between any party to this litigation and  
7 Professor Flynn related to how and when the terms of that compensation were agreed upon. If you  
8 assert a privilege, please provide a privilege log. If you assert a privilege, please provide a privilege  
9 log.  
10

11 **RESPONSE TO INTERROGATORY NO 39:**

12 Responding party objects to this Special Interrogatory because; individually, and in  
13 aggregate with the other requests made herein and previously propounded, including elicited oral  
14 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
15 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
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20 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
21 privacy regarding financial information and tax records of responding party and/or third parties.  
22

23 Dated: March 5, 2020

FARMER CASE & FEDOR

24  
25 /s/ Kathryn Holbert

26 ANTHONY T. CASE, ESQ.  
27 Nevada Bar No. 6589  
28 tcase@farmercase.com  
KATHRYN HOLBERT, ESQ.

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Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC.  
EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, JON FLEMING’S RESPONSES TO PLAINTIFF’S FIRST SET OF INTERROGATORIES**

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff  
Catherine Hernandez, Esq.  
ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146**

**Attorneys for  
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

FARMER, CASE & FEDOR

/s/ Kathryn Holbert  
Kathryn Holbert

# EXHIBIT U

# EXHIBIT U

1 **RRFP**

2 ANTHONY T. CASE, ESQ.

3 Nevada Bar No. 6589

4 [tcase@farmercase.com](mailto:tcase@farmercase.com)

5 KATHRYN HOLBERT, ESQ.

6 Nevada Bar No. 10084

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16 **GREER AND ASSOCIATES, A PC**

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18 San Diego, CA 92127

19 Telephone: (858) 613-6677

20 Facsimile: (858) 613-6680

21 Attorneys for Defendants

22 LAS VEGAS DEVELOPMENT FUND LLC, EB5

23 IMPACT CAPITAL REGIONAL CENTER LLC,

24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a Nevada ) CASE NO.: A-18-781084-B

Limited Liability Company, ) DEPT NO.: 16

Plaintiff, )

vs. )

LAS VEGAS DEVELOPMENT FUND LLC, a )

Nevada Limited Liability Company, et al. )

Defendants. )

AND ALL RELATED COUNTERCLAIMS. )

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1 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

2 **RESPONDING PARTY: Defendant, LINDA STANWOOD**

3 **SET NO: ONE**

4 **GENERAL OBJECTIONS**

5 Defendant, LINDA STANWOOD, ("Responding Party" or "Defendant"), makes the following  
6 general objections, whether or not separately set forth in response to each document demand, to each  
7 and every definition and document demand in the Interrogatories (Set No. 1 of Plaintiff ("Propounding  
8 party")):

9 1. Responding party objects to the requests generally, and to each and every individual  
10 request specifically, to the extent that the requests seek documents not currently in responding party's  
11 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
12 grounds that such requests seek to require more of this defendant than any obligation imposed by law,  
13 would subject responding party to unreasonable and undue annoyance, oppression, burden and  
14 expense, and would seek to impose upon responding party an obligation to investigate information or  
15 materials from third parties or persons which are equally accessible to propounding party.

16 2. Responding party objects to the requests on the ground that they have not completed  
17 investigation of the facts related to this matter, have not completed discovery in this action and have  
18 not completed preparation for any trial that may be held in this action. Any responses to the following  
19 document demands are based on documents currently known to responding party and are given  
20 without prejudice to responding party right to produce evidence of any subsequently discovered  
21 documents.

22 3. Responding party objects to the requests generally, and to each and every individual  
23 request specifically, to the extent that the requests seek documents or information which would invade  
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26 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected  
27 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any  
28



1 information withheld on the basis of such privilege will be identified on a privilege log.

2 4. Unless otherwise indicated, Responding Party will produce information regarding the  
3 issues of Plaintiff/Counter Defendant Front Sight Management, LLC's pending Preliminary Injunction  
4 Petition. (hereafter "Injunction Issues").

5 5. Responding Party reserves the right to condition the production of documents  
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7 confidentiality or protective order governing the disclosure of any such information.

8 6. The production of any documents or information by Responding Party is made without  
9 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents  
10 containing confidential or proprietary information or trade secrets.

11 7. Responding Party objects to the requests to the extent that they would require  
12 Responding Party to produce documents or information covered by confidentiality agreements with  
13 others, or that would require Responding Party to violate the privacy interests of others.

14  
15 **RESPONSES TO INTERROGATORIES**

16 **INTERROGATORY NO. 1:**

17 Please identify each and every document utilized, relied upon, or referred to in formulating the  
18 answers to these Interrogatories. If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 1:**

20 Responding party objects to this Special Interrogatory because; individually, and in  
21 aggregate with the other requests made herein and previously propounded, including elicited oral  
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
25 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
26 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
27 purports to require responding party to disclose information that is a trade secret, confidential,  
28

1 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
2 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
3 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
4 purports to require responding party to disclose information that is a trade secret, confidential,  
5 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
6 privacy regarding financial information and tax records of responding party and/or third parties.  
7

8 **INTERROGATORY NO. 4:**

9 Please state with particularity all facts and identify all documents, emails, texts messages, or  
10 communication of any kind between you and any non-party to this litigation regarding the Front Sight  
11 Project referenced in the Second Amended Complaint. If you assert a privilege, please provide a  
12 privilege log.

13 **RESPONSE TO INTERROGATORY NO. 4:**

14 Responding party objects to this Special Interrogatory because; individually, and in  
15 aggregate with the other requests made herein and previously propounded, including elicited oral  
16 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
17 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
18 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
19 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
20 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
21 purports to require responding party to disclose information that is a trade secret, confidential,  
22 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
23 privacy regarding financial information and tax records of responding party and/or third parties.

24 **INTERROGATORY NO. 5:**

25 Please state with particularity all facts and identify all documents which demonstrate or relate to  
26 each and every payment, financial transaction, and/or transfer of money or property made by you to any  
27 other Defendant in this matter, or entity controlled by any other Defendant in this matter, from 2012 to  
28 the present. This includes, but is not limited to, facts and documentation related to any reimbursement,

1 salary, or equity distribution from you to any other Defendant in this matter, or entity controlled by any  
2 other Defendant or entity in this matter. If you assert a privilege, please provide a privilege log.

3 **RESPONSE TO INTERROGATORY NO. 5:**

4 Responding party objects to this Special Interrogatory because; individually, and in  
5 aggregate with the other requests made herein and previously propounded, including elicited oral  
6 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
7 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
8 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
9 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
10 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
11 purports to require responding party to disclose information that is a trade secret, confidential,  
12 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
13 privacy regarding financial information and tax records of responding party and/or third parties.  
14

15 **INTERROGATORY NO. 6:**

16 Please state with particularity all facts and identify all documents which demonstrate or relate  
17 to each and every payment, financial transaction, and/or transfer of money or property made to you  
18 by any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from  
19 2012 to the present. This includes, but is not limited to, facts and documentation related to any  
20 reimbursement, salary, or equity distribution to you from any other Defendant in this matter, or entity  
21 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a  
22 privilege log.

23 **RESPONSE TO INTERROGATORY NO. 6:**

24 Responding party objects to this Special Interrogatory because; individually, and in  
25 aggregate with the other requests made herein and previously propounded, including elicited oral  
26 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
27 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
28 is duplicative of other requests contained herein and previously propounded; it seeks documents that

1 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
2 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
3 purports to require responding party to disclose information that is a trade secret, confidential,  
4 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
5 privacy regarding financial information and tax records of responding party and/or third parties.  
6

7  
8 **INTERROGATORY NO. 7:**

9 Please state with particularity all facts and identify all documents relating to or demonstrating  
10 your involvement and/or professional history with any entity Defendant, specifically your history as  
11 a Senior Vice President and/or member and/or manager and/or employee of any entity Defendant,  
12 including, but not limited to, your start date(s) and participation in the management and operation of  
13 any entity Defendant and its affairs, and any payments made from any entity Defendant to you. If you  
14 assert a privilege, please provide a privilege log.

15 **RESPONSE TO INTERROGATORY NO. 7:**

16 Responding party objects to this Special Interrogatory because; individually, and in  
17 aggregate with the other requests made herein and previously propounded, including elicited oral  
18 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
19 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
20 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
21 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
22 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
23 purports to require responding party to disclose information that is a trade secret, confidential,  
24 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
25 privacy regarding financial information and tax records of responding party and/or third parties.  
26

27 **INTERROGATORY NO. 8:**

28 Please state with particularity all facts which relate to and/or account for any and all funds you  
(or any entity controlled by you) have received from Front Sight directly, and/or that you know

1 originated from Front Sight, including all money received by you from Plaintiff, how said funds were  
2 spent, identification of who received any portion of the funds, and identify all documents to support  
3 or justify payments made or funds spent. If you assert a privilege, please provide a privilege log.

4 **RESPONSE TO INTERROGATORY NO. 8:**

5 Responding party objects to this Special Interrogatory because; individually, and in  
6 aggregate with the other requests made herein and previously propounded, including elicited oral  
7 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
8 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
9 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
10 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
11 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
12 purports to require responding party to disclose information that is a trade secret, confidential,  
13 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
14 privacy regarding financial information and tax records of responding party and/or third parties.  
15

16  
17 **INTERROGATORY NO. 9:**

18 Please state with particularity all facts and identify all documents which relate to  
19 communications between you and Sean Flynn. If you assert a privilege, please provide a privilege log.

20 **RESPONSE TO INTERROGATORY NO. 9:**

21 Responding party objects to this Special Interrogatory because; individually, and in  
22 aggregate with the other requests made herein and previously propounded, including elicited oral  
23 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
24 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
25 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
26 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
27 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
28 purports to require responding party to disclose information that is a trade secret, confidential,

1 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
2 privacy regarding financial information and tax records of responding party and/or third parties.  
3

4 **INTERROGATORY NO. 10:**

5 Please state with particularity all facts and identify all documents which relate to each and  
6 every representation and/or communication you have made to any potential or eventual EB-5 investor  
7 of the Front Sight project, or agent of any potential EB-5 investor from 2013-2019, including  
8 representations prior to investment and updates since investment. If you assert a privilege, please  
9 provide a privilege log.  
10

11 **RESPONSE TO INTERROGATORY NO. 10:**

12 Responding party objects to this Special Interrogatory because; individually, and in  
13 aggregate with the other requests made herein and previously propounded, including elicited oral  
14 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
15 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
16 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
17 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
18 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
19 purports to require responding party to disclose information that is a trade secret, confidential,  
20 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
21 privacy regarding financial information and tax records of responding party and/or third parties.  
22

23 **INTERROGATORY NO. 11:**

24 Please identify any and all financial accounts at Bank of Hope, Signature Bank, Wells Fargo  
25 Bank, or Open Bank pertaining to you and/or for which you are the beneficiary, signatory, and/or  
26 account holder, for the time period beginning March 2012 to the present date, and identify all  
27 documents which relate to said accounts. If you assert a privilege, please provide a privilege log.  
28

**RESPONSE TO INTERROGATORY NO. 11:**

1 Responding party objects to this Special Interrogatory because; individually, and in  
2 aggregate with the other requests made herein and previously propounded, including elicited oral  
3 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
4 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
5 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
6 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
7 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
8 purports to require responding party to disclose information that is a trade secret, confidential,  
9 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
10 privacy regarding financial information and tax records of responding party and/or third parties.  
11

12 **INTERROGATORY NO. 12:**

13 Please state with particularity all facts and identify all documents which demonstrate that you  
14 advised Front Sight, before entering into the engagement letter dated February 14, 2013, that Front  
15 Sight would have to use its own funds/profits to finish the Project. If you assert a privilege, please  
16 provide a privilege log.

17 **RESPONSE TO INTERROGATORY NO. 12:**

18 Responding party objects to this Special Interrogatory because; individually, and in  
19 aggregate with the other requests made herein and previously propounded, including elicited oral  
20 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
21 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
22 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
23 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
24 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
25 purports to require responding party to disclose information that is a trade secret, confidential,  
26 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
27 privacy regarding financial information and tax records of responding party and/or third parties.  
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4 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
5 purports to require responding party to disclose information that is a trade secret, confidential,  
6 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
7 privacy regarding financial information and tax records of responding party and/or third parties.  
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13 Dated: March 5, 2020

FARMER CASE & FEDOR

14  
15 /s/ Kathryn Holbert

16 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

17 tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

18 Nevada Bar No. 10084

19 kholbert@farmercase.com

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26 San Diego, California 92127

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28 Facsimile: (858) 613-6680

Attorneys for Defendants



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LAS VEGAS DEVELOPMENT FUND LLC.  
EB5 IMPACT CAPITAL REGIONAL CENTER,  
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCF 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, LINDA STANWOOD’S RESPONSES TO PLAINTIFF’S FIRST SET OF INTERROGATORIES**

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff  
Catherine Hernandez, Esq.  
ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146**

**Attorneys for  
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

\_\_\_\_\_  
/s/ Kathryn Holbert  
An Employee

# EXHIBIT V

# EXHIBIT V

**RRFP**

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Admitted *pro hac vice*

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Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a Nevada )  
Limited Liability Company, )

Plaintiff, )

vs. )

LAS VEGAS DEVELOPMENT FUND LLC, a )  
Nevada Limited Liability Company, et al. )

Defendants. )

AND ALL RELATED COUNTERCLAIMS. )

CASE NO.: A-18-781084-B

) DEPT NO.: 16

) **DEFENDANT, EB5 IMPACT CAPITAL  
REGIONAL CENTER LLC'S RESPONSES  
TO PLAINTIFF'S FIRST SET OF  
INTERROGATORIES**

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1  
2 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

3 **RESPONDING PARTY: Defendant, EB5 IMPACT CAPITAL REGIONAL**  
4 **CENTER, LLC**

5 **SET NO: ONE**

6 **GENERAL OBJECTIONS**

7 Defendant, EB5 IMPACT CAPITAL REGIONAL CENTER, LLC, ("Responding Party" or  
8 "Defendant"), makes the following general objections, whether or not separately set forth in response  
9 to each interrogatory, to each and every definition and document demand in the Interrogatories (Set  
10 No. 1 of Plaintiff ("Propounding party")):

11 1. Responding party objects to the requests generally, and to each and every individual  
12 request specifically, to the extent that the requests seek information not currently in responding party's  
13 possession, custody or control, or refers to persons, entities, or events not known to them, on the  
14 grounds that such requests seek to require more of this defendant than any obligation imposed by law,  
15 would subject responding party to unreasonable and undue annoyance, oppression, burden and  
16 expense, and would seek to impose upon responding party an obligation to investigate information or  
17 materials from third parties or persons which are equally accessible to propounding party.

18 2. Responding party objects to the requests on the ground that they have not completed  
19 investigation of the facts related to this matter, have not completed discovery in this action and have  
20 not completed preparation for any trial that may be held in this action. Any responses to the following  
21 document demands are based on documents currently known to responding party and are given  
22 without prejudice to responding party right to produce evidence of any subsequently discovered  
23 documents.

24 3. Responding party objects to the requests generally, and to each and every individual  
25 request specifically, to the extent that the requests seek documents or information which would invade  
26 the protections afforded Responding party under the attorney client privilege and/or work product  
27 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client  
28 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected

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2 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any  
3 information withheld on the basis of such privilege will be identified on a privilege log.

4 4. Responding Party reserves the right to condition the production of documents  
5 containing confidential or proprietary information or trade secrets on the Court's issuance of a  
6 confidentiality or protective order governing the disclosure of any such information.

7 5. The production of any documents or information by Responding Party is made without  
8 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents  
9 containing confidential or proprietary information or trade secrets.

10 6. Responding Party objects to the requests to the extent that they would require  
11 Responding Party to produce documents or information covered by confidentiality agreements with  
12 others, or that would require Responding Party to violate the privacy interests of others.

13 **RESPONSES TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Please identify each and every document utilized, relied upon, or referred to in formulating the  
16 answers to these Interrogatories. If you assert a privilege, please provide a privilege log.

17 **RESPONSE TO INTERROGATORY NO. 1:**

18 Responding party objects to this Special Interrogatory because; individually, and in  
19 aggregate with the other requests made herein and previously propounded, including elicited oral  
20 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
21 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
22 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
23 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
24 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
25 purports to require responding party to disclose information that is a trade secret, confidential,  
26 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
27 privacy regarding financial information and tax records of responding party and/or third parties.  
28

1  
2 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
3 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
4 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
5 purports to require responding party to disclose information that is a trade secret, confidential,  
6 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
7 privacy regarding financial information and tax records of responding party and/or third parties.

8 **INTERROGATORY NO. 4:**

9 Please state with particularity all facts and identify all documents, emails, texts messages, or  
10 communication of any kind between you and any non-party to this litigation regarding the Front Sight  
11 Project referenced in the Second Amended Complaint. If you assert a privilege, please provide a  
12 privilege log.

13 **RESPONSE TO INTERROGATORY NO. 4:**

14 Responding party objects to this Special Interrogatory because; individually, and in  
15 aggregate with the other requests made herein and previously propounded, including elicited oral  
16 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
17 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
18 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
19 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
20 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
21 purports to require responding party to disclose information that is a trade secret, confidential,  
22 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
23 privacy regarding financial information and tax records of responding party and/or third parties.

24 **INTERROGATORY NO. 5:**

25 Please state with particularity all facts and identify all documents which demonstrate or relate  
26 to each and every payment, financial transaction, and/or transfer of money or property made by you  
27 to any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from  
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1  
2 2012 to the present. This includes, but is not limited to, facts and documentation related to any  
3 reimbursement, salary, or equity distribution from you to any other Defendant in this matter, or entity  
4 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a  
5 privilege log.

6 **RESPONSE TO INTERROGATORY NO. 5:**

7 Responding party objects to this Special Interrogatory because; individually, and in  
8 aggregate with the other requests made herein and previously propounded, including elicited oral  
9 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
10 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
11 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
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14 purports to require responding party to disclose information that is a trade secret, confidential,  
15 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
16 privacy regarding financial information and tax records of responding party and/or third parties.

17 **INTERROGATORY NO. 6:**

18 Please state with particularity all facts and identify all documents which demonstrate or relate  
19 to each and every payment, financial transaction, and/or transfer of money or property made to you  
20 by any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from  
21 2012 to the present. This includes, but is not limited to, facts and documentation related to any  
22 reimbursement, salary, or equity distribution to you from any other Defendant in this matter, or entity  
23 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a  
24 privilege log.

25 **RESPONSE TO INTERROGATORY NO. 6:**

26  
27 Responding party objects to this Special Interrogatory because; individually, and in  
28 aggregate with the other requests made herein and previously propounded, including elicited oral



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2 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
3 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
4 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
5 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
6 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
7 purports to require responding party to disclose information that is a trade secret, confidential,  
8 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
9 privacy regarding financial information and tax records of responding party and/or third parties.

10 **INTERROGATORY NO. 7:**

11 Please provide a list which identifies or contains the details of each and every EB-5 investor  
12 and/or investment transaction related to the Front Sight Project, including but not limited to the  
13 identity of the person or entity involved, the address of the person or entity investing, the country of  
14 origin of the person or entity investing, the contact information for the agent of the EB-5 investor, the  
15 date of the transaction or investment, the amount of the investment, the source of the funds for the  
16 investment, the current immigration status of the EB-5 investor (including the status of the I-526  
17 and/or I-829 petitions), and the current status of the investment, and identify all documents relating to  
18 any investment described in this Interrogatory. If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 7:**

20 Responding party objects to this Special Interrogatory because; individually, and in  
21 aggregate with the other requests made herein and previously propounded, including elicited oral  
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
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5 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
6 purports to require responding party to disclose information that is a trade secret, confidential,  
7 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
8 privacy regarding financial information and tax records of responding party and/or third parties.

9 **INTERROGATORY NO. 13:**

10 Please state with particularity all facts which relate to bank accounts, from each and every  
11 bank account's initial opening date to the present time, for all account(s) used to hold back the 25%  
12 of the actual, potential, or prospective EB-5 investors' and/or EB-5 visa applicants' investments that  
13 was earmarked for refunds in the event of a USCIS rejection of a particular investor's I-829 petition,  
14 and identify all documents related to the referenced bank accounts. If you assert a privilege, please  
15 provide a privilege log.

16 **RESPONSE TO INTERROGATORY NO. 13:**

17 Responding party objects to this Special Interrogatory because; individually, and in  
18 aggregate with the other requests made herein and previously propounded, including elicited oral  
19 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
20 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
21 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
22 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
23 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
24 purports to require responding party to disclose information that is a trade secret, confidential,  
25 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
26 privacy regarding financial information and tax records of responding party and/or third parties.  
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1  
2 **INTERROGATORY NO. 14:**

3 Please state with particularity all facts which relate to any bank accounts that any Defendant  
4 used as an escrow account to receive, house, and/or distribute the money from the actual, potential, or  
5 prospective EB-5 investors and/or EB-5 visa applicants, from each and every bank account's initial  
6 opening date to the present time, and identify all documents related to the referenced bank accounts.  
7 If you assert a privilege, please provide a privilege log.

8 **RESPONSE TO INTERROGATORY NO. 14:**

9 Responding party objects to this Special Interrogatory because; individually, and in  
10 aggregate with the other requests made herein and previously propounded, including elicited oral  
11 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
12 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
13 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
14 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
15 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
16 purports to require responding party to disclose information that is a trade secret, confidential,  
17 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
18 privacy regarding financial information and tax records of responding party and/or third parties.

19 **INTERROGATORY NO. 15:**

20 Please state with particularity all facts and identify all documents relating to all manuals,  
21 operating procedures, memoranda, circulars, announcements, emails, and/or other documents that  
22 establish, govern, amend, or otherwise control EB5IC's receipt, handling, control, utilization, and/or  
23 distribution of the money you received from the actual, potential, or prospective EB-5 investors and/or  
24 EB-5 visa applicants. If you assert a privilege, please provide a privilege log.

25 **RESPONSE TO INTERROGATORY NO. 15:**

26  
27 Responding party objects to this Special Interrogatory because; individually, and in  
28 aggregate with the other requests made herein and previously propounded, including elicited oral

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2 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
3 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
4 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
5 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
6 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
7 purports to require responding party to disclose information that is a trade secret, confidential,  
8 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
9 privacy regarding financial information and tax records of responding party and/or third parties.

10 **INTERROGATORY NO. 16:**

11 Please state with particularity all facts which relate to and/or account for any and all funds you  
12 have received from Front Sight directly, and/or that you know originated from Front Sight, including  
13 all money received by you from Plaintiff, how said funds were spent, identification of who received  
14 any portion of the funds, and identify all documents to support or justify payments made or funds  
15 spent. If you assert a privilege, please provide a privilege log.

16 **RESPONSE TO INTERROGATORY NO. 16:**

17 Responding party objects to this Special Interrogatory because; individually, and in  
18 aggregate with the other requests made herein and previously propounded, including elicited oral  
19 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
20 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
21 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
22 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
23 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
24 purports to require responding party to disclose information that is a trade secret, confidential,  
25 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
26 privacy regarding financial information and tax records of responding party and/or third parties.  
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2 **INTERROGATORY NO. 17:**

3 Please identify any and all financial accounts at Bank of Hope, Signature Bank, Wells Fargo  
4 Bank, or Open Bank pertaining to you and/or for which you are the beneficiary, signatory, and/or  
5 account holder, for the time period beginning March 2012 to the present date, and identify all  
6 documents which relate to said accounts. If you assert a privilege, please provide a privilege log.

7 **RESPONSE TO INTERROGATORY NO. 17:**

8 Responding party objects to this Special Interrogatory because; individually, and in  
9 aggregate with the other requests made herein and previously propounded, including elicited oral  
10 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
11 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
12 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
13 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
14 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
15 purports to require responding party to disclose information that is a trade secret, confidential,  
16 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
17 privacy regarding financial information and tax records of responding party and/or third parties.

18 **INTERROGATORY NO. 18:**

19 Please state with particularity all facts and identify all documents which relate to any trip you  
20 or any of your representatives took outside the United States related to raising funds for the Front  
21 Sight Project. This includes, but is not limited to, all communications, internal or external, related to  
22 the travel, itineraries, hotel receipts, meal receipts, plane ticket receipts, and so forth. If you assert a  
23 privilege, please provide a privilege log.

24 **RESPONSE TO INTERROGATORY NO. 18:**

25 Responding party objects to this Special Interrogatory because; individually, and in  
26 aggregate with the other requests made herein and previously propounded, including elicited oral  
27 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
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2 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is  
3 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it  
4 is duplicative of other requests contained herein and previously propounded; it seeks documents that  
5 are already in requesting party's possession or equally accessible to the requesting party; it seeks  
6 information protected by the attorney-client privilege and/or attorney work product doctrine; and it  
7 purports to require responding party to disclose information that is a trade secret, confidential,  
8 proprietary, commercially sensitive, or information that is privileged or protected by rights of  
9 privacy regarding financial information and tax records of responding party and/or third parties.

10  
11 Dated: March 5, 2020

FARMER CASE & FEDOR

12  
13 /s/ Kathryn Holbert

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Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC.  
EB5 IMPACT CAPITAL REGIONAL CENTER,

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LLC, EB6 IMPACT ADVISORS, LLC, ROBERT  
W. DZIUBLA, JON FLEMING and LINDA  
STANWOOD

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**CERTIFICATE OF SERVICE and/or MAILING**

Pursuant to NRCF 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, EB5 IMPACT CAPITAL REGIONAL CENTER LLC'S  
RESPONSES TO PLAINTIFF'S  
FIRST SET OF INTERROGATORIES**

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff  
Catherine Hernandez, Esq.  
ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146**

**Attorneys for  
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

FARMER, CASE & FEDOR

/s/ Kathryn Holbert  
Kathryn Holbert



**EXHIBIT W**

**EXHIBIT W**



Confidential Member Only Emergency Action Alert...

CONTACT US

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## ***Extremely Confidential*** **FRONT SIGHT MEMBERS ONLY** ***Emergency Action Alert***

**Lying, Two-Faced, Gun-Grabbing Hillary Clinton Supporting, Con Man Attempting to STEAL Front Sight from YOU for His Own Greed!**

**NOW is the Time to Expose Him. NOW is the Time to Defeat Him!**

**NOW is the Time to Demonstrate the Strength of Front Sight's 200,000 Members by Giving this Traitor What He Truly Deserves While We Join Together to Complete the Resort in RECORD TIME!**

Dear Loyal and Supportive Front Sight Member,

You have seen the [construction progress videos](#) I have e-mailed to you and you know Front Sight has made steady and consistent progress toward the completion of the resort. You know all 50 ranges are completed and operational and you know we are almost done with all the grading of the entire resort, with infrastructure (water, power, sewer) going in next and then vertical construction to follow.

You also know, as I have written several times in my e-mail correspondence with you, that once the resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine you are accustomed to experiencing whenever you attend a course at Front Sight, I will gently and generously turn Front Sight Firearms Training Institute over to you, my loyal and supportive members, so you and your families can own and operate Front Sight for generations to come.

Well there is one, lying, two-faced, gun-grabbing Hillary Clinton supporting, con man who evidently has been sinisterly plotting for years to STEAL Front Sight away from you for his own calculated, conniving personal greed and I am going to need your help to not only stop him in his tracks, but also give him what he truly deserves for what he has done to us, while we come together as a group, 200,000 strong, to complete the resort in record time!

I am about to share all the sordid details of how Front Sight was conned out of more than \$500,000 over the last several years by a man who initially posed as a legitimate businessman in 2012, with experience in raising construction funds for established and rapidly growing projects in rural areas. He represented he was one of us, a pro-gun patriot who wanted to assist Front Sight in positively changing the image of gun ownership in our lifetimes by helping us complete the resort with low interest money he would source from his vast pool of overseas investors. He promised he would raise all the funds needed to complete the resort and do it quickly if we covered all the administrative costs and some initial marketing costs.

As I divulge the details of his identity, where he lives, what he does, and how he hoodwinked us into falling for his scam, I'm sure you will become as mad and disgusted in reading this, as I am as I write it, because it is not just the \$500,000 that he conned out of us that is his biggest atrocity.

It is not the fraudulent misrepresentation he made regarding his experience and network of investors. It is not his utter failure to deliver on his multiple promises of full funding for our project.

It is not the fact that he did not raise as promised \$150 million, or \$75 million, or \$50 million, or \$25 million or even \$10 million in funds toward the completion of the Front Sight Resort.

No, his biggest transgression against us and really his biggest sin against YOU is the fact that after we provided everything we agreed to provide and kept the resort project moving forward in spite of his

fraudulent misrepresentation and failures, **and having never failed to pay any of our financial obligations under his funding agreement**, he is now deceitfully attempting to STEAL Front Sight away from YOU by fraudulently and fictitiously claiming WE are in default of some weasel worded and highly questionable language in our agreements with him.

He is claiming he has the right to sell Front Sight's land and water rights, **EVEN THOUGH WE HAVE NEVER FAILED TO PAY ANY OF OUR FINANCIAL OBLIGATIONS UNDER HIS FUNDING AGREEMENT** and have moved the project toward completion, even though he failed to deliver his promised funding!

He is doing this as a smoke screen to hide behind his utter failure to deliver the full funding for our resort project that he promised multiple times. He is claiming WE are at fault in the lack of completion of the project, when he has provided less than 5% of what he originally promised he could fund, even after we have paid more than \$500,000 for all of the administrative and marketing fees associated with raising the funds he promised. The fact of the matter, as you have witnessed, is Front Sight has continued to build the project toward completion even though he has utterly failed multiple times in providing the promised full-funding for the Front Sight Resort Project.

But what makes me the most angry and what I am sure makes you furious as well is that he would sinisterly plot to steal Front Sight away from you and try to sell the land and water rights for his own personal greed by fraudulently and fictitiously claiming we are in default.

**I can assure you, and so can the three separate attorneys I hired to review, prepare and file our lawsuit against this crook, that FRONT SIGHT IS NOT IN DEFAULT. We have NEVER been in default.**

Quite the opposite. It is Front Sight who has performed and continuously advanced the project as you have personally witnessed.

On an interesting side note, in anticipation of having to file a lawsuit against this con man, we recently hired a private investigation firm to do a complete investigation of him. I will share the results of the investigation, including surveillance photos, his home address, his fictitious Nevada business addresses and more information later in this letter. Turns out he is not the pro-gun patriot he claimed he was. Surprise, surprise. He is a gun-grabbing Hillary Clinton financial supporter! I'll bet it makes your blood boil as much as mine to think this traitor used the money we paid him that was supposed to support the Front Sight project and instead used it to support the gun-grabbing schemes of Hillary Clinton. This turncoat needs to be punished, to the full extent the law will allow, for what he has done to us and what he has done to you.

**So WHY is this imposter claiming we are in default on some weasel-worded, highly questionable interpretation of his funding agreement?**

**WHY would he attempt to steal Front Sight from you by selling Front Sight's land and water rights?**

One word... **LEVERAGE.**

He is attempting to leverage us with his false claims that we are in default so we will not pursue our **LEGITIMATE** claims against him, representing tens of millions of dollars in actual damages, for fraudulently conning us out of more than \$500,000 dollars and delaying our project for years with false promises he could raise \$150 million in low interest construction funding for us.

When he couldn't deliver raising \$150 million, he promised \$75 million. Then when he failed to deliver on that promise, he said it would be \$50 million, then \$25 million and so on...

He would deliver an occasional, small amount of funds, with promises he had more "in the pipeline" but the promised "in the pipeline" full-funding never appeared. This is how he kept the long con in place. He kept taking our money, never providing the promised full-funding, all the while sinisterly plotting for the moment he could leverage us to negotiate his free and clear exit, after taking over \$500,000 from us.

He has manufactured a bogus claim that we are in default, made outrageous demands including charging default interest on the minimal funds he had previously delivered and threatened to foreclose on the project, and sell it, if we do not agree to his outrageous demands.

Of course he knows that with a default in place, even a fraudulent claim of default that he could never prove, it would still place a cloud on the project that would cause us to lose money and time in fighting the default, scare off contractors from working on the project, cause concern among potential students and members of Front Sight's viability, and delay the project completion for years.

He is banking on this threat of stealing Front Sight from you as leverage to negotiate a free and clear exit from his fraudulent misrepresentations and the tens of millions of dollars in the financial damages he has caused us with his lies and failure to deliver the full-funding he promised multiple times.

I know you are like me and believe that good, noble people like we are, must stand up against the corrupt and dishonorable of the world. That is why I know you are as mad as I am and I am sure you agree, we cannot let this lying, gun-grabbing Hillary Clinton supporting, con man get away with his malicious plan.

**HOW did this happen?** Quite frankly we got suckered by his fraudulent misrepresentations and the occasional funding he did deliver, and for a while, we believed the reasons he stated for the delays.

As we were building the project on our own, we needed less funding each year, so we were willing to give him more time to fulfill his promises of full funding.

Believe me, once we realized he was nothing but a lying, two-faced, double-dealing con-artist, and made his move to try to steal Front Sight from you, WE HAD NO CHOICE BUT TO IMMEDIATELY AND AGGRESSIVELY FILE A LAWSUIT AGAINST HIM.

As I am sure you agree 100%, we cannot stand by and allow anyone to steal Front Sight from you under some bogus claim of default in an attempt to secure the right to sell Front Sight. We also cannot allow him to leverage such a frivolous default claim into some kind of settlement that allows him to get away free and clear of any responsibility for his fraudulent misrepresentations, that cost us tens of millions of dollars in delays and damages. WE HAVE NO CHOICE, WE HAVE TO FIGHT. We have all worked too hard and too long to allow such a travesty to occur or let a con man try to harm you and Front Sight in any way.

### **So who is the man attempting to steal Front Sight from You?**

His name is Robert Dziubla.

Here are a few surveillance photos of him.



He lives at 1209 Sierra Linda Drive, Escondido, CA 92025.



He claims a Nevada business address in the high end enclave of Incline Village but it is nothing more than a postal drop and cannot even accept the Fed Ex Notice of our lawsuit. He claims to have a Regional Center in Nevada for raising foreign investment money but it is just on paper.



One of his excuses, after three years of failing to deliver on multiple promises of full funding, was that he had exhausted all of his money in pursuing the funding and was financially broke. With this lie, he conned us into giving him \$8,000 per month that he claimed he would use for marketing of the project to his network of foreign investors to secure the full funding he promised. As you can see from his million dollar home and the Lexus and brand new Mercedes Benz in his garage, he had not exhausted his finances and was not broke. The private investigation firm also discovered he holds significant financial assets. Robert Dziubla is a liar and a con man who was plotting to STEAL Front Sight from you all along.

We have filed our lawsuit to seek justice against Robert Dziubla's notorious claims of default and attempt to steal Front Sight from you. I have enclosed our [Lawsuit](#) and our [Motion for Receivership](#) asking the Court to appoint a Receiver to take over Dziubla's business so you can see all our legal claims against him.

### **There's no question that we will win our lawsuit against this swindler! Every attorney we've had review this case agrees we will win.**

However, the problem that we face is not in winning the lawsuit.

The problem is the negative aspects of litigation.

They are:

1. It costs money and time to fight. If we don't act immediately and aggressively, it could take three years or more and cost \$500,000 or more in legal fees to receive justice in this case.
2. If we don't act immediately and aggressively, contractors, even those we have been using and have paid like clockwork, will be reluctant to work on the project because it is clouded in litigation.
3. If we don't act immediately and aggressively, REAL lenders, even those we have established to work with us on the project, will be reluctant to continue because the project is clouded in litigation.
4. If we don't act immediately and aggressively, potential students and potential members, even though we have never canceled a class in our 23 year history, have demonstrated consistent and phenomenal growth, even through obstacles and challenges much greater than this, will have concerns about Front Sight's viability due to the cloud of litigation and may not purchase courses or memberships.
5. If we don't act immediately and aggressively, advertisers, even those we have used in the past with great success and paid without fail will be reluctant to accept our advertising for fear they may not get paid due to the litigation.

Yes, just when we are almost done with all the grading of the entire resort, with infrastructure (water, power, sewer) going in next and then vertical construction to follow, we have the potential of the project being delayed for years... unless we all act together immediately and aggressively to stand up to this lying thief!

### **So with all the potential negative aspects of litigation, why did we file our lawsuit?**

As I said before and as I am sure you agree. WE HAVE NO CHOICE. We cannot stand by and allow a thief to steal Front Sight from YOU under some bogus claim of default in an attempt to secure the right to sell Front Sight.

We also cannot allow him to leverage such a frivolous default claim into some kind of settlement that allows him to get away free and clear of any responsibility for his fraudulent misrepresentations of full funding, that cost us tens of millions of dollars in delays and damages.

REMEMBER, this lying, two-faced, gun-grabbing Hillary Clinton supporting, con man, Robert Dziubla, knows we could suffer the adverse effects of litigation and THAT is what his is counting on by attempting to steal Front Sight from you as LEVERAGE to force us into giving him a free and clear exit from all of his transgressions against us. I know you see what he is trying to get away with, and I know you are just like me in your mindset of what is right and wrong and know we must fight.

But don't worry. We can overcome the negative aspects of litigation and get the Front Sight Resort built on schedule or even faster by immediately and aggressively following these Secrets of the Ultra-Successful that I have learned and perfected over nearly 40 years of real world experience in business matters like these.

## Here's how we turn the tables on Dziubla and shove his dirty deeds against you right down his throat...

1. Now that we filed our lawsuit, we press our prosecution of the litigation like a blitzkrieg and we do not ease our blistering legal attack until we have decisively won, forcing Dziubla into debtor's court to expose his assets for our collection or forcing him into financial ruin in bankruptcy court.
2. Now that we have filed our lawsuit, we increase our marketing dramatically by paying advertisers in advance to fill our courses and attract tens of thousands or more students to experience Front Sight first hand, and like you, want to align with our purpose to positively change the image of gun ownership in our lifetimes by becoming a member and supporting our mission. You may have already noticed endorsed radio ads we have begun running on the Larry Elder Show, the Dennis Prager Show, the Leeann Tweeden Show, the Ben Shapiro Show, and World Net Daily that are driving hundreds of new students and members to us each day. We will be adding more radio personalities and other media to our marketing each month as we press our litigation.
3. Now that we have filed our lawsuit, we continue construction progress by paying contractors currently working on the project with advance deposits to keep them working on the project with confidence. We will offer contractors we need for infrastructure and vertical construction similar advance deposits and incentives to work on project while we prosecute our litigation.
4. Now that we have filed our lawsuit we need to increase cash reserves and profit so potential lenders that may be needed to complete project see that litigation has not adversely affected Front Sight's ability to profitably operate, grow, and accumulate cash reserves.
5. Now that we have filed our lawsuit we need to REWARD YOU, my loyal and supportive member with a special "Exchange in Abundance" for your good faith in Front Sight's purpose and your immediate financial support in overcoming the obstacles of litigation as we fight against the con man who is trying to steal Front Sight from you.

Yes, this litigation we must fight against an evil man plotting to steal Front Sight from you, means I am going to reward you like never before, for your faith in action by helping good overcome evil and your continued, immediate support of Front Sight's mission.

I have created a **geometric**, ascending scale of "Exchange in Abundance" so the more you support Front Sight the greater your benefits and they grow geometrically!

**As I have written several times in the my e-mail correspondence with you, that once the resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine you are accustomed to experiencing whenever you attend a course at Front Sight, I will gently and generously turn the operation of Front Sight over to you, my loyal and supportive members, so you and your families can own and operate Front Sight for generations to come.**

When it is time to turn over Front Sight Firearms Training Institute to you, I will allow you to trade in your surplus credits, memberships, and certificates for your percentage of ownership.

This means that the more credits, memberships and certificates YOU have to trade in, the greater percentage of ownership you will secure relative to the other members.

**For this reason, you should build up your account AS MUCH AS YOU CAN. In other words, you cannot have too many credits, memberships and certificates to trade in. Quite the opposite. The more credits, memberships and certificates YOU have, the more percentage of ownership you will be able to secure relative to the other members.**

**And to REWARD YOU**, my loyal and supportive member for your faith in Front Sight and your financial support in overcoming the obstacles of litigation as we fight against the con man who is trying to steal Front Sight from you, I have created the greatest **GEOMETRIC** "Exchange in Abundance" that rewards you in a geometric fashion for your support. Meaning the more you participate the greater your benefits are accumulated geometrically. Instead of 1:1 benefits, you will get 2:1, 4:1, 8:1, 16:1, 32:1, and so on...

**This is the greatest opportunity you will EVER have to GEOMETRICALLY grow the surplus memberships, credits, and certificates you have in your account.**

Then, when the resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine you are accustomed to experiencing whenever you attend a course at Front Sight, and I offer to gently and generously turn the operation of Front Sight over to my loyal and supportive members, you will have what you need to trade in to secure as much ownership percentage as possible relative to the other members, so you and your families can own Front Sight for generations to come.

What am I going to do with your participation in this GEOMETRIC Front Sight "Exchange in Abundance" Reward? Exactly what I outlined above...

1. Destroy Dziubla by rapidly and aggressively prosecuting our lawsuit against him to overwhelming victory!
2. Increase our marketing to spread Front Sight's message to all gun owners and grow Front Sight dramatically!
3. Grow our financial reserves, increase the pace of construction and complete the Front Sight Resort in record time!

**Participate to the highest levels you possibly can so we will win our lawsuit quickly, grow Front Sight dramatically, complete the resort in record time, and pay for it in full.**

See my greatest GEOMETRIC "Exchange in Abundance" Reward for your loyal support and participate to the highest levels you can today...

### **Greatest GEOMETRIC Front Sight "Exchange in Abundance" Reward**

First, even if you only participate at the \$10 Litigation War Chest Fund level, I am placing \$200 in Front Sight Credits into your account that you can use in our pro shop or for your criminal background checks and I'm giving you 2, Four Day Course Certificates and 2, Patriot Lifetime Memberships that you can sell or transfer to anyone you wish, simply to thank you for being a Front Sight Member because I know you believe in our purpose to positively change the image of gun ownership in our lifetimes and you continue to support our mission.

**Yes, it's true. Just check the \$10 Litigation War Chest Fund box and I will place \$200 in Front Sight credits, plus 2 Four Day Course Certificates and 2 Patriot Lifetime Memberships into your account.**

**PLUS**, I will place these assets in your account **BEFORE** the Doubling, Tripling, Quadrupling, 5X, 7X, 10X, 20X, 50X or 100X occurs in your account assets! So even if you are relatively new to Front Sight and do not have much in the way of account assets, by placing \$200 in credits and 2, Four Day Course Certificates and 2, Patriot Lifetime Memberships into your account **BEFORE** processing whatever higher levels you participate you select, **YOU** will have \$200 in Credits and 2 Memberships and 2 Certificates to geometrically grow to the highest levels you want and thus position yourself for even greater future benefits and ownership.

I told you this was my Greatest GEOMETRIC "Exchange in Abundance" Reward I have ever created!

### **And here is the smartest move...**

If you start by participating at the \$25 or \$50 or \$100 or \$500 or \$1,000 Litigation War Chest Fund level, I will place even more Credits, Certificates and Memberships into your account **BEFORE** you select the Geometric Multiplying Levels of my "Exchange in Abundance" Rewards. The more you start with in your account, the **GREATER** your assets will grow with the geometric multiplier you select. So select the highest level for the greatest geometric gain!

**Step 1 is to select the HIGHEST level you would like to participate in Front Sight's Litigation War Chest Fund.**

Remember, the more you participate at this level, the more Credits, Certificates and Memberships get placed into your account, and the greater **ALL** your Front Sight assets will grow when you select the highest Geometric Multiplying Level of my "Exchange in Abundance" Reward.

**Step 2, once you have selected the HIGHEST level you would like to participate in Front Sight's Litigation War Chest Fund, then select the HIGHEST level you can from my Geometric Multiplying "Exchange in Abundance" Reward to gain the MAXIMUM BENEFITS!**

### **Here is an example of how this works...**

**Let's say you select the \$500 Litigation War Chest Level and then select the \$5997 Geometric Reward Level for a total participation of \$6,497. First, I will add \$10,000 in Front Sight Credits, 100 Four Day Course Certificates and 100 Patriot Lifetime Memberships into your account.**

**THEN, those assets I added PLUS everything that is already in your account (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) will be INCREASED 20X! PLUS I give you a Piazza Pistol in 9mm or .40SW.**

The \$10,000 in Front Sight Credits, 100 Four Day Course Certificates and 100 Patriot Lifetime Memberships placed into your account from your Litigation War Chest participation immediately becomes **\$200,000 in Front Sight Credits, 2,000 Four Day Course Certificates and 2,000 Patriot Lifetime Membership PLUS I give you a Piazza Pistol, PLUS any other assets that were already in your account** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) **INCREASE BY 20X too!**

So select the **HIGHEST** level you can at **BOTH** the Litigation War Chest Level **AND** the Geometric "Exchange in Abundance" Reward Level for the **GREATEST BENEFIT POSSIBLE!**

Complete the Litigation War Chest and Geometric Front Sight "Exchange in Abundance" Enrollment Form TODAY because it is time to deliver some long overdue justice to that lying, two-faced, gun-grabbing Hillary Clinton supporting, con man, Robert Dziuabla and its time to dramatically grow Front Sight, and it is time to complete the Front Sight Resort ahead of schedule!

Here you go... Just check the box that is best for you in Step 1 and Step 2 below...

## **Secure, On-Line Rapid Enrollment Form Litigation War Chest Fund & Geometric "Exchange in Abundance" Reward With Special Gun Bonuses**

### **STEP 1:**

Yes, Dr. Piazza. I want you to destroy the lying, two-faced, gun-grabbing Hillary Clinton supporting, con man Robert Dziuabla by rapidly and aggressively prosecuting our lawsuit against him to overwhelming victory. I understand that by checking the appropriate Litigation War Chest box below, you will place the corresponding amount of Front Sight Credits, Certificates and Memberships into my Front Sight account BEFORE you apply the Geometric Multiplying "Exchange in Abundance" Reward to my account, making ALL of my Front Sight assets grow that much larger.

I understand I can use the Front Sight Credits for purchases in the pro shop, membership transfer fees, criminal background checks and special offers Front Sight provides in the future. I understand I can gift, sell or transfer the certificates and memberships to anyone I wish. I further understand that when Front Sight Resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine I am accustomed to experiencing whenever I attend a course at Front Sight, I will be allowed to trade my surplus Credits, Certificates and Memberships back into Front Sight for a percentage of ownership in Front Sight. I further understand that the more Credits, Memberships and Certificates I have to trade back in relative to the other members, the greater the percentage of ownership in Front Sight I will secure.

### **Front Sight Litigation War Chest Participation**

- \$10 for \$200 in Front Sight Credits**, 2 Four Day Course Certificates, 2 Patriot Lifetime Memberships
- \$25 for \$500 in Front Sight Credits**, 5 Four Day Course Certificates, 5 Patriot Lifetime Memberships
- \$50 for \$1,000 in Front Sight Credits**, 10 Four Day Course Certificates, 10 Patriot Lifetime Memberships
- \$100 for \$2,000 in Front Sight Credits**, 20 Four Day Course Certificates, 20 Patriot Lifetime Memberships
- \$500 for \$10,000 in Front Sight Credits**, 100 Four Day Course Certificates, 100 Patriot Lifetime Memberships
- \$1,000 for \$20,000 in Front Sight Credits**, 200 Four Day Course Certificates, 200 Patriot Lifetime Memberships

### **Step 2**

Yes Dr. Piazza I want you to geometrically increase my Front Sight Credits, Certificates, and Memberships AFTER you place the Front Sight Credits, Memberships and Certificates into my Front Sight account that I selected above with my Front Sight Litigation War Chest Participation, so my Front Sight assets have greater growth with the Geometric Multiplier I select below.



I understand I can use the Front Sight Credits for purchases in the pro shop, membership transfer fees, criminal background checks and special offers Front Sight provides in the future. I understand I can gift, sell or transfer the certificates and memberships to anyone I wish. I further understand that when Front Sight Resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine I am accustomed to experiencing whenever I attend a course at Front Sight, I will be allowed to trade my surplus Credits, Certificates and Memberships back into Front Sight for a percentage of ownership in Front Sight. I further understand that the more Credits, Memberships and Certificates I have to trade back in relative to the other members, the greater the percentage of ownership in Front Sight I will secure.

**NOTE:** You must select a level of Front Sight Litigation War Chest participation BEFORE selecting your highest level of Geometric "Exchange in Abundance" Reward.

### Front Sight Geometric "Exchange in Abundance" Reward

● **\$497 DOUBLES all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$997 TRIPLES all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$1497 QUADRUPLES all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$1997 5X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$2497 7X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$2997 10X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$5997 20X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) **PLUS I'll give you a Front Sight Piazza SP1 Pistol in 9mm or .40SW**

● **\$11,997 50X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) **PLUS I'll give you 2, Front Sight Piazza SP1 Pistols. One in 9mm and the other in .40SW**

● **\$23,997 100X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) **PLUS I'll give you 4, Front Sight Piazza SP1 Pistols. Two in 9mm and the other two in .40SW**



### STEP 3:

Fill our your membership details:

First Name:\*

Last Name:\*

Membership Type:\*(Current)

Select Membership: ▼

Membership Number:\*(Including words/letters)

Address:\*

Address 2:

City:\*

State:\*

▼

Zip Code:\*

Email Address:\*

Confirm Email Address:\*

Phone:

My Front Sight Username:(Optional)

**Payment Information:**



Name on Card:\*

Card Number:\*

Expiration Date (mm/yy):\*

Security Code: \* [What is this?](#)

[Click Here](#) if your Billing Address is Different Than Your Shipping Address.

If you would like to use multiple credit cards, call my Concierge Staff at (800) 987-7719 between the hours of 8:30am and 5:30pm PST and they will assist you in your purchase.

**Because we have filed our lawsuit and the case is in litigation, the Concierge Staff will only be able answer questions about participating in the Front Sight War Chest Fund and the Geometric "Exchange in Abundance" Reward.**

**If after reading all of the information I have shared with you, you still have questions that only I can answer, then please e-mail me directly at [DrPiazza@FrontSight.com](mailto:DrPiazza@FrontSight.com) and I will personally respond.**

**If after I have personally responded to your email, you still have questions that only I can answer, then feel free to call me on my cell phone at (707) 838-3450 and I will personally answer your questions over the phone.** This is a private e-mail and phone number so please keep it to yourself, but feel free to use them should you really have important questions preventing you from taking full advantage of my way of honoring you for your alignment with Front Sight's purpose and your participation in our phenomenal success.

**4. Confirm Your Order**

Select Your Level of Participation in Front Sight's Litigation War Chest and Geometric "Exchange in Abundance" Reward above.

I UNDERSTAND and agree that all Front Sight Products, Front Sight Certificates and Front Sight Memberships offered in the past, the present, and future, including "To Be Determined" memberships, as well as any special memberships not listed here, are NON REFUNDABLE, no exceptions. I further understand I may sell and transfer "To Be Determined" memberships, but I am not allowed to sell/transfer them to existing Front Sight members or advertise the sale of any memberships in any public media. I also acknowledge that Front Sight is not guaranteeing a specific date of resort completion or specific time when Dr. Piazza will gently and generously turn over the ownership of Front Sight Firearms Training Institute to his loyal and supportive members, although Front Sight is making every effort and working diligently to complete construction within the next 18 months.

Enter the information above and press the **Submit** button to process your order securely.

**\* Required**

Having Trouble? Click [here](#).

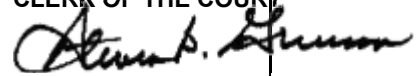
Thanks again for your participation in Front Sight's phenomenal success!



# EXHIBIT 12

Electronically Filed  
6/1/2020 8:12 PM

Steven D. Grierson  
CLERK OF THE COURT



**OPPM**

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*Attorneys for Plaintiff/Counterdefendants*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**OPPOSITION TO DEFENDANTS’  
MOTION FOR PROTECTIVE  
ORDER REGARDING  
DEFENDANTS’ PRIVATE  
FINANCIAL INFORMATION**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

Plaintiff FRONT SIGHT MANAGEMENT LLC (“Plaintiff”) by and through its attorneys, John P. Aldrich, Esq., Catherine Hernandez, Esq., and Jamie S. Hendrickson, Esq., of the Aldrich Law Firm, Ltd., hereby opposes to Defendants’ Motion for Protective Order Regarding Defendants’ Private Financial Information.

1 This Opposition is made and based on the attached memorandum of points and  
2 authorities and supporting documentation, the papers and pleadings on file in this action, and any  
3 oral argument this Court may allow.

4 DATED this 1<sup>st</sup> day of June, 2020.

5 **ALDRICH LAW FIRM, LTD.**

6 /s/ John P. Aldrich

7 John P. Aldrich, Esq.  
8 Nevada Bar No. 6877  
9 Catherine Hernandez, Esq.  
10 Nevada Bar No. 8410  
11 Jamie S. Hendrickson, Esq.  
12 Nevada Bar No. 12770  
13 7866 West Sahara Avenue  
14 Las Vegas, NV 89117  
15 Tel (702) 853-5490  
16 Fax (702) 226-1975  
17 *Attorneys for Plaintiff/Counterdefendant*

18 **MEMORANDUM OF POINTS AND AUTHORITIES**

19 **I.**

20 **INTRODUCTION**

21 Defendants bring the instant Motion for Protective Order seeking to protect all of their  
22 financial information, despite the fact that Front Sight has brought claims for Fraud, Conversion,  
23 Breach of Contract, and Civil Conspiracy, all of which implicate Defendants' finances. Next,  
24 Defendants accuse Front Sight of "weaponizing" the discovery process, for purposes of  
spreading Defendants' private financial information to its 200,000 plus members. This is a  
classic example of the proverbial pot calling the kettle black. Defendants have repeatedly spread  
Front Sight's (and Dr. Piazza's) private financial information to the public at large in their  
pleadings, but accuse Front Sight of seeking to do the same (Front Sight would not).

1 Front Sight will show that its discovery requests are seeking only targeted financial  
2 information pertaining to the use of marketing funds, the timing and amounts of investors' funds,  
3 Defendants' distributions from Entity Defendants to Mr. Dziubla, Mr. Fleming, and/or Ms.  
4 Stanwood, and the payments to Migration Consultants. Each of these classes of Defendants'  
5 financial information is both relevant to Front Sight's claims and proportional to the needs of the  
6 case. Finally, the current protective order in this matter is sufficient to protect Defendants'  
7 financial information, and even if the Court accepted Defendants' arguments, the attorneys' eyes  
8 only designation sufficient to keep the information from Front Sight personnel, much less Front  
9 Sight's members.

10 **II.**

11 **LEGAL ARGUMENT**

12 **A. RESPONSE TO CERTAIN INCORRECT STATEMENTS IN DEFENDANTS'**  
13 **MOTION FOR PROTECTIVE ORDER**

14 Plaintiff wishes to correct the record. Plaintiff respectfully submits that some of the  
15 Defendants' statements in the Motion are incorrect.

16 1. **Prior History Regarding Plaintiff's Attempts to Obtain Financial Information**

17 In Section IIB, Defendants claim that "[b]ecause Front Sight sought to discover private,  
18 financial information that was unrelated to this case . . . the EB5 Parties objected and refused to  
19 produce all of their confidential, private financial information in response." (Motion, p. 4, ls. 13-  
20 17.) Defendants then cited to their first set of responses to requests for production of documents  
21 from July 24, 2019 – which contained no real responses and only boilerplate objections.

22 Referring to the Motion to Quash regarding Plaintiff's subpoenas to various banks,  
23 Defendants implied that the Court precluded written discovery requesting financial information  
24 be produced, stating that "[n]otwithstanding the Court's orders on the Motions to Quash. . .Front

1 Sight served another round of Requests for Production of Documents,” with what Defendants  
2 called verbatim requests. (Motion, p. 6, ls. 6-11.) Defendants then accused Plaintiff of trying to  
3 “make an end-run on the Court’s prior order by demanding the EB5 Parties” produce financial  
4 information. (Motion, p. 6, ls. 19-25.) Defendants then cited to their third supplemental  
5 responses to requests for production of documents from April 13, 2020 – which again contained  
6 no real responses and only boilerplate objections – in direct violation of the Court’s March 25,  
7 2020 Order.

8 The March 25, 2020 Order provided as follows:

9 This matter having come before the Court, on March 6, 2020 at 9:30 a.m.  
10 on Plaintiff’s Motion to Compel, with John P. Aldrich, Esq. appearing on behalf  
11 of Plaintiff and Kathryn Holbert, Esq. and C. Keith Greer, Esq., appearing on  
12 behalf of Defendants, the Court having reviewed the pleadings on file herein,  
13 having heard oral argument by the parties, and for **good cause appearing**  
14 therefor,

15 **IT IS HEREBY ORDERED** that Plaintiff’s Motion to Compel is  
16 GRANTED in part as set forth herein.

17 **IT IS FURTHER ORDERED** that **Defendants EB5 Impact Advisors,**  
18 **LLC, EB5 Impact Capital Regional Center, LLC, Robert W. Dziubla, Jon**  
19 **Fleming, and Linda Stanwood shall provide supplemental responses**  
20 **to Plaintiff’s Requests for Production of Documents (served to Defendants on**  
21 **October 30, 2019), with particularity and without boilerplate objections, and**  
22 **addressing all of the requests, no later than March 30, 2020.**

23 **IT IS FURTHER ORDERED** that **Defendant Las Vegas**  
24 **Development Fund LLC shall provide additional supplemental responses**  
to Plaintiff’s Requests for Production of Documents (served to Defendants on  
October 30, 2019), **with particularity and without boilerplate objections, and**  
**addressing all of the requests, no later than March 30, 2020.**

**IT IS FURTHER ORDERED** that ***if Defendants fail to provide a***  
**response or documents by asserting any privilege(s), including regarding**  
**investor documents, attorney invoices and/or any Defendants’ financial**  
**information, including bank statements, Defendants shall identify all**  
**allegedly privileged documents in a privilege log that complies with Nevada**  
**law and shall file their Motion for Protective Order no later than March 30,**  
**2020, or otherwise the privilege(s) is waived.** Plaintiff’s Opposition brief to any  
Motion for Protective Order shall be due on **April 13, 2020**, and Defendants’  
Reply brief shall be due on **April 20, 2020**.

**IT IS FURTHER ORDERED** that a hearing on Defendants’ Motion for  
Protective Order is scheduled for **April 22, 2020 at 10:30 a.m.**



1           **IT IS FURTHER ORDERED** that Plaintiff may submit a separate  
2 motion for attorneys’ fees and costs related to the bringing and granting in part  
of Plaintiff’s Motion to Compel.

3 (*See* Order, attached hereto as **Exhibit 1** (various emphasis added).) Contrary to Defendants  
4 assertion that this Court withheld its decision regarding financial documents to a later time (*see*  
5 Motion, p. 7, ls. 22-24), the Order specifically addressed what Defendants must do to withhold  
6 financial documents. And Defendants just plain failed to do it.

7           The plain language of the Order required Defendants to provide a supplemental response  
8 to each and every request. They did not. It also required that if they failed to provide “a  
9 response or documents” by asserting some sort of privilege that protected the documents,  
10 “including regarding . . . any Defendants’ financial information, including bank statements,” they  
11 must identify the allegedly privilege documents “in a privilege log that complies with Nevada  
12 law” and file their Motion for Protective Order. Defendants did none of this. Consequently,  
13 according to the Court’s Order, any claim of protection is waived. The Motion for Protective  
14 Order was filed approximately five weeks later than required by the Court (the parties agreed to  
15 extend Defendants’ deadline from March 30, 2020 to April 13, 2020). Therefore, the Motion for  
16 Protective Order is untimely and any privilege has been waived.

17           2.       The Court Did Not Preclude Plaintiff from Requesting Financial Documents

18           Additionally, Defendants assert that Plaintiff seeks to “circumvent the Court’s prior order  
19 [regarding the motions to quash] by propounding the same requests through written discovery.”  
20 (Motion, p. 9, ls. 15-18.) But here is what the Court actually said:

21                   Mr. Aldrich, I want to make sure I'm perfectly clear on this. I'm not saying  
22 that potentially that information, you can't seek certain financials. I'm not saying  
that. I'm just quashing the subpoenas.

23                   If you want to have a specific laser-like request for production of  
24 documents as it pertains to specific financials that you feel are important as it

1 relates to your claims for relief, you can do it, sir. And if they don't produce it,  
2 come in, we deal with it.

You see what I mean?

3 THE COURT: No impact on a request for production of documents....

4 I think potentially that might be relevant, and even if it wasn't relevant for  
5 the purposes of admissibility at trial, it might be relevant for the purposes of  
6 discovery. But I think it's better to approach it from that regard.

7 (10/9/19 Hrg. Tr., attached as **Exhibit 2**, at pp. 123-124.) Defendants have decided to wait to  
8 assert a privilege until long after the Court ordered them to move for a protective order. Plaintiff  
9 sought relevant, proportional discovery as it is entitled to do. The Court certainly did not  
10 preclude these requests.

11 3. Defendant EB5IA Has Not Provided a Full Accounting

12 Defendants assert that Defendant EB5IA has provided a full accounting. (Motion, p. 10.)  
13 This is incorrect, however, and the evidence in that regard is undisputed. Mr. Dziubla “tossed”  
14 many EB5IA records. To refresh the Court’s recollection, Plaintiff points to Plaintiff’s  
15 Statement of Undisputed Facts that was filed along with Plaintiff’s Motion for Partial Summary  
16 Judgment back on January 17, 2020. That Statement of Facts remains largely undisputed.

17 With regard to the facts asserting fraud, nearly all of the statements are the statements of  
18 Defendants. The assertions related to Defendants’ misuse of Front Sight’s funds also remain  
19 largely undisputed. For the Court’s convenience, the Statement of Undisputed Facts (the  
20 pleading only, not the exhibits) is attached hereto as **Exhibit 3**.

21 **B. FRONT SIGHT IS NOT SEEKING ALL OF DEFENDANTS’ FINANCIAL  
22 INFORMATION**

23 Defendants argue that Front Sight seeks “the entire universe” of Defendants’ financial  
24 transactions from 2012 to present. *See* Motion, p. 8. Defendants go on to list items such as  
25 Defendants’ personal credit card statements and personal bank statements. *Id.* Yet, Defendants

1 mischaracterize Front Sight's requests. Front Sight seeks four categories of financial  
2 information that are relevant to its fraud, breach of contract, conversion, and civil conspiracy  
3 claims: 1) the amounts and timing of payments to migration consultants; 2) any transfers from  
4 the entity Defendants to Dziubla, Fleming, and/or Stanwood; 3) Defendants' marketing expenses  
5 in furtherance of the Front Sight project; and, 4) the timing of and amounts of investor's  
6 disbursements to LVDF or EB5IC (before Defendants established LVDF). When Front Sight  
7 refers to Defendants' financial information, it is referring to items within these categories. With  
8 regard to Defendants' personal or corporate tax returns, Defendants only seek them to the extent  
9 that the aforementioned information cannot be obtained by any other means. If Defendants  
10 would simply provide an accounting of how they spent Front Sights' money and any  
11 disbursements from Entity Defendants to Dziubla, Fleming, and/or Stanwood, Defendants' tax  
12 returns would not be required.

13 **C. DEFENDANTS' FINANCIAL INFORMATION IS RELEVANT TO FRONT**  
14 **SIGHT'S CLAIMS AND DEFENSES**

15 1. Payments to Migration Consultants Are Relevant to Front Sight's Fraud Claim

16 This Court has deferred a decision on whether Front Sight is entitled to the identities of  
17 Defendants' Migration Consultants. While identities are helpful, what Front Sight really requires  
18 is proof to verify Defendants' representations that they paid their Migration Consultants at the  
19 top of the market, as they have claimed. *See Evid. Hrg. Transcript, July 22, 2019*, p. 49. This  
20 information is relevant to Front Sight's Fraud and Civil Conspiracy claims because Mr. Dziubla  
21 represented to Front Sight that Migration Consultant compensation was not the reason that  
22 Defendants failed to meet marketing targets. Front Sight has no way to verify this information  
23 and should not be required to take Defendants' word for it.  
24

1 To date, Defendants assert that Migration Consultant compensation is governed by non-  
2 disclosure agreements between the Entity Defendants and Migration Consultants. If the terms of  
3 compensation were disclosed, according to Defendants, the Migration Consultants will no longer  
4 perform services for Defendants. Yet, confidentiality agreements are regularly set aside for  
5 purposes of litigation. Moreover, there is a Protective Order that would keep that information  
6 confidential.

7 Worst case, although Plaintiff believes it is entitled to the consultants' identities,  
8 Defendants can redact the identities of Migration Consultants because the amounts and timing of  
9 payments is more relevant than the Migration Consultants' identities. Additionally, the Court  
10 can impose additional protections by allowing Defendants to designate the information  
11 attorneys' eyes only information to prevent Front Sight's personnel from ever discovering the  
12 information.<sup>1</sup> However, the information is relevant to show that Defendants either lied about  
13 compensating Migration Consultants at market rates or failed to market the project in good faith.  
14 If Defendants failed to market the project in good faith, they engaged third parties with intent to  
15 convert or misuse Front Sight's marketing funds, which is an element of Front Sight's civil  
16 conspiracy claim. Either way, Defendants' payments to Migration Consultants are relevant to  
17 this matter.

18 2. Defendants' Marketing and Business Expenses Are Relevant to Front Sight's  
19 Fraud, Conversion, and Civil Conspiracy Claims

20 The funds that Defendants claim that they spent on marketing efforts and business  
21 expenses are relevant to Front Sight's fraud, conversion, and civil conspiracy claims.  
22 Defendants have asserted that they adequately marketing the project and it is undisputed that

---

23  
24 <sup>1</sup> Plaintiff does not waive the right to seek the Court's ruling that the "attorney's eyes only" designation be removed, if appropriate.

1 Front Sight paid Defendants \$522,000 to market the project and create the Regional Center,  
2 Defendant EB5IC. (Exhibit 3, p. 25, ls. 8-9.) Yet, Mr. Dziubla has admitted to spending Front  
3 Sight's marketing funds on personal expenses like bar dues, meals, and to pay fines for a traffic  
4 ticket. *See Evid. Hrg. Transcript, July 22, 2019*, p. 60:1-15; p. 90:5-18; p. 104:5-18. Given that  
5 there are \$144,000.00 of EB5IA expenses that are currently unsupported by invoices, Defendants  
6 should have to provide proof that those expenses were used to actually market the Front Sight  
7 project, or for uses otherwise related to the project, and not simply to enrich Defendants. *Expert*  
8 *Report of Douglas S. Winters, CPA, March 25, 2020*, pp.13-14. Defendants continue to refuse to  
9 provide any financial information from the Entity Defendants (including the regional center);  
10 yet, Mr. Dziubla testified that he infused \$44,000.00 of capital into the project. *See Evid. Hrg.*  
11 *Transcript, July 22, 2019*, p. 105:17-20.

12 Front Sight should not have to take Mr. Dziubla's word that this \$44,000.00 did not come  
13 from EB5IA or from Front Sight, as Mr. Dziubla has already admitted to playing fast and loose  
14 with Front Sight's funds. Specifically, Mr. Dziubla admitted to pocketing the \$20,000.00 that  
15 Front Sight paid Defendants and which was earmarked for an economic study. Dziubla kept that  
16 money while offering Sean Flynn an ownership interest in EB5IC. *See Evid. Hrg. Transcript,*  
17 *July 22, 2019*, pp. 109:19-110:8. This sort of double dealing makes all of EB5IC's financial  
18 information relevant to Front Sight's conversion and civil conspiracy claims.

19 Defendants' marketing expenses are relevant to Front Sight's fraud claim because  
20 Defendants made regular marketing updates to Front Sight from 2014-2016. In those marketing  
21 updates, Defendants claimed to attend several conferences and roadshows to market the project.  
22 They further claimed to incur expenses for marketing materials. Given the sheer number of false  
23 representations Defendants have already made to Front Sight, Front Sight should not have to take  
24

1 Defendants' word that their marketing efforts were accurately represented in the marketing  
2 updates.

3 Further, the representations made in marketing updates are key links in the chain of an  
4 ongoing fraudulent scheme that culminated in the execution of the Construction Loan  
5 Agreement. This is because Defendants kept promising Front Sight a wave of investors within a  
6 short time frame based upon the last marketing efforts that Defendants undertook. Front Sight  
7 has the right to verify Defendants' assertions that they used Front Sight's marketing funds for  
8 actual marketing efforts. Therefore, Defendants' financial information is relevant to Front  
9 Sight's fraud, civil conspiracy, and conversion claims.

10 3. The Timing of Payments of Investors' Funds Are Relevant to Front Sight's Fraud  
11 and Breach of Contract Claims

12 Bank statements or other financial backup (i.e. QuickBooks or Excel spreadsheets) that  
13 show the amount and timing of investors' disbursements to LVDF are relevant to Front Sight's  
14 Fraud and Breach of Contract claims. One aspect of Front Sight's Breach of Contract claim is  
15 the whether LVDF timely notified Front Sight of the receipt of investor funds pursuant to  
16 Section 3.1 of the CLA (requiring LVDF to notify Front Sight of receipt of investor funds within  
17 five business days of receipt). *See* Evid. Hrg. Exhibit 33, at 0211. To date, Front Sight has  
18 received no information to verify that LVDF complied with this provision of the CLA. Even if  
19 LVDF contends that its financial information is confidential (Plaintiff disagrees), it can redact  
20 investor names and other identifying information and only produce portions of bank statements  
21 that demonstrate the dates that investor funds were received. This is especially relevant to Front  
22 Sight's Breach of Contract claim because LVDF was the first party to breach, and LVDF cannot  
23 enforce the CLA against Front Sight for any of the alleged breaches that LVDF attributes to  
24 Front Sight.

1           Additionally, the timing of the receipt of investor funds is relevant to Front Sight's fraud  
2 claim because Defendants made numerous representations to Front Sight between May and  
3 October 2016 regarding the number of investors who committed to the Project and the amount of  
4 funds held in escrow. Front Sight relied upon these representations in its decision to enter into  
5 the CLA in October 2016. The veracity of Defendants' representations is directly relevant to  
6 whether Front Sight was fraudulently induced into executing the CLA. Therefore, LVDF's  
7 financial information, including the timing and amount of receipts of investors' funds, are  
8 relevant to this matter.

9           4.     Payments to Defendants' From the Entity Defendants Are Relevant to Front  
10                Sight's Conversion and Civil Conspiracy Claims

11           Front Sight has brought both Conversion and Civil Conspiracy claims against Defendants  
12 personally. The basis for these claims is that Mr. Dziubla and Mr. Fleming were the principal  
13 shareholders of the Entity Defendants and appear to have taken distributions from the Entity  
14 Defendants for personal gain. It is unclear if Ms. Stanwood took distributions. Either way that  
15 information is relevant – Dziubla claimed Ms. Stanwood was a Senior Vice President, yet she  
16 said she did nothing on behalf of the Entity Defendants. If Ms. Stanwood took distributions or  
17 salary without performing services, that would be relevant to the claims.

18           Front Sight alleges that all of these distributions constituted a conversion of Front Sight's  
19 marketing funds. Therefore, transfers of money or property (including the salaries and/or  
20 distributions) to Mr. Fleming, Mr. Dziubla, and/or Ms. Stanwood from EB5IA, EB5IC, and  
21 LVDF are relevant to those claims. This is also why Front Sight sought Defendants' individual  
22 tax returns in discovery. Defendants could provide the amounts of distributions that they took,  
23 or even redacted portions of their tax returns, to comply with this request. Ultimately, Front  
24

1 Sight may not require individual tax returns if Defendants would simply provide full accountings  
2 of the Entity Defendants.

3 Further, Defendants could provide redacted portions of their bank statements to evidence  
4 salaries or distributions and still preserve the confidentiality of the remainder of their financial  
5 information. Nevertheless, simple accountings of the Entity Defendants would demonstrate the  
6 source of revenues and any distributions to Defendants. Front Sight would likely be able to trace  
7 whether Defendants' distributions were paid out of Front Sight's funds or if sufficient revenue or  
8 capitalization from Mr. Dziubla and or Mr. Fleming was sufficient to fund the distributions. If  
9 Front Sight were to prove conversion on the part of Defendants, the conversion would serve as  
10 the predicate act for Front Sight's Civil Conspiracy claim. Therefore, Defendants' personal  
11 financial information, at least transfers of money or property from the Entity Defendants to the  
12 Individual Defendants, is relevant to Front Sight's Conversion and Civil Conspiracy claims.

13 **D. DEFENDANTS' FINANCIAL INFORMATION IS PROPORTIONAL TO THE**  
14 **NEEDS OF THE CASE**

15 Pursuant to NRCP 26, the following nonexclusive factors weigh upon the proportionality  
16 of evidence to the needs of a case: 1) the importance of the issues at stake in the action; 2) the  
17 amount in controversy; 3) the parties' relative access to relevant information; 4) the parties'  
18 resources; 5) the importance of the discovery in resolving the issues; and, 6) whether the burden  
19 or expense of the proposed discovery outweighs its likely benefit. NRCP 26(b)(1). "Upon  
20 consideration of these factors, 'a court can – and must – limit proposed discovery that it  
21 determines is not proportional to the needs of the case . . . .'" *Vallejo v. Amgen, Inc.*, 903 F.3d  
22 733, 742 (8th Cir. 2018) (quoting *Carr v. State Farm Mut Auto. Ins., Co.*, 312 F.R.D. 459, 468  
23 (N.D. Tex. 2015)). Defendants' financial information, as defined *supra* in Section A, is  
24 proportional to the needs of the case.



1           1.     The Importance of the Issues at Stake in the Action

2           This factor weighs heavily in favor of Front Sight. Front Sight contends that Defendants  
3 fraudulently induced its execution of the CLA by promising to provide \$50 million in EB-5  
4 funds for construction of a timeshare resort. The CLA is secured by a Deed of Trust on the land.  
5 Not only did Front Sight lose profits from the timeshare resort as a result of the delays in  
6 construction that are the proximate result of Defendants' inability to provide financing for the  
7 project, Front Sight could lose land valued in excess of \$30 million if it is not successful in this  
8 litigation.

9           By contrast, Defendants stand to lose nothing. Defendants point to the possibility that the  
10 EB-5 investors may lose their investments or face deportation; but, these claims are hyperbole –  
11 and do not relate to a defendant in this case. To date, only one investor has even filed an I-829  
12 Petition. There is no reason to believe that USCIS will not approve that investor's petition.  
13 Pursuant to Mr. Dziubla's representations, only five investors are currently in the United States.  
14 The remaining thirteen investors are not even in the United States and presumably have no  
15 ability to relocate in the near future in light of the current COVID-19 circumstances.

16           Defendants' own experts opine that Front Sight has created sufficient jobs for approval of  
17 the five investors' I-829 Petitions that are currently in country. Due to the purported security  
18 interest on the property, the investors would not lose their investments in any event. Even if  
19 Defendants argue that the EB-5 investors could face deportation (investors are not a party), that  
20 outcome was always a possibility even in the best case scenario, as there was never a guarantee  
21 that USCIS would approve any individual investor's I-829 Petition. Therefore, Defendants have  
22 nothing at stake compared to Front Sight's lost profits and potential loss of the land upon which  
23 its business operates. This factor weighs heavily in Front Sight's favor.

1           2.     The Amount in Controversy

2           Front Sight claims expectation damages on its fraud claim in the form of lost profits that  
3 will likely exceed \$10 million. Front Sight further claims damages on its conversion claim in  
4 excess of \$500,000.00. Including attorney's fees and costs, if awarded by the Court, Front  
5 Sight's total amount of damages could exceed \$13 million. By contrast, Defendants' monetary  
6 damages comprise alleged attorney's fees and costs and alleged default interest that cannot  
7 exceed \$2 million. This factor weighs in Front Sight's favor.

8           3.     The Parties' Relative Access to Relevant Information

9           This factor weighs completely in Front Sight's favor, as all of the information that Front  
10 Sight seeks is directly in Defendants' custody and control. Front Sight has no other means (short  
11 of subpoenas to banks that this Court has already quashed) to obtain the information. Indeed, the  
12 Court specifically permitted Requests for Production of Documents related to financial  
13 information. Notably, Defendants are capable of redacting investor or consultant information on  
14 financial records to preserve the identities of investors (and consultants if the Court so rules).  
15 Also, because Defendants' primary objection to disclosing investor and consultant information is  
16 that Front Sight will contact investors or consultants, Defendants can designate the information  
17 attorney's eyes only so only Front Sight's counsel has access to the information. Therefore, this  
18 factor weighs in Front Sight's favor.

19           4.     The Parties' Resources

20           Front Sight is a profitable company with significant assets. Defendants are either  
21 individuals without comparable assets or income or entities that post little to no income. This  
22 factor would appear to weigh in favor of Defendants. However, Mr. Dziubla admitted to paying  
23 his attorney's fees with interest payments on the EB-5 investors' funds; therefore, Front Sight is  
24

1 essentially paying for both sides of the litigation. Hence, the apparent disparity in resources  
2 between the parties is not nearly as vast as appearances portend. Additionally, Mr. Dziubla was  
3 a lawyer who practiced law for two international firms for nearly two decades. Further, he  
4 claims to have sourced over \$10 billion in financing for various clients throughout his career.  
5 Accordingly, he likely has more than adequate resources of his own to defend this lawsuit.  
6 Therefore, this factor is a wash, favoring neither party.

7 5. The Importance of the Discovery in Resolving the Issues

8 This factor weighs heavily in Front Sight's favor, as Defendants' financial information is  
9 an important facet of Front Sight's claims. If Front Sight cannot inquire into how Defendants  
10 used Front Sight's marketing funds and money to create Defendant EB5IC, it will be difficult for  
11 Front Sight to marshal the evidence to prove its fraud and conversion claims, as Defendants will  
12 be free to assert whatever they please without fear of impeachment. Front Sight's fraud and  
13 breach of contract claims also depend largely on the timing and amounts of investor funds in  
14 Defendants' escrow accounts. This information is directly in the control of Defendants and will  
15 be important to Front Sight's claims. One would think that if Defendants' have nothing to hide,  
16 they would release any financial information that proves they marketed the project in good faith  
17 and did not misrepresent the amount or timing of receipt of investor funds because, in doing so,  
18 this might hurt Front Sight's efforts to prove its case. Therefore, this factor weighs heavily in  
19 Front Sight's favor.

20 6. The Burden of the Proposed Discovery Weighed Against Its Benefit

21 This factor also weighs heavily in favor of Front Sight because Defendants will incur  
22 little to no cost in turning over relevant financial records. Defendants face fraud allegations,  
23 among others, and are the parties in possession of the evidence sought. The greatest costs that  
24

1 Defendants might incur would be attorney's fees pertaining to redacting the records (which will  
2 likely be performed by paralegals or legal assistants and only reviewed by attorneys). Given the  
3 fact that providing Defendants' financial information will either enable Front Sight to prove its  
4 claims, or alternatively, have the potential to refute Front Sight's claims, the benefits of the  
5 discovery of Defendants' financial records far outweighs the burdens. Defendants have no  
6 reasonable argument that providing these records will create an undue burden because the  
7 records are in their possession and can be provided via a flash drive at minimal cost. Regarding  
8 Defendants' claim that Front Sight will only endlessly grill Defendants at depositions over the  
9 minutiae of every financial transaction, the reverse is more likely true. If Front Sight has access  
10 to Defendants' relevant financial records, it can ask targeted questions that will likely made  
11 depositions move along more smoothly and conclude more quickly. As Front Sight has stated  
12 repeatedly, either the financial information sought will show that Defendants misused Front  
13 Sight's funds and lied about or withheld investors funds or it will go a long way to exonerate  
14 Defendants of the same. Therefore, this factor weighs heavily in Front Sight's favor.

15 Based on the foregoing, Front Sight has demonstrated that five of the six NRCP 26 factor  
16 regarding proportionality weigh heavily in favor of Defendants' financial information being  
17 proportional to the needs of the case.

18 **E. FRONT SIGHT IS NOT SEEKING DEFENDANTS' FINANCIAL**  
19 **INFORMATION TO ENGAGE IN A FISHING EXPEDITION OR TO HARASS**  
20 **DEFENDANTS**

21 Defendants incorrectly assert that Front Sight is only seeking Defendants' financial  
22 information for purposes of harassing Defendants or conducting a broad fishing expedition.  
23 *Motion*, pp. 9-11. Defendants envision Front Sight excoriating Defendants during depositions  
24 regarding their daily spending habits, the exemptions they claim on their tax returns, and second-

1 guessing expenditures regarding meals and utilities. *Id.* Defendants forget or ignore that Front  
2 Sight has brought financial claims against Defendants, specifically for fraud, conversion, and  
3 civil conspiracy. These claims place Defendants' finances directly in dispute. How Defendants  
4 spent Front Sight's money is directly at issue in this case. Whether Defendants improperly used  
5 Front Sight's money is one of the many facets of this case, which requires a degree of  
6 transparency regarding how Defendants conducted their business and how they spent funds.  
7 Front Sight does not seek to invade the personal finances of Defendants with no purpose. Nor  
8 does Front Sight seek financial information that has no bearing on the allegations in Front  
9 Sight's Complaint.

10 Front Sight has a right to delve into when investors funded LVDF, when LVDF notified  
11 Front Sight that investors funds were deposited, the amounts Defendants spent on travel for  
12 roadshows to market the Project, compensation paid to migration consultants (based upon  
13 Defendants' representations that consultant compensation did not deter investors from the  
14 project), and the approximately \$144,000.00 of unaccounted for funds given by Front Sight to  
15 EB5IA, as well as how money given to Defendants to create Defendant EB5IC was spent.

16 Defendants further ignore that the aforementioned unexplained and unaccounted for  
17 expenses of EB5IA, coupled with proof of transfers between Entity Defendants (*See Evid. Hrg.*  
18 *Transcript, June 3, 2019, p. 132:19-24*), and distributions to Dziubla and Fleming (*Expert Report*  
19 *of Douglas S. Winters, CPA, March 25, 2020, pp.13-14*) create questions of fact regarding  
20 conversion, alter ego, and civil conspiracy that Front Sight should have the opportunity to  
21 investigate.

22 Front Sight should have the opportunity to investigate how Defendants used the  
23 \$522,000.00 paid to them by Front Sight over the course of the parties' dealings. *See Evid. Hrg.*  
24

1 *Transcript, Sept. 20, 2019*, p. 185:22. This is not harassment or a fishing expedition, as  
2 discovery on these matters directly pertains to several of Front Sight’s claims, not to mention  
3 how Front Sight’s money was spent by Defendants. This Court should note that Defendants  
4 allege Front Sight misused EB-5 funds, and thus, Defendants argue, Defendants are entitled to  
5 probe all of Front Sight’s and Dr. Piazza’s finances, which Defendants claim is not harassment  
6 or a fishing expedition. Yet, when Front Sight provides funds for marketing to the Entity  
7 Defendants and Entity Defendants have no revenue or net income, it is now somehow a fishing  
8 expedition or harassment when Front Sight wants to know how Defendants spent Front Sight’s  
9 funds. The double standard is blatant and obvious.

10 It is not harassment or a fishing expedition for Front Sight to seek discovery of  
11 Defendants financial records pertaining directly to the money Front Sight provided specifically  
12 for marketing and specific business purposes.

13 **F. THE OPERATIVE PROTECTIVE ORDER IN THIS MATTER IS SUFFICIENT**  
14 **TO PROTECT DEFENDANTS’ FINANCIAL INFORMATION FROM**  
15 **IMPROPER DISSEMINATION**

16 Defendants point to “Enemy Action Alerts” (segments within Dr. Piazza’s blog) posted  
17 by Dr. Piazza as alleged proof that Front Sight would maliciously disseminate Defendants’  
18 private financial information to its members and the public at large if this Court does not grant  
19 the instant motion. Motion, pp. 11-12. First, it is Defendants who have made a cottage industry  
20 of disseminating Front Sight’s private financial information to the public, not the other way  
21 around. Front Sight has always abided by the Court’s protective order by safeguarding  
22 confidential information. Secondly, the information that Dr. Piazza disclosed in his blog is  
23 information that is publicly available. Anyone who does a simple Google search for “Robert W.  
24 Dziubla” will learn of this lawsuit and Mr. Dziubla’s lawsuit against Dr. Piazza in California.

1 Furthermore, Mr. Dziubla's address is not private information. There are myriad persons who  
2 know Mr. Dziubla's home address, including creditors, professional organizations, and postal  
3 employees. Publishing a person's address is not anything akin to publishing their private  
4 financial information. Also, property ownership records are available to the public. Anyone  
5 who wanted to acquire Mr. Dziubla's home address could have done so with or without the help  
6 of a process server or private investigator.

7 Even if Defendants' concern that Dr. Piazza might publish Defendants' private financial  
8 information had merit, which it does not, the current protective order in this matter has two  
9 determinations to address these issues: confidential and outside counsels' eyes only. Front Sight  
10 has never disclosed confidential information in this matter, so Defendants simply have no basis  
11 to assert Front Sight would begin to do so now. But, even if Defendants still do not trust Dr.  
12 Piazza, the outside counsels' eyes only designation would prevent Dr. Piazza or any Front Sight  
13 member from accessing the information. Additionally, violation of the current protective order  
14 would give Defendants recourse, including monetary sanctions, attorney's fees and costs, or  
15 disqualification of any wrongly disseminated evidence. The fact that the Court can prevent Front  
16 Sight from utilizing wrongly disclosed information in its case is more than enough incentive to  
17 prevent any misuse of Defendants' financial information. The same cannot be said for  
18 Defendants, which may be the root of their fears: that Front Sight will behave as they have thus  
19 far.

20 Because Front Sight complies with this Court's orders and because Defendants can  
21 designate any financial information as outside counsels' eyes only information, the current  
22 protective order in place in this matter is sufficient to protect Defendants' financial information.

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**III.**

**CONCLUSION**

Based on the foregoing, Plaintiff respectfully requests that the Court deny Defendants' Motion for Protective Order.

DATED this 1<sup>st</sup> day of June, 2020.

**ALDRICH LAW FIRM, LTD.**

/s/ John P. Aldrich  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
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Fax (702) 226-1975  
*Attorneys for Plaintiff/Counterdefendant*



1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 1<sup>st</sup> day of June, 2020, I caused the foregoing  
3 **OPPOSITION TO DEFENDANTS’ MOTION FOR PROTECTIVE ORDER**  
4 **REGARDING DEFENDANTS’ PRIVATE FINANCIAL INFORMATION** to be  
5 electronically filed and served with the Clerk of the Court using Wiznet which will send  
6 notification of such filing to the email addresses denoted on the Electronic Mail Notice List, or  
7 by U.S. mail, postage prepaid, if not included on the Electronic Mail Notice List, to the  
8 following parties:

9 John R. Bailey, Esq.  
10 Joshua M. Dickey, Esq.  
11 Andrea M. Champion, Esq.  
12 BAILEY KENNEDY  
13 8984 Spanish Ridge Avenue  
14 Las Vegas, Nevada 89148

15 C. Keith Greer, Esq.  
16 16855 West Bernardo Drive, Suite 255  
17 San Diego, CA 92127

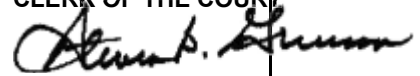
18 *Attorneys for Defendants*

19  
20  
21  
22  
23  
24  
/s/ T. Bixenmann  
An employee of ALDRICH LAW FIRM, LTD.

# **EXHIBIT 1**

# **EXHIBIT 1**

Electronically Filed  
4/1/2020 10:53 AM  
Steven D. Grierson  
CLERK OF THE COURT



1 **NEO**  
John P. Aldrich, Esq.  
2 Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
3 Nevada Bar No. 8410  
**ALDRICH LAW FIRM, LTD.**  
4 7866 West Sahara Avenue  
Las Vegas, NV 89117  
5 Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
6 *Attorneys for Plaintiff/Counterdefendants*

7 **EIGHTH JUDICIAL DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

10 Plaintiff,

11 vs.

12 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

13 Defendants.  
14 \_\_\_\_\_

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**NOTICE OF ENTRY OF ORDER**

15 AND ALL RELATED COUNTERCLAIMS.  
16 \_\_\_\_\_

17 PLEASE TAKE NOTICE that an Order Granting Plaintiff's Motion to Compel was  
18 entered by the Court in the above-captioned action on the 25<sup>th</sup> day of March, 2020, a true and

19 ///

20 ///

21 ///

22 ///

23 ///

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1 correct copy of which is attached hereto.

2 DATED this 1<sup>st</sup> day of April, 2020.

3 **ALDRICH LAW FIRM, LTD.**

4 /s/ John P. Aldrich

5 John P. Aldrich, Esq.

6 Nevada Bar No. 6877

7 Catherine Hernandez, Esq.

8 Nevada Bar No. 8410

9 7866 West Sahara Avenue

10 Las Vegas, Nevada 89117

11 Telephone: (702) 853-5490

12 Facsimile: (702) 227-1975

13 *Attorneys for Plaintiff/Counterdefendants*

14 **CERTIFICATE OF SERVICE**

15 I HEREBY CERTIFY that on the 1<sup>st</sup> day of April, 2020, I caused the foregoing **NOTICE**  
16 **OF ENTRY OF ORDER** to be electronically filed and served with the Clerk of the Court using  
17 Wiznet which will send notification of such filing to the email addresses denoted on the  
18 Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic  
19 Mail Notice List, to the following parties:

20 Anthony T. Case, Esq.

21 Kathryn Holbert, Esq.

22 FARMER CASE & FEDOR

23 2190 E. Pebble Rd., Suite #205

24 Las Vegas, NV 89123

C. Keith Greer, Esq.

16855 West Bernardo Drive, Suite 255

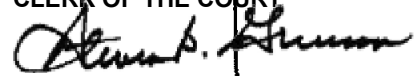
San Diego, CA 92127

*Attorneys for Defendants*

/s/ T. Bixenmann

An employee of ALDRICH LAW FIRM, LTD.

Electronically Filed  
3/25/2020 10:26 AM  
Steven D. Grierson  
CLERK OF THE COURT



1 **ORDER**  
John P. Aldrich, Esq.  
2 Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
3 Nevada Bar No. 8410  
Jamie S. Hendrickson, Esq.  
4 Nevada Bar No. 12770  
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7 *Attorneys for Plaintiff/Counterdefendants*

8 **EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

9 FRONT SIGHT MANAGEMENT LLC, a  
10 Nevada Limited Liability Company,

11 Plaintiff,

12 vs.

13 LAS VEGAS DEVELOPMENT FUND LLC, a  
14 Nevada Limited Liability Company; et al.,

15 Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**ORDER GRANTING PLAINTIFF'S**  
**MOTION TO COMPEL**

16 **AND ALL RELATED COUNTERCLAIMS.**

17 This matter having come before the Court, on March 6, 2020 at 9:30 a.m. on Plaintiff's  
18 Motion to Compel, with John P. Aldrich, Esq. appearing on behalf of Plaintiff and Kathryn  
19 Holbert, Esq. and C. Keith Greer, Esq., appearing on behalf of Defendants, the Court having  
20 reviewed the pleadings on file herein, having heard oral argument by the parties, and for good  
21 cause appearing therefor,

22 **IT IS HEREBY ORDERED** that Plaintiff's Motion to Compel is GRANTED in part  
23 as set forth herein.  
24

1           **IT IS FURTHER ORDERED** that Defendants EB5 Impact Advisors, LLC. EB5  
2 Impact Capital Regional Center, LLC. Robert W. Dziubla, Jon Fleming, and Linda Stanwood  
3 shall provide supplemental responses to Plaintiff's Requests for Production of Documents  
4 (served to Defendants on October 30, 2019), with particularity and without boilerplate  
5 objections, and addressing all of the requests, no later than **March 30, 2020**.

6           **IT IS FURTHER ORDERED** that Defendant Las Vegas Development Fund LLC  
7 shall provide additional supplemental responses to Plaintiff's Requests for Production of  
8 Documents (served to Defendants on October 30, 2019), with particularity and without  
9 boilerplate objections, and addressing all of the requests, no later than **March 30, 2020**.

10           **IT IS FURTHER ORDERED** that if Defendants fail to provide a response or  
11 documents by asserting any privilege(s), including regarding investor documents, attorney  
12 invoices and/or any Defendants' financial information, including bank statements, Defendants  
13 shall identify all allegedly privileged documents in a privilege log that complies with Nevada  
14 law and shall file their Motion for Protective Order no later than **March 30, 2020**, or otherwise  
15 the privilege(s) is waived. Plaintiff's Opposition brief to any Motion for Protective Order shall  
16 be due on **April 13, 2020**, and Defendants' Reply brief shall be due on **April 20, 2020**.

17           **IT IS FURTHER ORDERED** that a hearing on Defendants' Motion for Protective  
18 Order is scheduled for **April 22, 2020 at 10:30 a.m.**

19    ///

20    ///

21    ///

22    ///



23    ///

24

1 IT IS FURTHER ORDERED that Plaintiff may submit a separate motion for  
2 attorneys' fees and costs related to the bringing and granting in part of Plaintiff's Motion to  
3 Compel.

4 IT IS SO ORDERED.

5 DATED this 28 day of March, 2020.

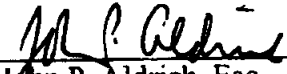
  
DISTRICT COURT JUDGE  


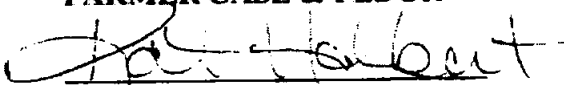
9 Respectfully submitted by:

Approved as to form and content:

10 ALDRICH LAW FIRM, LTD.

FARMER CASE & FEDOR

11   
12 John P. Aldrich, Esq.  
13 Nevada Bar No. 6877  
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*Attorneys for Defendants*

17  
18  
19  
20  
21  
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24

# **EXHIBIT 2**

# **EXHIBIT 2**



1 CASE NO. A-18-781084-B

2 DOCKET U

3 DEPT. XVI

4

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6

DISTRICT COURT

7

CLARK COUNTY, NEVADA

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\* \* \* \* \*

9

FRONT SIGHT MANAGEMENT LLC, )

10

Plaintiff, )

11

vs. )

12

LAS VEGAS DEVELOPMENT FUND LLC, )

13

Defendant. )

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REPORTER'S TRANSCRIPT

16

OF  
MOTIONS

17

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BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

19

DISTRICT COURT JUDGE

20

21

DATED WEDNESDAY, OCTOBER 9, 2019

22

23

24

REPORTED BY: PEGGY ISOM, RMR, NV CCR #541

25

1 laser like and focused than just a broad, Hey,  
2 Signature Bank, I want all the stuff. Right? Because  
3 I don't think that's proper. I really don't. There's  
4 privacy issues there. There's issues as to whether  
5 it's relevant or not, and that's kind of how I see  
6 that.

7 Now, if we have any other comments you want to  
8 make on this specific issue, but I think I'm ready to  
9 rule. Anything else?

10 MR. ALDRICH: No, your Honor.

11 THE COURT: Okay. This is what I'm going to  
12 do. As far as the banking records are concerned, two  
13 things: First and foremost, regarding defendant's  
14 motion to quash subpoenas for deposition and/or  
15 documents to Open Bank, I guess we can include Bank of  
16 Hope, Signature Bank, and, I guess, there's probably  
17 one more at Wells Fargo, I'm granting that.

18 Mr. Aldrich, I want to make sure I'm perfectly  
19 clear on this. I'm not saying that potentially that  
20 information, you can't seek certain financials. I'm  
21 not saying that. I'm just quashing the subpoenas.

22 If you want to have a specific laser-like  
23 request for production of documents as it pertains to  
24 specific financials that you feel are important as it  
25 relates to your claims for relief, you can do it, sir.

1 And if they don't produce it, come in, we deal with it.

2 You see what I mean?

3 MR. ALDRICH: I understand, so it's granted  
4 today without prejudice. Something in the future if I  
5 can --

6 THE COURT: Yeah.

7 MR. ALDRICH: -- hone it in.

8 THE COURT: No impact on a request for  
9 production of documents, because I just -- I just feel  
10 that it would be -- it's just opening up Pandora's Box.  
11 I really and truly do.

12 Because, yes, you might have a right to -- if  
13 they're taking a position that, for example, monies are  
14 being spent for all these things and you feel, you know  
15 what, Judge, they mislead my client, they didn't do  
16 that -- I'm just being very general in nature -- you  
17 have a right to focus in on that.

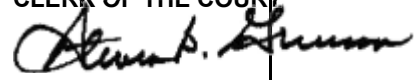
18 I think potentially that might be relevant,  
19 and even if it wasn't relevant for the purposes of  
20 admissibility at trial, it might be relevant for the  
21 purposes of discovery. But I think it's better to  
22 approach it from that regard.

23 And that's one of the reasons, too, I don't  
24 want unnecessary delay. That's why I put a shortened  
25 time period on the responses to the request for

# **EXHIBIT 3**

# **EXHIBIT 3**

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7 **EIGHTH JUDICIAL DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

10 Plaintiff,

11 vs.

12 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

13 Defendants.  
14 \_\_\_\_\_

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**STATEMENT OF UNDISPUTED**  
**FACTS**

15 AND ALL RELATED COUNTERCLAIMS.  
16 \_\_\_\_\_

17 COMES NOW Plaintiff FRONT SIGHT MANAGEMENT LLC (“Plaintiff”), by and  
18 through its attorneys, John P. Aldrich, Esq. and Catherine Hernandez, Esq., of the Aldrich Law  
19 Firm, Ltd., and hereby files this Statement of Undisputed Facts in support of Plaintiff’s Motion

20 ///

21 ///

22 ///

23 ///

24 ///

1 for Partial Summary Judgment filed simultaneously herewith.

2 DATED this 17<sup>th</sup> day of January, 2020.

3 **ALDRICH LAW FIRM, LTD.**

4 /s/ John P. Aldrich  
5 John P. Aldrich, Esq.  
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1 **STATEMENT OF UNDISPUTED FACTS**

2 Many of the key facts of this case are not disputed by Defendants; to the contrary,  
3 Defendants have readily admitted – and the facts show – numerous fraudulent statements,  
4 conversion of Front Sight’s funds by Defendants, civil conspiracy by Defendants, blatant  
5 breaches of contract and the covenant of good faith and fair dealing, including Defendants’ use  
6 of the Defendant Entities as their alter ego, and, even if the Court decides Defendants’ fraudulent  
7 misrepresentations were not intentional, Defendants’ many negligent misrepresentations are  
8 undisputed. This Statement of Undisputed Facts will set forth the facts related to each cause of  
9 action; Defendants cannot reasonably dispute the facts set forth herein.

10 **A. FACTS RELATED TO FRAUD**

11 The fraud perpetrated by Defendants can be divided into three areas: (1) fraud in the  
12 inducement related to the Engagement Letter dated February 14, 2013, (2) fraud in the  
13 inducement related to the Construction Loan Agreement (“CLA”) signed on or about October 6,  
14 2016, and (3) fraudulent use of Front Sight’s funds.

15 Front Sight will set forth, in painstaking detail, the rampant and repeated fraudulent  
16 statements by Defendants, followed by the statements that show the falsity of those statements.

17 **1. Fraudulent Inducement Related to Engagement Letter**

18 On or about February 14, 2013, Defendants successfully induced Front Sight to enter into  
19 an Engagement Letter. (Evidentiary Hearing (“Evid. Hrg.”) Exhibit 6.) The following are the  
20 intentionally fraudulent statements<sup>1</sup> made by Defendants in order to induce Front Sight to enter  
21 into the February 14, 2013 Engagement Letter.

22 \_\_\_\_\_  
23 <sup>1</sup> The standard for fraudulent misrepresentation is that the defendant “knew or should have known” of the  
24 statement’s falsity, or that the statement was made without reasonable basis. *Barmettler v. Reno Air, Inc.*, 114 Nev.  
441, 956 P.2d 1382 (1998); *Blanchard v. Blanchard*, 108 Nev. 908, 839 P.2d 1320 (1992). In this instance,

a. **Defendants lied about their experience with EB-5 fundraising and/or fundraising in general:**

**FALSE STATEMENTS**

- On April 7, 2012, Dziubla and Fleming claimed they had a “very good chance of raising the desired amounts” because of “the kind of **creative and experienced approach** that we bring to financing raises. . . .” (Evid. Hrg. Exhibit 2, at 00003 (emphasis added).)
- On August 27, 2012, Dziubla and Fleming claimed that “**I have been working on developing an investment platform** that takes advantage of my long experience in China and working with Chinese and other Asian investors....” (Evid. Hrg. Exhibit 2, at 00001 (emphasis added).)
- On August 27, 2012, Dziubla and Fleming claimed they “have **great depth of experience and expertise in the real estate financing market...**” also claiming that he had been involved in \$10 billion worth of hospitality and leisure transactions and 8 hospitality transactions in the prior 12 months. (Evid. Hrg. Exhibit 2, at 00004 (emphasis added).)
- On September 13, 2012, Defendant Dziubla represented (and Fleming failed to correct the misrepresentation) that he has “been **conversant with and involved in EB-5 financing** since the program was first established in 1990....” (Evid. Hrg. Exhibit 3, at 00006 (emphasis added).)
- In that September 13, 2012 letter, Defendant Dziubla further represented (and Fleming failed to correct the misrepresentation) that he had “an **expansive network of relationships** throughout China for sourcing **EB-5 investors**; and this **personal network** coupled with our **collective relationships with the leading visa advisory firms operating in China.**” (Evid. Hrg. Exhibit 3, at 00006 (emphasis added).)
- Again in the September 13, 2012 letter, Defendants claimed that a 6% fee was “**commensurate with the other EB-5 raises we are doing...**” (Evid. Hrg. Exhibit 3, at 00007 (emphasis added).)
- Near the end of the September 13, 2012 letter, Defendants claim they “have the **luxury ... of picking and choosing the EB-5 projects we want to accept**, and **we accept only those projects that we think will be readily funded since we don’t get paid otherwise.**” (Evid. Hrg. Exhibit 3, at 00008 (emphasis added).)

---

Defendants are in a box. Defendants have admitted they had no experience raising EB-5 money. (See June 3, 2019 Evid. Hrg. Tr., p. 26, 38-39; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.) Thus, every statement was made without reasonable basis. Alternatively, had Defendants done some homework and studied up on the EB-5 program, such that they at least had some idea of how the program worked, the timeline, and the program’s limitations, then their statements were intentionally false.

- 1 • On September 28, 2012, Defendants stated: “[W]e are currently working on a handful of  
2 **other select projects totaling over \$250m of EB-5 debt financing.**” (See e-mail  
3 correspondence dated September 28, 2012, attached hereto as **Exhibit 1**, at FS 01211;  
4 Evid. Hrg. Exhibit 55 (emphasis added).)
- 5 • That same September 28, 2019 e-mail claimed that Defendants had involvement in two  
6 projects, one a **“\$21 m raise”** where **“all 42 Chinese investors”** had funds **“into escrow**  
7 **within 65 days of our going to market.”** (See e-mail correspondence dated September  
8 28, 2012, attached hereto as **Exhibit 1**, at FS 01211; Evid. Hrg. Exhibit 55 (emphasis  
9 added).)
- 10 • Defendants represented that “[w]e have spent much time and effort assembling a top-  
11 notch team. . . in China, Vietnam, and elsewhere,” which Dziubla claimed was “highly  
12 confidential and proprietary to us.” (See e-mail correspondence dated September 28,  
13 2012, attached hereto as **Exhibit 1**, at FS 01213; Evid. Hrg. Exhibit 55 (emphasis  
14 added).)
- 15 • Defendants told Front Sight: “Because we pay meticulous attention to choosing suitable  
16 EB-5 projects, working on just a few select projects, rigorously underwriting those  
17 projects before we go to market, and working with a long-time trusted team of partners in  
18 China and Asia, **we have never failed to complete a raise nor had a foreign investor’s**  
19 **EB-5 visa denied. . . . Thus it is pretty straightforward to get the green card and the**  
20 **failure rate is quite low.**” (See e-mail correspondence dated September 28, 2012,  
21 attached hereto as **Exhibit 1**, at FS 01213; Evid. Hrg. Exhibit 55 (emphasis added).)
- 22 • On October 24, 2012, Defendants represented: “Kenworth Capital, Inc. [Dziubla’s  
23 company] and its affiliate, Legacy Realty Capital Inc. [Fleming’s company] (collectively,  
24 the ‘Company’) **have experience and expertise in raising EB-5 immigrant investor**  
**financing for real estate development projects in the USA** and that the anticipated  
\$65m raise for the Front Sight hospitality project located in Nye County, NV, could be an  
appropriate candidate for EB-5 financing (the ‘Financing’).” (See e-mail correspondence  
dated October 24, 2012, attached hereto as **Exhibit 2**, at FS 01224 (emphasis added).)
- After Front Sight initially declined Defendants’ attempt to convince Front Sight to use  
EB-5 financing for its project, Defendants persisted and represented to Front Sight that  
they were experts who could raise \$150 million. (Piazza testimony, September 20, 2019  
Evid. Hrg. Tr., pp. 93-94, 97.)

**THE TRUTH: DEFENDANTS HAD NO EXPERIENCE RAISING EB-5 FUNDS.**

- 21 • Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3,  
22 2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
- 23 • Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].”  
24 (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and  
Fleming’s first project.

- 1 • Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight  
2 Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience  
3 in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
- 4 • Defendant Fleming has never brought an EB-5 project to successful completion.  
(November 20, 2019 Evid. Hrg. Tr., p. 83, ls. 14-17.)
- 5 • When asked about the representation in the September 28, 2012 e-mail that “we  
6 [Defendants] are currently working on a handful of other select project totaling over \$250  
7 m of EB-5 debt financing,” Defendant Fleming clearly stated “I don’t know what that  
8 references.” (November 20, 2019 Evid. Hrg. Tr., p. 91, l. 17.)
- 9 • Discussing the claim that Defendants had “never failed to complete a raise nor had a  
10 foreign investor’s EB-5 visa denied,” Defendant Fleming flatly stated: “I don’t know  
11 what the basis of that statement is.” (November 20, 2019 Evid. Hrg. Tr., p. 95, ls. 8-9.)
- 12 • Defendant Fleming also admitted that Defendants have never sourced an investor from  
13 Asia. (November 20, 2019 Evid. Hrg. Tr., p. 95, l. 15.)
- 14 • Still related to the September 28, 2012 e-mail, Defendant Fleming acknowledged that he  
15 had no basis for the representation that Defendants had obtained \$21 million in EB-5  
16 funds within 65 days of going to market, or the alleged \$7 million raise referenced there.  
17 (November 29, 2019 Evid. Hrg. Tr., pp. 90-91.) Rather, he had no knowledge and just  
18 assumed that it was accurate. (November 20, 2019 Evid. Hrg. Tr., pp. 92, ls. 18-19; pp.  
19 93-94.)
- 20 • Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the  
21 year before the April 7, 2012 e-mail, Dziubla and Fleming failed to inform Front Sight  
22 that NONE of those transactions involved EB-5 financing. Defendant Dziubla testified  
23 that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p.  
24 38.)
- Defendants do NOT have an expansive network of relationships. To the contrary,  
Defendants were working to retain an agent for Ukraine and Russia in September 2015.  
(Evid. Hrg. Exhibit 44, at Contracts (2)00062-63.) Defendants did not retain Mayflower  
Business Consulting, Co. Ltd. until October 2015. (Evid. Hrg. Exhibit 44, at Contracts  
(2)00052.) Around that same time, Defendants retained Williams Global Law, PLLC to  
assist with creating a network in China and Brazil. (June 3, 2019 Evid. Hrg. Tr., p. 112,  
l. 21 – p. 113, l. 15; p. 118, l. 16 – p. 120, l. 5; Evid. Hrg. Exhibit 46, at (EB5ICA)00169-  
00177.) All of that occurred after USCIS approval in June 2015. Likewise, in January  
2016, Defendants retained Ethan Devine as an independent contractor to conduct  
business development for Defendants’ projects, attempt to cultivate a network of agents  
to obtain investors for Plaintiff’s project, and assist in various aspects of Defendants’  
other projects. (Evid. Hrg. Exhibit 44, at Contracts (2)00046.)

1                   **b.       Defendants lied about the amount of money they could raise:**

2                   **FALSE STATEMENTS**

- 3                   • On August 27, 2012, Dziubla sent another one that stating that he was capable of raising  
4 up to \$150 million to fund the Project; specifically, Dziubla claimed “we may well be  
5 able to put together a financing package for some, **or perhaps all, of the \$150m** you  
6 were seeking to raise.” (Evid. Hrg. Exhibit 2, at 00002 (emphasis added).)
- 7                   • On September 13, 2012, Defendants Dziubla and Fleming represented that they could  
8 raise a “first tranche [of] **about \$65mn[sic]**” and a “**follow-on \$100m**” would be raised  
9 in the next two phases. (Evid. Hrg. Exhibit 3, at 00005.)
- 10                  • In that September 13, 2012 letter, Defendants represented that in Q1 of 2012, \$1.2 billion  
11 in EB-5 funds came from China, and “we can expect about **\$3.36 billion of EB-5 money**  
12 to be invested into the US from Chinese investors.” (Evid. Hrg. Exhibit 3, at 00005  
13 (emphasis added).)
- 14                  • Later in the September 13, 2012 letter, Defendants represented that “we will be able to  
15 structure **the \$65m** of EB-5 financing as non-recourse debt....” (Evid. Hrg. Exhibit 3, at  
16 00007 (emphasis added).)
- 17                  • In an e-mail on September 28, 2012, Defendants represented that “**just one of our**  
18 **placement agents in China** has had **over 21,000 EB-5 visa applicants** during the past  
19 several years. . . . Given this **massive demand in China for EB-5 visas, sourcing 130**  
20 **investors** for a long-established and successful business that is implementing a well-  
21 conceived project such as the Front Sight resort **should not be difficult.**” (See e-mail  
22 correspondence dated September 28, 2012, attached hereto as **Exhibit 1**, at FS 01211;  
23 Evid. Hrg. Exhibit 55 (emphasis added).)
- 24                  • On October 24, 2012, Defendants stated: “Jon and I would like to work expeditiously  
with you and Front Sight to identify a suitable regional center for your hospitality project  
and **raise \$65m of EB-5 money** for that.” (See **Exhibit 2**, at FS 01223.)
- On December 27, 2012, Dziubla and Fleming sent an e-mail to Front Sight stating that  
they were “working on an indicative timeline” for “**the raise of up to \$75m** (interest  
reserve included) of **EB-5 immigrant investor financing.**” (Evid. Hrg. Exhibit 4, at  
00010 (emphasis added).)
- On January 31, 2013, Defendants stated: “Please find attached the updated budget with a  
projected monthly breakdown of the cost expenditures; this breakdown assumes that  
USCIS moves expeditiously, which means that **the full \$75m** would be raised by Day  
361; thus, the costs are incurred in the first 10 months. If USCIS is slower, than[sic] this  
burn rate would slow down a bit.” (See e-mail correspondence dated January 31, 2013,  
attached hereto as **Exhibit 3**, at FS 01287-01291 (emphasis added).)

- 1 • On February 8, 2013, Dziubla and Fleming provided a draft proposal for “**the \$75m raise of EB5 debt financing**.” (Evid. Hrg. Exhibit 5, at 00011 (emphasis added).)
- 2
- 3 • The February 14, 2013 Engagement Letter, which Front Sight eventually signed, represented that the parties were confirming “**our [Defendants’] raising \$75 million** of debt financing for Front Sight...” and references the EB-5 program. (Evid. Hrg. Exhibit 4 6, at 00020 (emphasis added).)
- 5 • Schedule A to the Engagement Letter identified the “Development Budget/Capital Stack” as “**\$75m** – EB-5 financing” and the Loan Amount as **\$75m**. (Evid. Hrg. Exhibit 6, at 6 00025 (emphasis added).)
- 7 • After Front Sight initially declined Defendants’ attempt to convince Front Sight to use EB-5 financing for its project, Defendants persisted and represented to Front Sight that 8 they were experts who could raise **\$150 million**. (Piazza testimony, September 20, 2019 Evid. Hrg. Tr., pp. 93-94, 97.)
- 9
- 10 • Defendants represented that they had a vast network of agents who could fully fund the project. (Piazza testimony, September 20, 2019 Evid. Hrg. Tr., pp. 106-107.)

11 **THE TRUTH: DEFENDANTS DID NOT EVEN COME CLOSE TO RAISING THE**  
12 **PROMISED \$150 MILLION, \$75 MILLION, OR \$50 MILLION.**

- 13 • It is undisputed that Defendants only provided Front Sight \$6.3 million.
- 14 • Defendants claim to have raised an additional \$1.5 million to \$2 million but concealed from Front Sight that they had received the funds. Then, when Front Sight learned of the 15 funds, Defendants refused to provide those funds to Front Sight despite the absence of any breaches at the time the money came in. (June 3, 2019 Evid. Hrg. Tr., p. 156, l. 2 – 16 p. 158, l. 13.)
- 17 • Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3, 2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
- 18 • Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and 19 Fleming’s first project.
- 20 • Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience 21 in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
- 22 • Defendant Fleming has never brought an EB-5 project to successful completion. 23 (November 20, 2019 Evid. Hrg. Tr., p. 83, ls. 14-17.)
- 24



- 1 • Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the  
2 year before the April 7, 2012 e-mail, even assuming those claims are true, Dziubla and  
3 Fleming failed to inform Front Sight that NONE of those transactions involved EB-5  
4 financing. Defendant Dziubla testified that “This was our first direct project [in EB-5  
5 lending].” (June 3, 2019 Evid. Hrg. Tr., p. 38.)
- 6 • Defendants did NOT disclose that they accounted for exactly \$0 of the \$1.2 billion raised  
7 through EB-5 in Q1 in 2012 was raised by Defendants. (June 3, 2019 Evid. Hrg. Tr., p.  
8 63, l. 15 – p. 64, l. 9.)
- 9 • Defendants’ December 27, 2012 representation was careful to mention the “interest  
10 reserve” was included in the amount; it did not qualify the possibility of raising the \$75  
11 million.
- 12 • Front Sight’s expert witness, Catherine Holmes, Esq., opined, “The Engagement  
13 Agreement (Exhibit 5 of the Declaration) contains an estimated timeline showing that  
14 \$75 million in EB-5 financing would be raised between 4 months from the earliest  
15 expected approval of the regional center and 6 months from the latest expected approval  
16 of the regional center. Those estimates wildly misrepresented the normal time necessary  
17 to raise \$75 million in EB-5 financing. In 2013, only the very largest and most  
18 experienced regional centers could raise that much in EB-5 financing, based upon their  
19 track record of prior successful EB-5 financings. Most new regional centers either  
20 failed to raise any financing at all or would start with very small offerings (\$5  
21 million to \$10 million) and gradually raise larger EB-5 financings as they become  
22 known in the EB-5 financing market. Even for well-known regional center  
23 operators, it is not unusual for an EB-5 financing, even one sponsored by an  
24 experienced EB-5 sponsor, to take a year or more before it gains acceptance in the  
EB-5 financing market.” (See February 21, 2019 Expert Witness Report of Catherine  
Holmes, Esq., attached hereto as **Exhibit 4**, at p. 2, ¶ 5 (emphasis added).)
- Despite their repeated representations of how much they would raise, Dziubla and  
Fleming had “no idea” how much money they would really be able to raise. (June 3,  
2019 Evid. Hrg. Tr., p. 169.)

c. **Defendants lied about not getting paid until they were successful:**

**FALSE STATEMENTS**

- On March 22, 2012, Dziubla sent an email, apparently as a representative of Kenworth  
Capital, Inc. (a non-party entity controlled by Defendant Dziubla) stating: “Because we  
have confidence in our ability to help you raise the money sought, we are willing to work  
on a **pure success fee basis** that compensates us for the speculative risk we are  
undertaking.” (See e-mail correspondence dated March 22, 2012, attached hereto as  
**Exhibit 5**, at FS 01163 (emphasis added).)

- 1 • On April 7, 2012, Dziubla sent another email, stating “We would enjoy the chance to  
2 work with Front Sight on this development and have attached a proposed engagement  
3 letter that, as previously discussed, is on a **success fee basis so that we don’t get paid  
4 unless we raise the financing.**” Dziubla and Fleming assured Front Sight they would  
5 work “**without compensation**” until they succeeded in raising the money. (Evid. Hrg.  
6 Exhibit 2, at 0004 (emphasis added).)
- 7 • In the September 13, 2012 letter, Defendants represented “**we don’t make any money  
8 until we have successfully raised the \$65m....**” (Evid. Hrg. Exhibit 3, at 00007  
9 (emphasis added).)
- 10 • Near the end of the September 13, 2012 letter, Defendants claim they “have the **luxury  
11 ... of picking and choosing the EB-5 projects we want to accept, and we accept only  
12 those projects that we think will be readily funded since we don’t get paid  
13 otherwise.**” (Evid. Hrg. Exhibit 3, at 00008 (emphasis added).)

9 **THE TRUTH: DEFENDANTS COMPENSATED THEMSELVED USING MONEY  
10 FRONT SIGHT PAID FOR MARKETING SERVICES.**

- 11 • Defendant Dziubla destroyed the financial documents of Defendant EB5IA; according to  
12 him that was pursuant to a “document retention policy” that he claims allowed him to  
13 destroy the records. (June 3, 2019 Evid. Hrg. Tr., p. 48, l. 12 – p. 49, l. 20.)
- 14 • Defendant Fleming testified that no such policy existed to destroy Defendant EB5IA’s  
15 documents, and rather, testified that they kept excellent records. (November 20, 2019  
16 Evid. Hrg. Tr., p. 36, l. 4 – p. 37, l. 23.)
- 17 • After the Court ordered an accounting of EB5IA’s use of Front Sight’s funds, Defendants  
18 EB5IA and Dziubla provided some documents. The deficient records Defendants  
19 Dziubla and EB5IA provided showed Dziubla and Fleming paid themselves out of Front  
20 Sight’s funds, contrary to their representations. (See October 18, 2019 Expert Witness  
21 Report of Douglas Winters, CPA, attached hereto as **Exhibit 6**, at p. 6, ¶ 8.)
- 22 • Defendant Dziubla admitted that Front Sight paid \$20,000 specifically for an economic  
23 study, that a professor named Sean Flynn received a 20% interest in the regional center  
24 for producing the report, and that Dziubla spent the \$20,000 on “operating expenses”  
instead of paying it to Sean Flynn. Defendant Dziubla did not disclose to Front Sight that  
he kept the money for “operating expenses.” (June 3, 2019 Evid. Hrg. Tr., p. 35, l. 11 –  
p. 38, l. 17.)
- There is no dispute that Front Sight paid at least \$250,000 for the regional center (June 3,  
2019 Evid. Hrg. Tr., p. 46, ls. 7-22), and that Defendants Dziubla and Fleming paid  
themselves from those funds.
- Defendants’ representation that “our direct out-of-pocket cost to do an EB-5 raise is  
typically \$300k (paid upfront), as we need to engage a number of providers immediately



1 as well as conduct an international roadshow,” had no basis, as Defendants Dziubla and  
 2 Fleming had no experience with EB-5 lending. (See Evid. Hrg. Exhibit 3, at 0007; June  
 3, 2019 Evid. Hrg. Tr., pp. 26, 38-39; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)

- 3 • Front Sight’s expert witness, Catherine Holmes, Esq., contradicts this by stating that the  
 4 \$300,000 Defendants represented to Front Sight is “a **substantially inflated estimate** of  
 5 direct-out-of-pocket costs, and that it is not customary for an amount this large to be paid  
 6 up front. I believe that this estimate was a misrepresentation of the true costs of an EB-5  
 offering intended to mislead the Plaintiff into paying substantially more upfront than it  
 would pay to a legitimate EB-5 funding provider.” (See **Exhibit 4**, at p. 1, ¶ 2 (emphasis  
 added).)
- 7 • On July 28, 2015, in an exchange with Front Sight over marketing-and-travel financing,  
 8 Defendants stated, “We have worked ceaselessly getting to this stage where we have  
 USCIS approval for the Front Sight project and can begin the marketing efforts but **are**  
 9 **now being told that Front Sight doesn’t want to pay for it. This really is our area of**  
**expertise and we know how to do it.**” (See e-mail correspondence dated July 28, 2015,  
 attached hereto as **Exhibit 7**, at FS 07295-07296 (emphasis added).)
- 10 • The February 14, 2013 Engagement Letter contained language regarding the  
 11 establishment of a Regional Center. Ms. Holmes’ expert report states, in part, “The  
 12 establishment of a regional center is a highly unusual provision in an engagement letter to  
 provide EB-5 financing to a third party, and **the cost of establishment of the regional**  
 13 **center is, in my experience, always paid for by the owner of the regional center, not**  
 14 **the party seeking financing.** These provisions indicate that EB5IA mislead the  
 Plaintiff into believing that this was a normal part of an EB-5 financing, which it  
 was not.” (See **Exhibit 4**, at pp. 1-2, ¶ 3 (emphasis added).)

15 d. **Defendants lied about the amount of time it would take to raise the**  
 16 **money:**

17 **FALSE STATEMENTS**

- 18 • On April 7, 2012, Dziubla and Fleming claimed it would take them 60-90 days to craft a  
 19 presentation, but that “**fund raising will commence immediately thereafter,**” with the  
 first phase taking as much as 6-12 months or **as little as 3 months.** (Evid. Hrg. Exhibit 2,  
 at 00003 (emphasis added).)
- 20 • On September 13, 2012, Defendant Dziubla represented (and Fleming failed to correct  
 21 the misrepresentation) that “EB-5 funding initiatives typically take **5-8 months** before  
 first funds are placed into escrow with the balance of the funds being deposited during  
 22 the next **6-8 months.**” (Evid. Hrg. Exhibit 3, at 00006 (emphasis added).)
- 23 • On January 31, 2013, Defendants stated: “Please find attached the updated budget with a  
 24 projected monthly breakdown of the cost expenditures; this breakdown assumes that  
 USCIS moves expeditiously, which means that **the full \$75m would be raised by Day**

1           **361**; thus, the costs are incurred in the first 10 months. **If USCIS is slower, than[sic]**  
2           **this burn rate would slow down a bit.**” (See **Exhibit 3** (emphasis added).)

- 3           • The Timeline that is part of the February 14, 2013 Engagement Letter represented that  
4           the USCIS application would be submitted on **Day 90**. (Evid. Hrg. Exhibit 6, at 00027  
5           (emphasis added).)
- 6           • The Timeline also provides that USCIS approval will occur between the **“Earliest” Day**  
7           **240 and “Latest” Day 330** after signing of the Engagement Letter. (Evid. Hrg. Exhibit  
8           6, at 00027 (emphasis added).)
- 9           • The Timeline also represents that Road Shows in China will occur between **Days 241**  
10           **and 361**. (Evid. Hrg. Exhibit 6, at 00027 (emphasis added).)
- 11           • The Timeline represents that at the “Earliest” Day 361 and “Latest” Day 510, **“Entire**  
12           **\$75m raised** from EB-5 investors, **deposit into escrow**, and **disbursement** to Front  
13           Sight for the project.” (Evid. Hrg. Exhibit 6, at 00027 (emphasis added).)
- 14           • The Timeline also represents that Day 510 is “6 months from latest expected RC  
15           [regional center] approval date.” (Evid. Hrg. Exhibit 6, at 00027.)

16           **THE TRUTH: DEFENDANTS STILL HAVE NOT EVEN COME CLOSE TO RAISING**  
17           **THE MONEY THEY PROMISED TO RAISE.**

- 18           • Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3,  
19           2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
- 20           • Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].”  
21           (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and  
22           Fleming’s first project.
- 23           • Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight  
24           Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience  
              in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
- Defendant Fleming has never brought an EB-5 project to successful completion.  
              (November 20, 2019 Evid. Hrg. Tr., p. 83, ls. 14-17.)
- Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the  
              year before the April 7, 2012 e-mail, Dziubla and Fleming failed to inform Front Sight  
              that NONE of those transactions involved EB-5 financing. Defendant Dziubla testified  
              that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p.  
              38.)
- The Engagement Letter was signed around February 14, 2013. (Evid. Hrg. Exhibit 6.)

- 1 • Defendants did not even submit the application to the USCIS until at least April 16, 2014  
2 – well beyond the 90 days represented by Defendants. (Evid. Hrg. Exhibit 7.)
- 3 • It is undisputed that Defendants provided Front Sight with only \$6.3 million.
- 4 • Front Sight’s expert witness, Catherine Holmes, Esq., opined, “The Engagement  
5 Agreement (Exhibit 5 of the Declaration) contains an estimated timeline showing that  
6 \$75 million in EB-5 financing would be raised between 4 months from the earliest  
7 expected approval of the regional center and 6 months from the latest expected approval  
8 of the regional center. **Those estimates wildly misrepresented the normal time  
9 necessary to raise \$75 million in EB-5 financing. In 2013, only the very largest and  
10 most experienced regional centers could raise that much in EB-5 financing, based  
11 upon their track record of prior successful EB-5 financings.** Most new regional  
12 centers either failed to raise any financing at all or would start with very small offerings  
13 (\$5 million to \$10 million) and gradually raise larger EB-5 financings as they become  
14 known in the EB-5 financing market. Even for well-known regional center operators, it is  
15 not unusual for an EB-5 financing, even one sponsored by an experienced EB-5 sponsor,  
16 to take a year or more before it gains acceptance in the EB-5 financing market.” (See  
17 **Exhibit 4**, at p. 2, ¶ 5 (emphasis added).)
- 18 • Ms. Holmes’ expert report also noted, “EB5IA could have entered into an agreement with  
19 one of several regional centers that were already approved to be sponsor projects..., but  
20 for unexplained reasons, **EB5IA chose not to enter into an agreement with an existing  
21 regional center, and instead to file a regional center application that would require  
22 it to delay marketing for over a year.**” (See **Exhibit 4**, at p. 2, ¶ 4 (emphasis added).)

23 e. **Defendants lied about their relationship with Empyrean West, LLC  
24 and Empyrean West, LLC’s connections:**

**FALSE STATEMENTS**

- 17 • Defendants represented that they were **partners** with Empyrean West (Dave Keller and  
18 Jay Carter). (Evid. Hrg. Exhibit 3, at 00006 (emphasis added).)
- 19 • Defendants represented that Empyrean West was “authorized by the Vietnamese  
20 government to act as the **exclusive EB-5 firm in Vietnam** and has been exempted from  
21 the \$5,000 limit on international money transfers.” (Evid. Hrg. Exhibit 3, at 00006  
22 (emphasis added).)

**THE TRUTH: DEFENDANTS WERE NOT PARTNERS WITH EMPYREAN WEST,  
23 LLC.**

- 24 • Defendant Dziubla admitted Defendants and Empyrean West were actually not partners,  
but rather, “[i]t was a two-person operation.” (June 3, 2019 Evid. Hrg. Tr., p. 30, ls. 8-  
13.)

- 1 • Front Sight’s expert, Catherine Holmes, Esq., proves the falsity of Defendants’  
2 statements, stating, in part, “Empyrean West was not and is not the exclusive EB-5 firm  
3 in Vietnam.” (See **Exhibit 4**, at p. 1, ¶ 1; see also September 19, 2019 Supplemental  
4 Expert Witness Report of Catherine Holmes, Esq. (authenticating the February 21, 2019  
5 expert witness report), attached hereto as **Exhibit 8**, at p. 1, ¶ 4.)
- 6 • Front Sight has asked repeatedly for documents to support this assertion but Defendants  
7 have provided none. (See Plaintiff’s Third Set of Requests for Production of Documents  
8 to Defendant LVDF, Request Nos. 117, 119, 185.)<sup>2</sup> The only response from Defendants  
9 has been a series of boilerplate objections. Accordingly, the Court can conclude that no  
10 documents exist.

11 **f. Defendants’ proposed budget represented that Front Sight would pay**  
12 **\$20,000 to Sean Flynn for a business plan economic study:**

13 **FALSE STATEMENTS**

- 14 • The Engagement Letter specifically provides that “EB5IA **shall** also engage ... **an**  
15 **economist (Professor Sean Flynn)** to prepare the business plan and economic impact  
16 analysis....” (Evid. Hrg. Exhibit 6, at 00020 (emphasis added).)
- 17 • Schedule B to the Engagement Letter (Budget and Timeline) specifically identified a  
18 \$20,000 budget item for Professor Flynn. (Evid. Hrg. Exhibit 6, at 00026.)
- 19 • Defendants represented to Front Sight that Front Sight could not be an owner of the  
20 regional center because it would be a “conflict.” (September 20, 2019 Evid. Hrg. Tr., p.  
21 101, l. 12 – p. 102, l. 3.)

22 **THE TRUTH: AFTER TELLING FRONT SIGHT IT COULD NOT OWN THE**  
23 **REGIONAL CENTER, DEFENDANTS TOOK \$20,000 FROM FRONT SIGHT FOR**  
24 **THE BUSINESS PLAN AND ECONOMIC STUDY AND KEPT THE \$20,000.**

- 25 • Defendant Dziubla admitted that Front Sight paid \$20,000 specifically for an economic  
26 study, that a professor named Sean Flynn received a 20% interest in the regional center  
27 for producing the report, and that Dziubla spent the \$20,000 on “operating expenses”  
28 instead of paying it to Sean Flynn. Defendant Dziubla did not disclose to Front Sight that  
29 he kept the money for “operating expenses,” – the documentation for which Dziubla  
30 “tossed.” (June 3, 2019 Evid. Hrg. Tr., p. 35, l. 11 – p. 38, l. 17; p. 48, l. 12 – p. 49, l.  
31 20.)

32 ///

33 \_\_\_\_\_  
34 <sup>2</sup> These discovery requests are already in the Court record. See Exhibit 2 to Plaintiff’s Supplement to Motion to  
Compel and for Sanctions, previously filed on November 15, 2019.

- 1 g. Defendants’ lied about the expenses being minimal and  
2 “reimbursable” such that they would keep accurate records to justify  
3 the expenses:

3 **FALSE STATEMENTS**

- 4 • The Engagement Letter provides for Front Sight to pay reimbursable expenses, leaving  
5 Front Sight with the impression that Defendants would provide receipts for all expenses  
6 “as billed periodically.” (Evid. Hrg. Exhibit 6, at 00022 (emphasis added).)  
7 • Schedule A to the Engagement Letter only requires Front Sight to be responsible for  
8 “lender’s reasonable expenses” and then references the “estimate” in Schedule B. (Evid.  
9 Hrg. Exhibit 6, at 00025 (emphasis added).)

8 **THE TRUTH: DEFENDANTS REPEATEDLY REFUSED TO PROVIDE AN**  
9 **ACCOUNTING YET PAID THEMSELVES WITH FRONT SIGHT’S MONEY.**

- 10 • Front Sight asked for an accounting of expenses multiple times; Defendants, without fail,  
11 refused to provide such an accounting. (September 20, 2019 Evid. Hrg. Tr., pp. 108-109,  
12 111.)  
13 • Defendant Dziubla destroyed the financial documents of Defendant EB5IA; according to  
14 him that was pursuant to a “document retention policy” that he claims allowed him to  
15 destroy the records. (June 3, 2019 Evid. Hrg. Tr., p. 48, l. 12 – p. 49, l. 20.)  
16 • Defendant Fleming testified that no such policy existed to destroy Defendant EB5IA’s  
17 documents, and rather, testified that they kept excellent records. (November 20, 2019  
18 Evid. Hrg. Tr., p. 36, l. 4 – p. 37, l. 23.)  
19 • After the Court ordered an accounting of EB5IA’s use of Front Sight’s funds, Defendants  
20 EB5IA and Dziubla provided some documents. The deficient records Defendants  
21 Dziubla and EB5IA provided showed Dziubla and Fleming paid themselves out of Front  
22 Sight’s funds, contrary to their representations. (See **Exhibit 6**, at p. 6, ¶ 8.)  
23 • Defendant Dziubla admitted that Front Sight paid \$20,000 specifically for an economic  
24 study, that a professor named Sean Flynn received a 20% interest in the regional center  
for producing the report, and that Dziubla spent the \$20,000 on “operating expenses”  
instead of paying it to Sean Flynn. Defendant Dziubla did not disclose to Front Sight that  
he kept the money for “operating expenses.” (June 3, 2019 Evid. Hrg. Tr., p. 35, l. 11 –  
p. 38, l. 17.)  
• Front Sight’s expert witness, Catherine Holmes, Esq., contradicts this by stating that the  
\$300,000 Defendants represented to Front Sight is “a substantially inflated estimate of  
direct-out-of-pocket costs, and that it is not customary for an amount this large to be paid  
up front. I believe that this estimate was a misrepresentation of the true costs of an  
EB-5 offering intended to mislead the Plaintiff into paying substantially more

1 **upfront than it would pay to a legitimate EB-5 funding provider.**” (See Exhibit 4, at  
2 p. 1, ¶ 2 (emphasis added).)

3 **2. Fraudulent Inducement Related to the Construction Loan Agreement**

4 **a. Defendants’ lied about their experience with EB-5 fundraising and/or**  
5 **fundraising in general and their contacts:**

6 All of Defendants’ misrepresentations as set forth above apply after the Engagement  
7 Letter was signed as well because Defendants never came clean with their lies. There were  
8 additional misrepresentations about Defendants’ experience as well.

8 **FALSE STATEMENTS**

- 9 • On April 22, 2014, Defendants sought to allay Front Sight’s concerns, stating “**I trust**  
10 **that I was able to dispel your doubts about the EB5 program** that were engendered by  
11 your dinnertime conversation with the East Indian gentleman the other night who was  
12 having problems finding investors and getting USCIS approvals for his project. Indeed,  
13 **our own experience** and published statistics **confirm that EB5 just continues to grow.**  
14 As discussed, I suspect your dinner companion simply has put together a harebrained  
15 project that is failing to attract both EB5 investors and USCIS buy-in when the I-526s  
16 come up for approval.” (See e-mail correspondence dated April 22, 2014, attached hereto  
17 as **Exhibit 9** (emphasis added).)
- 18 • On June 26, 2014, Front Sight’s Chief Operating Officer, Mike Meacher, e-mailed  
19 Defendant Dziubla and asked: “Can you give me a summary of your selling success on  
20 the **San Diego EB-5 fundraising**? How many investors have put up their \$500,000 and  
21 how many have been accepted by USCIS? **I am trying to get an idea of how long it is**  
22 **taking for you to raise the capital for this project....**” (Evid. Hrg. Exhibit 9, at 0036-  
23 37 (emphasis added).) In response, Dziubla (copying Fleming) responded: [W]e had  
24 **many millions of dollars in escrow with another 95 investors (\$47.5 m) slated to fund**  
**by September 30.**” (Evid. Hrg. Exhibit 9, at 0037 (emphasis added).)
- On July 28, 2015, in an exchange with Front Sight over marketing-and-travel financing,  
Defendants stated, “We have worked ceaselessly getting to this stage where we have  
USCIS approval for the Front Sight project and can begin the marketing efforts but are  
now being told that Front Sight doesn’t want to pay for it. **This really is our area of**  
**expertise and we know how to do it.**” (See **Exhibit 7**, at FS 07295-07296 (emphasis  
added).)
- In an update by Dziubla to Front Sight on January 27, 2016, Dziubla represented that  
they were in talks with many new agents and gave a brief recitation of their alleged  
qualifications. Dziubla described the fourth agent as “an old Chinese friend of mine who  
is connected at the very top levels of the Chinese government...,” and implied that this



1 old friend could convince a Chinese government agency to “bring **200-500 investors**  
 2 **very quickly** and bring **thousands of investors over the next few years.**” (Evid. Hrg.  
 Exhibit 15, at 0060 (emphasis added).)

- 3
- 4 • On May 12, 2016, Defendants Dziubla and Fleming sent an e-mail to Front Sight setting  
 5 forth three “choices” it claimed Front Sight must choose from: (1) “[c]all it a day, shake  
 6 hands, and part ways as friends,” meaning that Defendants would keep the hundreds of  
 7 thousands of dollars Front Sight had already paid Defendants with nothing of substance  
 in return, (2) restructure the capital stack, including restructuring the capital stack, and (3)  
 8 selling the regional center – which Front Sight had already paid \$277,000 for – to Front  
 Sight. (Evid. Hrg. Exhibit 53.) In setting forth these “options,” including during a  
 meeting in Oakland, California on May 18, 2016, Defendants did nothing to correct all of  
 the prior misrepresentations about Defendants’ experience and/or abilities.

### 8 **THE TRUTH: DEFENDANTS HAD NO EXPERIENCE RAISING EB-5 FUNDS.**

- 9
- 10 • Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3,  
 2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
  - 11 • Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].”  
 (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and  
 12 Fleming’s first project.
  - 13 • Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight  
 Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience  
 14 in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
  - 15 • Defendants have never sourced an investor from Asia. (November 20, 2019 Evid. Hrg.  
 Tr., p. 95, l. 15.)
  - 16 • Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the  
 17 year before the April 7, 2012 e-mail, Dziubla and Fleming failed to inform Front Sight  
 that NONE of those transactions involved EB-5 financing. Defendant Dziubla testified  
 18 that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p.  
 38.)
  - 19 • Defendants do NOT have an expansive network of relationships. To the contrary,  
 20 Defendants were working to retain an agent for Ukraine and Russia in September 2015.  
 (Evid. Hrg. Exhibit 44, at Contracts (2)00062-63.) Defendants did not retain Mayflower  
 21 Business Consulting, Co. Ltd. until October 2015. (Evid. Hrg. Exhibit 44, at Contracts  
 (2)00052.) Around that same time, Defendants retained Williams Global Law, PLLC to  
 22 assist with creating a network in China and Brazil. (June 3, 2019 Evid. Hrg. Tr., p. 112,  
 l. 21 – p. 113, l. 15; p. 118, l. 16 – p. 120, l. 5; Evid. Hrg. Exhibit 46, at (EB5ICA)00169-  
 23 00177.) All of that occurred after USCIS approval in June 2015. Likewise, in January  
 2016, Defendants retained Ethan Devine as an independent contractor to conduct  
 24 business development for Defendants’ projects, attempt to cultivate a network of agents

1 to obtain investors for Plaintiff's project, and assist in various aspects of Defendants' other projects. (Evid. Hrg. Exhibit 44, at Contracts (2)00046.)

- 2 • The parties agree Defendants only loaned \$6.3 million – Dziubla and Fleming's "old Chinese friend" failed to provide the promised "200-500 investors very quickly."

4 **b. Defendants' lied about the amount of money they could raise:**

5 **FALSE STATEMENTS**

- 6 • On November 18, 2013, Dziubla sent a an email, and copied Fleming, saying, "**we understand that Front Sight wants the \$75m EB5 raise done on an 'all or none' basis, i.e. all \$75m gets raised . . . before any disbursement to the Developer [Front Sight].**" (See e-mail correspondence dated November 18, 2013, attached hereto as Exhibit 10 (emphasis added).)
- 7
- 8
- 9 • On May 13, 2014, EB5IA sent a letter to then-Senator Dean Heller's office, thanking his Legislative Director "for making time to discuss **the \$75,000,000 expansion project** for the Front Sight Firearms Training Institute in Pahrump, NV." (See e-mail correspondence dated May 13, 2014, attached hereto as Exhibit 11, at FS 02658 (emphasis added).)
- 10
- 11
- 12 • On June 26, 2014, Front Sight's Chief Operating Officer, Mike Meacher, e-mailed Defendant Dziubla and asked: "Can you give me a summary of your selling success on the San Diego EB-5 fundraising? How many investors have put up their \$500,000 and how many have been accepted by USCIS? **I am trying to get an idea of how long it is taking for you to raise the capital for this project....**" (Evid. Hrg. Exhibit 9, at 0036-37 (emphasis added).) In response, Dziubla (copying Fleming) responded that they had a very big advantage of pre-approval by USCIS, representing that: "We anticipate that once we start the roadshows...we should have the **first tranche of \$25m** into escrow and ready for disbursement to the project...**within 4-5 months.**" (Evid. Hrg. Exhibit 9, at 0037 (emphasis added).)
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- 18 • Defendants' response letter to USCIS, dated May 18, 2015, explained that "**\$75 million will be funded with EB5 investor funds....**" (See e-mail correspondence dated May 19, 2015, attached hereto as Exhibit 12, at FS 03616 (emphasis added).)
- 19
- 20 • On August 22, 2014, Dziubla sent an EB5IC email describing the loan as "**the \$75 million** they [Sinowel] will be raising from their clients." (See e-mail correspondence dated August 28, 2014, attached hereto as Exhibit 13, at FS 02811-02813 (emphasis added).)
- 21
- 22 • Defendants' letter dated January 23, 2015 to USCIS described the loan as being for **\$75 million**. (See correspondence dated January 23, 2015, attached hereto as Exhibit 14, at FS 03006-03007 (emphasis added).)
- 23
- 24



- 1 • On July 29, 2015, Dziubla sent an email delivering a memo dated July 29, 2015, to Front  
2 Sight describing the loan as being “**the \$75m.**” (See e-mail correspondence dated July  
3 29, 2015, attached hereto as **Exhibit 15**, at FS 03702 (emphasis added).)
- 4 • On June 30, 2015, Fleming, on behalf of Defendants, described the loan to Front Sight,  
5 stating in a letter to then-Senator Dean Heller that “**we will be raising \$75,000,000 in**  
6 **foreign investor funds.**” (See correspondence dated June 30, 2015, attached hereto as  
7 **Exhibit 16** (emphasis added).)
- 8 • On August 4, 2015, Dziubla sent an EB5IC email referring to “**the \$75m that we are**  
9 **going to raise** for Front Sight....” (Evid. Hrg. Exhibit 11, at 0047; Exhibit 18, at 0072  
10 (emphasis added).)
- 11 • On August 11, 2015, Defendants promised “most assuredly to have the **minimum raise**  
12 **of \$25m** (50 investors) subscribed by Thanksgiving.” (Evid. Hrg. Exhibit 11, at 0044  
13 (emphasis added).)
- 14 • On December 16, 2015, Defendants represented that they “may still be able to achieve  
15 the minimum raise of \$25m by January 31....” (Evid. Hrg. Exhibit 13, at 0052.)
- 16 • On January 4, 2016, Mike Meacher had clearly been led to believe a first disbursement  
17 was imminent. He asked Dziubla: Please give me an update on the status of investors so  
18 we can plan on a timeline for the initial distribution.” (Evid. Hrg. Exhibit 14, at 0056.)  
19 Dzubla stated: “The **minimum raise for the Front Sight project is \$25m.** At \$500k  
20 per investor, that requires **50 investors only.** Once we have the \$25m in escrow and the  
21 loan documents have been signed (**presumably within the next few days**), **we will**  
22 **disburse 75% of that to you.**” (Evid. Hrg. Exhibit 14, at 0056 (emphasis added).)
- 23 • In an e-mail string between January 27 and 31, 2016, Dziubla represented that Ethan  
24 Devine, who was starting with Defendants on February 1, 2016, had raised **\$30 million**  
**in EB-5 financing in just four months.** (Evid. Hrg. Exhibit 15, at 0060 (emphasis  
added).)
- On May 5, 2016, Defendant Fleming also used his EB5IC email to adopt the notion that  
the EB-5 fundraiser would be for \$75 million by delivering marketing materials (as a PDF  
attachment to the email to Front Sight) stating that “**Las Vegas Development Fund LLC**  
**(‘Fund’) will raise \$75 million USD** in EB-5 Funding” and “Fund will lend **the \$75**  
**million** (‘Loan’) to the Developer for a 5-year term (subject to a two year extension).”  
(See e-mail correspondence dated May 5, 2016, attached hereto as **Exhibit 17**, at FS  
04587, 04589, 04611 (emphasis added).)
- On May 12, 2016, Defendants Dziubla and Fleming sent an e-mail to Front Sight setting  
forth three “choices” it claimed Front Sight must choose from: (1) “[c]all it a day, shake  
hands, and part ways as friends,” meaning that Defendants would keep the hundreds of  
thousands of dollars Front Sight had already paid Defendants with nothing of substance  
in return, (2) restructure the capital stack, including restructuring the capital stack, and (3)

1 selling the regional center – which Front Sight had already paid \$277,000 for – to Front  
2 Sight. (Evid. Hrg. Exhibit 53.)

3 **THE TRUTH: DEFENDANTS HAD NO EXPERIENCE RAISING EB-5 FUNDS AND**  
4 **DID NOT EVEN COME CLOSE TO RAISING THE PROMISED \$150 MILLION, \$75**  
5 **MILLION, OR \$50 MILLION.**

- 6 • Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3,  
7 2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
- 8 • Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].”  
9 (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and  
10 Fleming’s first project.
- 11 • Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight  
12 Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience  
13 in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
- 14 • It is undisputed that Defendants only provided Front Sight \$6.3 million.
- 15 • Defendants claim to have raised an additional \$1.5 million to \$2 million but concealed  
16 from Front Sight that they had received the funds. Then, when Front Sight learned of the  
17 funds, Defendants refused to provide those funds to Front Sight despite the absence of  
18 any breaches at the time the money came in. (June 3, 2019 Evid. Hrg. Tr., p. 156, l. 2 –  
19 p. 158, l. 13.)
- 20 • Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the  
21 year before the April 7, 2012 e-mail, Dziubla and Fleming failed to inform Front Sight  
22 that NONE of those transactions involved EB-5 financing. Defendant Dziubla testified  
23 that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p.  
24 38.)
- Despite their repeated representations of how much they would raise, Dziubla and  
Fleming had “no idea” how much money they would really be able to raise. (June 3,  
2019 Evid. Hrg. Tr., p. 169.)
- Defendants still did NOT disclose that they accounted for exactly \$0 of the \$1.2 billion  
raised through EB-5 in Q1 in 2012 was raised by Defendants. (June 3, 2019 Evid. Hrg.  
Tr., p. 63, l. 15 – p. 64, l. 9.)
- In setting forth these “options” in the May 12, 2016 e-mail and later during a meeting in  
Oakland, California on May 18, 2016, Defendants did nothing to correct all of the prior  
misrepresentations about Defendants’ experience and/or abilities. And then Defendants  
promised that if Front Sight agreed to change the capital stack and remove the minimum  
raise, Defendants would be able to fund the project. (September 20, 2019 Evid. Hrg. Tr.,  
p. 124.)

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- Dr. Piazza told Dziubla before Dziubla’s assurances that he could raise the full \$75 million: “Look, I don’t want to get half pregnant here. . . .I don’t want to do this until you have \$25 million to drop into our account so we can move this project forward and that you’re confident that you can do the other 25 [million dollars] and the other 25 [million dollars].’ Because it was a \$75 million deal.”
  - Front Sight’s expert witness, Catherine Holmes, Esq., opined, “The Engagement Agreement (Exhibit 5 of the Declaration) contains an estimated timeline showing that \$75 million in EB-5 financing would be raised between 4 months from the earliest expected approval of the regional center and 6 months from the latest expected approval of the regional center. **Those estimates wildly misrepresented the normal time necessary to raise \$75 million in EB-5 financing. In 2013, only the very largest and most experienced regional centers could raise that much in EB-5 financing, based upon their track record of prior successful EB-5 financings.** Most new regional centers either failed to raise any financing at all or would start with very small offerings (\$5 million to \$10 million) and gradually raise larger EB-5 financings as they become known in the EB-5 financing market. Even for well-known regional center operators, it is not unusual for an EB-5 financing, even one sponsored by an experienced EB-5 sponsor, to take a year or more before it gains acceptance in the EB-5 financing market.” (See Exhibit 4, at p. 2, ¶ 5.)
  - Ms. Holmes’ expert report directly addressed the representations that Defendants could raise \$25 million in a few months, stating, “This assurance that it would take only 4 to 5 months to raise \$25,000,000 in EB-5 financing again substantially overstates the ability of a new regional center to raise EB-5 financing.” (See Exhibit 4, at p. 2, ¶ 6.)
  - Regarding the August 11, 2015 promise to raise \$25 million “by Thanksgiving” of 2015, Ms. Holmes stated: “**This is yet another indication that Dziubla mislead Plaintiff into believing that it was possible to raise that amount of EB-5 financing within 4 months.**” (See Exhibit 4, at p. 3, ¶ 7 (emphasis added).)
  - Addressing Dziubla’s fabricated excuse for the slow sales, Ms. Holmes explained by the excuse was false: “**If Dziubla had any knowledge of the EB-5 markets, he would have known that 2015 was a year of very high market demand, and his statements that the market had slowed in 2015 were deliberately misleading.**” (See Exhibit 4, at p. 3, ¶ 8 (emphasis added).)

20

21

c. **Defendants’ lied about not getting paid until they were successful:**

22

23

24

**FALSE STATEMENTS**

- On August 7, 2015, long before money was loaned to Front Sight and without any documentation to justify the demand, Dziubla instructed Mike Meacher to deposit \$43,500 into the bank account of EB5IA to cover “marketing fees,” translation costs, and escrow costs. (Evid. Hrg. Exhibit 11, at 0045 (emphasis added).)

- 1 • On August 10, 2015, Dziubla’s demand for money increased by \$10,000 to \$53,500.  
2 (Evid. Hrg. Exhibit 11, at 0045 (emphasis added).)
- 3 • On August 11, 2015, Dziubla e-mailed Mike Meacher: “We look forward to having the  
4 \$53.5k deposited into our Wells Fargo account tomorrow.” (Evid. Hrg. Exhibit 11, at  
5 0044 (emphasis added).)

6 **THE TRUTH: DEFENDANTS COMPENSATED THEMSELVED USING MONEY  
7 FRONT SIGHT PAID FOR MARKETING SERVICES.**

- 8 • Defendant Dziubla destroyed the financial documents of Defendant EB5IA; according to  
9 him that was pursuant to a “document retention policy” that he claims allowed him to  
10 destroy the records. (June 3, 2019 Evid. Hrg. Tr., p. 48, l. 12 – p. 49, l. 20.)
- 11 • Defendant Fleming testified that no such policy existed to destroy Defendant EB5IA’s  
12 documents, and rather, testified that they kept excellent records. (November 20, 2019  
13 Evid. Hrg. Tr., p. 36, l. 4 – p. 37, l. 23.)
- 14 • After the Court ordered an accounting of EB5IA’s use of Front Sight’s funds, Defendants  
15 EB5IA and Dziubla provided some documents. The deficient records Defendants  
16 Dziubla and EB5IA provided showed Dziubla and Fleming paid themselves out of Front  
17 Sight’s funds, contrary to their representations. (See **Exhibit 6**, at p. 6, ¶ 8.)
- 18 • Defendant Dziubla admitted that Front Sight paid \$20,000 specifically for an economic  
19 study, that a professor named Sean Flynn received a 20% interest in the regional center  
20 for producing the report, and that Dziubla spent the \$20,000 on “operating expenses”  
21 instead of paying it to Sean Flynn. Defendant Dziubla did not disclose to Front Sight that  
22 he kept the money for “operating expenses.” (June 3, 2019 Evid. Hrg. Tr., p. 35, l. 11 –  
23 p. 38, l. 17.)
- 24 • Defendants’ representation that “our direct out-of-pocket cost to do an EB-5 raise is  
typically \$300k (paid upfront), as we need to engage a number of providers immediately  
as well as conduct an international roadshow,” had no basis, as Defendants Dziubla and  
Fleming had no experience with EB-5 lending. (See Evid. Hrg. Exhibit 3, at 0007; June  
3, 2019 Evid. Hrg. Tr., pp. 26, 38-39; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
- Front Sight’s expert witness, Catherine Holmes, Esq., contradicts this by stating that the  
\$300,000 Defendants represented to Front Sight is “a substantially inflated estimate of  
direct-out-of-pocket costs, and that it is not customary for an amount this large to be paid  
up front. I believe that this estimate was a misrepresentation of the true costs of an EB-5  
offering intended to mislead the Plaintiff into paying substantially more upfront than it  
would pay to a legitimate EB-5 funding provider.” (See **Exhibit 4**, at p. 1, ¶ 2 (emphasis  
added).)

- 1 • The February 14, 2013 Engagement Letter contained language regarding the  
2 establishment of a Regional Center. Ms. Holmes' expert report states, in part, "The  
3 establishment of a regional center is a highly unusual provision in an engagement letter to  
4 provide EB-5 financing to a third party, and **the cost of establishment of the regional  
5 center is, in my experience, always paid for by the owner of the regional center, not  
6 the party seeking financing.** These provisions indicate that EB5IA mislead the  
7 Plaintiff into believing that this was a normal part of an EB-5 financing, which it  
8 was not." (See Exhibit 4, at pp. 1-2, ¶ 3 (emphasis added).)
- 9 • On July 28, 2015, in an exchange with Front Sight over marketing-and-travel financing,  
10 Defendants stated, "We have worked ceaselessly getting to this stage where we have  
11 USCIS approval for the Front Sight project and can begin the marketing efforts but **are  
12 now being told that Front Sight doesn't want to pay for it. This really is our area of  
13 expertise and we know how to do it.**" (See Exhibit 7, at FS 07295-07296 (emphasis  
14 added).)
- 15 • On Wednesday, May 18, 2016, Defendants Dziubla and Fleming met with Dr. Piazza and  
16 Mike Meacher in Oakland. (Evid. Hrg. Exhibit 53; September 20, 2019 Evid. Hrg. Tr., p.  
17 120.) Defendants claimed they were "broke" and demanded Front Sight pay \$8,000 per  
18 month or they were done. (September 20, 2019 Evid. Hrg. Tr., p. 110, 120.)

19 **d. Defendants' lied about the amount of time it would take to raise the  
20 money:**

21 **FALSE STATEMENTS**

- 22 • June 29, 2014: "once we start the roadshows for the Front Sight project, ...we should have  
23 the first tranche of \$25m into escrow and ready for disbursement to the project (at the  
24 75% level, i.e. \$18.75m, as discussed) **within 4 – 5 months.**" (Evid. Hrg. Exhibit 9, at  
FS 0036 (emphasis added).)<sup>3</sup>
- August 11, 2015: "Front Sight is the **ONLY EB5 project we are handling** and of course  
receives our **full and diligent attention.** Our goal is most assuredly to have the  
**minimum raise of \$25m** (50 investors) subscribed **by Thanksgiving.**" (Evid. Hrg.  
Exhibit 11, at 0044 (emphasis added).)
- October 16, 2015: "We certainly are aiming to achieve the **\$25 [million] minimum raise  
by 12/31, but it may go to Jan. 15.**" (See e-mail correspondence dated October 16,  
2015, attached hereto as **Exhibit 18**, at FS 08064 (emphasis added).)
- December 16, 2015: Mr. Meacher inquired: Should we be concerned about the slow  
sales? In prior communications you indicated your belief that we could generate

<sup>3</sup> This was followed up with a payment from Front Sight in the amount of \$57,730.00 made on or around May 5,  
2014. (See Evid. Hrg. Exhibit 43, at TPL(1)00003, WF(2014)00036.)

1 sufficient investors for the first distribution by end of the year or January.” Dziubla  
 2 responded: “With regard to the timeline, we may still be able to achieve the **minimum**  
 3 **raise of \$25m by January 31** and thereupon begin disbursing the construction loan  
 4 proceeds to you, **but a more realistic date might be February 8**. Why that date you  
 5 ask? Because the Christmas holidays and January 1st new year holiday are rather  
 6 insignificant in China and, importantly, February 8 is the start of the Chinese New Year.  
 Chinese people like to conclude their major business decisions before the start of that 2 –  
 3 week holiday period, so we expect to see interest in the FS project growing rapidly over  
 the next couple of weeks with interested investors getting their source and path of funds  
 verification completed in January so that they can make the investment by February 8.”  
 (Evid. Hrg. Exhibit 13, at 0052 (emphasis added).)

- 7 • On January 4, 2016, Dziubla stated: “We are pushing our agents hard to have 50  
 8 investors into escrow **by February 29**. Once we have the 50 investors into escrow with  
 the Minimum Raise achieved, **we will disburse the initial \$18.75m** to you and then  
 9 continue with the fundraising, which is **likely to accelerate** since it has a snowball type  
 of effect. **As the funds continue to come into escrow, we will continually disburse**  
 10 **them to you.**” (Evid. Hrg. Exhibit 14, at 0056 (emphasis added).)
- 11 • Still in the January 4, 2016 e-mail, Dziubla represented: “Given that the current EB-5  
 12 legislation expires on **September 30, 2016**, at which time the minimum investment  
 amount will most likely increase to \$800k, we highly anticipate that we will have raised  
 13 **the full \$75m by then.**” (Evid. Hrg. Exhibit 14, at 0056 (emphasis added).)
- 14 • On January 26, 2016, Mr. Meacher e-mailed Dziubla requesting an update and stating:  
 “Sales seem very slow for being into the selling effort seriously for 4-5 months.” In an e-  
 15 mail string between January 27 and 31, 2016, Dziubla represented that Ethan Devine,  
 who was starting with Defendants on February 1, 2016, had raised **\$30 million in EB-5**  
 16 **financing in just four months.** (Evid. Hrg. Exhibit 15, at 0060-61 (emphasis added).)  
 This left Front Sight believing Defendants might be able to raise the \$25 million  
 minimum raise quickly.
- 17 • On January 27, 2016, Dziubla stated: “We, like you, are frustrated and annoyed with the  
 18 slow sales pace. Therefore, we are in the process of signing up four new agents and are  
 interviewing tomorrow a potential new hire for our company to act as a dedicated sales  
 19 manager.” (Evid. Hrg. Exhibit 15, at 0059 (emphasis added).)
- 20 • In setting forth the “options” in the May 12, 2016 e-mail and later during a meeting in  
 21 Oakland, California on May 18, 2016, Defendants did **nothing** to correct all of the prior  
 misrepresentations about Defendants’ experience and/or abilities. And then Defendants  
 22 promised that if Front Sight agreed to change the capital stack and remove the minimum  
 raise, Defendants would be able to fund the project. (September 20, 2019 Evid. Hrg. Tr.,  
 23 p. 124.)

24 ///



1 **THE TRUTH: DEFENDANTS STILL HAVE NOT EVEN COME CLOSE TO RAISING**  
2 **THE MONEY THEY PROMISED TO RAISE.**

- 3
- 4 • It is undisputed that Defendants provided Front Sight with only \$6.3 million.
  - 5 • Defendants always had a convenient excuse why it was not their fault they could not raise  
6 the money. (September 20, 2019 Evid. Hrg. Tr., p. 124-126.)
  - 7 • Front Sight’s expert witness, Catherine Holmes, Esq., opined, “The Engagement  
8 Agreement (Exhibit 5 of the Declaration) contains an estimated timeline showing that  
9 \$75 million in EB-5 financing would be raised between 4 months from the earliest  
10 expected approval of the regional center and 6 months from the latest expected approval  
11 of the regional center. **Those estimates wildly misrepresented the normal time  
12 necessary to raise \$75 million in EB-5 financing. In 2013, only the very largest and  
13 most experienced regional centers could raise that much in EB-5 financing, based  
14 upon their track record of prior successful EB-5 financings.** Most new regional  
15 centers either failed to raise any financing at all or would start with very small offerings  
16 (\$5 million to \$10 million) and gradually raise larger EB-5 financings as they become  
17 known in the EB-5 financing market. Even for well-known regional center operators, it is  
18 not unusual for an EB-5 financing, even one sponsored by an experienced EB-5 sponsor,  
19 to take a year or more before it gains acceptance in the EB-5 financing market.” (See  
20 Exhibit 4, at p. 2, ¶ 5.)
  - 21 • Ms. Holmes’ expert report also noted, “EB5IA could have entered into an agreement with  
22 one of several regional centers that were already approved to be sponsor projects..., but  
23 for unexplained reasons, **EB5IA chose not to enter into an agreement with an existing  
24 regional center, and instead to file a regional center application that would require  
it to delay marketing for over a year.**” (See Exhibit 4, at p. 2, ¶ 4 (emphasis added).)
  - Ms. Holmes’ expert report directly addressed the representations that Defendants could  
raise \$25 million in a few months, stating, “This assurance that it would take only 4 to 5  
months to raise \$25,000,000 in EB-5 financing again substantially overstates the ability  
of a new regional center to raise EB-5 financing.” (See Exhibit 4, at p. 2, ¶ 6.)
  - Regarding the August 11, 2015 promise to raise \$25 million “by Thanksgiving” of 2015,  
Ms. Holmes stated: “**This is yet another indication that Dziubla mislead Plaintiff into  
believing that it was possible to raise that amount of EB-5 financing within 4  
months.**” (See Exhibit 4, at p. 3, ¶ 7 (emphasis added).)
  - Addressing Dziubla’s fabricated excuse for the slow sales, Ms. Holmes explained by the  
excuse was false: “**If Dziubla had any knowledge of the EB-5 markets, he would  
have known that 2015 was a year of very high market demand, and his statements  
that the market had slowed in 2015 were deliberately misleading.**” (See Exhibit 4, at  
p. 3, ¶ 8 (emphasis added).)

- 1 • Regarding the December 16, 2015 e-mail, Ms. Holmes stated: “**This shows that Dziubla**  
2 **was continuing to misrepresent to Plaintiff that there was a possibility that at least**  
3 **\$25,000,000 would be raised by February 8, 2016.**” (See Exhibit 4, at p. 3, ¶ 9  
4 (emphasis added).)

5 e. **Defendants repeatedly and persistently concealed the true status of**  
6 **the EB-5 fundraiser from Front Sight:**

7 **FALSE STATEMENTS**

- 8 • On August 5, 2015, Mike Meacher and Dr. Piazza requested a telephone conference with  
9 the “two Sinowel principals” to discuss the project. On August 5, 2015, Dziubla  
10 responded and declined to allow Front Sight’s representatives to speak to the agents  
11 Defendants alleged were raising EB-5 funds in China for Front Sight’s project. (Evid.  
12 Hrg. Exhibit 11, at 0046-47.)
- 13 • In an e-mail dated March 1, 2016, Mike Meacher sent an e-mail to Defendants outlining  
14 many misrepresentations Defendants had made regarding the status of the fundraising.  
15 That list includes 28 different representations about investors who were in the pipeline or  
16 prepare to imminently invest. On January 27, 2016, Dziubla stated: “We, like you, are  
17 frustrated and annoyed with the slow sales pace. Therefore, we are in the process of  
18 signing up four new agents and are interviewing tomorrow a potential new hire for our  
19 company to act as a dedicated sales manager.” (Evid. Hrg. Exhibit 16, at 0066-67.)

20 **THE TRUTH: DEFENDANTS KEPT FRONT SIGHT IN THE DARK.**

- 21 • On August 6, 2015, Front Sight requested “progress emails every couple of weeks as to  
22 brokers signed up in various countries and investors located and closed.” (Evid. Hrg.  
23 Exhibit 11, at 0046-47.)
- 24 • At no time prior to this litigation did Defendants let Front Sight know the truth about  
their lack of experience.
- In an e-mail dated May 12, 2016, Defendants stated that if Front Sight chose “option”  
number 1, the first thing they must do is “refund the EB5 money that is in escrow.”  
(Evid. Hrg. Exhibit 53.)
- In setting forth the “options” in the May 12, 2016 e-mail and later during a meeting in  
Oakland, California on May 18, 2016, Defendants did nothing to correct all of the prior  
misrepresentations about Defendants’ experience and/or abilities. And then Defendants  
promised that if Front Sight agreed to change the capital stack and remove the minimum  
raise, Defendants would be able to fund the project. (September 20, 2019 Evid. Hrg. Tr.,  
p. 124.)
- While Plaintiff and the Court assume there are indeed immigrant investors, Defendants  
have never proven such investors actually exist, including when any given investor



1 actually had placed funds in escrow. Plaintiff has repeatedly requested this information  
2 in discovery.

3 **3. Fraudulent Use of Front Sight's Funds by Defendants**

4 Defendants fraudulently used Front Sight's funds as well. These facts are essentially the  
5 same as those related to the claim for Conversion, as set forth below.

6 **B. FACTS RELATED TO CONVERSION**

7 The facts related to Conversion are undisputed. The parties do not materially dispute  
8 that Front Sight paid Defendants hundreds of thousands of dollars (Dr. Piazza testified Front  
9 Sight paid a total of approximately \$522,000) to create the regional center, market the project,  
10 and raise the money. (September 20, 2019 Evid. Hrg. Tr., pp. 116, 186.)

11 The Court will recall that it granted Front Sight's Motion for Accounting as to Defendant  
12 EB5IA. Defendant Dziubla admitted that he "tossed" Defendant EB5IA's financial records,  
13 apparently pursuant to some unwritten document retention policy. (June 3, 2019 Evid. Hrg. Tr.,  
14 p. 48, l. 15; November 20, 2019 Evid. Hrg. Tr., pp. 46-47.) Of course, Defendant Fleming  
15 contradicted that testimony entirely when he testified that he and Dziubla kept "excellent records  
16 of all funds and the records are complete....We had excellent accounting." (November 20, 2019  
17 Evid. Hrg. Tr., p. 34, ls. 20-22.) Later, Defendant Fleming testified that they "kept very good  
18 records on all expenditures" related to Defendant EB5IA. (November 20, 2019 Evid. Hrg. Tr., p.  
19 36, ls. 6-7.)

20 Nevertheless, the documentation provided by Defendants EB5IA and Dziubla is not a  
21 proper accounting. Nevertheless, it is undisputed that Defendants Dziubla, Fleming, and EB5IA  
22 have converted Front Sight's funds. Even the printed copies of what Defendants allege are  
23 QuickBooks records are suspect, and Defendants have refused to provide the electronic backup  
24 for verification.

1 Plaintiff has hired Douglas S. Winters, CPA, as an expert witness and forensic  
2 accountant. Although, Mr. Winters is not able to complete his analysis of how Defendants,  
3 including EB5IA, Fleming, and Dziubla, spent Front Sight's money, the partial documents  
4 provided by Defendants show they converted Front Sight's property. Mr. Winters notes that  
5 EB5IA has not produced the following:

- 6 - An electronic copy of its Quick Books accounting records;
- 7 - Balance sheets;
- 8 - General ledger reports;
- 9 - Cash receipts or disbursement journals;
- 10 - All cancelled checks;
- 11 - Deposit slips;
- 12 - Expense reports or expense reimbursement requests with supporting  
13 documentation;
- 14 - Invoices, receipts, statements, or other documents customarily maintained  
15 as support for cash receipts and disbursements.

16 (See **Exhibit 6**, at pp. 2-3.) Mr. Winters goes on to provide an analysis of Dziubla's April 3,  
17 2019 Declaration and the accompanying Quickbooks. He noted the following (using the same  
18 paragraph numbers as Defendant Dziubla used in his April 3, 2019 Declaration about the alleged  
19 QuickBooks records):

- 20 4. Budget: Mr. Dziubla declares "The Budget contemplated that Plaintiff  
21 Front Sight would pay EB5IA a total of \$277,230 to develop, structure and  
22 implement an EB5 financing platform." The \$277,230 Budget includes  
23 both the fee that Front Sight agreed to pay and the estimated expenses.  
24 The Budget was not a set amount that Front Sight owed EB5IA.
6. Exhibit B is list of funds that EB5IA received from Plaintiff totaling  
\$336,730. Mr. Dziubla references the Wells Fargo ("WF") bank  
statements that were produced. I compared Exhibit B with the WF  
statements and found that the second item on Exhibit B, a deposit dated  
December 2, 2013 in the amount of \$24,500 is not on the WF statements.  
The EB5IA production of Wells Fargo ("WF") statements begins with  
WF(2013)00001 which covers December 1 to December 31, 2013. It is  
possible that it was deposited into the account in November 2013 and  
entered into Quick Books in December 2013.

1 7. Exhibit C is, according to the Declaration, purportedly “a transaction ledger  
2 from Quickbooks.” I note that the pages lack headings or footings  
customarily found on Quick Books reports.

3 Mr. Dziubla declared that the payments totaling \$359,826.95 are “the  
4 expenses that were payable by the Plaintiff.”

5 Following Exhibit D of Mr. Dziubla’s Declaration are copies of bills and  
6 invoices as support of some of the amounts listed on Exhibit C. Attached  
7 hereto as Schedule 1 is a list of 37 payments totaling \$113,650.73 from  
Exhibit C for which I found supporting invoices. I have been unable to  
find invoices or other documents as support for the other entries on  
Exhibit C.

8 As mentioned above, according to the February 14, 2013 agreement  
9 between EB5IA and Front Sight, Front Sight was to pay of fee of \$36,000  
10 plus reimburse EB5IA for expenses. Schedule A to the agreement states  
“Borrower shall be responsible for payment of lender’s reasonable  
expenses.”

11 To support reimbursement of expenses, it is a well-established business  
12 practice and custom to maintain and provide support for all reimbursable  
13 expenses. Mr. Dziubla claims he has substantial business experience and  
should be well familiar with customary expense documentation  
requirements.

14 (See **Exhibit 6**, at pp. 3-4.) With regard to Defendants EB5IA and Dziubla’s duty to retain  
15 financial records for Defendant EB5IA, Mr. Winters also references IRS Publication 463, which  
16 provides:

17 “Documentary evidence ordinarily will be considered adequate if it shows the  
18 amount, date, place, and essential character of the expense.

19 For example, a hotel receipt is enough to support expenses for business travel if it  
has all of the following information.

20 The name and location of the hotel.

21 The dates you stayed there.

22 Separate amounts for charges such as lodging, meals, and telephone calls.

23 A restaurant receipt is enough to prove an expense for a business meal if it has all  
24 of the following information.

1 The name and location of the restaurant.

2 The number of people served.

3 The date and amount of the expense.

4 If a charge is made for items other than food and beverages, the receipt must show  
that this is the case.

5 Canceled check.

6 A canceled check, together with a bill from the payee, ordinarily establishes the  
7 cost. However, **a canceled check by itself doesn't prove a business expense**  
8 **without other evidence to show that it was for a business purpose.**  
(Emphasis in original.)

9 (See **Exhibit 6**, at pp. 4-5.)

10 After a brief reference to Mr. Dziubla's evidentiary hearing testimony, Mr. Winters  
11 provides the following analysis:

12 In my opinion, EB5IA has produced documents to support \$113,650.73 of  
expenses.

13 I compared the entries on Exhibit C with the WF statements. Attached hereto as  
14 Schedule 2 is a list of over 700 entries totaling \$86,406.71 of withdrawals on the  
WF bank statements that were not listed on Exhibit C.

15 8. **Exhibit D is a list of \$44,300 capital infusion. That bank deposits on**  
16 **Exhibit D also included on the last page of Exhibit C which shows that**  
17 **\$44,500 was deposited into WF and that \$76,850 was paid out, for a**  
**net decrease of \$32,550.**

18 **The \$76,850 was paid to Kenworth Capital \$56,975; Legacy Realty**  
**Capital Inc. \$17,875; and Robert Dziubla \$2,000.**

19 (See **Exhibit 6**, at p. 6 (emphasis added).)

20 Finally, Mr. Winters provided the following opinion:

21 EB5IA produced documentation for expenses totaling \$113,650.73. \$105,142.73  
22 of that amount was paid out before October 6, 2016. Through that date Front  
23 Sight had paid EB5IA \$249,730. **The Front Sight payments to EB5IA exceed**  
**the documented expenses by \$144,587.27 through October 6, 2016.**

1 The accounting prepared by and produced by does not reconcile with the WF  
2 bank accounts. The EB5IA accounting of its disbursements on Exhibit C of Mr.  
3 Dziubla’s accounting totals \$359,826.95. The total deposits and disbursements  
4 from the WF accounts total \$482,932.25. **The EB5IA accounting of its  
disbursements differs from the WF bank activity by \$86,408.71** (see Statement  
5 1). **The EB5IA accounting of deposits differs from the WF bank deposits by  
6 \$130,934.30.**

7 It is my opinion that the EB5IA has failed 1) to provide a complete or accurate  
8 accounting, 2) to provide documentation for the expenses that it charged Front  
9 Sight, and 3) to maintain adequate receipts and other records to support its  
10 expenses.

11 (See **Exhibit 6**, at pp. 6-7 (emphasis added).)

12 As Mr. Winters pointed out, there is a significant question as to the authenticity of the  
13 QuickBooks records, as they do not actually appear to be normal QuickBooks records.  
14 Additionally, conspicuously absent from the allegedly “complete accounting” is a Balance Sheet.  
15 Finally, at the behest of Mr. Winters, Plaintiff requested the electronic backup to the QuickBooks  
16 records so that Plaintiff could verify the records. The following is the request and the response  
17 received from Defendant EB5IA:

18 **REQUEST NO. 97:**

19 Please provide an **electronic backup** copy of the QuickBooks attached to  
20 “Updated Declaration of Robert W. Dziubla Re – Accounting” signed on April 3,  
21 2019 (Exhibit 46 to the Evidentiary Hearing).

22 **RESPONSE TO REQUEST NO. 97:**

23 Responding Party objects to this Document Request on grounds that it is  
24 **vague and ambiguous as to “backup;”** it is **burdensome, oppressive** and only  
meant to harass Responding Party because it seeks documents that are already in  
possession of Requesting Party; and it purports to require Responding Party to  
disclose information that is a **trade secret, confidential, proprietary,  
commercially sensitive, or information that is protected by rights of privacy.**

(Defendant EB5IA’s Responses to Plaintiff’s Third Set of Requests for Production of  
Documents, attached hereto as **Exhibit 19** (emphasis added).) The Court will note that these are  
essentially the same frivolous objections Defendants asserted as to each and every other Request

1 for Production of Documents that has been sent to Defendants. These contradictory objections –  
2 *i.e.*, has the information already been provided or will it not be provided because it is proprietary  
3 and confidential – are absurd. And the request is certainly not burdensome or oppressive.  
4 Defendant Dziubla should be able to provide that information immediately with the push of a  
5 button – unless of course he destroyed that evidence too!

6 At this point, Defendants cannot provide any evidence to refute the evidence that they  
7 converted Front Sight’s funds. Front sight is entitled to partial summary judgment on the issue  
8 of liability on its conversion claim. Front Sight will prove up its damages later.

### 9 **C. FACTS RELATED TO CIVIL CONSPIRACY**

10 It is undisputed that Defendants acted in concert to achieve their unlawful objective.  
11 Defendant Dziubla is or was the President and CEO of Defendants EB5IA, EB5IC, and LVDF.  
12 (June 3, 2019 Evid. Hrg. Tr., p. 26, l. 23 – p. 27, l. 8; p. 28, ls. 9-11.) During the relevant period  
13 related to this litigation, Defendant Fleming was an owner and an equal partner with Defendant  
14 Dziubla of Defendants LVDF, EB5IA and EB5IC. (November 20, 2019 Evid. Hrg. Tr., p. 15, l.  
15 20 – p. 16, l. 2; p. 26, ls. 16-22.) Defendants Dziubla and Fleming controlled the daily  
16 operations of the Entity Defendants; “[i]t was a two-person operation. (June 3, 2019 Evid. Hrg.  
17 Tr., p. 30, ls. 11-12.)

18 Defendant Stanwood’s involvement appears to be less significant, although Dziubla  
19 claimed that Defendant Stanwood “has been working informally with us for several years and is  
20 quite familiar with the EB5 business.” Defendant Dziubla stated that Stanwood “has been  
21 working with us on a formal and full time basis since January 1[, 2018].” (Evid. Hrg. Exhibit 1.)  
22 During the evidentiary hearing, Ms. Stanwood testified that she was senior vice president for  
23 Defendant LVDF. (July 23, 2019 Evid. Hrg. Tr., p. 19, ls. 5-23.) Ms. Stanwood further testified  
24

1 she had no involvement with Defendant EB5IA and did not engage in any marketing of the Front  
2 Sight project. (July 23, 2019 Evid. Hrg. Tr., p. 21, ls. 8-15.) Defendant Stanwood is still listed  
3 as Senior Vice President. (See printout of Defendant's webpage, attached hereto as **Exhibit 20**.)

4 As set forth above, Defendants Dziubla and Fleming worked in concert, individually and  
5 on behalf of the Entity Defendants, to achieve their individual, unlawful purposes. The facts set  
6 forth in the sections related to the fraud and conversions claims make this evident and are all  
7 relevant to this claim as well.

8 **D. FACTS RELATED TO BREACH OF CONTRACT**

9 In addition to the rampant fraud that induced Front Sight into entering into the  
10 Construction Loan Agreement, Defendant LVDF, through Defendants Dziubla, Fleming, and  
11 Stanwood, has made every effort to thwart the Front Sight project and make it impossible for  
12 Front Sight to complete the project. Defendant Dziubla, on behalf of LVDF, has admitted the  
13 following blatant breaches of the Construction Loan Agreement:

- 14 1. Defendants never came close to raising the \$75 million promised. It is undisputed  
15 that Defendant LVDF has only loaned \$6.375 million. (June 3, 2019 Evid. Hrg.  
16 Tr., p. 157.)
- 17 2. Long before Front Sight's alleged default under the Construction Loan  
18 Agreement, Defendants stopped marketing the Front Sight Project.
  - 19 a. Between the end of 2017 and when Dziubla dissolved Defendant EB5IA, long  
20 before Defendants made their frivolous claims of breach, Defendants Dziubla,  
21 Fleming, EB5IA, and LVDF were not marketing the Front Sight project.  
22 (June 3, 2019 Evid. Hrg. Tr., p. 32, ls. 11-15). Defendants Dziubla and  
23 Stanwood, as representatives of Defendant LVDF, were supposed to be  
24

1 marketing the project.

2 b. Dziubla testified that Defendant LVDF took over the marketing of the Front  
3 Sight project when the Construction Loan Agreement was signed. (June 3,  
4 2019 Evid. Hrg. Tr., p. 135, ls. 21-25). But again, Defendants were not  
5 marketing after 2017, even though they were receiving money from Front  
6 Sight specifically for marketing purposes.

7 c. Dziubla claimed that the engagement letter with EB5IA was extended on a  
8 “gentlemen’s basis” before Defendant LVDF took over. (June 3, 2019 Evid.  
9 Hrg. Tr., p. 136).

10 d. But Fleming said the regional center took over the responsibility for  
11 marketing after the CLA was signed. (November 20, 2019 Evid. Hrg. Tr., p.  
12 36, ls. 15-18.)

13 3. LVDF failed to comply with its contractual obligation to give 5-days’ notice as to  
14 the \$1 million - \$2 million it is currently holding in escrow. The Construction  
15 Loan Agreement requires LVDF to “advise Borrower [Front Sight] within five (5)  
16 business days every time Lender [LVDF] has received a new EB-5 Investor’s  
17 funds into the Escrow Account,” clearing the way for Front Sight to request an  
18 Advance from LVDF. (Evid. Hrg. Exhibit 33, at § 3.1.)

19 a. Dziubla testified he held back \$1 million - \$2.0 million (2-4 investors) a  
20 month or longer before he even alleged Front Sight was in default. (June 3,  
21 2019 Evid. Hrg. Tr., pp. 156-57).

22 b. Dziubla claimed he did not provide the money because of lack of information,  
23 and because Front Sight had not provided a draw request. Dziubla and LVDF  
24



1 had never required a draw request before. (June 3, 2019 Evid. Hrg. Tr., p.  
2 157).

3 c. This failure to notify constituted a material breach of LVDF's obligations  
4 under the Construction Loan Agreement that resulted in \$1 million to \$2  
5 million less being loaned to Front Sight more than a year before the  
6 Completion Date pertaining to the Project as set forth in the Construction  
7 Loan Agreement.

8 4. Dziubla has admitted his purpose is to take over Front Sight's property and  
9 project, and then raise the money and complete the project himself – that is, he  
10 intends to raise the money he has failed to raise on Front Sight's behalf and  
11 having spent Front Sight's money purportedly to raise the money he has thus far  
12 failed to raise. (June 3, 2019 Evid. Hrg. Tr., p. 148, ls. 5-20.)

13 5. Dziubla has not facilitated the filing of the I-829 petitions by the immigrant  
14 investors. If Dziubla had truly been trying to help the immigrant investors and/or  
15 to protect their money, he would have honestly evaluated the Front Sight project,  
16 hired an economist who knew what he was doing, and advised the immigrant  
17 investors almost immediately that they should submit their I-829 petitions to the  
18 USCIS for approval.

19 a. Front Sight had already created plenty of jobs when the first money came in  
20 between October 2016 and June 30, 2017.

21 b. Each of those investors could have submitted their I-829 petitions long ago,  
22 had Dziubla so advised them. They failed to do so in order to allow  
23 Defendant LVDF – run by Dziubla – to collect \$36,000 per month in interest  
24

1 payments and to fund this litigation using Front Sight's own money. (June 3,  
2 2019 Evid. Hrg. Tr., pp. 160-161.) And all of this while Dziubla and  
3 Defendant EB5IA were accepting marketing payments from Front Sight even  
4 though they had stopped marketing the project.

5 **E. FACTS RELATED TO BREACH OF COVENANT OF GOOD FAITH AND FAIR**  
6 **DEALING**

7 The facts set forth in Section D above (related to Breach of Contract) also apply here, and  
8 they are undisputed.

9 **F. FACTS RELATED TO NEGLIGENT MISREPRESENTATION**

10 The facts set forth above related to the fraud perpetrated upon Front Sight by Defendants  
11 apply here as well, but only in the event the Court finds the representations were unintentional  
12 and made without reasonable care.

13 **G. FACTS RELATED TO ALTER EGO CLAIMS**

14 Front Sight also seeks a ruling from this Court that the elements of alter ego have been  
15 met. The undisputed facts show that all three elements for the application of the alter ego  
16 doctrine are met:

- 17 1. The Entity Defendants are influenced and governed by Defendants Dziubla,  
18 Fleming, and Stanwood.
  - 19 a. Dziubla is (or was) the President and CEO of all three Entity Defendants.
  - 20 b. Until at least the end of 2017, Defendant Fleming was 50/50 partners with  
21 Defendant Dziubla and the Entity Defendants. (November 20, 2019 Evid.  
22 Hrg. Tr., pp. 16, 26.)
  - 23 c. Dziubla and Fleming were the only officers before Fleming left at the end of  
24 2017.

1 d. Dziubla described the Entity Defendants as a “two man operation” (although  
2 this is contrary to many of his fraudulent representations, which left the  
3 impression Dziubla and company had many resources). (June 3, 2019 Evid.  
4 Hrg. Tr., p. 30.)

5 e. According to Dziubla’s May 12 2018 e-mail, Stanwood worked on a “formal  
6 and full time basis” as the Senior Vice President of LVDF from January 1,  
7 2018 forward, and had worked with the Entity Defendants “informally for  
8 several years.” (Evid. Hrg. Exhibit 1.)

9 f. Ms. Stanwood softened that representation, essentially claiming she had done  
10 nothing in furtherance of this project, but acknowledged she was the Senior  
11 Vice President of LVDF. (July 23, 2019 Evid. Hrg. Tr., pp. 19, 21.)

12 2. There is a unity of interest and ownership that is inseparable.

13 a. Again, all three individual Defendants make up the only officers the Entity  
14 Defendants have.

15 b. The three individual Defendants are the only owners of the Entity Defendants.

16 c. While the three Entity Defendants allegedly had distinct roles in moving Front  
17 Sight’s project forward, Defendants used them interchangeably.

18 d. Many of the e-mails came from an EB5IC e-mail address.

19 e. Defendants Dziubla and Fleming paid themselves money out of Defendant  
20 EB5IA and LVDF at a minimum, based on the scant accounting provided by  
21 Defendants.

22 f. Dziubla admitted he received compensation from LVDF. (June 3, 2019 Evid.  
23 Hrg. Tr., p. 131; **Exhibit 6**, at p. 6.)  
24

1 g. As set forth in the Declaration of Ignatius Piazza submitted as Exhibit 1 to  
2 Plaintiff's Renewed Motion for Appointment of Receiver and for Accounting  
3 back on November 13, 2018, Defendants used the bank accounts of EB5IA  
4 and LVDF at least somewhat interchangeably.

5 h. And Defendants Dziubla and Fleming transferred money between the entities  
6 as well. Dziubla claims he and Fleming transferred \$44,300 from EB5IC to  
7 EB5IA – although Mr. Winters explained that they did so in order to pay  
8 themselves over \$78,000. (See **Exhibit 6**, at p. 6.)

9 3. Defendants extracted hundreds of thousands of dollars from Front Sight under  
10 false pretenses. The facts of this case, as set forth above, overwhelmingly show  
11 that adherence to the corporate fiction of a separate entity would sanction fraud or  
12 promote injustice.

13 Plaintiff Front Sight respectfully submits this Undisputed Statement of Facts for the  
14 Court's consideration in conjunction with its simultaneously-filed Motion for Partial Summary  
15 Judgment.

16 DATED this 17<sup>th</sup> day of January, 2020.

17 **ALDRICH LAW FIRM, LTD.**

18 /s/ John P. Aldrich  
19 John P. Aldrich, Esq.  
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Catherine Hernandez, Esq.  
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21 Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
22 Facsimile: (702) 227-1975  
23 *Attorneys for Plaintiff/Counterdefendants*  
24

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 17<sup>th</sup> day of January, 2020, I caused the foregoing  
3 **STATEMENT OF UNDISPUTED FACTS** to be electronically filed and served with the Clerk  
4 of the Court using Wiznet which will send notification of such filing to the email addresses  
5 denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on  
6 the Electronic Mail Notice List, to the following parties:

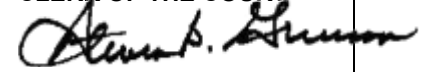
7 Anthony T. Case, Esq.  
8 Kathryn Holbert, Esq.  
9 FARMER CASE & FEDOR  
2190 E. Pebble Rd., Suite #205  
Las Vegas, NV 89123

10 C. Keith Greer, Esq.  
11 16855 West Bernardo Drive, Suite 255  
San Diego, CA 92127

12 *Attorneys for Defendants/Counterclaimant*

13  
14 /s/ T. Bixenmann  
15 An employee of ALDRICH LAW FIRM, LTD.  
16  
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# EXHIBIT 13



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**ORDR**

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Nevada Bar No. 6621  
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*Attorneys for Defendants*  
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EB5 IMPACT CAPITAL REGIONAL CENTER  
LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

Defendants.

Case No. A-18-781084-B

Dept. No. XVI

**ORDER GRANTING DEFENDANTS'  
MOTION FOR PROTECTIVE ORDER  
REGARDING THE DEFENDANTS'  
PRIVATE FINANCIAL INFORMATION**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

**BAILEY ❖ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 This matter came before the Court on June 24, 2020, at 1:30 p.m. on Defendants’ Motion for  
2 Protective Order Regarding the Defendants’ Private Financial Information (the “Motion”). John P.  
3 Aldrich appeared on behalf of Plaintiff Front Sight Management LLC (“Front Sight”); and Andrea  
4 M. Champion appeared on behalf of Defendants and Counterclaimant Las Vegas Development  
5 Fund, LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact Advisors, LLC, Robert W.  
6 Dziubla, Jon Fleming, and Linda Stanwood (the “EB5 Parties”). The Court having reviewed the  
7 pleadings on file herein, having heard oral argument by the parties, and for good cause appearing  
8 therefore,

9 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is GRANTED.

10 The Court finds that, with the exception of EB5 Impact Advisors, LLC, the EB5 Parties’  
11 private, financial information is not relevant to Front Sight’s fraudulent misrepresentation and  
12 breach of contract claims. Therefore, the Court finds that Front Sight is not entitled to financial  
13 information from Las Vegas Development Fund, LLC, EB5 Impact Capital Regional Center, Robert  
14 W. Dziubla, Jon Fleming, or Linda Stanwood.

15 The Court does not, at this time, address whether Front Sight may seek additional  
16 information that relates to marketing fees paid by Front Sight to EB5 Impact Advisors, LLC, or  
17 whether all such information has been previously produced.

18 **IT IS SO ORDERED** this 9th day of July, 2020.

19  
20   
21 HONORABLE TIMOTHY C. WILLIAMS  
22 DISTRICT COURT JUDGE CG  
23  
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Respectfully submitted by:  
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Approved as to form and content:  
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CENTER LLC; EB5 IMPACT ADVISORS  
LLC; ROBERT W. DZIUBLA; JON  
FLEMING; and  
LINDA STANWOOD

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## Jennifer Kennedy

---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Sent:** Tuesday, July 7, 2020 5:00 PM  
**To:** Andrea Champion; 'Traci Bixenmann'  
**Cc:** Joshua Dickey; John Bailey; Jennifer Kennedy; Rebecca Crooker  
**Subject:** RE: Front Sight v. LVDF: Proposed Order on Motion for Protective Order

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Andi,

I do not have any changes to the proposed order. You may affix my e-signature. Thanks.

John P. Aldrich, Esq.  
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**WE HAVE MOVED!** Please note our new address above.

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---

**From:** John Aldrich [mailto:jaldrich@johnaldrichlawfirm.com]  
**Sent:** Tuesday, July 7, 2020 6:14 AM  
**To:** 'Andrea Champion'; 'Traci Bixenmann'  
**Cc:** 'Joshua Dickey'; 'John Bailey'; 'Jennifer Kennedy'; 'Rebecca Crooker'  
**Subject:** RE: Front Sight v. LVDF: Proposed Order on Motion for Protective Order

Good morning Andi,

I will get back to you on this today.

John P. Aldrich, Esq.  
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# EXHIBIT 14

1 CASE NO. A-18-781084-B

2 DOCKET U

3 DEPT. XVI

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DISTRICT COURT

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CLARK COUNTY, NEVADA

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\* \* \* \* \*

9

FRONT SIGHT MANAGEMENT LLC, )

10

Plaintiff, )

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vs. )

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LAS VEGAS DEVELOPMENT FUND LLC, )

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Defendant. )

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REPORTER'S TRANSCRIPT

16

OF  
PRELIMINARY INJUNCTION HEARING

17

18

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

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DISTRICT COURT JUDGE

20

21

DATED MONDAY, JULY 22, 2019

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REPORTED BY: PEGGY ISOM, RMR, NV CCR #541

25

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09:46:03 1 MR. ALDRICH: Yeah. So we made those  
2 requests. Those are not due until Wednesday. The  
3 Court may recall we -- as we had that discussion, there  
4 was a discussion about moving the hearing so that I  
09:46:14 5 could have the documents. Defendants objected to that,  
6 so we're here still going forward on the documents that  
7 I have.

8 And then the defendants served requests on  
9 us -- Wednesday last week?

09:46:27 10 MS. BIXENMANN: I believe so, yeah.

11 MR. ALDRICH: Around Wednesday of last week.  
12 I believe ours are due on the 31st, if I'm not  
13 mistaken, our responses to their requests for  
14 production of documents.

09:46:36 15 MR. GREER: A carefully tailored 40 requests.

16 THE COURT: Here's my next question. And then  
17 we'll get to the testimony.

18 Hypothetically, after the written discovery is  
19 done, how much -- and in a way, since we have a  
09:46:55 20 preliminary injunction hearing, we have testimony under  
21 oath, that could potentially slow down or I should say  
22 truncate the length of any depositions in this case,  
23 because I would anticipate the depositions would be  
24 limited to maybe something that came up as a result of  
09:47:14 25 a request for production of documents you might have

09:47:17 1 questions on, but there's so much other background and  
2 other type of information you already have.

3 So how much deposition discovery do you think  
4 you have in this case? I realize there will be experts  
09:47:28 5 potentially.

6 MR. ALDRICH: There will be experts. There  
7 are some other witnesses -- third-party witnesses that  
8 we would want to take some depositions of.

9 As I'm standing here today, I don't want to  
09:47:39 10 limit myself --

11 THE COURT: No, I understand.

12 MR. ALDRICH: -- but certainly if I talked to  
13 Mr. Dziubla for most of the day last time and most of  
14 the day today, I certainly recognize that I'm going to  
09:47:49 15 need to justify additional deposition time.

16 THE COURT: Yes. Well, my whole point is I  
17 would anticipate if there is additional deposition  
18 time -- for example, you don't have the documents yet.

19 MR. ALDRICH: Correct.

09:47:59 20 THE COURT: And something could come up in the  
21 documents you might want to know about. I could see  
22 where that could be potentially a line of inquiry any  
23 lawyer may have. Right. That's just how it is.

24 So I'm kind of looking at it, I'm looking at  
09:48:12 25 this case because, you know, as I was thinking about



09:48:14 1 this case earlier this morning, I was saying to myself,  
2 wow, we could have potentially be conducting voir dire  
3 right now. Right? I mean --

4 MR. GREER: Close.

09:48:25 5 THE COURT: Yeah, close. And so I don't know  
6 how we're going to end up. But I was trying to think  
7 about efficiency; right? And understand this is  
8 business court. Was there a jury demand in this case?

9 MR. GREER: Yes.

09:48:35 10 THE COURT: Okay. And what I'm thinking is --

11 MR. GREER: The --

12 THE COURT: Go ahead.

13 MR. GREER: It wasn't solid. It was made to  
14 reserve the right -- no final decision is made. It  
09:48:44 15 might be withdrawn.

16 THE COURT: I understand. That's a right too.  
17 But my point is this, depending on where we go and so  
18 on, worse -- I'll call this worst-case scenario. To be  
19 candid, I'd like to get this case tried this year, if  
09:48:59 20 possible.

21 MR. GREER: Yeah.

22 THE COURT: You see where I'm going on that?  
23 I really and truly would. Because understand this is  
24 business court, and that gives me a lot more  
09:49:07 25 flexibility. And I do have other cases. I do have

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(Proceedings were concluded.)

\* \* \* \* \*



# EXHIBIT 15



JONES LOVELOCK

July 20, 2022

***Via E-Mail: [sgubner@bg.law](mailto:sgubner@bg.law) and [sseflin@bg.law](mailto:sseflin@bg.law)***

Steven T. Gubner, Esq.  
Susie Seflin, Esq.  
BG Law  
300 S. 4th Street, Suite 1550  
Las Vegas, NV 89101

***Re: In re Front Sight Management Ch. 11 Bankruptcy Case No. 22-11824-abl;  
Front Sight Mgmt. LLC v. Las Vegas Development Fund LLC – Adversary  
Case No. 22-01116 (ABL) (previously before the Eighth Judicial District  
Court under Case No. A-18-781084-B)***

Dear Mr. Gubner and Ms. Seflin,

I write to confirm and follow-up from our meet-and-confer call this morning regarding the 2004 examinations and Subpoenas for Documents sent to my clients, Las Vegas Development Fund, LLC (“LVDF”) and Robert Dziubla (“Mr. Dziubla”).

It is our understanding, based on the Applications for 2004 examination filed with the Bankruptcy Court, that the Debtor’s primary purpose of the 2004 examinations and the Subpoenas for Documents is to estimate LVDF’s claim for purposes of the Chapter 11 Plan. That was confirmed during our call this morning by Ms. Seflin. However, as explained this morning, the State Court already made an estimation of the claim at \$9,741,657.57 for purposes of the Findings of Fact and Conclusions of Law and Order Granting in Part and Denying in Part LVDF’s Motion to Dissolve Temporary Restraining Order, entered on April 8, 2022. While the parties may disagree with the State Court’s estimation, either the State Court and/or the Bankruptcy Court will make a final determination as to the actual amount due and owing.

It is also our understanding from our call that your office has had limited contact with Debtor’s state counsel and has been unable to obtain documents previously produced by LVDF, Mr. Dziubla and the other Defendants in the State Action and the testimony provided by LVDF and Mr. Dziubla in the State Action and that may serve as part of the reason for the Subpoenas and 2004 examinations. As I explained during our meet-and-confer call, the EB5 Parties (LVDF, Mr. Dziubla, Ms. Stanwood, Mr. Fleming, EB5IA and

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July 20, 2022

Page | 2

EB5IC) have collectively produced approximately 32,007 documents in the State Court action. My clients have no additional documents that are responsive to the Subpoenas that are not already listed on a privilege and/or redaction log or are subject to various protective orders put into place by the State Court.

While claimed to be unaware of those protective orders before our call this morning, I understand that it is Debtor's position that he is not bound by those protective orders now that the case is before the bankruptcy court. However, I would note that those protective orders remain in place today. Consequently, Debtor's subpoenas essentially ask our clients to violate the very protective orders that they have litigated to have put in place. Our clients are understandably unwilling to violate Court Orders absent some direction from the Bankruptcy Court. In addition, I would note Debtor has previously sought reconsideration of some of those protective orders and repeatedly sought discovery on the potential EB-5 investors and EB-5 investors in violation of the June 30, 2020 Protective Order, including sending subpoenas in the State Court action to third parties that substantially mirror the Subpoenas now sent to LVDF and Mr. Dziubla in the bankruptcy action. Debtor's ability to obtain any information about potential EB-5 investors and actual EB-5 investors and information beyond the scope of the June 30, 2020 Protective Order has been argued two additional times before the State Court and both times the State Court has reaffirmed that Debtor has no right to seek any information and/or documents in violation of the June 30, 2020 Protective Order.

As a courtesy, I am attaching to this letter a copy of each of the following Protective Orders that preclude the vast majority of Debtor's requests:

- June 30, 2020 Findings of Fact and Conclusions of Law and Order Granting in Part and Denying in Part Defendants' Motion for Protective Order Regarding Discovery Of Consultants and Individual Investors' Confidential Information, attached hereto as Exhibit 1;
- July 10, 2020 Findings of Fact and Conclusions of Law and Order Granting Defendants' Motion for Protective Order Regarding the Defendants' Private Financial Information, attached hereto as Exhibit 2;
- January 25, 2021 Order Granting the EB5 Parties' Motion for Protective Order Regarding Subpoenas to Simone Williams and Ethan Devine, attached hereto as Exhibit 3;
- March 29, 2022 Order Granting Protective Order Regarding Subpoenas for Deposition and Production of Documents to Immigrant Investor #1, Immigrant Investor # 2, Immigrant Investor # 3, and Immigrant Investor # 4, attached hereto as Exhibit 4.

While the parties can certainly disagree on the applicability of the State Court's protective orders now that it has removed the case to Bankruptcy Court (and thus, seeks a new decision in front of a new judge on these same issues), during our call, you intimated that Debtor intended to seek sanctions and/or fees from my clients for refusing to violate the Protective Orders in place. We respectfully request that you reconsider that position considering the attached.

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Page | 3

While we are unsure why your office is not able to obtain the documents previously produced by my clients and the testimony already adduced in the case, we have offered to put you in touch with HOLO Discovery who is a third-party vendor that hosts LVDF's e-discovery platform (through Relativity) so that your office can obtain another copy of all documents produced by LVDF in the action.<sup>1</sup> We also offered to give you the information (i.e., dates and court reporter information) for each instance in which Mr. Dziubla provided testimony in the action so that you can obtain copies of those transcripts. During our call, you declined both offers. If the true purpose of the 2004 examinations and the Subpoenas is to obtain information to estimate LVDF's claim then we are unsure why you declined both offers.<sup>2</sup> However, as an additional overture of good faith, below is the information we had intended to provide:

- Mr. Dziubla provided testimony under oath on the Construction Loan Agreement and the substance of the competing claims and defenses in this case on the following dates:
  - o June 3, 2019 Preliminary Injunction Hearing
  - o July 22, 2019 Preliminary Injunction Hearing
  - o May 10, 2021 Deposition on behalf of EB5IA
  - o May 11, 2021 Deposition on behalf of EB5IC
  - o May 20, 2021 Deposition both individually and on behalf of LVDF
  - o October 13, 2021 Continued Deposition on behalf of LVDF<sup>3</sup>

The Preliminary Injunction Hearing transcripts should have been publicly filed in the State Court Action. Therefore, you should have both of the relevant transcripts.<sup>4</sup> Each of the above listed depositions was taken at Debtor's counsel's office and was recorded at the request of Debtor. The May 10, May 11, and May 20, 2021 depositions were transcribed, recorded, and videotaped by Depo International, LLC and the October 13, 2021 deposition was transcribed, recorded, and videotaped by Esquire Deposition Solutions.<sup>5</sup> Depo International, LLC's contact information is (702) 386-9322 and [info@depointernational.com](mailto:info@depointernational.com). Esquire Deposition Solutions' contact information is (800) 211-3376 and [EsquireSolutions.com](http://EsquireSolutions.com).<sup>6</sup> In addition, it is possible (if not likely) that Debtor may have attached copies of the depositions of Mr. Dziubla and LVDF to motions and other briefs filed in the State Court Action. As your office is now tasked with ensuring all

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<sup>1</sup> As noted in my earlier email, while BG Law has previously agreed by way of email to be bound by the Protective Order entered in the State Court Action, before our clients can agree to release any information designated as "Confidential" or "Outside Attorney Eye's Only," we do need your office to provide an executed copy of the Protective Order for our record keeping.

<sup>2</sup> During our call, you did not identify any issues on which you need to depose Mr. Dziubla or LVDF that were not already covered during his prior testimony.

<sup>3</sup> Notably, after Debtor exhausted its time deposing Mr. Dziubla, on May 27, 2021, Debtor filed a Motion for Additional Time to Depose the NRCPC 30(b)(6) Witness of LVDF. The State Court, at Debtor's request, granted Debtor additional time to depose LVDF and then did so on October 13, 2021.

<sup>4</sup> If not, copies of Court transcripts have to be requested from the Court reporter.

<sup>5</sup> We are unsure why Debtor utilized two different court reporting agencies by alas, that was Debtor's choice.

<sup>6</sup> No email address for Esquire appears on the deposition transcript although the transcript was reported by Frauke Kuo, CSR No. 6283.

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Page | 4

of those documents are downloaded and transferred to the Adversary proceeding, we trust they are in your possession, custody, and control.

Finally, recognizing that the parties may have to agree to disagree with the applicability of the above referenced Protective Orders entered by the State Court, we had proposed entering into a stipulation and order to stay discovery on the 2004 examinations and Subpoenas pending a hearing on these issues with a proposed briefing schedule to allow the parties to request an expedited hearing date. While we understand that you were not agreeable to the proposed schedule, we offered to work with you to find an agreeable briefing schedule and hearing date (and to contact the Court's clerk to request an expedited hearing date). While Ms. Seflin initially expressed concern in not having these issues resolved prior the September 1, 2022 hearing (i.e., having it heard in ordinary course), it is our understanding based on Mr. Gubner's comments made at the end of the call that it is currently Debtor's position that these issues cannot be heard on shortened time (even if that may impact Debtor's ability to amend its proposed plan or move forward with plan confirmation), that requesting the Bankruptcy Court hear this dispute any earlier than September 1, 2022 would be impossible given the importance of these issues, and that Debtor believes any request to hear these issues on shortened time would be damaging to the Debtor.

Our clients understand the Debtor's ongoing obligations to propose a cogent reorganization plan and to move forward with plan confirmation. Therefore, our offer to request a hearing in August, outside of normal course, remains. In addition, our offer to work with your office and HOLO to provide the responsive documents that were previously produced to Debtor (through its State Court counsel) also remains. Should Debtor change its mind and would like us to work with your office on either, we are happy to do so. Otherwise, we trust you will update us as to Debtor's position by tomorrow, as promised, and then our clients will move forward with preparing motions on any remaining outstanding issues.

Respectfully,

JONES LOVELOCK

A handwritten signature in cursive script that reads "Andrea M. Champion". The signature is written in black ink on a white background.

Andrea M. Champion, Esq.

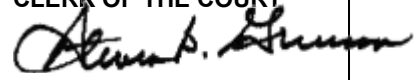
cc: Brian Shapiro, Esq.



EXHIBIT “1”

EXHIBIT “1”

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Steven D. Grierson  
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15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

23 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al,

Defendants.

Case No. A-18-781084-B  
Dept. No. XVI

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND ORDER  
GRANTING IN PART AND DENYING  
IN PART DEFENDANT’S MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS’ AND  
INDIVIDUAL INVESTORS’  
CONFIDENTIAL INFORMATION**

26 AND ALL RELATED COUNTERCLAIMS.  
27

**BAILEY ❖ KENNEDY**  
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1 This matter came before the Court on May 13, 2020, at 10:30 a.m., on Defendants Las Vegas  
2 Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional Center, LLC, EB5 Impact  
3 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood’s (collectively, the “EB5  
4 Parties”) Motion for Protective Order Regarding Discovery of Consultants’ and Individual Investors’  
5 Confidential Information (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff Front Sight  
6 Management LLC (“Front Sight”); and John R. Bailey, Andrea M. Champion, C. Keith Greer, and  
7 Kathryn Holbert appeared on behalf of the EB5 Parties. Having considered the EB5 Parties’  
8 Motion, Front Sight’s Opposition, the Reply, and having heard oral argument of the parties through  
9 their respective counsel, this Court makes the following Findings of Fact and Conclusions of Law.

10 Insofar as any conclusions of law is deemed to have been or include a finding of fact, such a  
11 finding of fact is hereby included as a factual finding. Insofar as any finding of fact is deemed to  
12 have been or to include a conclusion of law, such is included as a conclusion of law herein.

13 **FINDINGS OF FACT**

14 1. LVD Fund was formed as a new LLC for the specific purpose of raising funds from  
15 foreign investors pursuant to the federal EB-5 program. In turn, those funds were to be used to  
16 provide loan financing to Front Sight for construction of the Front Sight Project.

17 2. LVD Fund then sponsored an offering to foreign immigrant investors to finance the  
18 Project.

19 3. To market the offering, LVD Fund utilized Foreign Placement Consultants to contact  
20 potential foreign immigrant investors who may have some interest in investing in LVD Fund and  
21 promote the investment.

22 4. The foreign immigrant investors who subscribed to the offering are investors in LVD  
23 Fund; they are not investors in Front Sight.

24 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for  
25 construction of the Project as memorialized by the October 6, 2016 Construction Loan Agreement  
26 (the “CLA”).

27 ///

28 ///

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1 6. LVD Fund maintains that Front Sight breached the CLA through multiple  
2 performance defaults including, among other things, failing to provide the necessary information to  
3 support the EB5 Parties' reporting requirements.

4 7. Front Sight disputes that it breached the CLA and further contends that LVD Fund  
5 cannot enforce any alleged breaches of the CLA because the doctrine of equitable estoppel bars any  
6 such action due to the EB5 Parties' allegedly fraudulently inducing Front Sight into entering the  
7 CLA.

8 8. On September 14, 2018, Front Sight commenced this litigation.

9 9. Through discovery, Front Sight has sought information related to the foreign  
10 immigrant investors (the "Investors") as well as the Foreign Placement Consultants.

11 10. The EB5 Parties objected to each discovery request that sought information about the  
12 Investors and/or the Foreign Placement Consultants.

13 11. On September 19, 2019, Front Sight filed a Motion to Compel and for Sanctions,  
14 seeking an order to compel the EB5 Parties to provide supplemental responses to its Requests for  
15 Production of Documents, without objection.

16 12. While this Court ultimately ordered the EB5 Parties to provide additional  
17 supplemental responses to the Requests for Production of Documents, the Court did not address the  
18 EB5 Parties' privilege and confidentiality concerns in deciding Front Sight's Motion to Compel and,  
19 instead, instructed the EB5 Parties to assert any privilege(s) it may have in a privilege log and to file  
20 a motion for protective order by March 30, 2020. (*See* Order Grant. Pl.'s Mot. to Compel, filed  
21 3/25/2020.)

22 13. By stipulation, the parties later agreed to move the deadline for the EB5 Parties to file  
23 a motion for protective order from March 30, 2020 to April 13, 2020. (*See* Stip. and Order Resetting  
24 Hearings and Br. Schedule, filed 3/27/2020.)

25 14. On April 13, 2020, pursuant to the Parties' Stipulation and Order, the EB5 Parties  
26 filed their Motion to protect the disclosure of any information related to the Investors and the  
27 Foreign Placement Consultants.

28 ///

1 15. The EB5 Parties contend that information about the Investors and the Foreign  
2 Placement Consultants is irrelevant to the claims and defenses in this case, that it constitutes trade  
3 secrets, and that the protective order entered in this case is not sufficient to protect the information  
4 sought.

5 16. Front Sight contends that the EB5 Parties have waived any objections they may have  
6 to the information sought because the Motion was not timely filed. In addition, Front Sight contends  
7 that the information sought does not constitute trade secrets, is relevant to its fraudulent  
8 misrepresentation claims (specifically, that the EB5 Parties misrepresented their relationship with  
9 Foreign Placement Consultants and therefore, their ability to properly market and promote the  
10 Project), and that the information sought is sufficiently protected by the protective order entered in  
11 this case.

12 **CONCLUSIONS OF LAW**

13 1. NRCP 26(c) permits the Court, for good cause shown, to enter a protective order  
14 forbidding inquiry into certain matters, or limiting the scope of discovery to certain matters.

15 2. Generally, “[d]iscovery matters are within the district court’s sound discretion.” *Club*  
16 *Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249  
17 (2012).

18 3. NRCP 26(c) does not provide a time frame for a party to bring a motion for protective  
19 order.

20 4. Given the complex procedural history of this case, which has often led to accelerated  
21 deadlines, followed just as often by stipulations from the parties to create a more manageable  
22 deadline schedule, the Court finds that the EB5 Parties timely filed their Motion.

23 5. The Investors’ identities and investment information are not germane to the claims  
24 and defenses in this case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will not allow  
25 discovery as to the Investors.

26 6. As a result, the Court does not render a decision on the merits as to whether the  
27 investor records are privileged as trade secrets, if that privilege has been waived, if the discovery

28 ///

1 sought is proportional to the needs of the case, or whether Front Sight has demonstrated that the  
2 information sought as to the Investors is necessary.

3 7. However, limited information concerning the Foreign Placement Consultants is  
4 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history, and extent of  
5 the EB5 Parties’ prior relationship with the Foreign Placement Consultants is relevant to Front  
6 Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for  
7 potentially sourcing EB-5 investors. Consequently, notwithstanding the potential privilege and  
8 confidentiality concerns, the Court will allow limited discovery concerning the identities of the EB5  
9 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf of the  
10 EB5 Parties, the timing of the formation of those business relationships, and the degree of success  
11 those Foreign Placement Consultants achieved for the EB5 Parties in prior work.

12 **ORDER**

13 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is DENIED IN PART AND  
14 GRANTED IN PART as follows:

15 The Motion is DENIED as to the consultants; limited discovery, as set forth in Conclusion of  
16 Law No. 7, will be permitted.

17 The Motion is GRANTED as to the Investors; no discovery concerning the Investors’  
18 identities and investment information shall be permitted.

19 Dated this 30th day of June, 2020.

20  
21   
22 HONORABLE TIMOTHY C. WILLIAMS  
23 DISTRICT COURT JUDGE

CG

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1 Respectfully submitted by:

2 **BAILEY KENNEDY, LLP**

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4 /s/ Andrea M. Champion

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13 CENTER LLC; EB5 IMPACT ADVISORS

LLC; ROBERT W. DZIUBLA; JON

14 FLEMING; and

LINDA STANWOOD

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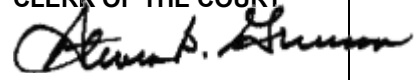
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EXHIBIT “2”

EXHIBIT “2”



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LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
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LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

Defendants.

Case No. A-18-781084-B  
Dept. No. XVI

**ORDER GRANTING DEFENDANTS'  
MOTION FOR PROTECTIVE ORDER  
REGARDING THE DEFENDANTS'  
PRIVATE FINANCIAL INFORMATION**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

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1 This matter came before the Court on June 24, 2020, at 1:30 p.m. on Defendants’ Motion for  
2 Protective Order Regarding the Defendants’ Private Financial Information (the “Motion”). John P.  
3 Aldrich appeared on behalf of Plaintiff Front Sight Management LLC (“Front Sight”); and Andrea  
4 M. Champion appeared on behalf of Defendants and Counterclaimant Las Vegas Development  
5 Fund, LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact Advisors, LLC, Robert W.  
6 Dziubla, Jon Fleming, and Linda Stanwood (the “EB5 Parties”). The Court having reviewed the  
7 pleadings on file herein, having heard oral argument by the parties, and for good cause appearing  
8 therefore,

9 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is GRANTED.

10 The Court finds that, with the exception of EB5 Impact Advisors, LLC, the EB5 Parties’  
11 private, financial information is not relevant to Front Sight’s fraudulent misrepresentation and  
12 breach of contract claims. Therefore, the Court finds that Front Sight is not entitled to financial  
13 information from Las Vegas Development Fund, LLC, EB5 Impact Capital Regional Center, Robert  
14 W. Dziubla, Jon Fleming, or Linda Stanwood.

15 The Court does not, at this time, address whether Front Sight may seek additional  
16 information that relates to marketing fees paid by Front Sight to EB5 Impact Advisors, LLC, or  
17 whether all such information has been previously produced.

18 **IT IS SO ORDERED** this 9th day of July, 2020.

19  
20   
21 HONORABLE TIMOTHY C. WILLIAMS  
22 DISTRICT COURT JUDGE CG  
23  
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Respectfully submitted by:  
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/s/ Andrea M. Champion  
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## Jennifer Kennedy

---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Sent:** Tuesday, July 7, 2020 5:00 PM  
**To:** Andrea Champion; 'Traci Bixenmann'  
**Cc:** Joshua Dickey; John Bailey; Jennifer Kennedy; Rebecca Crooker  
**Subject:** RE: Front Sight v. LVDF: Proposed Order on Motion for Protective Order

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Andi,

I do not have any changes to the proposed order. You may affix my e-signature. Thanks.

John P. Aldrich, Esq.  
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---

**From:** John Aldrich [mailto:[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)]  
**Sent:** Tuesday, July 7, 2020 6:14 AM  
**To:** 'Andrea Champion'; 'Traci Bixenmann'  
**Cc:** 'Joshua Dickey'; 'John Bailey'; 'Jennifer Kennedy'; 'Rebecca Crooker'  
**Subject:** RE: Front Sight v. LVDF: Proposed Order on Motion for Protective Order

Good morning Andi,

I will get back to you on this today.

John P. Aldrich, Esq.  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)

EXHIBIT “3”

EXHIBIT “3”

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8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 **ORDR**  
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2 Nevada Bar No. 0137  
JOSHUA M. DICKEY  
3 Nevada Bar No. 6621  
ANDREA M. CHAMPION  
4 Nevada Bar No. 13461  
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15 *Attorneys for Defendants*  
LAS VEGAS DEVELOPMENT FUND LLC; EB5  
16 IMPACT CAPITAL REGIONAL CENTER LLC;  
EB5 IMPACT ADVISORS LLC; ROBERT W.  
17 DZIUBLA; JON FLEMING; and LINDA  
STANWOOD

18  
19 DISTRICT COURT  
CLARK COUNTY, NEVADA

20 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

21  
22 Plaintiff,

23 vs.

24 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,

25 Defendants.  
26

27 AND ALL RELATED COUNTERCLAIMS.  
28

Case No. A-18-781084-B  
Dept. No. XVI

**ORDER GRANTING THE EB5  
PARTIES' MOTION FOR  
PROTECTIVE ORDER REGARDING  
SUBPOENAS TO SIMONE WILLIAMS  
AND ETHAN DEVINE AND DENYING  
FRONT SIGHT MANAGEMENT, LLC'S  
COUNTERMOTION TO CORRECT  
THE JUNE 30, 2020 ORDER GRANTING  
IN PART AND DENYING IN PART  
MOTION FOR PROTECTIVE ORDER  
OR FROM RELIEF FROM THAT SAME  
ORDER**

1           **ORDER GRANTING THE EB5 PARTIES’ MOTION FOR PROTECTIVE ORDER**  
2           **REGARDING SUBPOENAS TO SIMONE WILLIAMS AND ETHAN DEVINE AND**  
3           **DENYING FRONT SIGHT MANAGEMENT, LLC’S COUNTERMOTION TO CORRECT**  
4           **THE JUNE 30, 2020 ORDER GRANTING IN PART AND DENYING IN PART MOTION**  
5           **FOR PROTECTIVE ORDER OR FROM RELIEF FROM THAT SAME ORDER**

6           This matter came before the Court on December 2, 2020, at 9:00 a.m. on the EB5 Parties’  
7           Motion for Protective Order Regarding Subpoenas to Simone Williams and Ethan Devine (the  
8           “Motion”) and on Front Sight’s Countermotion to Correct the June 30, 2020 Order Granting in Part  
9           and Denying in Part Motion for Protective Order or for Relief from that Same Order “the  
10          Countermotion”). John P. Aldrich appeared on behalf of Plaintiff/Counterdefendants and Andrea M.  
11          Champion appeared on behalf of Defendants/Counterclaimant, the Court having reviewed the  
12          pleadings on file herein, having heard oral argument by the parties, and good cause appearing  
13          therefor,

14          **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion for Protective Order is  
15          **GRANTED.** Pursuant to the Court’s June 30, 2020 Findings of Fact and Conclusions of Law and  
16          Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order Regarding  
17          Discovery of Consultants’ and Individual Investors’ Confidential Information (the “June 30, 2020  
18          Order”), the Court has already found that only limited information concerning the Foreign Placement  
19          Consultants is relevant to Front Sight’s fraud claims—specifically, that only the nature, history, and  
20          extent of the EB5 Parties’ prior relationships with the Foreign Placement Consultants is relevant to  
21          Front Sight’s claims—and that information about the EB-5 Investors’ and potential investors  
22          (including their identities and investment information) are not germane to the claims and defenses in  
23          this case and therefore not subject to discovery. The Court’s June 30, 2020 Order stands.  
24          Accordingly, while Front Sight is entitled to depose third parties, including but not limited to Ms.  
25          Williams and Mr. Devine, any depositions Front Sight may take in this matter must be consistent  
26          with the limitations set forth in the Court’s June 30, 2020 Order.

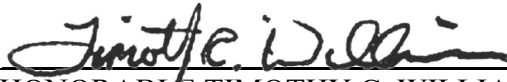
27          **IT IS ALSO ORDERED** that pursuant to the Court’s June 30, 2020 Order, Front Sight is  
28          not entitled to request that third parties, including but not limited to Ms. Williams and Mr. Devine,  
produce documents in violation of the Court’s June 30, 2020 Order.

1 Based on the foregoing, the Court **HEREBY ORDERS** that Front Sight issue new  
2 subpoenas to Ms. Williams and Mr. Devine, consistent with the limitations of the Court's June 30,  
3 2020 Order.

4 **IT IS ALSO ORDERED** that Front Sight's Counter-motion to Correct the June 30, 2020  
5 Order or alternatively requesting relief from the June 30, 2020 Order is **DENIED**.

6 **IT IS SO ORDERED.**

7 Dated this 25<sup>th</sup>  
8 Dated this 21<sup>st</sup> day of January, 2021.

9   
10 HONORABLE TIMOTHY C. WILLIAMS  
11 DISTRICT COURT JUDGE zj

12 Respectfully submitted by:

13 **BAILEY KENNEDY, LLP**

14 /s/ Andrea M. Champion  
15 \_\_\_\_\_  
16 JOHN R. BAILEY  
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*Attorneys for Defendants*  
LAS VEGAS DEVELOPMENT FUND LLC;  
EB5 IMPACT CAPITAL REGIONAL CENTER LLC;  
EB5 IMPACT ADVISORS LLC; ROBERT W.  
DZIUBLA; JON FLEMING; and  
LINDA STANWOOD

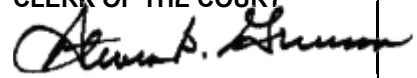
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Exhibit “4”

Exhibit “4”

Electronically Filed  
3/29/2022 3:54 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **NEOJ**  
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3 Nevada State Bar No. 11187  
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13 *Attorneys for Las Vegas Development*  
14 *Fund, LLC, EB5 Impact Capital Regional*  
15 *Center, LLC, EB5 Impact Advisors, LLC,*  
*Robert W. Dziubla, Jon Fleming and Linda Stanwood*

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

21 Plaintiff,  
22 vs.

23 LAS VEGAS DEVELOPMENT FUND LLC,  
a Nevada Limited Liability Company; et al.,

24 Defendants.

25 AND ALL RELATED COUNTERCLAIMS

CASE NO.: A-18-781084-B  
DEPT NO.: XVI

**NOTICE OF ENTRY OF ORDER  
GRANTING DEFENDANT/  
COUNTERCLAIMANTS' MOTION FOR  
PROTECTIVE ORDER RE: SUBPOENAS  
FOR DEPOSITION AND PRODUCTION  
OF DOCUMENTS TO IMMIGRANT  
INVESTOR AGENT #1, IMMIGRANT  
INVESTOR AGENT #2, IMMIGRANT  
INVESTOR AGENT #3, AND IMMIGRANT  
INVESTOR AGENT #4**

27 **PLEASE TAKE NOTICE** that an *Order Granting Defendant/Counterclaimants' Motion for*  
28 *Protective Order Re: Subpoenas for Deposition and Production of Documents to Immigrant Investor*

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 *Agent #1, Immigrant Investor Agent #2, Immigrant Investor Agent #3, Immigrant Investor Agent #4*  
2 was filed on the 29<sup>th</sup> day of March 2022, a true and correct copy of which is attached hereto.

3 DATED this 29<sup>th</sup> day of March 2022.

4 **JONES LOVELOCK**

5 /s/ Andrea M. Champion, Esq.  
6 Nicole Lovelock  
7 Nevada Bar No. 11187  
8 Sue T. Cavaco  
9 Nevada State Bar No. 6150  
10 Andrea M. Champion  
11 Nevada State Bar No. 13461  
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16 Nevada State Bar No. 10083  
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20 *Attorneys for Las Vegas Development*  
21 *Fund, LLC, EB5 Impact Capital Regional*  
22 *Center, LLC, EB5 Impact Advisors, LLC,*  
23 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

24  
25  
26  
27  
28  
**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

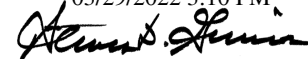
**CERTIFICATE OF SERVICE**

1  
2 The undersigned hereby certifies that on the 29<sup>th</sup> day of March 2022, a true and correct copy of  
3 the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT/  
4 COUNTERCLAIMANTS' MOTION FOR PROTECTIVE ORDER RE: SUBPOENAS FOR  
5 DEPOSITION AND PRODUCTION OF DOCUMENTS TO IMMIGRANT INVESTOR  
6 AGENT #1, IMMIGRANT INVESTOR AGENT #2, IMMIGRANT INVESTOR AGENT #3,  
7 IMMIGRANT INVESTOR AGENT #4**, was served by electronically submitting with the Clerk of  
8 the Court using electronic system and serving all parties with an email on record.

9  
10 /s/ Julie Linton  
11 An employee of JONES LOVELOCK

12  
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**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

Electronically Filed  
03/29/2022 3:10 PM



CLERK OF THE COURT

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

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6 Sue Trazig Cavaco, Esq.  
7 Nevada State Bar No. 6150  
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14 *Fund, LLC, EB5 Impact Capital Regional*  
15 *Center, LLC, EB5 Impact Advisors, LLC,*  
16 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

19 FRONT SIGHT MANAGEMENT LLC, a  
20 Nevada Limited Liability Company,

21 Plaintiff,  
22 vs.

23 LAS VEGAS DEVELOPMENT FUND LLC,  
24 a Nevada Limited Liability Company; et al.,

25 Defendants.

26 AND ALL RELATED COUNTERCLAIMS

CASE NO.: A-18-781084-B  
DEPT NO.: XVI

**ORDER GRANTING DEFENDANT/  
COUNTERCLAIMANTS' MOTION FOR  
PROTECTIVE ORDER RE: SUBPOENAS  
FOR DEPOSITION AND PRODUCTION  
OF DOCUMENTS TO IMMIGRANT  
INVESTOR AGENT #1, IMMIGRANT  
INVESTOR AGENT #2, IMMIGRANT  
INVESTOR AGENT #3, AND IMMIGRANT  
INVESTOR AGENT #4**

27 This matter having come before the Court on March 11, 2022 at 9:30 a.m. on  
28 Defendant/Counterclaimants' Motion For Protective Order Re: Subpoenas for Deposition and

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 Production of Documents to Immigrant Investor Agent #1, Immigrant Investor Agent #2, Immigrant  
2 Investor Agent #3, and Immigrant Investor Agent #4 (the “Motion”), with John P. Aldrich, Esq.  
3 appearing on behalf of Plaintiff/Counterdefendant Front Sight Management LLC and Andrea M.  
4 Champion, Esq. and Nicole E. Lovelock, Esq. appearing on behalf of Defendants/Counterclaimants  
5 Las Vegas Development Fund, LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact  
6 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood (collectively, “EB5 Parties”),  
7 the Court having reviewed the pleadings on file herein, having heard oral argument by the parties,  
8 and for good cause appearing therefor,

9 **IT IS HEREBY ORDERED** that Defendants/Counterclaimants’ Motion is **GRANTED** in  
10 its entirety. Pursuant to the Court’s June 30, 2020 Findings of Fact and Conclusions of Law and  
11 Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order Regarding  
12 Discovery of Consultants’ and Individual Investors’ Confidential Information (the “June 30, 2020  
13 Order”), the Court has already found that only limited information concerning the Foreign Placement  
14 Consultants is relevant to Front Sight’s fraud claims—specifically, that only the nature, history, and  
15 extent of the EB5 Parties’ prior relationships with the Foreign Placement Consultants is relevant to  
16 Front Sight’s claims—and that information about the EB-5 Investors’ and potential investors  
17 (including their identities and investment information) are not germane to the claims and defenses in  
18 this case and therefore not subject to discovery. The Court’s June 30, 2020 Order stands.

19 **IT IS ALSO ORDERED** that the Court’s January 25, 2021 Order Granting the EB5 Parties’  
20 Motion for Protective Order Regarding Subpoenas to Simone Williams and Ethan Devine and  
21 Denying Front Sight Management, LLC’s Countermotion to Correct the June 30, 2020 Order  
22 Granting in Part and Denying in Part Motion for Protective Order or Relief From That Same Order  
23 (the “January 25, 2021 Order”) stands.

24 **IT IS ALSO ORDERED** that pursuant to the June 30, 2020 Order and the January 25, 2021  
25 Order, Front Sight is entitled to depose third parties, including but not limited to, Immigrant Investor  
26 Agent #1, Immigrant Investor Agent # 2, Immigrant Investor Agent # 3, and Immigrant Investor  
27 Agent #4, but that any depositions Front Sight may take in this matter must be consistent with the  
28 limitations set forth in the Court’s June 30, 2020 Order and the January 25, 2021 Order.

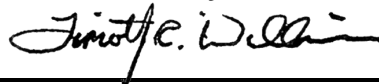
**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1           **IT IS ALSO ORDERED** that pursuant to the Court’s June 30, 2020 Order and the January  
2 25, 2021 Order, Front Sight is not entitled to request that third parties, including but not limited to,  
3 Immigrant Investor Agent #1, Immigrant Investor Agent # 2, Immigrant Investor Agent # 3, and  
4 Immigrant Investor Agent #4, produce documents in violation of the Court’s June 30, 2020 Order.

5           Based on the foregoing, the Court **HEREBY ORDERS** that Front Sight issue new subpoenas  
6 to Immigrant Investor Agent #1, Immigrant Investor Agent # 2, Immigrant Investor Agent # 3, and  
7 Immigrant Investor Agent #4, consistent with the limitations of the Court’s June 30, 2020 Order and  
8 the January 25, 2021 Order.

9           **IT IS SO ORDERED.**

Dated this 29th day of March, 2022



MH

10  
11  
12 Respectfully submitted by:

13 **JONES LOVELOCK**

14           /s/ Andrea M. Champion, Esq.  
15 Nicole E. Lovelock, Esq.  
16 Nevada State Bar No. 11187  
17 Sue Trazig Cavaco, Esq.  
18 Nevada State Bar No. 6150  
19 Andrea M. Champion, Esq.  
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21 6600 Amelia Earhart Court, Suite C  
22 Las Vegas, Nevada 89119

23 *Attorneys for Defendants/Counterclaimant*

12 **E08 9C4 ECBE 3B0D**  
13 **Timothy C. Williams**  
14 Approved as to form and content:  
15 **District Court Judge**

16 **ALDRICH LAW FIRM, LTD.**

17           /s/ John P. Aldrich, Esq.  
18 John P. Aldrich, Esq.  
19 Nevada State Bar No. 6877  
20 Jamie S. Hendrickson, Esq.  
21 Nevada Bar No. 12770  
22 7866 West Sahara Avenue  
23 Las Vegas, Nevada 89117

24 *Attorneys for Plaintiff/Counterdefendants*

**From:** [John Aldrich](#)  
**To:** [Andrea Champion](#); [Traci Bixenmann](#)  
**Cc:** [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Julie Linton](#); [Lorie Januskevicius](#)  
**Subject:** RE: FSM v. LVDF - Order on Motion for Protective Order re Immigrant Investor Agents  
**Date:** Monday, March 28, 2022 4:28:13 PM  
**Attachments:** [image001.png](#)

---

Andi,

You may affix my e-signature to your proposed order.

John P. Aldrich, Esq.  
**ALDRICH LAW FIRM, LTD.**  
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Las Vegas, Nevada 89117  
[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
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---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Friday, March 11, 2022 1:19 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>  
**Subject:** FSM v. LVDF - Order on Motion for Protective Order re Immigrant Investor Agents

John,

Attached is the proposed order on the motion for protective order that was heard today. Please provide any proposed revisions you may have or confirm that we may affix your e-signature to the order as drafted.

Thanks,  
Andi



1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Front Sight Management LLC,  
7 Plaintiff(s)

CASE NO: A-18-781084-B

8 vs.

DEPT. NO. Department 16

9 Las Vegas Development Fund  
10 LLC, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 3/29/2022

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18 Kathryn Holbert	kholbert@farmercase.com
19 Lorie Januskevicius	ljanuskevicius@joneslovelock.com
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21 Dianne Lyman	dianne.lyman@greerlaw.biz
22 John Aldrich	jaldrich@johnaldrichlawfirm.com
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Julie Linton	jlinton@joneslovelock.com
Georlen Spangler	jspangler@joneslovelock.com
Andrea Champion	achampion@joneslovelock.com

# EXHIBIT 16



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Steven T. Gubner  
(818) 827-9118 Direct  
(818) 827-9090 Direct Fax  
[sgubner@bg.law](mailto:sgubner@bg.law)

July 21, 2022

VIA EMAIL

Andrea Champion  
Jones Lovelock  
660 Amelia Earhart Ct., Suite C  
Las Vegas, NV 89119  
[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)

**Re: Front Sight Management LLC Ch. 11 BK 22-11824  
Our File No. 5890.002**

Dear Ms. Champion:

This correspondence is in response to your letter dated July 20, 2022 (the “Letter”), regarding the subpoenas issued to your clients on July 15, 2022, by our office in accordance with the bankruptcy court orders entered on July 14, 2022 [ECF Nos. 260 and 261] (together, the “2004 Orders”) granting the Debtor’s *ex parte* motions for orders directing the examinations of the person most knowledgeable (“PMK”) of LVDF and Mr. Dziubla pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (“Rule 2004”).

At our meet and confer conference call on July 20, 2022, you represented that: (i) neither LVDF nor Mr. Dziubla would be producing any documents in response to the Subpoenas notwithstanding the 2004 Orders<sup>1</sup>; (ii) the Debtor, *at its own expense*, could request production of the documents already produced in the state court action from a third party vendor despite LVDF and Mr. Dziubla being commanded to produce documents pursuant to properly issued subpoenas and the 2004 Orders; (iii) neither LVDF nor Mr. Dziubla would be appearing for the Rule 2004 examinations as Mr. Dziubla already appeared for depositions in the state court action—regardless of the 2004 Orders requiring an appearance and despite the fact that the Debtor is entitled to seek a Rule 2004 examination of parties asserting claims against the estate; (iv) many of the documents sought through the Subpoenas are protected from production based on protective orders entered by the state court, notwithstanding that the documents are sought in a federal court in connection with the extent and validity of your client’s claim with respect to

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<sup>1</sup> We note that LVDF filed several motions for Rule 2004 examinations of the Debtor and non-debtor related parties and of several banks [ECF Nos. 68-78] requesting documents that were already produced in the underlying state court action, which motions were granted by the Court [ECF Nos. 91-100].



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**both** a claim objection and a claim estimation motion for plan confirmation purposes — and not in connection with the adversary proceeding; and (v) LVDF and Mr. Dziubla intend to file a motion to quash the Subpoenas by July 29, 2022. The very fact that you proposed a briefing schedule that allowed your client more than two weeks to prepare the anticipated motion to quash notwithstanding that time is of the essence does not evidence good faith. Additionally, while you allotted your client two weeks to prepare the motion, you seek to afford the Debtor a mere week to respond, which is severely prejudicial to our client. Nevertheless, I did offer to agree to an expedited briefing schedule if you could commit to filing the motion to quash prior to July 29, 2022. You could not commit to doing so. Accordingly, as I stated on the conference call, we could not agree to your proposed briefing schedule as it is not in the best interest of our client and the current bankruptcy schedule.

The purpose of the Debtor’s *ex parte* motions for orders directing the examinations of the PMK of LVDF and Mr. Dziubla pursuant to Rule 2004 [ECF Nos. 245 and 246] (the “2004 Motions”) is to assist the Debtor in determining if there is any undisputed portion of LVDF’s asserted claim in connection with the treatment of the claim in the Debtor’s chapter 11 plan of reorganization, and in connection with the Debtor’s anticipated claim estimation motion and objection to claim. We confirmed the basis for the Rule 2004 examinations at our meet and confer conference call on July 20, 2022 – that the testimony and documents sought in connection with the 2004 Motions is to assist the Debtor in its preparation of a claim estimation motion and an objection to claim. The scope of the documents and testimony sought is a proper inquiry for a Rule 2004 examination and your clients have no basis to disregard the 2004 Orders. As explained by the bankruptcy court in *In re Washington Mut., Inc.*, 408 B.R. 45, 49–50 (Bankr. D. Del. 2009):

Rule 2004(a) of the Federal Rules of Bankruptcy Procedure states that “[o]n motion of any party in interest, the court may order the examination of any entity.” The scope of a Rule 2004 examination is “unfettered and broad.” *In re Bennett Funding Group, Inc.*, 203 B.R. 24, 28 (Bankr.N.D.N.Y.1996).

The examination ... may relate only to the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor's estate. [Additionally, in a] case under chapter 11 ... the examination may also relate to the operation of any business and the desirability of its continuance, the source of any money or property acquired or to be acquired by the debtor for purposes of consummating a plan and the consideration given or offered



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therefor, and any other matter relevant to the case or to the formulation of a plan.

Fed. R. Bankr.P. 2004(b). A Rule 2004 examination “is commonly recognized as more in the nature of a ‘fishing expedition.’” *Bennett Funding*, 203 B.R. at 28. The purpose of the examination is to enable the trustee to discover the nature and extent of the bankruptcy estate. *In re Drexel Burnham Lambert Group, Inc.*, 123 B.R. 702, 708 (Bankr.S.D.N.Y.1991). Legitimate goals of Rule 2004 examinations include “discovering assets, examining transactions, and determining whether wrongdoing has occurred.” *In re Enron Corp.*, 281 B.R. 836, 840 (Bankr.S.D.N.Y.2002). There are, however, limits to the use of Rule 2004 examinations. *Id.* “It may not be used for ‘purposes of abuse or harassment’ and it ‘cannot stray into matters which are not relevant to the basic inquiry.’” *In re Table Talk, Inc.*, 51 B.R. 143, 145 (Bankr.D.Mass.1985) (quoting *In re Mittco, Inc.*, 44 B.R. 35, 36 (Bankr.E.D.Wis.1984)).

*Washington Mut.*, 408 B.R. at 49–50. While you claim that the requests in the properly issued subpoenas are in violation of the pending proceeding rule, “[t]he prohibition on use of Rule 2004 examinations once an adversary proceeding or litigation in another forum is commenced, however, has an exception best expressed by the court in *Bennett Funding*: ‘[d]iscovery of evidence *related* to the pending proceeding must be accomplished in accord with more restrictive provisions of [the Federal Rules of Bankruptcy Procedure], while *unrelated* discovery should not be subject to those rules simply because there is an adversary proceeding pending.’” 203 B.R. at 29 (emphasis in original).” *Washington Mut.*, 408 B.R. at 51. See also *In re Int’l Fibercom, Inc.*, 283 B.R. 290, 292 (Bankr. D. Ariz. 2002) (“Consequently when the Rule 2004 examination relates not to the pending adversary litigation, but to another matter, the ‘pending proceeding’ rule does not apply”); *In re M4 Enters., Inc.*, 190 B.R. 471, 475 n. 4 (Bankr. N.D. Ga. 1995) (finding that the 2004 examination did not relate to the pending adversary proceeding and thus the ‘pending proceeding’ rule did not apply).

The Rule 2004 examinations relate to the Debtor’s anticipated objection to LVDF’s disputed claim and the treatment of LVDF’s claim under the Debtor’s plan. The purpose of the Rule 2004 examinations is not to harass LVDF or Mr. Dziubla, but rather to examine the transaction between LVDF and the Debtor and to determine whether there was any wrongdoing on LVDF’s behalf. This is undoubtedly a proper basis for a Rule 2004 examination, and the Debtor is entitled to conduct such examination. See *In re Enron Corp.*, 281 B.R. at 840. There is simply not a basis for LVDF or Mr. Dziubla to claim that they do not have to comply with the 2004 Orders because of the removed action. In addition, as stated in the 2004 Motions, it is our understanding that the discovery in the removed action has concluded. Thus, even if the pending proceeding rule applied (which it does not), the Debtor would not be able to obtain the



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documents it needs to properly assess LVDF's disputed claim through the removed action. Further, whether Mr. Dziubla appeared for depositions in the state court action is completely irrelevant to his duties to comply with the 2004 Orders.

Additionally, with regard to the protective orders previously entered by the state court, they are not applicable to a Rule 2004 examination in the bankruptcy case. Moreover, the state court found that the investors' identities and investment information were not germane to the Debtor's claims in that action. That same analysis does not apply to the Debtor's objection to LVDF's claim and the claim estimation motion. LVDF is not a traditional lender, and it did not lend its own funds to the Debtor. The funds loaned to the Debtor were from the investors and LVDF acted merely as an intermediary. Essentially, the real parties in interest are the investors and, as such, the Debtor is entitled to information regarding their immigration status and their investment in order to properly assess the validity of LVDF's disputed claim. Further to this point, LVDF affirmatively represented that it had sufficient financial resources (i.e., investors) to commit to a \$75 million loan. The discovery sought is designed to test the veracity of LVDF's representations. The existence of sufficient investors and, specifically, foreign investors, goes to LVDF's claims of default and calculations based thereon (such as default interest). For example, LVDF claims that the Debtor took actions that placed LVDF's foreign investors immigration status at risk. We are certainly entitled to test this theory that LVDF believes supports its claim against the Debtor. We understand that LVDF claims merely ministerial defaults. We are entitled to test those claims of default especially given that we have seen no evidence of any material defaults, including the fact that the Debtor was not in default of any payment obligations through the fall of 2021. Indeed, we note that the adversary proceeding does not even include a breach of contract claim against the Debtor (and, thus, is not encompassed in the adversary proceeding). Further, the majority of the document requests do not, contrary to your assertions, implicate the protective orders entered by the state court. While we disagree as to the applicability of the protective orders entered in the state court, your client could have offered to produce the documents with the investors' personal identifying information redacted, subject to attorneys' eyes only and/or under a protective order. However, your clients have not offered to do so. Instead, they have chosen to take actions that appear designed to delay the Debtor's case.

Notwithstanding that the 2004 Motions were filed on July 7, 2022, and that the topics of examination were disclosed in the LVDF 2004 Motion and that neither LVDF nor Mr. Dziubla filed an opposition to the 2004 Motions, you waited almost two weeks to raise any issues regarding the Rule 2004 examinations and before you attempted to meet and confer. You certainly would have known prior to July 20, 2022, that your clients did not intend on complying in any manner whatsoever with the 2004 Orders. Your client's actions will cause a delay in this case for at least 30 days (but likely more), which affects the Debtor's ability to timely confirm its chapter 11 plan and it increases the interest accruing on the DIP financing and the administrative expenses of the estate. Indeed, your clients' actions have caused actual damage and harm to the estate.



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It is regrettable that we could not come to a resolution of these issues during the meet and confer conference call. I am not used to practicing in such a manner and usually engage in a meet and confer to resolve problems—not create new ones. However, your clients’ actions and your repeated aggressive stance in this case suggest that your clients are simply interested in seeing the Debtor fail rather than working towards a consensual resolution of disputes. We will be taking appropriate action in the bankruptcy court to enforce the 2004 Orders, and, as I stated on the meet and confer conference call, we reserve the right to seek sanctions in the form of actual damages and attorneys’ fees against LVDF and Mr. Dziubla for their failure to comply with the 2004 Orders and the properly issued subpoenas.

Sincerely,



STEVEN T. GUBNER  
Managing Partner

STG:jsw

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