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12  
13 **UNITED STATES BANKRUPTCY COURT**

14 **DISTRICT OF NEVADA**

15 In re:  
16 FRONT SIGHT MANAGEMENT, LLC  
Debtor.  
17  
18 FRONT SIGHT MANAGEMENT, LLC, A  
NEVADA LIMITED LIABILITY  
19 COMPANY,  
Plaintiff,  
20 v.  
21 LAS VEGAS DEVELOPMENT FUND LLC,  
A NEVADA LIMITED LIABILITY  
22 COMPANY, et al.  
23 Defendant.

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

Adversary Case No. 22-01116-ABL

**OPPOSITION TO MOTION FOR  
RECONSIDERATION PURSUANT TO  
FEDERAL RULE OF CIVIL PROCEDURE  
54(B)**

24 Las Vegas Development Fund, LLC ("**LVDF**"), by and through its attorneys Brian D. Shapiro,  
25 Esq., of the Law Office of Brian D. Shapiro, LLC, and Andrea M. Champion, Esq., of Jones Lovelock  
26 PLLC, hereby submits its Opposition to the Motion for Reconsideration, filed by Ignatius Piazza  
27 ("**Mr. Piazza**"), Jennifer Piazza ("**Mrs. Piazza**"), VNV Dynasty Trust I ("**VNV I**"), and VNV  
28

1 Dynasty Trust II (“VNV II”) (collectively, the “Piazzas”) on July 18, 2022 (the “Motion”).<sup>1</sup>

2 MEMORANDUM OF POINTS AND AUTHORITES

3 I. INTRODUCTION

4 The Piazzas’ want a second bite at the apple to reargue LVDF’s Motion for Sanctions<sup>2</sup> anew  
5 before a new judge. After representing to the State Court that they would appear for depositions on  
6 firm dates, *putting it in a Court order*, and then failing to appear, they are apparently disappointed  
7 that their poor decision making resulted in sanctions being entered against them. But the Piazzas could  
8 not have been surprised. Their conduct, their intentional avoidance of depositions, and the potential  
9 for sanctions should they not appear was discussed *for months* before they ultimately chose to thumb  
10 their nose at the court and the discovery process, and not appear.

11 In light of the history of the Piazzas’ conduct and the multiple hearings addressing the  
12 possibility this exact issue may arise, the State Court’s decision was not manifestly unjust. If anything,  
13 the State Court gave the Piazzas more than enough warnings to sit for depositions or sanctions may  
14 result. The Piazzas simply chose to roll the dice and call the State Court’s bluff that it could (and  
15 might) sanction them. There is no reason for this Court to revisit the State Court’s decision.

16 Moreover, the Piazzas’ Motion is an exercise in revisionist history. The Piazzas ask this Court  
17 to reconsider, and set aside, the decision of the State Court Judge based on the Piazzas’ version of the  
18 procedural history of this case. But the Piazzas’ representations about the history of this issue and this  
19 case are simply inaccurate. Worse, the Piazzas have intentionally provided an incomplete record to  
20 the Court, apparently hoping that they can get away with their misrepresentations.<sup>3</sup>

21 \_\_\_\_\_  
22 <sup>1</sup> All references to “ECF No.” are to the number assigned to the documents filed in the above-captioned bankruptcy case  
23 as they appear on the docket maintained by the clerk of court. All references to “AECF No” are to the number assigned to  
the documents filed in adversary case number 22-ap-01116.

24 <sup>2</sup> “Motion for Sanctions” refers to the Motion for Case Dispositive Sanctions on Order Shortening Time, filed by LVDF,  
Robert Dziubla, Linda Stanwood, Jon Fleming, EB5 Impact Advisors, LLC, and EB5 Impact Capital Regional Center  
25 (collectively, the “EB5 Parties”) on May 12, 2022 and the Supplement thereto filed on May 16, 2022.

26 <sup>3</sup> Conspicuously missing from the record are the exhibits supporting LVDF’s underlying Motion for Sanctions, LVDF’s  
27 Supplement to its underlying Motion for Sanctions, LVDF’s reply, and the transcript leading up to, and on, the State  
Court’s decision to grant LVDF’s Motion for Sanctions. The Piazzas, however, did provide the Court with a complete  
28 copy of its Opposition to the Motion for Sanctions. So that the record is complete, a copy of the Appendix of Exhibits in  
Support of LVDF’s Motion for Sanctions is attached hereto as **Exhibit 1**. When citing the appendix, LVD will use the  
appendix numbers on the bottom right of each page. A copy of LVDF’s Supplement to the Motion for Sanctions is attached  
(footnote continued)

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1 The Piazzas falsely represent to this Court that (i) LVDF chose to continue the Piazzas’  
 2 depositions for two years (implying LVDF had no intent to actually proceed with the depositions but  
 3 to seek sanctions against the Piazzas), (ii) the State Court “never issued a warning” to attend  
 4 depositions before they failed to do so (and then were sanctioned), and (iii) that the State Court failed  
 5 to make “extensive factual findings after [a] robust hearing.”<sup>4</sup> The Piazzas’ version of the facts might  
 6 warrant reconsidering the order granting LVDF’s Motions for Sanctions *if* they were true. But they  
 7 are not. Rather, the record demonstrates that the Piazzas’ have long played games with their  
 8 depositions. They intentionally avoided depositions at all costs *for over a year*. When LVDF finally  
 9 tired of their games, LVDF repeatedly advised the Court that the Piazzas were trying to avoid  
 10 depositions and the State Court repeatedly—on the record—advised the Piazzas that not appearing  
 11 for noticed depositions was a “big deal” and a failure to appear could result in severe sanctions,  
 12 including case terminating sanctions. The Piazzas were keenly aware of the risks. Yet, they still chose  
 13 not to appear for their duly noticed depositions—*depositions that were re-noticed and set on dates the*  
 14 *Piazzas provided and represented they were available and were part of a Court order*— and  
 15 unsurprisingly so.

16 Since the very beginning of the parties’ dispute, Mr. Piazza’s mission was to win through  
 17 attrition instead of on the merits. When LVDF first determined that Debtor was failing to comply with  
 18 its contractual EB-5 obligations under the Construction Loan Agreement and issued a Notice of  
 19 Default, Mr. Piazza threatened that LVDF (and the other Defendants) would “suffer the legal and  
 20 financial consequences of damages [ ] should [they] continue with [their Notice of Default].” Ex. 1 at  
 21 APP 024. Piazza also threatened to turn Front Sight’s members against the Lenders, telling Mr.  
 22 Dziubla that “[i]n the members’ eyes, you will be the overly aggressive lawyer who foreclosed on  
 23 Front Sight over VERY QUESTIONABLE accusations, not any failure to pay . . . [and] legal battles  
 24 will dog you for as long as you live.” *Id.* (emphasis in original).

25 ///

26

27 hereto as **Exhibit 2**. LVDF’s Reply in support of the Motion for Sanctions is attached hereto as **Exhibit 3**. A copy of the  
 28 May 25, 2022 hearing transcript (“May 25, 2022 Transcript”) is attached hereto as **Exhibit 4**.

<sup>4</sup> Mot. at 15:13-16, 20:2-6.

1 Mr. Piazza then attempted to call Front Sight’s members to arms, publishing Robert Dziubla’s  
 2 picture, address, and calling on his members to “give this traitor what he truly deserves.” *Mot. for*  
 3 *Protective Order Regarding the Defs.’ Private Fin. Info.*, filed May 18, 2020, at Ex. W, a courtesy  
 4 copy of which is attached hereto as **Exhibit 5**, at A-021835-21837.<sup>5</sup> In doing so, Mr. Piazza promised  
 5 to “press our prosecution of the litigation like a blitzkrieg” until LVDF and Robert Dziubla were  
 6 “forc[ed] into financial ruin in bankruptcy court.” *Id.* at A-021839. True to his word, Mr. Piazza,  
 7 through Front Sight, then commenced this lawsuit, accusing the Lender Parties of fraud on September  
 8 14, 2018, despite the fact that Front Sight had accepted \$6,375,000.00 in EB-5 funds from LVDF.

9 Mr. Piazza never intended for Front Sight to prove its claims against LVDF, Mr. Dziubla and  
 10 the other Defendants. Rather, this lawsuit was (and still is) intended solely as a vehicle to drain LVDF  
 11 of its resources and to force LVDF to back-off of their (valid) breach of contract claims against Front  
 12 Sight. This is not speculation; it is a fact. Just last July, Mr. Piazza stood in front of a room of hundreds  
 13 of people and proudly—and publicly—declared that was his strategy:

14 ...when...a case like this occurs, you can win from attrition. By simply out-papering  
 15 and out-spending your opponent, and that’s the situation that they’re in right now.  
 16 They’ve changed their attorneys three times. Do you know why people change their  
 17 attorneys three times?

18 [Crowd] They’re not getting paid?

19 They’re not getting paid. They’re not able to pay the attorneys . . . So, when you see  
 20 this happening in the middle of a case, changes in attorneys, you know that y-you’re  
 21 bleeding the guy out. That’s what we’ve been doing.

22 Cause there’s only two ways to win a case. Right? One is you get a summary  
 23 judgement. The other is you bleed the guy out to the point he can’t continue to fight . . .  
 24 ...  
 25

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26 <sup>5</sup> While Debtor has filed multiple docket entries, lodging the State Court proceedings in the Adversary Proceeding, in  
 27 doing so, Debtor has failed to provide an index for the state court docket. In addition, there are hundreds, if not thousands  
 28 of pages that are simply blank. *See e.g.* AECF No. 12-1 and 12-2. As a result, LVDF is unable to find the AECF Nos. for  
 the State Court orders and briefs referenced in this Motion. Therefore, LVDF has attached the pertinent filings and exhibits  
 thereto as exhibits to this Motion or referenced other filings in this case, for ease of reference.

<sup>6</sup> *Mot. that Attorney-Client Privilege Has Been Waived as to Certain Issues*, filed Dec. 22, 2021 at Ex. B, a courtesy copy  
 of which is attached hereto as **Exhibit 6** at 3:17-4:9. Mr. Piazza further (and proudly) declared that the facts of the case do not  
 matter. *Id.* at 2:12-20. Rather, in Mr. Piazza’s view, the political slant of the judge is key. *Id.* Mr. Piazza went on to suggest that  
 things have not gone on his way in the case because of what he perceives to be the slant of the State Court judge. *Id.* (“And  
 judges have the ability, without violating the rules of law, to push cases in – in to directions they want those cases to go *based*  
*on their political beliefs . . . That’s kind of what we’ve been dealing with.*”) (emphasis added).

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1 Everything the Piazzas have done in this case was meant to delay, to increase LVDF’s fees  
2 and costs, and to avoid their own depositions. In other words, they only intended to “bleed out” LVDF  
3 before they had to address the merits of the claims.

4 Given this background, and considering the Nevada factors for potential sanctions, the State  
5 Court appropriately found that a severe sanction was warranted. Because the Piazzas have not  
6 demonstrated (and cannot demonstrate) that the State Court’s decision was clearly erroneous, their  
7 motion for reconsideration must be denied.

8 **II. RELEVANT BACKGROUND**<sup>7</sup>

9 Before LVDF filed its Motion for Sanctions, the Piazzas played whack-a-mole in order to  
10 avoid their depositions for over a year. The Piazzas repeatedly (i) ignored requests by the Lender  
11 Parties for their availability for depositions and sometimes then claimed conflicts with the dates  
12 noticed, (ii) provided dates farther out than requested, (iii) provided dates for their depositions and  
13 later claimed conflicts with the very dates they provided, (iv) provided availability for only some of  
14 the parties (such that LVDF could not complete all of the Piazzas’ depositions), and (v) repeatedly  
15 made eleventh-hour requests to avoid their depositions, feigning unsubstantiated last-minute  
16 conflicts. All of this was documented and attested to in LVDF’s motion for sanctions.<sup>8</sup>

17 Due to the Piazzas’ conduct, LVDF repeatedly re-noticed the depositions of the Piazzas.  
18 Specifically, before the motion for sanctions was heard, LVDF noticed Mrs. Piazza’s deposition  
19 eleven (11) times, Mr. Piazza’s deposition ten (10) times, VNV I’s deposition five (5) times, and  
20 VNV II’s deposition five (5) times.

21 **A. Beginning in January 2021, the State Court Became Aware that the Piazzas May**  
22 **Not Sit for Depositions and Began to Warn the Piazzas that a Failure to Appear**  
**for Depositions May Result in Sanctions.**

23 By the beginning of 2021, it was clear that the Piazzas had no intent to be deposed. In January  
24 2021, just before their depositions were to proceed on dates that the Piazzas provided, the Piazzas  
25

26 <sup>7</sup> Typically, LVDF would not provide such a lengthy background on a motion for reconsideration. However, because the  
27 Piazzas have intentionally misrepresented the record and have falsely claimed the State Court never “issued a warning,”  
28 failed to make extensive findings, or have a robust hearing on LVDF’s Motion for Sanctions, a more robust background  
is necessary to correct the record.

<sup>8</sup> See generally Ex. 1.

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1 informed LVDF that they would not make themselves available for their duly noticed depositions.<sup>9</sup>  
2 LVDF repeatedly reminded the Piazzas that they were parties to the case, that they did not have the  
3 option to simply not be deposed, and that a failure to appear would result in a motion for sanctions.<sup>10</sup>

4 **1. In January 2022, the State Court Set a Hearing for a Potential Motion to**  
5 **Show Cause. That Hearing Did Not Go Forward Because the Piazzas**  
6 **Confirmed, in a Stipulation and Court Order, That They Would Appear**  
7 **for Firm Deposition Settings.**

8 LVDF then began to address the issue with the Court. On January 12, 2022, the parties  
9 appeared for a hearing before the State Court. At the time, the Piazzas’ depositions were noticed to  
10 commence on January 17, 2022, but counsel for the Piazzas had informed LVDF that the Piazzas did  
11 not intend to make themselves available for depositions until after the (then) discovery cut-off.<sup>11</sup> At  
12 the January 12, 2022 hearing, LVDF advised the Court that despite the fact that it had properly  
13 noticed the Piazzas’ depositions (and continued those depositions numerous times at the Piazzas’  
14 requests), the Piazzas had indicated (but had not yet confirmed) that they did not intend to appear for  
15 depositions. Excerpts from Jan. 12, 2022 Hr’g Tr., attached hereto as **Exhibit 7** at 24:24-25:8; *id.* at  
16 58:22-59:6. LVDF asked the Court to set an order to show cause if, in fact, the Piazzas confirmed  
17 they did not intend to appear for depositions before the close of discovery. *Id.* at 104:17-105:8. The  
18 Court did so, setting January 24, 2022 for a potential order to show cause hearing. *Id.*

19 Recognizing that LVDF would seek recourse from the Court, the Piazzas agreed to extend  
20 discovery and to set **firm** dates for their depositions (i.e., dates that would not be continued or vacated  
21 absent a Court order). LVDF’s Appx., Champion Decl. at ¶¶ 8-12. LVDF did not continue the  
22 depositions until *after* the Piazzas agreed to set firm deposition dates. *Id.* The parties’ Stipulation and  
23 Order Extending Discovery and Continuing Trial, entered by the Court on January 21, 2022  
24 confirmed the same. LVDF’s Appx. at APP 346-358.

25 ///

26 \_\_\_\_\_  
27 <sup>9</sup> Ex. 1 at APP 051-58, Declaration of Nicole Lovelock, ¶¶ 16-19; *see also id.* at APP 286-295, Exs. 57 and 58.

28 <sup>10</sup> *Id.*

<sup>11</sup> AECF No. 74-4, p. 4, Champion Decl. ¶¶ 5-6; Ex. 1 at APP 051-58, Lovelock Decl. ¶¶ 15-22.

1                   **2. In January 2022, the State Court Warned the Piazzas That the Nevada**  
 2                   **Supreme Court Had Reserved Case Dispositive Sanctions For Egregious**  
 3                   **Behavior Such as Failure By a Part to Appear for Depositions.**

4                   On January 31, 2022, the parties appeared for hearing on Front Sight’s motion for sanctions  
 5 related to various discovery disputes.<sup>12</sup> During that hearing, in denying Front Sight’s motion, the  
 6 Court noted that the Nevada Supreme Court has typically reserved case dispositive sanctions for  
 7 “recalcitrant and abusive conduct [that] deprived the other side of evidence.” Excerpts from Jan. 31,  
 8 2022 Hr’g Tr., attached hereto as **Exhibit 8** at 89:18-21.<sup>13</sup> **The example the State Court gave Front**  
 9 **Sight of the type of conduct the Nevada Supreme Court has approved for case dispositive sanctions**  
 10 **was failure by a party to appear for depositions: “And that’s kind of my point there because, for**  
 11 **example, if you don’t show up at your deposition, a party, that deprives the adversary of the right**  
 12 **and opportunity to take their deposition. And we know that’s really important, right? And you**  
 13 **don’t show up, sanctions can occur.”** *Id.* at 89:18-25. The reason the State Court gave that example  
 14 was because the Piazzas had already indicated (on numerous occasions) that they may not appear for  
 15 depositions. After the State Court denied Front Sight’s motion, LVDF again made a record of the  
 16 real possibility that the Piazzas may not appear for duly noticed depositions and then face sanctions.  
 17 *Id.* at 121:7-15 (“In fact, my clients just had to extend discovery . . . [b]ecause Mr. Aldrich informed  
 18 us that his client did not intend to sit for any depositions. And you pointed on [sic] that earlier, too.  
 19 You said case dispositive sanctions might be appropriate if a party doesn’t sit for depositions. The  
 20 only party here who’s involved in any conduct that may have potentially warranted case dispositive  
 21 sanctions [is the Piazzas] . . . and we’ll see if they sit.”).

21                   **3. In March 2022, the Piazzas (and Debtor) Feigned a Settlement Agreement**  
 22                   **to Avoid Depositions.**

23                   The Piazzas subsequently provided dates they represented they were available to be deposed  
 24  
 25

26 <sup>12</sup> Notably, Debtor’s request for case dispositive sanctions was based, in part, on its contention that Mr. Dziubla was  
 27 unprepared for his 30(b)(6) deposition on behalf of LVDF. Debtor argued that Mr. Dziubla’s alleged failure to sufficiently  
 28 prepare warranted case terminating sanctions even though Mr. Dziubla, unlike the Piazzas, appeared for his duly noticed  
 depositions. *See* Ex. 8 at 113:7-115:7.

<sup>13</sup> As reflected in the transcript, the State Court has a strong grasp on the *Johnny Ribiero* factors and how they needed to  
 be applied. *See id.* at 85-89.

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1 and LVDF noticed their depositions on those dates (March 14, 2022-March 18, 2022). LVDF's  
 2 Appx., Champion Decl. at ¶¶ 14-15. The parties appeared for a hearing before the State Court on  
 3 March 11, 2022. At that hearing, LVDF again indicated, on the record, that LVDF was concerned  
 4 that the Piazzas may not appear for their depositions the following week. Excerpts from Mar. 11,  
 5 2022 Hr'g Tr., attached hereto as **Exhibit 9**, at 12:5-13 (“[W]e’ve noticed the party depositions. I  
 6 think we’re on the eighth deposition notice. We’re ready to go on Monday. And if they don’t appear,  
 7 I mean, we’ll be in here on a different motion in front of you, but we can’t do that.”).

8 True to form, only days before the Piazzas’ depositions, LVDF was informed that the Piazzas  
 9 may not appear for their duly noticed depositions. LVDF’s Appx., Champion Decl. at ¶ 16-17. This  
 10 time, the Piazzas’ counsel informed LVDF that the Piazzas wanted to make a monetary offer to fully  
 11 resolve the matter and that the offer was being made, in large part, because Mr. Piazza did not want  
 12 his wife’s deposition (Mrs. Piazza’s deposition) to go forward. *Id.*, at ¶¶ 18-19. Front Sight and the  
 13 Piazzas ultimately accepted LVDF’s settlement demand but the settlement was contingent upon Front  
 14 Sight and the Piazzas also (1) agreeing to provide EB-5 documentation and (2) committing to create  
 15 jobs (for the EB-5 investors). *Id.* at ¶ 20. As part of the tentative settlement, LVDF agreed to continue  
 16 the Piazzas’ depositions by a week to give the parties time to work through the EB-5 issues but the  
 17 parties agreed that if the parties did not finalize their agreement within the week, LVDF would  
 18 proceed with the depositions.<sup>14</sup> *Id.* at ¶ 22. Because Front Sight and the Piazzas showed at least some  
 19 willingness to discuss the EB5 issues, LVDF agreed to continue the Piazzas’ depositions to April 4,  
 20 2022. *Id.* at ¶ 27-29. Front Sight and the Piazzas later claimed to be unavailable the week of April 4,  
 21 2022 and also failed to create jobs (a requirement of the tentative settlement agreement). *Id.* at ¶¶ 26,  
 22 30-33. Consequently, the tentative settlement agreement fell apart.

23 While LVDF believed, at the time of its Motion for Sanctions, that Front Sight and the Piazzas  
 24 feigned a tentative settlement agreement, the record in the bankruptcy court erases any doubt. Based  
 25

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26 <sup>14</sup> The parties appeared before the State Court on March 17, 2022 to advise of the tentative settlement. During that hearing,  
 27 LVDF made clear, on the record, that if the parties were unable to reach a final settlement agreement in short order, LVDF  
 28 would proceed with the depositions of the Piazzas. March 17, 2022 Hr'g Tr., attached hereto as **Exhibit 10**, at 3:13-21.  
 The Piazzas’ counsel agreed with LVDF’s representations about the tentative settlement and the parties’ agreement that if  
 a final settlement could not be reached, LVDF would proceed with the depositions of the Piazzas. *Id.* at 4:3-4.



1 on the schedules and documents submitted by Debtor before this Court, Debtor did not have the  
2 ability to pay the agreed amount of \$9,500,000.00 (or even a portion thereof) in March 2022.

3 **B. In April 2022, the Piazzas Again Claimed to Be Unavailable on Dates That Their**  
4 **Depositions Were Set, Represented to the Court in a Stipulation and Order That**  
5 **They Would Appear Later That Month for Firm Settings, But Then Simply**  
6 **Failed to Appear.**

7 LVDF reluctantly agreed to move the Piazzas' depositions to the week of April 25, 2022—*to*  
8 *dates the Piazzas provided*. *Id.* at ¶ 34. The parties filed a Stipulation and Order to Extend Discovery  
9 on April 5, 2022. LVDF's Appx. at APP 511-524. In that Stipulation, the parties specifically  
10 represented to the Court that LVDF "will take the following depositions on the following dates which  
11 [LVDF] have informed Plaintiff/Counterdefendants are **firm settings**: Jennifer Piazza (April 25,  
12 2022), Ignatius Piazza (April 26, 2022), 30(b)(6) of Front Sight (April 27, 2022), 30(b)(6) of the  
13 VNV Dynasty Trust I (April 28, 2022), and 30(b)(6) of VNV Dynasty Trust II (May 11, 2022)." *Id.*  
14 at APP 519 (emphasis in original). The Stipulation was signed by the State Court *and became an*  
15 *Order* on April 6, 2022. This fact was key for the State Court when it decided to grant LVDF's  
16 Motion for Sanctions and enter liability against the Piazzas on a number of LVDF's Counterclaims.

17 On April 25, 2022, the morning scheduled for Mrs. Piazza's depositions, the parties were  
18 scheduled to appear before the State Court. At that hearing, *the Piazzas said nothing about the*  
19 *depositions*. *See generally* April 25, 2022 Hr'g Tr., attached hereto as **Exhibit 11**. *They failed to*  
20 *advise either LVDF or the Court that Mrs. Piazza or any other party would be unavailable for their*  
21 *duly noticed depositions either that day or any other day that week*. *Id.*

22 Instead, just later that same morning, Mrs. Piazza simply failed to appear for her deposition.  
23 No explanation was given for Mrs. Piazza's failure to appear. Likewise, Mr. Piazza and VNV I also  
24 failed to appear for their duly noticed depositions later that week.

25 **C. In May 2022, After LVDF Filed its Motion for Sanctions and the State Court**  
26 **Noted in a Hearing That the Piazzas' Failure to Appear Was a "Big Deal," Would**  
27 **Prejudice LVDF, and Would Be Dealt With in the Motion for Sanctions, Mr.**  
28 **Piazza *Still* Chose Not to Appear on Behalf of VNV II.**

29 LVDF's deposition of VNV II, however, was not scheduled until May 16, 2022. On May 13,  
30 2022, the parties appeared before the State Court on LVDF's Motion for Temporary Restraining

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1 Order. At that hearing, as part of the basis for its request for a temporary restraining order, LVDF  
2 cited to the Piazzas’ “marathon of nonappearances.” Excerpts from May 13, 2022 Hr’g Tr., attached  
3 hereto as **Exhibit 12**, at 4:4-10. The State Court was obviously troubled by the Piazzas’ failure to  
4 appear for depositions saying, “that’s a real big deal” and *specifically commented on the prejudice*  
5 *to LVDF by the Piazzas’ non-appearances*: “I mean, that’s a significant concern because what the  
6 no show, not showing up for the deposition prevents the Defense from conducting the appropriate  
7 discovery and to obtain testimony under oath . . . .” *Id.* at 12:22-13:1 The State Court also asked  
8 counsel why the Piazzas failed to appear. *Id.* at 16:12-18. The Piazzas’ counsel conceded that there  
9 was no reason for the non-appearance. *Id.* at 16:1-23 (“Yeah, Your Honor, I just became aware that  
10 he wasn’t available and he wasn’t there. I don’t have a great answer, you know, specifically for you  
11 on that. I just know he wasn’t available. And then to be clear, there - - those were dates that we gave.  
12 And we thought he was going to be available, but he did not appear.”)

13 Given the State Court’s repeated statements on the record about what a “big deal” it was for  
14 the Piazzas to not appear for deposition and the prejudice to LVDF, one would think that Mr. Piazza  
15 would appear for the deposition of VNV II after the May 13, 2022 hearing. But he did not. Or,  
16 alternatively, one would think that the Piazzas would file a motion for protective order or to explain  
17 their failures to appear. They did not.

18 Instead, Mr. Piazza chose, on May 16, 2022—*only days after* the State Court made a record  
19 about the prejudice to LVDF by the failures to appear and the pending motion for sanctions—to not  
20 appear for the duly noticed deposition of VNV II. Accordingly, LVDF filed a supplement to its  
21 Motion for Sanctions on May 16, 2022. *Importantly, at the time LVDF filed its Motion for*  
22 *Sanctions, discovery was scheduled to close on June 12, 2022—i.e., less than a month away.*

23 LVDF’s Appx. at APP 511-524.

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1           **D. The State Court Did Have a Full Hearing on LVDF’s Motion for Sanctions and**  
 2           **Did Make Extensive Factual Findings to Support its Decision.**

3           On May 25, 2022, the parties appeared for hearing on the Motion for Sanctions.<sup>15</sup> Contrary  
 4 to the Piazzas’ false representation, the State Court *did* have a “robust hearing” on the Motion for  
 5 Sanctions at that time.<sup>16</sup> At that hearing, the State Court specifically noted that what concerned it the  
 6 most was “the history of this case as it relates to the attempts to take a party’s deposition because you  
 7 have a duty and obligation if you file a lawsuit to participate in discovery, right.” Ex. 4 at 14:1-5.  
 8 The State Court went on say that LVDF should not have had to set “firm settings” for the Piazzas’  
 9 depositions and they should have appeared at their depositions. *Id.* at 19:18-22.

10           The State Court also went on to make a record of his prior warnings to the Piazzas and the  
 11 seriousness of, and resulting prejudice from, the Piazzas’ non-appearances:

12           **But here’s my point, and one of the things I wanted to make perfectly clear I**  
 13           **guess, at one of the prior hearings as we discussed case dispositive sanctions,**  
 14           **not showing up to a deposition that’s duly noticed would be akin to not**  
 15           **responding to interrogatories or not responding to requests for production of**  
 16           **documents and except it’s probably at a higher level.**

17           And the reason why I say that is this: The parties, especially in this case because  
 18 they have individual claims, right, and/or counterclaims, they have defenses, and  
 19 so the adverse party has a right to take their deposition. And then I look at the  
 20 history of the scheduling of the depositions, and say maybe 50 percent of them are  
 21 - - have merit, and maybe some don’t or whatever.

22           **But here’s my point.** All I was doing at one of the hearing [sic] I think Ms.  
 23 Champion raised was this: **I was trying to tell everyone, look, if your deposition**  
 24           **is noticed, you’ve got to show up. Nothing more. Nothing less. You’ve got to**  
 25           **show up for the deposition.**

26           And so two things have occurred . . . Number one, there was never any indication  
 27 of a no-show . . . **But I said, Look, you’ve got to, I mean, hopefully it was like a**  
 28           **scream for me as a trial judge. Look, I want this case decided on the merits,**  
 29           **but everyone show up for your depositions, or case dispositive sanctions might**  
 30           **be applicable or not.** Of course, I can’t give an advisory decision like that, but the  
 31 rules - - we have really sophisticated litigators involved in this case.

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<sup>16</sup> AECF No. 72:12-16 (“In doing so, LVDF would have this Court believe that the State Court has made extensive factual findings after robust hearings that this Court cannot disturb. The reality is starkly different.”)

1 And the only reason I bring that up, I find it troubling that in light of the history of  
2 this case they wouldn't show.

3 *Id.* at 25:10-27:6.

4 The Piazzas' argument was the same in front of the State Court as it is now on the Motion for  
5 Reconsideration—i.e., that to sanction the Piazzas would be punishing them for a single non-  
6 appearance and that lesser sanctions were appropriate. *Id.* at 23:24-24:4 (“a one-time nonappearance  
7 at a deposition and a one strike you're out is extreme”), 30:12-22. The State Court rejected the  
8 Piazzas' arguments, stressing the prejudice to LVDF: “When it comes to depositions and the failure  
9 to show, it's akin to spoliation, not presenting evidence you're obligated to present during the course  
10 and scope of litigation . . . and it's the testimony of a party. And so the failure to attend is precluding  
11 the other side from having an opportunity to find out specifically what is that evidence and potentially  
12 test it down the road.” *Id.* at 36:3-14. *In addition, the State Court noted that one of the factors that*  
13 *weighed heaviest in his decision was that the depositions were set pursuant to a court order.* *Id.* at  
14 52:7-8 (“Mr. Aldrich, it was not just pursuant to a notice of deposition but also a court order.”).

15 The State Court's Order Granting in Part Defendants' and Counterclaimants' Motion for Case  
16 Dispositive Sanctions was entered on June 22, 2022 (“Sanctions Order”), a copy of which is attached  
17 hereto as **Exhibit 13**. The Sanctions Order did include extensive factual findings and conclusions of  
18 law. In particular, the State Court found: (i) LVDF had attempted to depose the Piazzas since March  
19 2021, (ii) the Piazzas sometimes ignored LVDF's requests and failed to provide available dates for  
20 their depositions or sometimes provided available dates, (iii) by the end of 2021, the parties agreed  
21 to dates for the Piazzas depositions and after the Piazzas advised they did not intend to appear or  
22 provide alternative dates for their deposition, LVDF informed the Piazzas they would seek case  
23 dispositive sanctions if they failed to appear for depositions, (iv) the parties executed numerous  
24 stipulations and orders representing to the Court that the Piazzas would be deposed on “firm” dates  
25 and the Court relied on those representations; (v) the Piazzas' depositions were scheduled on dates  
26 *they* provided, (vi) the Piazzas failed to appear for their duly noticed depositions without prior notice  
27 or an explanation; and (vii) despite the Court's repeated inquiries, “[n]o explanation or reason was  
28 given” by the Piazzas for their non appearances. *Id.* at ¶¶ 1-5, 13, 15, 17-19, 24-25.

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1 In light of the record before it, the State Court found the Piazzas’ failures to appear to be  
 2 intentional and willful and prejudicial to LVDF. *Id.* at p. 6 ¶¶ 6-13 (“The Counterdefendants’ failures  
 3 to appear at duly noticed depositions essentially halts the adversarial process. The Lender Parties  
 4 cannot prepare for trial, ascertain facts to the claims and defenses in this litigation, or prepare for  
 5 dispositive motions and motions *in limine* without the testimony of the Counterdefendants . . .  
 6 Consequently, the Counterdefendants’ conduct is extremely severe and likewise, warrants a serious  
 7 sanction . . . In light of the circumstances and the history of the case, the Court finds that case  
 8 dispositive sanctions are warranted because a less severe sanction would not deter the  
 9 Counterdefendants’ behavior nor can the case proceed to an adjudication on the merits in light of the  
 10 Counterdefendants’ failure to appear for depositions.”). The Court also specifically noted, in its  
 11 Sanctions Order (and contrary to the Piazzas’ representations to this Court) that it had previously  
 12 “advised the Counterdefendants that a failure to appear for duly noticed depositions may result in  
 13 potential sanctions” and that “[d]espite those warnings, the Counterdefendants failed to appear at  
 14 their duly noticed depositions without justification.” *Id.* at p. 7 ¶¶ 15-16.

15 The Piazzas’ claim that the State Court failed to make “extensive factual findings” or to have  
 16 a “robust hearing” is belied by the record.

### 17 **III. LEGAL ARGUMENT**

#### 18 **A. The Court Should Not Consider the Motion Unless LVDF’s Motion to Remand 19 is Denied.**

20 This Court previously heard argument on LVDF’s Motion to Remand<sup>17</sup> on July 25, 2022.  
 21 Until the Court renders a decision on that motion, the Piazzas’ Motion should not be considered. If  
 22 LVDF’s Motion for Remand is granted, this Motion will have to be heard by the State Court.

#### 23 **B. The Piazzas’ Motion Should Be Denied as Untimely.**

24 The Sanctions Order was entered on June 22, 2022. Motions for reconsideration of State  
 25 Court orders are governed by EDCR 2.24 which requires motions seeking relief be filed within 14  
 26 days after service of written notice of the order unless the time is shortened or enlarged by order.

27 \_\_\_\_\_  
 28 <sup>17</sup> AECF No. 4.

1 EDCR 2.24(b). Here, that would make a motion for reconsideration of the Sanctions Order due to be  
2 filed on or before Wednesday, July 6, 2022.

3 The Nevada Bankruptcy Court does not have a local rule pertaining to motions to reconsider.  
4 However, the Nevada District Court does have local rules which provides guidance to this Court on  
5 motions for reconsideration. Under Nevada District Court Rule LR 59-1, motions for reconsideration  
6 must be brought within a reasonable time. "Lack of diligence or timeliness may result in denial of  
7 the motion." LR 59-1(c). The Piazzas sat on the Sanctions Order for nearly a month before finally  
8 filing their Motion on July 18, 2022. The Motion is untimely under EDCR 2.24. LVDF respectfully  
9 submits that the Motion is untimely under both EDCR 2.24 and LR 59-1 and therefore, the Piazzas'  
10 lack of diligence or timeliness in filing their Motion should result in the denial of the Motion.

11 **C. The Court Does Not Have Jurisdiction to Hear This Matter Between Two Non-**  
12 **Debtor Parties.**

13 Prior to considering the Motion, this Court must determine if it has jurisdiction over this  
14 matter. Under § 1334(b), courts have "original but not exclusive jurisdiction of all civil proceedings  
15 arising under title 11, or arising in or related to cases under title 11." 28 U.S.C. § 1334(b). Of these,  
16 "the set of cases 'related to' a bankruptcy case is 'much broader' than the set of 'arising under' cases."  
17 *In re Ray*, 624 F.3d 1124, 1133 (9th Cir. 2010) (quoting *In re Pegasus*, 394 F.3d 1189, 1193-94 (9th  
18 Cir. 2005). To determine the existence of "related to" jurisdiction, the Ninth Circuit applies the test  
19 first articulated in *Pacor, Inc. v. Higgins*, 743 F.2d 984 (3rd Cir. 1984), which asks "whether the  
20 outcome of the proceeding could conceivably have any effect on the estate being administered in  
21 bankruptcy." *In re Fietz*, 852 F.2d 455, 457 (9th Cir. 1988) (quoting *Pacor*, 743 F.2d at 994) (emphasis  
22 omitted); *Pegasus*, 394 F.3d at 1193. "Thus, the proceeding need not necessarily be against the debtor  
23 or against the debtor's property." *Pacor*, 743 F.2d at 994.

24 The Sanctions Order was only entered against the Piazzas; not the Debtor. Moreover, liability  
25 was found on non-bankruptcy estate claims.<sup>18</sup> As such, these actions do not arise in a case under title  
26

27 \_\_\_\_\_  
28 <sup>18</sup> The Sanctions Order specifically states: "the Court did not hear argument on, or consider, that portion of the Motion that relates to Front Sight or that is otherwise stayed based on Front Sight's bankruptcy petition." Ex. 13 at 2:4-9.

1 11. Rather, the only argument is whether the remaining causes of action against the Piazzas are related  
2 to a case under title 11. An action is only related to bankruptcy if the "outcome could alter the debtor's  
3 rights, liabilities, options, or freedom of action (either positively or negatively) and which in any way  
4 impacts upon the handling and administration of the bankruptcy estate." *In re Fietz*, 852 F.2d at 457  
5 (quoting *Pacor*, 743 F.2d at 994).

6 The United States Supreme Court in reflecting on the *Pacor* case, noted that although Congress  
7 intended the "related to" language to evidence a jurisdictional "grant of some breadth," it was not  
8 intended to be "limitless." *Celotex Corporation v. Edwards*, 514 U.S. 300, 307-308, 115 S.Ct. 1493,  
9 1499, 131 L.Ed.2d 403 (1995). For instance in *Pacor*, the Third Circuit concluded that the action did  
10 not fall within the "related to" jurisdiction because "[a]t best, it is a mere precursor to the potential  
11 third party claim for indemnification by Pacor against Manville. Yet the outcome of the Higgins-Pacor  
12 action would in no way bind Manville, in that it could not determine any rights, liabilities, or course  
13 of action of the debtor." *Pacor*, 743 F.2d. 995.

14 This situation is distinguishable from *Pacor* because the Debtor was named in the underlying  
15 lawsuit. Moreover, the Debtor has previously argued that because it "would likely be found to be in  
16 privity with its principal, Dr. Ignatius Piazza, the finding of liability in the Terminating Sanctions  
17 Order may have preclusive effect as to the Debtor." See AECF No. 51, p. 3, l. 23-25. However, the  
18 remaining causes of action are not against the Debtor and simply because they are against the Piazzas  
19 does not by necessity make them related to the underlying case. Whether a finding of liability against  
20 the Piazzas creates a claim for indemnification and/or has preclusive effect is uncertain. Accordingly,  
21 prior to reaching a resolution on this motion, this Court by necessity would have to determine that it  
22 has related to jurisdiction.

23 **D. Legal Standard on a Motion for Reconsideration.**

24 The Federal Rules of Civil Procedure "do not recognize a motion for reconsideration."  
25 *Captain Blythers, Inc. v. Thompson (In re Captain Blythers, Inc.)*, 311 B.R. 530, 539 (B.A.P. 9<sup>th</sup> Cir.  
26 2004). Rather, the rules recognize two types of motion to obtain post-judgment relief under Fed. R.  
27 Civ. P. 59 and 60. Because there is no final judgment as to the Piazzas, the Piazzas seek  
28 reconsideration under FRCP 54(b), made applicable under Bankruptcy Rule 7054, which allows

1 courts to revise “any order or other form of decision, however designated, which adjudicates fewer  
 2 than all the claims or the right and liabilities of fewer than all the parties . . . before the entry of  
 3 judgment . . .”; or the Court’s inherent common-law authority “to rescind an interlocutory order over  
 4 which it has jurisdiction . . . .” *City of L.A. v. Santa Monica Baykeeper*, 254 F.3d 882, 887 (9th Cir.  
 5 2001). A motion to reconsider must set forth: (1) some valid reason why the court should revisit its  
 6 prior order; and (2) facts or law of a "strongly convincing nature" in support of reversing the prior  
 7 decision. *Frasure v. U.S.*, 256 F.Supp.2d 1180, 1183 (D. Nev. 2003). The Court "possesses the  
 8 inherent procedural power to reconsider, rescind, or modify an interlocutory order for cause seen by  
 9 it to be sufficient" so long as it has jurisdiction. *Santa Monica Baykeeper*, 254 F.3d 882 at 885.

10 Initially, this Court must determine what standard should be utilized in reconsidering  
 11 interlocutory orders. As stated *supra*, the Nevada Bankruptcy Court does not have a local rule  
 12 pertaining to motions to reconsider. However, the Nevada District Court has a local rule which  
 13 provides guidance to this Court on motions for reconsideration. Motions for reconsideration of  
 14 interlocutory orders are governed by Nevada District Court Rule LR 59-1. *See* LR-2.

15 LRS 59-1 states:

- 16 (a) Motions seeking reconsideration of case-dispositive orders are governed by  
 17 Fed. R. Civ. P. 59 or 60, as applicable. A party seeking reconsideration under  
 18 this rule must state with particularity the points of law or fact that the court has  
 19 overlooked or misunderstood. Changes in legal or factual circumstances that  
 20 may entitle the movant to relief also must be stated with particularity. The court  
 21 possesses the inherent power to reconsider an interlocutory order for cause, so  
 22 long as the court retains jurisdiction. Reconsideration also may be appropriate  
 23 if (1) there is newly discovered evidence that was not available when the  
 24 original motion or response was filed, (2) the court committed clear error or the  
 25 initial decision was manifestly unjust, or (3) if there is an intervening change in  
 26 controlling law.  
 27 (b) Motions for reconsideration are disfavored. A movant must not repeat  
 28 arguments already presented unless (and only to the extent) necessary to  
 explain controlling, intervening law or to argue new facts. A movant who  
 repeats arguments will be subject to appropriate sanctions.

24 Case law provides that reconsideration of an interlocutory order is only appropriate if (1) the court is  
 25 presented with newly discovered evidence, (2) the court has committed clear error, or (3) there has  
 26 been an intervening change in controlling law. *Kona Enters., Inc. v. Estate of Bishop*, 229 F.3d 877,  
 27 890 (9th Cir.2000); *see also Hernandez v. IndyMac Bank*, No. 2:12-cv-00369-MMD-CWH, 2017 U.S.  
 28 Dist. LEXIS 64795, 2017 WL 1550233, at \* 1 (D. Nev. Apr. 28, 2017) (holding there must be “facts



1 or law of a strongly convincing nature in support of reversing the prior decision”). "There may also be  
 2 other, highly unusual, circumstances warranting reconsideration." *School Dist. No. 1J, Multnomah*  
 3 *Cnty., Or. v. ACandS, Inc.*, 5 F.3d 1255, 1263 (9th Cir. 1993). A motion for reconsideration is not an  
 4 avenue to re-litigate the same issues and arguments upon which the court already has ruled." *In re*  
 5 *AgriBioTech, Inc.*, 319 B.R. 207, 209 (D.Nev. 2004); *see also Merozoite v. Thorp*, 52 F.3d 252, 255  
 6 (9th Cir.1995); *Khan v. Fasano*, 194 F.Supp.2d 1134, 1136 (S.D. Cal. 2001) ("A party cannot have  
 7 relief under this rule merely because he or she is unhappy with the judgment.")

8 In essence, a court has discretion to depart from a prior order only when (1) the motion is  
 9 necessary to correct manifest errors of law or fact upon which the judgment is based; (2) the moving  
 10 party presents newly discovered or previously unavailable evidence; (3) the motion is necessary to  
 11 prevent manifest injustice; or (4) there is an intervening change in controlling law. *Turner v.*  
 12 *Burlington N. Santa Fe R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003) (quoting *McDowell v. Calderon*,  
 13 197 F.3d 1253, 1254 n. 1 (9th Cir. 1999) (en banc)).

14 A motion for reconsideration "may not be used to raise arguments or present evidence for the  
 15 first time when they could reasonably have been raised earlier in the litigation." *Kona Enters., Inc.*,  
 16 229 F.3d at 890. Motions to reconsider are granted sparingly. *See, e.g., School Dist. No. 1J v. ACandS,*  
 17 *Inc.*, 5 F.3d 1255, 1263 (9th Cir. 1993); *see also* LR 59-1(b) ("Motions for reconsideration are  
 18 disfavored."). A motion for reconsideration is properly denied when the movant fails to establish any  
 19 reason justifying relief. *Backlund v. Barnhart*, 778 F.2d 1386, 1388 (9th Cir. 1985).

20 "It is improper to ask the court to 'think about [an] issue again in the hope that [it] will come  
 21 out the other way a second time.'" *United States v. Motalebi*, Case No. 2:17-CR-34 JCM (NJK), 2021  
 22 U.S. Dist. LEXIS 117110, at \* 3 (D. Nev. June 23, 2021) (quoting *Teller v. Dogge*, 2013 U.S. Dist.  
 23 LEXIS 17425, 2013 WL 50826, at \*6 n. 6 (D. Nev. 2013). Yet, that is precisely what the Piazzas'  
 24 Motion does. The Piazzas ask this Court to consider the issue anew.

25 **E. The Piazzas Have Failed to Demonstrate the State Court Committed Clear Error**  
 26 **in Granting the Motion for Sanctions.**

27 At its core, the Piazzas, through their Motion, ask this Court to second-guess the decision of  
 28 the Court which heard all of the history of the Piazzas' repeated efforts to evade deposition,

1 repeatedly warned the Piazzas that they needed to attend their depositions, signed Orders setting firm  
2 deposition dates, and warned the Piazzas that sanctions could be applicable if they failed to do so.

3 **1. The Motion to Reconsider is Not Supported by Any “Newly Discovered  
4 Evidence.”**

5 But the Piazzas’ Motion is not supported by any “newly discovered evidence” that was not  
6 available to the State Court. The only “new evidence” presented in the Motion is Mr. Piazza’s self-  
7 serving declaration, but even that does not demonstrate the State Court’s decision was clearly  
8 erroneous at the time it was made. Nor is it “newly discovered” because that information was  
9 available to the Piazzas at the time the State Court decided the Motion for Sanctions. Absent from  
10 the Motion is any declaration from Jennifer Piazza or from the VNV Trusts.

11 Moreover, in his self-serving declaration, Mr. Piazza freely admits that he *chose* to focus on  
12 other things instead of appearing for his depositions—purportedly, the potential foreclosure of the  
13 property and financing for a potential chapter 11. He *concedes* that he and the other Piazzas did not  
14 attend the scheduled depositions, and he simply states: “We recognize that, in hindsight, this may  
15 have been a mistake.” AECF No. 73, ¶¶ 3-4. Hindsight is always 20-20. But the fact that Mr. Piazza  
16 now recognizes his failure to appear—after the Piazzas were sanctioned—was a strategic mistake on  
17 his part does not demonstrate that the State Court’s decision was manifestly erroneous at the time it  
18 was made. Nor does it justify a reconsideration by this Court.

19 **2. There is No Intervening Change in Controlling Law Warranting  
20 Reconsideration.**

21 Nor have the Piazzas demonstrated an intervening change in controlling law. In fact, they  
22 appear to take the position that the State Court came to the wrong decision, while applying Nevada  
23 state law, because the Piazzas would analyze it differently under *federal law*. In essence, the Piazzas  
24 advocate for this Court to conduct a de novo review of the Motion for Sanctions under the federal  
25 standard. But the Piazzas have failed to cite any precedent to suggest that this Court can conduct a  
26 de novo review of the factors for potential sanctions on a motion for reconsideration. The real issue  
27 is whether the State Court manifestly erred in applying Nevada state law at the time it rendered its  
28 decision -- and it did not.

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1                   **3. The Piazzas Have Failed to Demonstrate That the State Court’s Decision Was**  
 2                   **Clearly Erroneous.**

3                   The State Court appropriately considered, and weighed, the *Johnny Ribeiro*<sup>19</sup> factors in the  
 4 briefing and hearing and then addressed the factors that weighed most heavily in favor of, and  
 5 justified its decision, in its written Sanctions Order. Ex. 13 at ¶¶ 6-9 (addressing the degree of  
 6 willfulness of the offending parties), ¶¶ 10-13 (addressing the extent to which the non-offending  
 7 party would be prejudiced by a lesser sanction, the severity of the sanction relative to the severity of  
 8 the discovery abuse, whether any evidence has been irreparably lost, the feasibility and fairness of  
 9 alternative, less severe sanctions, and the need to deter the parties from similar abuses), ¶ 14  
 10 (addressing whether the sanction unfairly operates to penalize the Piazzas for the misconduct of their  
 11 attorney). If the State Court had failed to consider the correct factors or to weigh them, then  
 12 reconsideration might be appropriate. But that is not what happened. What matters is that the State  
 13 Court appropriately considered the relevant factors and applied them to the case before him.<sup>20</sup>

14                   The fact that the Piazzas personally disagree with the State Court’s decision is irrelevant.  
 15 Moreover, the Piazzas’ self-serving declaration that they believe the State Court issued “extraordinary,  
 16 and frankly unheard of, case terminating sanctions based on [their] non-appearance at a single  
 17 deposition” is also irrelevant.<sup>21</sup> *See* Mot. at 11:6-9. The Nevada Supreme Court has repeatedly  
 18 recognized that District Courts have the power to sanction bad behavior, both pursuant to NRCP 37  
 19 and within their inherent equitable power. *See* NRCP 37; *see also e.g., Bahena v. Goodyear Tire &*  
 20 *Ruber Co.*, 126 Nev. 243, 235 P.3d 592 (2010). NRCP 37(d) specifically provides that the district  
 21 court may sanction a party if that party fails to attend his own depositions. NRCP 37(d), entitled

22 \_\_\_\_\_  
 23 <sup>19</sup> *Young v. Johnny Ribeiro Building*, 106 Nev. 88, 787 P.2d 777 (1990).

24 <sup>20</sup> The Piazzas also suggest that LVDF’s counsel is aware that the State Court came to the wrong decision because a  
 25 different judge, in a different case, entered a different sanctions order. What a different judge (Judge Kishner) did in a  
 26 different case based on different conduct is totally irrelevant because there is no set formula for sanctions. Rather, each  
 27 time a motion for sanctions is presented, the district court is required to consider and weigh all of the factors based on the  
 28 unique circumstances of that case and the conduct at issue.

<sup>21</sup> It bears noting that there are federal cases striking a party’s answer—like the State Court did here—when the disobedient  
 party willfully failed to attend their deposition after being ordered and admonished that a failure to appear may result in  
 severe sanctions (as was the case here). *See e.g. U.S. v. Uptergrove*, 2008 U.S. Dist. LEXIS 22610, at \*26-27 (E.D. Cal.  
 Mar. 7, 2008); *In re Lebbos*, 385 B.R. 737, 754-755 (Bankr. E.D. Cal. 2008); *In re Price*, Nos. 08-32570-KRH, APN 08-  
 03115-KRH, 2009 Bankr. LEXIS 4457, at 11-12 (Bankr. E.D. Va. Apr. 13, 2009); *U.S. v. De Frantz*, 708 F.2d 310, 311-  
 12 (7th Cir. 1983). The State Court’s sanctions are hardly “unheard of.”

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1 “Party’s Failure to Attend Its Own Depositions . . . .” provides: “The court may, on motion, order  
 2 sanctions if: (i) a party or a party’s officer, director, or managing agent — or a person designated  
 3 under Rule 30(b)(6) or 31(a)(4) — fails, after being served with proper notice, to appear for that  
 4 person’s deposition . . . .” NRCP 37(d)(1)(A). Sanctions for a party’s failure to attend their own  
 5 deposition includes all of the sanctions listed in NRCP 37(b)(1) which includes, but is not limited to,  
 6 “striking pleadings in whole or in part,” “dismissing the action or proceeding in whole or in part,”  
 7 “prohibiting the disobedient party from supporting or opposing designated claims or defenses, or from  
 8 introducing designated matters in evidence,” or “rendering a default judgment against the disobedient  
 9 party.” *See* NRCP 37(d)(3); *see also* NRCP 37(b)(1).

10 Moreover, the Nevada Supreme Court has made clear that severe sanctions (such as dismissal  
 11 or entering liability against a party) does ***not*** need to be preceded by less severe sanctions so long as  
 12 it is imposed “after thoughtful consideration of all the factors involved in a particular case.” *Bahena*,  
 13 126 Nev. at 252, 235 P.3d at 598 (quoting *Young*, 106 Nev. at 92, 787 P.2d at 780). In this case, the  
 14 State Court thoughtfully considered all the factors involved and placed particular emphasis on the lack  
 15 of appropriate lesser sanctions (based on the history of the Piazzas’ conduct and the fact that the  
 16 Piazzas’ depositions were part of a prior court order) and the prejudice to LVDF and the other  
 17 Defendants—the very same factors the Piazzas claim that the State Court failed to consider. Ex. 12 at  
 18 25:10-27:6, 36:3-14; Ex. 13 at ¶¶ 10-13, 15-16.

#### 19 **4. The Piazzas’ Remaining Arguments Are Irrelevant.**

20 The Piazzas also spend a great deal of time, in their Motion, making much ado about LVDF’s  
 21 current ability to conduct 2004 examinations and their purported potential ability to prevail on the  
 22 merits. Whether LVDF now has the opportunity to conduct 2004 examinations in the context of the  
 23 Chapter 11 case (but not depositions in the Adversary Proceeding)<sup>22</sup> has no bearing on determining  
 24 whether the State Court manifestly erred at the time it rendered its decision. If anything, the fact that  
 25 discovery has closed strengthens the State Court’s Sanctions Order.

---

26  
 27 <sup>22</sup> The Piazzas have taken the position in other filings before this Court that discovery is closed in the Adversary  
 28 Proceedings and thus, that no depositions can be taken. *See* ECF No. 245 at 3:1-2 (“discovery in the removed action  
 (Adversary Proceeding No. 22-01116-abl) has concluded); ECF No. 246 at 3:1-2 (stating the same).

1 Also irrelevant is the Piazzas' self-serving contention that they would have had an  
 2 "overwhelming likelihood of succeeding on the merits of the case." Mot. at 15:19-21. The likelihood  
 3 of prevailing on the merits of a claim (or claims) is not a factor for consideration under either the  
 4 Nevada or federal standard. *See gen. Young*, 106 Nev. at 93; *see also Hester v. Visions Airlines*, 687  
 5 F.3d 1162, 1169 (9th Cir. 2012). The only factor related to the merits is the "public policy favoring  
 6 the disposition of cases on their merits," which the State Court considered and found weighed in  
 7 favor of sanctions in this case. Ex. 13 at ¶ 11; *see also* Ex. 12 at 12:22-13:1; Ex. 4 at 25:10-27:6,  
 8 36:3-14. Moreover, if the Piazzas were so sure to prevail on the merits of LVDF's claims (they were  
 9 not), then perhaps the Piazzas should have appeared for any of their eleven scheduled depositions  
 10 and made their case. Based on Mr. Piazza's Declaration, it is clear that they simply chose not to.<sup>23</sup>

#### 11 **IV. CONCLUSION**

12 The State Court, after hearing for months that the Piazzas may not appear for duly noticed  
 13 depositions, warned the Piazzas that failure to do so would be a "big deal" and may result in  
 14 sanctions. The State Court later called its warnings a "scream" from the trial judge for "everyone [to]  
 15 show up for your depositions." The Piazzas chose to willfully disregard the State Court's numerous  
 16 warnings and the Stipulation and Order setting firm deposition dates.

17 The Piazzas now realize their failures to appear were a mistake. But they made that conscious  
 18 and calculated decision.<sup>24</sup> The fact that the Piazzas now regret their decision (*i.e.* "I might have made  
 19 a mistake" defense) does not render the State Court's decision clearly erroneous. Rather, the record—  
 20 which the Piazzas intentionally failed to provide to this Court—supports the State Court's decision.

21 Dated 8-18-2022

/s/ Nicole E. Lovelock, Esq.

Nicole E. Lovelock, Esq.

Andrea M. Champion, Esq.

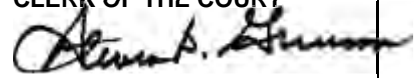
*Attorneys for LVDF*

25  
 26  
 27 <sup>23</sup> In support of their contention that they were sure to prevail on the merits of LVDF's Counterclaims, the Piazzas yet  
 again point this Court to the State Court's January 23, 2020 Order. Again, the Piazzas have failed to provide the Court  
 with copies of the State Court's June 8, 2020 Orders which explicitly state that the January 23, 2020 Order was purely  
 "preliminary findings related to the temporary restraining order" and cannot be the basis of any final judgment in the case.  
**Exhibits 14 and 15** hereto.

28 <sup>24</sup> It is notable that when the Piazzas failed to appear for their depositions, they were able to obtain the advice and assistance  
 of both state and bankruptcy counsel.

# EXHIBIT 1

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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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**APPENDIX OF EXHIBITS IN SUPPORT  
OF DEFENDANT/COUNTERCLAIMANTS'  
MOTION FOR CASE DISPOSITIVE  
SANCTIONS ON ORDER SHORTENING  
TIME**

**Hearing Date: May 25, 2022**  
**Hearing Time: 9:30 a.m.**

23  
24 **AND ALL RELATED COUNTERCLAIMS.**

25  
26 Defendant/Counterclaimants Las Vegas Development Fund, LLC (“LVDF”), EB5 Impact  
27 Capital Regional Center, LLC (“EBIC”), EB5 Impact Advisors, LLC (“EB5IA”), Robert W. Dziubla  
28 (“Dziubla”), Jon Fleming (“Fleming”), and Linda Stanwood (“Stanwood”) (collectively as “Lender

Parties”), by and through their attorneys of record, hereby submit, pursuant to EDCR 2.27(b), their *Appendix of Exhibits in Support of Defendant/Counterclaimants’ Motion for Case Dispositive Sanctions on Order Shortening Time* as follows:

<b>EXHIBIT</b>	<b>DOCUMENT</b>	<b>PAGE NOS.</b>
1.	Ignatius Piazza’s August 20, 2018 letter for LVDF, previously produced as FS(1)00018-FS(1)00036 and A-000018-000036	APP 001 – APP 020
2.	Ignatius Piazza’s August 25, 2018 letter to LVDF, previously produced as FS(1)00166-00169	APP 021 – APP 025
3.	Transcript of the Audio Recording that Mr. Dziubla obtained of Mr. Piazza speaking on July 4, 2021 at Front Sight’s Annual July 4 <sup>th</sup> Members’ Reunion Celebration	APP 026 – APP 030
4.	Declaration of Kenneth E. Hogan, Esq. (the “Hogan Decl.”)	APP 031 – APP 050
5.	Declaration of Nicole E. Lovelock, Esq. (the “Lovelock Decl.”)	APP 051 – APP 058
6.	Kenneth E. Hogan, Esq.’s February 24, 2021 email correspondence to Mr. Aldrich.	APP 059 – APP 062
7.	Kenneth E. Hogan, Esq.’s March 19, 2021 through March 26, 2021 email correspondence with Mr. Aldrich.	APP 063 – APP 066
8.	Kenneth E. Hogan, Esq.’s March 26, 2021 through April 7, 2021 email correspondence with Mr. Aldrich.	APP 067 – APP 070
9.	Kenneth E. Hogan, Esq.’s April 13, 2021 email correspondence with Mr. Aldrich.	APP 071 – APP 074
10.	Kenneth E. Hogan, Esq.’s April 15, 2021 through April 19, 2021 email correspondence with Mr. Aldrich.	APP 075 – APP 080
11.	Kenneth E. Hogan, Esq.’s April 30, 2021 email correspondence with Mr. Aldrich.	APP 081 – APP 083
12.	Notice of Deposition of Jennifer Piazza, served on May 11, 2021	APP 084 – APP 087
13.	Notice of Deposition of Ignatius Piazza, served on May 11, 2021.	APP 088 – APP 091
14.	Notice of Deposition of Front Sight, served on May 18, 2021	APP 092 – APP 099
15.	Kenneth E. Hogan, Esq.’s May 24, 2021 email correspondence to Mr. Aldrich.	APP 100 – APP 101
16.	Kenneth E. Hogan, Esq.’s May 24, 2021 through June 1, 2021 email correspondence with Mr. Aldrich.	APP 102 – APP 108
17.	June 2, 2021 Notice of Service for the Amended Notice of Deposition of Jennifer Piazza.	APP 109 – APP112
18.	June 2, 2021 Notice of Service for the Amended Notice of Deposition of Ignatius Piazza.	APP 113 – APP 116
19.	Amended Notice of Deposition of Front Sight, served on June 1, 2021	APP 117 – APP 123
20.	Kenneth E. Hogan, Esq.’s June 9, 2021 through June 18, 2021 email correspondence with Mr. Aldrich.	APP 124 – APP 127



<b>EXHIBIT</b>	<b>DOCUMENT</b>	<b>PAGE NOS.</b>
21.	Kenneth E. Hogan, Esq.'s June 9, 2021 through June 21, 2021 email correspondence with Mr. Aldrich.	APP 128 – APP 132
22.	Kenneth E. Hogan, Esq.'s June 9, 2021 through June 23, 2021 email correspondence with Mr. Aldrich.	APP 133 – APP 140
23.	Amended Notice of Deposition of Jennifer Piazza, served on June 24, 2021.	APP 141 – APP 144
24.	Amended Notice of Deposition of Ignatius Piazza, served on June 24, 2021.	APP 145 – APP 148
25.	Amended Notice of Deposition of Front Sight, served on June 24, 2021.	APP 149 – APP 155
26.	Kenneth E. Hogan, Esq.'s July 15, 2021 and July 19, 2021 email correspondence to Mr. Aldrich.	APP 156 – APP 157
27.	Kenneth E. Hogan, Esq.'s July 20, 2021 email correspondence to Mr. Aldrich.	APP 158 – APP 159
28.	Kenneth E. Hogan, Esq.'s July 22, 2021 through July 27, 2021 email correspondence with Mr. Aldrich.	APP 160 – APP 163
29.	Third Amended Notice of Deposition of Jennifer Piazza, served on August 3, 2021.	APP 164 – APP 167
30.	Third Amended Notice of Deposition of Ignatius Piazza, served on August 3, 2021.	APP 168 – APP 171
31.	Third Amended Notice of Deposition of Front Sight, served on August 3, 2021.	APP 172 – APP 178
32.	Kenneth E. Hogan, Esq.'s August 4, 2021 through August 6, 2021 email correspondence with Mr. Aldrich.	APP 179 – APP 185
33.	Kenneth E. Hogan, Esq.'s August 4, 2021 through August 6, 2021 email correspondence with Mr. Aldrich.	APP 186 – APP 189
34.	Kenneth E. Hogan, Esq.'s August 16, 2021 email correspondence with Mr. Aldrich.	APP 190 – APP 192
35.	Kenneth E. Hogan, Esq.'s August 20, 2021 email correspondence to Mr. Aldrich.	APP 193 – APP 194
36.	Kenneth E. Hogan, Esq.'s August 27, 2021 email correspondence to Mr. Aldrich.	APP 195 – APP 196
37.	Kenneth E. Hogan, Esq.'s September 7, 2021 through September 8, 2021 email correspondence with Mr. Aldrich.	APP 197 – APP 199
38.	Fourth Amended Notice of Deposition of Jennifer Piazza, served on September 15, 2021.	APP 200 – APP 203
39.	Fourth Amended Notice of Deposition of Ignatius Piazza, served on September 15, 2021.	APP 204 – APP 207
40.	Kenneth E. Hogan, Esq.'s September 15, 2021 through September 21, 2021 email correspondence with Mr. Aldrich.	APP 208 – APP 215
41.	Kenneth E. Hogan, Esq.'s September 23, 2021 email correspondence to Mr. Aldrich.	APP 216 – APP 217
42.	Kenneth E. Hogan, Esq.'s October 5, 2021 email correspondence to Mr. Aldrich.	APP 218 – APP 219
43.	Kenneth E. Hogan, Esq.'s October 7, 2021 email correspondence to Mr. Aldrich.	APP 220 – APP 221
44.	Fifth Amended Notice of Deposition of Jennifer Piazza, served on October 8, 2021.	APP 222 – APP 225

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<b>EXHIBIT</b>	<b>DOCUMENT</b>	<b>PAGE NOS.</b>
45.	Fifth Amended Notice of Deposition of Ignatius Piazza, served on October 8, 2021.	APP 226 – APP 229
46.	Fourth Amended Notice of Deposition of Front Sight Management, LLC, served on October 8, 2021.	APP 230 – APP 236
47.	Notice of Deposition of VNV Dynasty Trust I, served on October 8, 2021.	APP 237 – APP 240
48.	Notice of Deposition of VNV Dynasty Trust II, served on October 8, 2021.	APP 241 – APP 244
49.	Supplemental Notices of Deposition of VNV Dynast Trust I and VNV Dynasty Trust II, served on November 4, 2021.	APP 245 – APP 248
50.	Kenneth E. Hogan, Esq.'s November 11, 2021 through November 12, 2021 correspondence with Mr. Aldrich.	APP 249 – APP 258
51.	Nicole E. Lovelock, Esq.'s December 22, 2021 through December 23, 2021 email with Mr. Aldrich.	APP 259 – APP 262
52.	Sixth Amended Notice of Deposition of Jennifer Piazza, served on December 27, 2021.	APP 263 – APP 266
53.	Sixth Amended Notice of Deposition of Ignatius Piazza, served on December 27, 2021.	APP 267 – APP 270
54.	Fifth Amended Notice of Deposition of Front Sight Management LLC, served on December 27, 2021.	APP 271 – APP 277
55.	First Amended Notice of Deposition of the Trustee(s) of the VNV Dynasty Trust I, served on December 27, 2021.	APP 278 – APP 281
56.	First Amended Notice of Deposition of the Trustee(s) of the VNV Dynasty Trust II, served on December 27, 2021.	APP 282 – APP 285
57.	Nicole E. Lovelock, Esq.'s January 3, 2021 email correspondence with Mr. Aldrich.	APP 286 – APP 289
58.	Nicole E. Lovelock, Esq.'s January 10, 2022 through January 13, 2022 emails with Mr. Aldrich.	APP 290 – APP 295
59.	Andrea M. Champion, Esq.'s January 10, 022 through January 13, 2022 emails with Mr. Aldrich.	APP 296 – APP 300
60.	Andrea M. Champion, Esq.'s January 10, 022 through January 14, 2022 emails with Mr. Aldrich.	APP 301 – APP 311
61.	Seventh Amended Notice of Deposition of Jennifer Piazza, served on February 2, 2022	APP 312 – APP 315
62.	Seventh Amended Notice of Deposition of Ignatius Piazza, served on February 2, 2022	APP 316 – APP 319
63.	Sixth Amended Notice of Deposition of Front Sight Management, LLC, served on February 2, 2022	APP 320 – APP 331
64.	Second Amended Notice of Deposition of the Trustee(s) of the VNV Dynasty Trust I, served on February 2, 2022.	APP 332 – APP 338
65.	Second Amended Notice of Deposition of the Trustee(s) of the VNV Dynasty Trust II, served on February 2, 2022.	APP 339 – APP 345
66.	Stipulation and Order Extending Discovery and Continuing Trial, filed on January 21, 2022.	APP 346 – APP 358
67.	Eighth Amended Notice of Deposition of Jennifer Piazza, served on March 10, 2022.	APP 359 – APP 362
68.	Eighth Amended Notice of Deposition of Ignatius Piazza, served on March 10, 2022.	APP 363 – APP 366

**JONES LOVELOCK**  
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<b>EXHIBIT</b>	<b>DOCUMENT</b>	<b>PAGE NOS.</b>
69.	Seventh Amended Notice of Deposition of Front Sight Management, LLC, served on March 10, 2022.	APP 367 – APP 378
70.	Third Amended Notice of Deposition of the VNV Dynasty Trust I, served on March 10, 2022.	APP 379 – APP 385
71.	Third Amended Notice of Deposition of the VNV Dynasty Trust II, served on March 10, 2022.	APP 386 – APP 392
72.	Andrea M. Champion, Esq.'s email correspondence with Mr. Aldrich from March 10, 2022 to April 6, 2022.	APP 393 – APP 438
73.	Ninth Amended Deposition Notice of Jennifer Piazza, served on March 18, 2022.	APP 439 – APP 442
74.	Tenth Amended Deposition Notice of Jennifer Piazza, served on March 25, 2022.	APP 443 – APP 446
75.	Ninth Amended Deposition Notice of Ignatius Piazza, served on March 25, 2022.	APP 447 – APP 450
76.	Eighth Amended Deposition Notice of Front Sight Management, LLC, served on March 25, 2022.	APP 451 – APP 462
77.	Fourth Amended Deposition Notice of the Trustee(s) of the VNV Dynasty Trust I, served on March 25, 2022.	APP 463 – APP 469
78.	Fourth Amended Deposition Notice of the Trustee(s) of the VNV Dynasty Trust II, served on March 25, 2022.	APP 470 – APP 476
79.	Eleventh Amended Deposition Notice of Jennifer Piazza, served on April 1, 2022.	APP 477 – APP 480
80.	Tenth Amended Deposition Notice of Ignatius Piazza, served on April 1, 2022.	APP 481 – APP 484
81.	Ninth Amended Deposition Notice of Front Sight Management, LLC, served on April 1, 2022.	APP 485 – APP 496
82.	Fifth Amended Deposition Notice of the Trustee(s) of the VNV Dynasty Trust I, served on April 1, 2022.	APP 497 – APP 503
83.	Fifth Amended Deposition Notice of the Trustee(s) of the VNV Dynasty Trust II, served on April 1, 2022.	APP 504 – APP 510
84.	Stipulation and Order Extending Discovery and Continuing Trial, filed on April 6, 2022.	APP 511 – APP 524
85.	Andrea M. Champion, Esq.'s email correspondence with Mr. Aldrich on April 22, 2022.	APP 525 – APP 528
86.	Andrea M. Champion, Esq.'s email correspondence with Mr. Aldrich on April 25, 2022.	APP 529 – APP 531
87.	Andrea M. Champion, Esq.'s email correspondence with Mr. Aldrich on April 26, 2022.	APP 532 – APP 534
88.	Andrea M. Champion, Esq.'s email correspondence with Mr. Aldrich on April 27, 2022.	APP 535 – APP 537
89.	Andrea M. Champion, Esq.'s email correspondence with Mr. Aldrich on April 28, 2022.	APP 538 – APP 540
90.	Deposition Jennifer Piazza, April 25, 2022	APP 541 – APP 549
91.	Deposition Ignatius Piazza, April 26, 2022.	APP 550 – APP 557
92.	Deposition of Ignatius Piazza, 30(b)(6) for Front Sight Management, LLC, April 27, 2022	APP 558 – APP 565

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EXHIBIT	DOCUMENT	PAGE NOS.
93.	Deposition of Ignatius Piazza, 30(b)(6) for the VNV Dynasty Trust I, April 28, 2022.	APP 566 – APP 573

DATED this 12<sup>th</sup> day of May 2022.

*/s/ Andrea M. Champion, Esq.*

Andrea M. Champion, Esq. (13461)

Nicole E. Lovelock, Esq. (11187)

Sue Trazig Cavaco, Esq. (6150)

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*Fund, LLC, EB-5 Impact Capital Regional*

*Center, LLC, EB-5 Impact Advisors, LLC,*

*Robert W. Dziubla, Jon Fleming and Linda Stanwood*

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 12<sup>th</sup> day of May 2022, a true and correct copy of the foregoing **APPENDIX OF EXHIBITS IN SUPPORT OF DEFENDANT/COUNTERCLAIMANTS' MOTION FOR CASE DISPOSITIVE SANCTIONS ON ORDER SHORTENING TIME** was served by electronically submitting with the Clerk of the Court using electronic system and serving all parties with an email on record.

/s/ Julie Linton  
An employee of JONES LOVELOCK

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

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EXHIBIT “1”

EXHIBIT “1”



August 20, 2018

Via FedEx and Email (rdziubla@eb5impactcapital.com)

Mr. Robert W. Dziubla  
President & CEO  
Las Vegas Development Fund, LLC  
916 Southwood Boulevard, Suite 1G  
P. O. Box 3003  
Incline Village, Nevada 89450

With a copy to:

EB5 Impact Capital Regional Center LLC  
916 Southwood Blvd., Suite 1G  
Incline Village, Nevada 89450

Michael A. Brand, Esq.  
2924 Selwyn Circle  
Santa Barbara, California 93105

C. Matthew Schulz, Esq.  
Dentons US LLP  
1530 Page Mill Road, Suite 200  
Palo Alto, California 94304-1125

Re: **Response to Notice of Default dated July 30, 2018**

Dear Mr. Dziubla:

We acknowledge receipt of the document entitled "Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project Costs" (the "Notice") delivered on July 30, 2018 by Las Vegas Development Fund, LLC, as lender ("Lender"), to Front Sight Management LLC, as borrower ("Borrower" or "Front Sight").

Said notice alleges breach by Borrower of that certain Construction Loan Agreement dated October 6, 2016 (the "Original Loan Agreement"), that certain First Amendment to Loan Agreement dated July 1, 2017 (the "First Amendment"), and that certain Second Amendment to Loan Agreement dated February 28, 2018 (the "Second Amendment"); collectively, the Original Loan Agreement, the First Amendment and the Second Amendment may be referred to as the "Construction Loan Agreement").

There have been no payment defaults on the part of Borrower under the Construction Loan Agreement. We categorically disagree that any breach has occurred as stated in the aforementioned Notice; therefore, we do not agree with any remedial action identified in the Notice. Before setting forth the full response to said

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President & CEO  
Las Vegas Development Fund LLC  
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Notice, the matters in dispute should be placed in the context of the background and history that has led us to where we find ourselves today.

### Background and History

#### Inducement of Front Sight to Fund Your EB-5 Raise for the Development and Construction of the Front Sight Resort Project in Detrimental Reliance on a Raise of \$75 Million

As reflected in email correspondence between you and Front Sight officers, as early as October of 2012, representations were made to us that you and your associates had the ability, experience and networking breadth with Chinese investors to enable you “to put together a financing package for some, or perhaps all, of the \$150 million you [Front Sight] were seeking to raise.” (Email correspondence from Robert Dziubla to Mike Meacher dated August 27, 2012.)

In a proposal letter dated September 13, 2012, you, as President and CEO of Kenworth Capital, represented to us that, provided Front Sight agreed to pay “upfront fees” of \$300,000 to cover your “direct out-of-pocket cost to do an EB-5 raise,” you “will be able to structure the \$65 million of EB-5 financing as non-recourse debt secured only by a mortgage on the property. Thus, no personal guaranties or other collateral will be required from Dr. Piazza or Front Sight. This non-recourse element of the EB-5 financing is truly extraordinary.” The structure chart attached to that proposal letter contemplated “130 foreign investors,” “\$500,000 from each investor,” and a “\$65 million loan” for the development and construction of the Front Sight Resort Project. In said letter, you represented that your “partners, Emyrean West (Dave Keller and Jay Carter), are the owners and managers of a USCIS-approved regional center, Liberty West Regional Center, through which we will invest the \$65 million of EB-5 funding.” In that same proposal letter, you further represented to us:

“I personally have been conversant with and involved in EB-5 financing since the program was first established in 1990, as one of my oldest friends and a fellow partner of mine at Baker & McKenzie, the world’s largest law firm, ran the Firm’s global immigration practice out of the Hong Kong office. During my career, I have spent much of my life living and working in China / Asia and have worked with many Chinese clients and institutions investing abroad. This experience has provided me with an expansive network of relationships throughout China for sourcing EB-5 investors; and this personal network is coupled with our collective relationships with the leading visa advisory firms operating in China.

“In addition to the Chinese EB-5 funding, Emyrean West has been authorized by the Vietnamese government to act as the exclusive EB-5 firm in Vietnam and has been exempted from the \$5,000 limit on international money transfers.

“On a separate note, we also think the Front Sight project will be especially attractive to Chinese / Asian investors because it has “sizzle” since firearms are forbidden to our Chinese investors. Thus any who do invest will be able to tell all of their friends and family that they have invested into Front Sight and been granted a preferred membership that gives them the right to receive Front Sight training in handguns, shotguns, rifles, and machine guns anytime they want.”

In that same letter, you also represented to us 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 the next 6 – 8 months. This sort of extended timing seems to be compatible with Front Sight’s development timeline given our discussions.” (Email correspondence from Robert Dziubla to Mike Meacher dated September 13, 2012, and attached letter of proposal of even date.)



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Las Vegas Development Fund LLC  
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After multiple exchanges of email correspondence and several meetings, you represented to Front Sight that you and your partners were working on a proposal for “the creation of a new regional center for the Front Sight project and the raise of up to \$75m (interest reserve included) of EB-5 immigrant investor financing.” (Email correspondence from Robert Dziubla to Mike Meacher dated December 27, 2012.)

On February 8, 2013, as President & CEO of EB5 Impact Advisors LLC (“EB5IA”), you submitted a revised proposal (the “Engagement Letter”) to Front Sight for the engagement of EB5IA to perform services in connection with the **raising of \$75 million of debt financing** for Front Sight to expand its operations through the EB-5 immigrant investor program supervised by the USCIS, said services to include, amongst other, engaging the services of other professionals to achieve the establishment of the EB5 Impact Capital Regional Center covering Nye County, Nevada, and with approved job codes encompassing the Front Sight Resort Project; to prepare the business plan and economic impact analysis for both the Regional Center and the Front Sight Resort Project as the exemplar transaction for the Regional Center; preparing the offering documentation and making presentations to prospective investors to obtain commitments for the contemplated financing. (Email correspondence from Robert Dziubla to Mike Meacher dated February 8, 2013 and attached letter of engagement. Emphasis ours.) After negotiating a few changes, Front Sight placed its trust in you and your team and executed the Engagement Letter in February of 2013.

#### EB5 Impact Capital Failure to Deliver on \$75 Million Raise and Promised Timeline

After many months of intense work, with all costs and expenses covered by Front Sight, the application for approval of the Regional Center was filed on April 15, 2014.

During the extended period of waiting for the approval of the Regional Center and the Exemplar Project, more promises and representations were made with respect to the rapidity of the EB-5 raise, including the below:

“We anticipate that once we start the roadshows for the Front Sight project, which will have already been pre-approved by USCIS as part of the I-924 process – a very big advantage -- **we should have the first tranche of \$25m into escrow and ready for disbursement to the project (at the 75% level, i.e. \$18.75m, as discussed) within 4 – 5 months.**”

(Email correspondence from Robert Dziubla to Mike Meacher dated June 29, 2014; emphasis ours.)

After many more months of intense follow-up by all concerned parties, including Front Sight, the Regional Center and Exemplar Project were approved by the USCIS on July 27, 2015. Shortly thereafter, marketing efforts began by you, and others engaged by you, with Front Sight continuing to pay for all related costs and expenses. As we are all poignantly aware, the results of those efforts have fallen dramatically short, both of the \$75 million raise that Front Sight had been initially induced to expect, and of the reduced maximum \$50 million raise that subsequently you asked Front Sight to accept, long after Front Sight had been induced into incurring, and had in fact incurred, substantial costs and expenses in connection with such raise. (Email correspondence from Robert Dziubla to Mike Meacher dated July 22, 2017.)

A pattern was established of asking Front Sight to advance funds for travel and marketing expenses by you and other members of your team, including Jon Fleming, and then not delivering even a modest amount of EB-5 investor funds as promised. (“We look forward to having the \$53.5k deposited into our Wells Fargo account tomorrow. 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)

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subscribed by Thanksgiving.” Email correspondence from Robert Dziubla to Mike Meacher dated August 11, 2015.)

In October of 2015, you alluded to a “minimum raise of \$25 million” in multiple email correspondence concerning our upcoming negotiation of a construction loan agreement. In response to our repeated expressions of concern with the slow pace of securing investors for our EB-5 program, on December 16, 2015 you wrote: “With regard to the timeline, we may still be able to achieve the minimum raise of \$25m by January 31 and thereupon begin disbursing the construction loan proceeds to you, but a more realistic date might be February 8. Why that date you ask? Because the Christmas holidays and January 1<sup>st</sup> new year holiday are rather 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.” (Email correspondence from Robert Dziubla to Mike Meacher dated December 16, 2015; emphasis ours.)

On January 4, 2016, in reply to our query as to whether the “minimum raise of \$25 million” would be achieved by February 8, as you had indicated above, you wrote:

“The minimum raise for the Front Sight project is \$25m. At \$500k per investor, that requires 50 investors only. Once we have the \$25m in escrow and the loan documents have been signed (presumably within the next few days), then we will disburse 75% of that to you, i.e. \$18.75m and retain the other 25% in escrow to cover any I-526 applications that are rejected by USCIS, which is quite unlikely given that we already have USCIS exemplar approval for the project. Hence, we will not need to have 63 investors in escrow, just 50. Please refer to my email of October 20 to you detailing the funds disbursement process.

“With regard to timing, based on discussions with our agents over the past few days, including today, it looks like we may have 5 – 10 investors into escrow by February 8, with an additional 20 – 30 in the pipeline. The Chinese New year commences on February 8, so the market will essentially shut down for about two weeks, and then the investors will gradually return to work. The agents are saying that investors who have not already decided on the project by February 8 will contemplate it over the Chinese New Year and discuss it with their family, as it entails the fundamental life change of leaving their homeland and moving to the USA. We are pushing our agents hard to have 50 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 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 them to you. (See the Oct. 20 email.) Given that the current EB-5 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 the full \$75m by then.”

(Email correspondence from Robert Dziubla to Mike Meacher dated January 4, 2016; emphasis ours.)

On January 31, 2016, in response to our question as to how many “actual investors” with \$500,000 in investment funds into escrow we had to date, you responded: “Two.” (Email correspondence from Robert Dziubla to Mike Meacher dated January 31, 2016; emphasis ours.)

From the inception of your marketing efforts, you consistently refused Front Sight’s requests to have direct contact with parties reportedly performing services to find EB-5 investors, including King Liu and Jay Li,

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principals of the Sinowel firm. (Email correspondence from Robert Dziubla to Mike Meacher dated August 6, 2015.) From time to time you announced various alliances and associations with brokers and sales representatives in various regions with reported growing “pipelines,” but in the end, more than three years after the USCIS approval, after having paid at least \$512,500 in fees and expenses to date, Front Sight has only received \$6,375,000 in Construction Loan disbursements.

Notwithstanding the aforesaid lack of transparency on the part of EB5 Impact Capital, and in a good-faith effort to promote the ongoing marketing of our EB-5 program, as of November 15, 2016, Front Sight agreed to a modified version of your request of advancing you \$8,000 per month for marketing expenses, in detrimental reliance on your representation that the local/regional agents for the investors “were taking it all.” (Email correspondence from Dr. Ignatius Piazza to Robert Dziubla dated November 15, 2016.)

Furthermore, when you were soliciting us to pay for the Regional Center, Front Sight requested to be an owner of it since we were paying for it, but you responded that USCIS would not allow it and would look unfavorably on a developer owning a regional center. When we asked for full disclosure on the financial arrangements with the various agents and brokers you claimed to have in place, you told us that said agents require strict confidentiality on all financial arrangements with the regional center and thus you could not disclose to us the financial splits. Front Sight has recently learned from an experienced and reputable industry consultant that these representations are not true. In fact, Developers often own the regional centers handling their projects, and financial arrangements with the brokers and agents are normally transparent and regularly disclosed to the developers. You either knew or should have known that we, as developers, could have owned the Regional Center that we paid for, but for your misrepresentation that this would not be acceptable to the USCIS. You also either knew or should have known that we, as developers, were and are entitled to full disclosures of the financial arrangements that you have made or are making with agents and brokers who produce investors for the EB-5 investor program for our Project. We expressly reserve any claims that we may have against you with respect to the above misrepresentations and their consequences.

#### Response to Notice

The full response to the Notice is set forth below.

#### 1. Alleged Breach: Failure to Obtain Senior Debt by June 30, 2018

**Borrower is not in breach.** Pursuant to the definitions set forth in the Original Loan Agreement, “**Senior Debt**” means the additional loan that will be sought by Borrower, and which Borrower will use its best efforts to obtain, from a traditional financial institution specializing in financing projects such as the Project.” (Emphasis ours). Further, Section 5.27 of the Original Loan Agreement states that “Borrower will use its best efforts to obtain Senior Debt as defined herein.” (Emphasis ours). The “best efforts” language included in the Original Loan Agreement corresponds with the representations made by Lender to prospective EB-5 investors in accordance with the updated Confidential Private Placement Memorandum (the “Updated PPM”) that was finalized in late June of 2016 and forwarded by you to our outside counsel via email on June 30, 2016. In the section of the Updated PPM entitled “Summary of the Loan,” under the heading “The Loan,” it states in pertinent part as follows:

“Borrower will seek bridge financing of a senior commercial loan in the amount sufficient to build the Project in accordance with the Business Plan (the “Senior Loan”). If this occurs, it is likely that the commercial lender will procure the first mortgage/deed of trust and a first priority pledge and security interest in the Borrower and that the Fund will take

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a second priority position until such time as the Senior Loan is paid off with the proceeds of this Offering or from other sources.” (Emphasis ours.)

Further, in the section of the Updated PPM entitled “Risk Factors,” under the heading “Senior Loan and Second Mortgage Interest,” it states in pertinent part as follows:

“Borrower will seek bridge financing of a senior commercial loan in an amount sufficient to build out the Project (“Senior Loan”). If this occurs, it is likely that the commercial lender will procure the first mortgage/deed of trust and a first priority pledge and security interest in the Borrower and that the Fund will take a second priority position. There can be no assurances given that the Senior Loan will be available or, if available, on terms favorable to the Fund. If the Senior Loan is not procured, there is a risk that the Project may not be built, that the requisite jobs will not be created, and that the Investors’ applications for an EB5 visa will be denied.” (Emphasis ours.)

Based both on the language included in the Original Loan Agreement as well as the representations to the prospective EB-5 investors made by Lender in the Updated PPM, Borrower is NOT required to obtain Senior Debt.

Notwithstanding the foregoing, on or about October 31, 2017, Borrower obtained Senior Debt by securing a revolving line of credit in the maximum principal amount of Thirty-Six Million Dollars (US\$36,000,000.00) from Top Rank Builders, Inc., Morales Construction, Inc., and All American Concrete and Masonry, Inc. (collectively, “TRB”), which Borrower is using to build the Project facilities. Electronic copies of the fully-executed documents evidencing the revolving line of credit with TRB were delivered to Jon Fleming on October 31, 2017 (see copy of said email, together with its attachments, included as Exhibit “A” hereto). We further refer you to that certain Project Update – Q3 2017, prepared by EB5 Impact Capital Regional Center, LLC, the Class A Member and Manager of Lender, addressed to “Our valued EBS investors in the Front Sight Resort & Vacation Club,” a copy of which you forwarded to Mike Meacher via email on January 17, 2018, the second paragraph of which reads as follows:

“**Senior Construction Lender-** Front Sight has negotiated a \$36 million construction line of credit with the construction companies contracted to build the resort. This will be a 5-year term credit facility that accrues interest at 7% for the difference between any work done by the construction companies and the payments made by Front Sight to those companies. The terms of this agreement and note are completed and this line of credit will be signed by the end of October. There will be no Deed of Trust encumbering the property associated with this credit facility.”

While the Class A Member and Manager of Lender proceeded to discuss as well the possible financing with US Capital Partners which was being negotiated at that time, acknowledging that “there is no immediate need for this capital,” the Class A Member and Manager of Lender unequivocally represented to the EB-5 investors that the line of credit with TRB satisfied the supposed requirement that Borrower obtain a “senior lending facility.”

2. Alleged Breach: Failure to provide to Lender copies of term sheets, emails, other materials related to Senior Debt Term Sheets with periodic updates

**Borrower is not in breach.** Section 1 of the Second Amendment states in pertinent part: “Concurrently with the execution of this Second Extension, Borrower shall provide to Lender copies of term sheets, emails and other materials related to the Senior Debt Term Sheets and shall periodically, but no less than monthly,

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update the same.” As a reminder, starting with our initial meeting with Hank Cairo on June 4, 2016, we updated you frequently with respect to his efforts at identifying “a traditional financial institution specializing in financing projects such as the Project.” When it became clear that a “traditional financial institution” would not be an immediate option, we expanded our search for additional financing and again updated you frequently with respect to these efforts. Attached as Exhibit “B” are copies of the following:

- a. Letter of Intent from Summit Financial and Investment Group, LLC, dated as of August 26, 2016, and transmitted to you via email on September 6, 2016;
- b. Term Sheet for Proposed Credit Facility from US Capital Partners Inc., dated as of September 30, 2016, and transmitted to you via email on said date;
- c. Commitment Letter for Proposed Credit Facility from US Capital Partners Inc., dated as of November 3, 2017, and transmitted to you via email on November 5, 2017;
- d. Financial Advisory Engagement with Innovation Capital LLC (the “IC Engagement Letter”), dated as of April 2, 2018, and transmitted to your outside counsel, Mike Brand, via email on July 19, 2018.

In the Notice, you refer to an email from our outside counsel, Scott Preston, to your outside counsel, Mike Brand, on July 19, 2018, “with several attachments purporting to be evidence of two potential lenders sourced during the term of the Second Amendment” and further reference the IC Engagement Letter as follows: “an engagement letter for Innovation Capital to act as a financial advisor to Borrower, not a term sheet for a \$25 million loan as represented by Borrower and its counsel.” In the opening to the aforementioned email, Mr. Preston states that “we are forwarding to you various documentation evidencing the good-faith negotiations undertaken by our client to obtain senior financing for the development of the Front Sight Resort...,” making no reference whatsoever to the time frame during which the documents were received. Further, in referencing the IC Engagement Letter as one of the attachments to the aforementioned email, the accompanying verbiage is as follows: “**Innovation Capital in El Segundo, CA.** Our client believes this lender, with whom discussions are ongoing, will be able to deliver the US\$25MM in financing necessary to supply the infrastructure cost to the entire project on terms that our client will find acceptable but, as of yet, no final deal has been agreed.” Nowhere was the IC Engagement Letter referred to as a “term sheet” as you assert.

3. Alleged Breach: Failure to submit EB-5 documentation proving that Borrower had invested into construction of the Project at least \$2,625,000 (Construction Loan Proceeds to date) by July 1, 2017

**Borrower is not in breach.** In the Notice, in the first paragraph under the heading “EB-5 Documentation,” you recite a portion of the third sentence of Section 6 of the First Amendment, as follows: “on or before June 30, 2018, Borrower shall provide Lender with copies of major contracts, bank statements, receipts, invoices and cancelled checks or credit card statements or other **proof of payment reasonably acceptable to Lender that document that Borrower has invested in the Project at least the amount of money as has been disbursed by Lender to Borrower on or before the First Amendment Effective Date.**” [Emphasis added.] In the second paragraph under the same heading, you state that “[T]he First Amendment Effective Date was July 1, 2017, and Lender had disbursed \$2,625,000 of EB-5 funds to Borrower by said date.” In the first sentence of the final paragraph of this section of the Notice, you state that “Borrower has failed to prove that its expenditures on construction equaled or exceeded \$2,652,000 (sic)” and thereafter claim that this constitutes an Event of Default under the Loan Agreement.

Section 3.7 of the Original Loan Agreement states as follows: “**Use of Loan Proceeds.** Borrower shall use and apply the Loan proceeds solely to all or any number of the individual Project components in

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accordance with the Budget and also to pay some or all of any or all existing indebtedness encumbering the Project pursuant to a Permitted Encumbrance. Borrower shall use its best business judgment based upon then-current real estate market and availability of other financing resources to allocate the proceeds of the Loan in such a manner as to assure the full expenditure of the Loan proceeds advanced to Borrower. Borrower will comply with the requirements of the EB-5 Program and the other EB-5 Program covenants and requirements contained in this Agreement.”

Further, Section 4.29 of the Original Loan Agreement states as follows: “**Use of Loan Proceeds.** The proceeds of the Loan shall be used to pay and obtain release of the existing liens on the Land, to pay for or reimburse Borrower for soft and hard costs related to the pre-construction, development, promotion, construction, development and operation of the Project in connection with the FSFTI Facility and the construction, development, operation, leasing and sale of the timeshare portion of the Project, all as more particularly described on Exhibit F, attached hereto. The Loan is made exclusively for business purposes in connection with holding, developing and financially managing real estate for profit, and none of the proceeds of the Loan will be used for the personal, family or agricultural purposes of the Borrower.”

Each of the aforementioned Sections 3.7 and 4.29 of the Original Loan Agreement makes specific reference to the payoff of existing liens that encumbered the Land as of the date of signature of the Original Loan Agreement as a permitted use of the Loan Proceeds. This concept was not included in your original draft of the Original Loan Agreement from October 9, 2015, but rather was added into these provisions at our request and insistence starting with our first round of comments, as transmitted by our outside counsel to your outside counsel on June 12, 2016. You accepted this concept as evidenced by the inclusion of our requested language, with only minor changes, in the second draft of the Original Loan Agreement transmitted by your counsel to our counsel on July 3, 2016.

Your acceptance of the use of a portion of the proceeds of the Loan for the payoff and release of existing liens was not a spur-of-the-moment decision made by you during our negotiations of the terms and conditions that ultimately would appear in the final version of the Original Loan Agreement. Rather, your acceptance of this concept was based on your own representations and understanding of how the proceeds of the Loan would be used dating back to the time of your application to USCIS for approval as a Regional Center, as evidenced, *inter alia*, by the following:

- On or about May 1, 2014, you forwarded to Mike Meacher via email a copy of the original USCIS Form I-924, as submitted by your outside counsel to USCIS on or about April 14, 2014, which included as an exhibit thereto that certain Business Plan dated as of March, 2014 (the “Original Business Plan”). In Section 8 of said Original Business Plan, entitled “Project Financing & Capitalization,” under the sub-heading “Project Uses of Capital,” there appears a table setting forth proposed uses of the EB-5 investor funds to be advanced to Borrower by Lender, which includes a line item for “Paying off Existing Mortgages,” with a proposed amount of US\$9,037,000. Toward the end of said Section 8 of the Original Business Plan, there appears the following additional language:

“The (Borrower) will pay off the following two mortgages using the funds raised via the EB-5 offering:

- “1. Mortgage 1: The current outstanding balance on this mortgage, as of December 31, 2013, is \$7,779,000. The applicable interest rate is 12% per annum and the monthly payments amount to \$158,000. Please note that the term of the mortgage is 87 months, with the final payment due on July 10, 2019.

“2. Mortgage 2: The Front Sight real estate is encumbered by a second mortgage that was established in 2007 to secure an original indebtedness of \$3,164,410. As of December 31, 2013, that amount had been reduced to \$1,258,000, and Front Sight continues to pay the monthly mortgage amount.”

- On January 23, 2015, you copied Mike Meacher on an email which you sent to USCIS, to which you attached a copy of a letter dated on even date therewith, sent by you, in your capacity as President and CEO of EB5 Impact Capital Regional Center, LLC, to USCIS, requesting an update and expedite of the USCIS Form I-924 that was received by USCIS on April 15, 2014. On page 2 of the aforementioned letter, in the first paragraph of Section (a), it states that “(t)he first \$10 million of the new loan from the Fund will be used to pay off the existing debt, including transactional costs and fees, thus cutting the current annual interest rate of 12% in half.” (Emphasis ours.)
- On March 16, 2015, you forwarded to Mike Meacher via email a copy of the correspondence from your outside counsel, dated as of March 12, 2015, responding to the first Form I-797 Notice of Action – Request for Evidence (the “First RFE”) issued by USCIS in response to your Form I-924 Application for Regional Center. In the response to the First RFE, your counsel included as an exhibit thereto a copy of that certain Business Plan dated as of March, 2015 (the “Revised Business Plan”; collectively, the Original Business Plan and the Revised Business Plan may be referred to as the “Business Plan”). Although several of the exhibits to the Revised Business Plan were missing from the response to the First RFE, the body of the document was complete. In Section 8 of said Revised Business Plan, entitled “Project Financing & Capitalization,” under the sub-heading “Project Uses of Capital,” there appears again a table setting forth proposed uses of the EB-5 investor funds to be advanced to Borrower by Lender, which includes a line item for “Paying off Existing Mortgages,” with a proposed amount of US\$9,037,000. Toward the end of said Section 8 of the Revised Business Plan, there appears again the following additional language:

“The (Borrower) will pay off the following two mortgages using the funds raised via the EB-5 offering:

“1. Mortgage 1: The current outstanding balance on this mortgage, as of December 31, 2013, is \$7,779,000. The applicable interest rate is 12% per annum and the monthly payments amount to \$158,000. Please note that the term of the mortgage is 87 months, with the final payment due on July 10, 2019.

“2. Mortgage 2: The Front Sight real estate is encumbered by a second mortgage that was established in 2007 to secure an original indebtedness of \$3,164,410. As of December 31, 2013, that amount had been reduced to \$1,258,000, and Front Sight continues to pay the monthly mortgage amount.”

- On March 19, 2015, you forwarded to Mike Meacher via email a copy of the correspondence from your outside counsel, dated as of March 18, 2015, supplementing his response to the First RFE, *inter alia*, in order to provide to USCIS a complete copy of the Revised Business Plan. Said complete copy of the Revised Business Plan again included the relevant language from Section 8 set forth in the immediately preceding bullet point.

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- On May 19, 2015, you sent an email to Mike Meacher to which was attached a copy of your outside counsel's response to a second Form I-797 Notice of Action - Request for Evidence (the "Second RFE") issued by USCIS in response to your Form I-924 Application for Regional Center. In said Second RFE, USCIS requested more detailed information on the source and use of funds from the proposed US\$75MM raise. In both the table included on page 4 of the Second RFE, as well as the revised table included by your counsel in his letter responding to the Second RFE, there again appears the line item for "Paying Off Existing Mortgages," with the same proposed amount of US\$9,037,000.

In reliance both on the foregoing as well as on the provisions of the Original Loan Agreement as signed, we conclude that you erred in your issuance of the Notice not only by failing to consider the amount deducted from the first advance of the Loan for the payoff and release of the class-action judgment, also known as "Mortgage 2" in the Business Plan, but also by failing to consider the monthly principal and interest payments made by Borrower toward the Holecek loan, also known as "Mortgage 1" in the Business Plan, since the date of signature of the Original Loan Agreement. With respect to Mortgage 2, the amount deducted from the first advance of the Loan was US\$551,871.50. With respect to Mortgage 1, the sum of principal and interest payments made by Front Sight from and after the date of signature of the Original Loan Agreement currently stands at US\$3,634,000, of which US\$1,422,000 was paid on or before June 30, 2017. Your failure to consider the amounts already paid toward both Mortgage 1 and Mortgage 2, together with any future amounts to be paid toward Mortgage 1 until said obligation is paid in full, would constitute a breach of the Loan Agreement by Lender. We further remind you that your failure to raise sufficient funds in connection with the EB-5 offering resulted in Mortgage 1 not being repaid and released in connection with the initial advance of the proceeds of the Loan and thereby has caused us to incur, and we continue to incur, significant additional and unanticipated interest expense, at a rate of twelve percent (12%) under Mortgage 1 rather than at a rate of six percent (6%) that would have prevailed had sufficient funds under the Loan been disbursed to us at the time of the initial advance. We estimate that, to date, this additional interest expense already has cost Borrower in excess of US\$400,000.

Your failure to consider the amounts already paid toward both Mortgage 1 and Mortgage 2, together with any future amounts to be paid toward Mortgage 1 until said obligation is paid in full, would constitute a violation of your representations made to your EB-5 investors in the Updated PPM wherein you represented that the Loan would be secured by a first- or second-priority deed of trust in favor of Lender. As you are aware, and as was set forth in the Business Plan, the Front Sight property was subject to separate first- and second-priority obligations at the time of the initial advance of the proceeds of the Loan. But for the use of a portion of the proceeds of the initial advance of the Loan to pay off and release Mortgage 2, Lender would have ended up with a third-priority deed of trust.

Your failure to consider the amounts already paid toward both Mortgage 1 and Mortgage 2, together with any future amounts to be paid toward Mortgage 1 until said obligation is paid in full, could constitute a material misrepresentation made by EB-5 Impact Capital Regional Center, LLC (the "Regional Center"), to USCIS. As set forth in both the Original Business Plan and the Updated Business Plan submitted by you to USCIS in connection with your Form I-924, Borrower was to use a portion of the funds raised by the EB-5 offering to pay off in their entirety both Mortgage 1 and Mortgage 2. Your brazen attempt not only to ignore the provisions of the Loan Agreement but also to ignore the representations made by EB-5 Impact Capital Regional Center, LLC to USCIS could constitute a material change to the application for Regional Center designation, thereby necessitating a costly and time-consuming amendment to the same as well as potentially causing delays and/or denials of the EB-5 investors' visa applications.

We further assert that you erred in your issuance of the Notice by failing to consider "transactional costs and fees" paid directly by Borrower, be it (i) the funds advanced by Borrower to Chicago Title in



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October of 2016 for the payment of the initial title insurance premiums as well as the escrow-related fees of Chicago Title (US\$9,217.01), or (ii) the payment of other “transactional costs and fees,” including, but not limited to, the payment of your outside counsel’s fees in connection with the negotiation of the Original Loan Agreement (US\$18,410.50), the fee for terminating your escrow arrangement with Signature Bank (US\$1,500.00), the fee for establishing your replacement escrow with Time Escrow (US\$3,200.00), or additional fees paid to Chicago Title in connection with subsequent advances of the Loan, be it for premiums for endorsements to the original lender’s policy of title insurance or for related escrow fees.

Carrying the concept of “transactional costs and fees” one step further, we insist that we should receive credit for certain additional costs and fees incurred by Borrower, including, but not limited to, the initial funds expended by Borrower in connection with the establishment of the Regional Center and the approval of the Front Sight Project as an “Exemplar Project” (approximately US\$162,500), as well as the additional funds expended by Borrower upon your insistence in connection with the ongoing operations and promotion/marketing of the Regional Center which you are reportedly leading (in excess of US\$350,000).

The aforementioned Section 4.29 of the Original Loan Agreement, as executed, also makes specific reference to “soft and hard costs related to the pre-construction, development, promotion, construction, development and operation of the Project in connection with the FSFTI Facility and the construction, development, operation, leasing and sale of the timeshare portion of the Project” as a permitted use of the Loan Proceeds. Before proceeding with a discussion of the foregoing, it may be useful to review the final version of the language of Section 4.29 marked to reflect changes from the equivalent provision in the initial draft of the Original Loan Agreement as proposed by you on October 9, 2015:

“The proceeds of the Loan shall be used ~~only to pay and obtain release of the existing liens on the Land~~ to pay for or reimburse Borrower for soft and hard costs related to the ~~pre-construction, development, promotion, construction, development and operating of a portion~~ operation of the Project in connection with the ~~FSFTI~~ FSFTI Facility and the construction, development, operation, leasing and sale of the timeshare portion of the Project, all as more particularly described on Exhibit ~~—F~~, attached hereto. The Loan is made exclusively for business purposes in connection with holding, developing and financially managing real estate for profit, and none of the proceeds of the Loan will be used for the personal, family or agricultural purposes of the Borrower.”

You have persisted in your assertion that the proceeds of the Loan could only be used for construction expenses (see, for example, your email correspondence of October 4, 2016, to Mike Meacher, attaching a spreadsheet with various costs and expenses for which you were demanding direct payment by Borrower of certain of your expenses, including, but not limited to, a promotion/marketing fee of US\$8,000 to support the Regional Center, in which you stated that “the EB5 funds must by law be disbursed to FS and used to build the project, so FS will need to deposit the invoiced amount into escrow in time for closing”). Notwithstanding, in your own initial draft of the Original Loan Agreement, you proposed the use of at least a portion of the proceeds of the Loan for “operating of a portion of the Project in connection with the FSFTI Facility.”

Your assertion that, by law, the proceeds of the Loan could only be used for construction expenses was further contradicted by your own marketing campaign to us back in September of 2012. By way of illustration, on September 28, 2012, you sent an email to Mike Meacher to which you attached a copy of a letter (the “Liberty West Letter”), dated March 21, 2011, by USCIS, addressed to David Keller of Emphyrean West, LLC, approving the designation of Liberty West Regional Center as a Regional Center within the Immigrant Investor Pilot Program. On the very first page of said Liberty West Letter, under the heading “Focus of Investment Activity,” it is stated in pertinent part: “the Regional Center will engage in the

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following economic activities: to provide construction financing and/or working capital for commercial real estate and mixed-use projects in the Regional Center” (Emphasis ours.)

Your assertion that, by law, the proceeds of the Loan could only be used for construction expenses was further contradicted by your own outside counsel, acting on your behalf when submitting to USCIS the Form I-924 Application for Regional Center Designation. In the cover letter dated April 14, 2014, by C. Matthew Schulz of Dentons LLP, addressed to U.S. Citizenship and Immigration Services, California Service Center, Attn: EB-5 Processing Unit, a copy of which you forwarded to Mike Meacher via email on April 16, 2014, in the discussion of the Project in Section D, the proposed use of the investor funds was summarized as follows:

“The (New Commercial Enterprise (‘NCE’)) will contribute the full amount of the aggregate investment as a loan to Front Sight Management LLC, the job creating enterprise (‘JCE’). The EB-5 capital proceeds will be used to own and operate a resort/vacation club and firearms training institute in Nye County, Nevada, a targeted employment area based on the ‘rural’ definition. The JCE will construct and operate a resort/vacation club and expand an existing firearms training institute on 555 acres. The development and operation of the business is expected to be on-going and job creation will occur over 30 months and will generate approximately 1,822.7 jobs.” (emphasis ours).

In addition to affirming in your initial draft of the Original Loan Agreement that at least a portion of the proceeds of the Loan could be used for the “operation” of the Project, you further agreed to expand the permitted uses of the proceeds of the Loan to include “pre-construction, development and promotion...of the Project.” While the term “promotion” is not further defined in the Loan Agreement, a literal interpretation of the word “promotion” would necessarily include at least a portion of the sales and marketing expenses of Borrower, whether with respect to FSFTI or “the timeshare portion of the Project.” In addition, “promotion” should include the periodic sales and marketing fees which Borrower has been forced to pay to Lender and/or to the Regional Center in order to cause Lender and/or the Regional Center to continue to perform the responsibility of marketing the investment opportunity promoted by the Regional Center, namely, Front Sight, also known as the “Exemplar Project.”

We further assert that you erred in your issuance of the Notice by failing to consider certain construction costs incurred by Borrower prior to the date of the initial advance of the Loan. In the so-called Vendor Report Summary that you prepared and forwarded to Mike Meacher via email on July 16, 2018, and which you subsequently attached to the Notice, you summarized certain of the expenses that you had cherry-picked from the full package of expense items that were delivered to you on June 25, 2018. In your list of payments to Morales Construction Inc., you included the following commentary: “Note - two payments of \$50k each, one in July 2015 and one in July 2016 are NOT included because prior to loan funding.” We remind you of the following language included in the Updated PPM, under the subject heading “USE OF PROCEEDS”:

“In order to achieve the objectives described herein, we are seeking equity investment under the EB-5 Program to finance the Loan to Borrower to develop the Project. Subject to the Holdback described in “THE OFFERING—Closing Conditions,” we will pool the aggregate amount of all of the subscription proceeds to make the Loan to the Borrower, which will be used for the development of the Project and to reimburse Borrower for hard construction costs and related expenses of the Project...” (Emphasis ours.)

While the word “reimburse” is not defined in the Updated PPM, it is understood to mean “to pay back” (Merriam-Webster) or “to give back the amount of money that someone has spent” (Cambridge), thereby

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necessarily implying that the person being reimbursed has already expended such amounts from his/her/its own funds. By this definition, you erred in excluding the two (2) payments of US\$50,000 each to Morales Construction Inc.

4. Purported Notice of Inspections

**Borrower is not in breach; thus, there will be no inspections.** In the Notice, you have included a "Notice of Inspections" which alleges that "[P]ursuant to articles 3.3 and 5.4 of the CLA, we hereby serve you notice that we and our representatives will inspect the Project and your books and records on Monday, August 27." As set forth above and below herein, we contend that Borrower is not in breach or default of any of its obligations under the Loan Agreement; thus, Borrower will not authorize any inspections whatsoever by Lender or its representatives of the Project or its books and records on the proposed date of August 27 [2018], or at any other time.

5. Alleged Breach: Failure to Provide Monthly Evidence of Project Costs

**Borrower is not in breach.** Contrary to your assertion, Borrower has tendered to you evidence of Project costs by means of spreadsheets and summaries prepared by our accountants on earlier occasions. (See email correspondence from Mike Meacher to Robert Dziubla dated April 2, 2018, with attachments.) You have been repeatedly informed that the supporting documentation (copies of invoices, checks, receipts and so forth) was destroyed in the fire that burned down the structure where those Front Sight records were kept in Santa Rosa, California. In an additional exercise of good faith, attached as Exhibit "C" please find monthly reports of Project costs and expenditures for the pertinent dates.

6. Alleged Breach: Failure to Complete Construction, Section 5.1 of Loan Agreement

**Borrower is not in breach.** In the Notice, you allege that "[B]ased on Borrower's statements to Lender over the past sixty days, including as recently, as last week Tuesday, July 24... Borrower has failed to meet multiple requirements of article 5.1 of the Loan Agreement. For example, Mr. Michael Meacher stated that "completion of the Project is now planned for 'three or four years from now.'" Another example, Borrower has also failed to provide to Lender the quarterly list of all Contractors, any updated Plans, and other required documents. A third example: based on statements by Borrower to Lender, the Project will not be completed by the Completion Date." None of your assertions cited immediately above is accurate or true.

First, our COO, Michael Meacher, at no time, and particularly not on Tuesday, July 24 [2018], has mentioned to you or anyone else that completion of the Project is now planned for "three or four years from now." We categorically deny your allegation that such a statement was made by Mr. Meacher. But even if Mr. Meacher had made such a remark, which he did not, given the pace at which you have underperformed your obligation to raise funds for the construction of the Project, impeding the progress that we had hoped to make in the completion of our infrastructure and the commencement of construction of the Project, it is absurd to allege that making such a statement would give rise to a claim of default of any of Borrower's obligations under the Loan Agreement.

Second, Lender has been kept informed of our Contractors and the status of our efforts to proceed with the infrastructure and other work, notwithstanding your failure to raise and disburse sufficient funds for the completion of the infrastructure and the construction of the Project, as promised. A recent example, amongst many, of Borrower informing Lender as above-mentioned is Mr. Meacher's email to you, including the following report on the progress of grading and other pre-construction activities during the second quarter of 2018, so that you could in turn submit said update to the EB5 investors:

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“Front Sight continues to advance the construction of the Front Sight 550 acre property. Front Sight completed the grading of 240,000 cubic yards for the Patriot Pavilion site. Front Sight also completed the grading for a substantial drainage channel on the East side of the Patriot Pavilion 17 acre site. All engineering for this site is completed and thousands of tons of concrete and rebar will be placed in this drainage channel shortly.

“Front Sight also completed the building of 25 outdoor live fire simulators on the Phase 3 range site so the 1000 students training on these ranges can walk, rather than being driven, to these simulators. All furniture, fixtures, and equipment were installed on these ranges and simulators and they are fully functional for the fall season.

“The Front Sight engineers completed the grading plans for the 124-acre resort building site and they were submitted and approved by Nye County Department of Planning and Public Works. A dust control and grading permit have been issued and the grading contractor has begun this major grading project. Front Sight has projected we will grade about 700,000 cubic yards of earth to make the various building sites for the Vacation Villas, the commercial buildings, the clubhouse, the restaurant and other support buildings. This grading is anticipated to take 4-6 months. A progress video will be provided as this moves along.

“Front Sight also made improvements in the utilities and infrastructure. A 10” water main has been purchased and will be installed in the next quarter to connect the multiple water wells on the property as part of the infrastructure for supplying the entire property. Two additional water well locations were designated by the well contractor and drilling for one or both of these wells later this fall.

“Here is a link to the most updated construction video so you can view this progress as Front Sight begins to grade and develop the resort side of Front Sight.

<https://www.dropbox.com/s/k9ge1xi07zm05nt/Construction%20Time%20Lapse%20Alt%20Final%20Edit%2004%2018%2018.mp4?dl=0>

(Email correspondence from Mike Meacher to Robert Dziubla dated July 13, 2018.)

An additional example of Borrower keeping Lender informed is the following report on the progress of grading and other pre-construction activities during the first quarter of 2018:

“The grading of the 240,000 cubic yards for the Patriot Pavilion site will be complete in mid-April. This 44-acre site includes a pad for the 2000 person classroom, offices, armory, retail store, and ammunition bunker. Front Sight also completed a new road connecting the main road to the newly completed Phase 3 shooting ranges. All 25 of these new ranges are in full use. Front Sight now has 50 total ranges which have a capacity of up to 2,000 people per day.

“The permits were secured to begin a major concrete drainage channel on the East of the Patriot Pavilion location to control water from getting into the newly graded 1200 car parking lot. Construction of this project will begin in mid-April.

“Rough grading plans for the resort side of Front Sight are almost completed by our civil engineers and are on schedule to be submitted to Nye County, Nevada in the next two weeks. Upon approval, rough grading for the entire resort side will begin.”

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(Email correspondence from Mike Meacher to Robert Dziubla dated April 5, 2018.)

Third, there has been no Borrower's default in compliance with the Completion Date as defined and provided in the Loan Agreement. We refer you to the definition of "Completion Date" in the Original Loan Agreement, which sets forth, in pertinent part:

"Completion Date" means the date that is no later than thirty-six (36) months from the Commencement Date.

We further refer you to the definition of "Commencement Date" in the Original Loan Agreement, which is as follows:

"Commencement Date" means the date following installation of the required infrastructure on the Land and on which construction of the buildings that will constitute the Front Sight Resort and Vacation Club units commences."

As neither of such "triggering" dates (i.e., the date following installation of the required infrastructure on the Land, or the date on which construction of the buildings that will constitute the Front Sight Resort and Vacation Club units commences) has occurred, largely due to your failure to raise and disburse sufficient funds as promised so as to enable Borrower to move forward with such activities, the Commencement Date has yet to happen. Therefore, without the occurrence of the Commencement Date, the thirty-six-month period for the completion of the Front Sight Resort and Vacation Club has yet to commence to run, and there is no possibility of a violation of the Completion Date at this time.

7. Alleged Breach: Changing Costs, Scope or Timing of Work, Section 5.2 of Loan Agreement

**Borrower is not in breach.** None of your assertions that Borrower is in default of Section 5.2 of the Loan is accurate or valid. Specifically:

- a. On July 24, 2018, during your recent visit to the Project, Mr. Meacher **did not state**, as you incorrectly allege in the Notice, that "the Patriot Pavilion will no longer be 85,000 square feet as represented in the USCIS-approved Business Plan but instead will be 25,000 to 30,000 square feet, and because of recent developments we don't have to have a foundation and will install steel structures that we [Borrower] will lease on a lease-to-own basis payable over 10-20 years."

In fact, as we have clarified on earlier occasions, the "Patriot Pavilion" is an area and not a specific building. What Mr. Meacher told you last week was that the classroom would be about 30,000 square feet, that there will also be about 7,500 square feet in administrative buildings, plus another 20,000 square feet in commercial buildings, armory, proshop, bathrooms and covered patio space. This area is collectively referred to as the "Patriot Pavilion."

Mr. Meacher also mentioned that we are contemplating the use of steel framed buildings for all of our above-ground structures which could be financed on 4- to 7-year terms, depending on the building. Mr. Meacher never mentioned financing anything from 10 to 20 years.

- b. Borrower has not "failed to deliver revised, estimated costs of the Project." For purposes of the Project, the "Commencement Date" has yet to occur, as set forth above. When the construction of the buildings that will constitute the Front Sight Resort and Vacation Club units commences, we will deliver a copy of our "revised, estimated costs" to Lender.

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- c. Borrower has not “failed to deliver the revised construction schedule when the Project has been delayed by more than 20 days,” as the construction of the Project has yet to commence, pursuant to the terms agreed and provided in the Loan Agreement, as set forth above.
- d. Borrower has not “made multiple changes to the Plans without the prior written consent of Lender.” None of the Borrower’s efforts to make progress with the works at the Project, notwithstanding the paucity of funds caused by your underperformance of the obligation to raise our financing, represents a substantial change to our initial plans.

8. Alleged Breach: Defaults, Section 5.10(d) of the Loan Agreement

**Borrower is not in breach.** As there has been no “Default” or “Event of Default” to be notified to Lender, there is no possibility of Borrower being in breach under Section 5.10(d) of the Loan Agreement.

9. Alleged Breach: Failure to Work on the Project, Section 6.1(f) of the Loan Agreement

**Borrower is not in breach.** As there have been no delays in the construction of the Project, notwithstanding EB5 Impact Capital’s failure to deliver to Borrower the required EB-5 investor funds in a timely manner, there is no possibility of Borrower being in breach under Section 6.1(f) of the Loan Agreement. We further refer you, again, to the definition of “Commencement Date” in the Loan Agreement, as set forth above.

10. Purported Claim for Payment of Legal Fees

**As Borrower is not in breach or default of the Agreement,** as established in detail in the foregoing sections of this Response, there is no obligation whatsoever of Borrower to pay any legal fees incurred by Lender’s frivolous allegations of default of the Loan Agreement in the Notice. Notwithstanding the aforesaid, Borrower expressly reserves its right to demand from Lender all legal fees and expenses incurred by Borrower in connection with this Response to Lender’s frivolous Notice.

11. Interest Reserve; Interest Offset

In your correspondence of July 16, 2018, addressed to Mike Meacher, among other items, you stated as follows: “4. **Interest Reserve** – per article 7 of the Construction Loan Agreement, we will implement an interest reserve.” As stated near the beginning of this letter, we remind you again that there have been no payment defaults on the part of Borrower under the Construction Loan Agreement. At the time of the initial advance of the proceeds of the Loan, rather than the US\$25MM or US\$75MM that you had from time to time promised to deliver, you were only able to advance US\$2,250,000.

We further wish to remind you of the following language set forth on page 3 of the Engagement Letter under the heading “Compensation”:

“(a) Fee. The Company shall pay EB5IA a total fee of \$36,000 as per the attached budget, which fee will be offset against the first interest payments made on the Financing...”  
[Emphasis ours.]

As you will recall, the initial advance of the proceeds of the Loan, in the amount of US\$2,250,000, was made shortly after we (Lender and Borrower) executed the Original Loan Agreement and related documents. As you will further recall, we made our first (interest-only) payment with respect to the Loan on November 10, 2016, and we have made all additional monthly payments of interest as and when required

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in accordance with the Construction Loan Agreement. Accordingly, it would appear that the fee paid to EB5IA was never “offset against the first interest payments” as promised. We further note that, rather suspiciously, EB5IA appears to have been dissolved by you on August 6, 2018. (See copy of List of Entity Actions published in Nevada’s Business Portal, attached as Exhibit “D”.)

#### 12. Unilateral Decision to Stop Marketing Efforts and Withhold Investor Funds

In your unilateral decision to stop marketing efforts on behalf of Front Sight, notwithstanding our having continued to pay substantial sums in marketing and promotional expenses and/or commissions on the face of a dramatic underperformance on your part, you have breached your obligations to raise sufficient funds for the continuing development and the construction of our Project. Likewise, your unilateral decision to withhold EB-5 investor funds from Front Sight without any default on our part constitutes conversion of our property due to wrongful appropriation of such funds by you.

#### 13. Wrongful Solicitation of Business from Third Parties

Front Sight has learned that you have been and continue wrongfully to solicit business from third parties and/or other projects for the EB5 Impact Capital Regional Center, LLC, in breach of your agreement that Front Sight be the sole project for which funds would be solicited by the Regional Center. (See copy of a “New Project Inquiry” obtained from the Regional Center webpage, attached as Exhibit “E”.) This conduct on your part constitutes an additional cause of action that Front Sight can prosecute against you and your related parties.

#### 14. Wrongful Inclusion of Default Interest Rates and Attempted Collection of Attorney’s Fees in Loan Statements and Invoices for July 2018 and August 2018

For all of the reasons set forth in this response, Front Sight categorically rejects Lender’s wrongful inclusion of Default Interest Rates in the Loan statements for the months of July and August, as well as the wrongful inclusion of attorney’s fees in said statements, presumably on the basis of your frivolous claims of default against Front Sight. We have received said statements from NES Financial, who cite Lender’s instructions as the reason for the inclusion of Default Interest Rates and attorneys’ fees in said statements. Said Lender’s instructions are a default of its obligations under Section 6.1(c) of the Loan Agreement. Thus, not only have you breached the Loan Agreement in wrongfully instructing a third-party servicer (NES Financial) to include Default Interest Rates and attorneys’ fees without the right so to do, since Front Sight is not in default of the Loan Agreement, but you have defamed Front Sight to NES Financial by falsely representing that Front Sight is in default and thus responsible for Default Interest Rates and attorneys’ fees.

#### 15. Intentional Interference with Contractual Relations of Front Sight

Your wrongful withholding of EB-5 investor funds constitutes an actionable cause of action that Front Sight can litigate against you, as you have knowledge of valid contracts between Front Sight and TRB, and you have committed the intentional act of withholding said funds with the design of disrupting our contractual relationship with TRB and/or causing us to breach our contracts with TRB.

#### 16. Demand for Confirmation of Administrative Status of Regional Center

As noted above, EB5IA appears to have been dissolved by you on August 6, 2018. In the Operating Agreement of the Regional Center, dated as of March 26, 2014, a copy of which was submitted to USCIS in connection with the original Form I-924, EB5IA held eighty percent (80.0%) of the issued and

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outstanding membership interests in the Regional Center. Further, you (Robert W. Dziubla), in your capacity as the "Principal" of the Regional Center, represented to USCIS in Section 1a, Part 3 of the original Form I-924 that EB5IA was an owner of the Regional Center. You further represented to USCIS that EB5IA was the Managing Company/Agency of the Regional Center in Section B, Part 3, in that certain Form I-924A, signed by you on or about November 16, 2015. As clearly set forth on the first page of the Instructions to Form I-924, OMB No. 1615-0061, which expires 12/31/2018, "[y]ou must file an amendment to... (s)seek approval for any changes to the regional center's name, ownership, or organizational structure, or any changes to the regional center's administration that affect its oversight and reporting responsibilities, or to add or remove any of the regional center's principals, immediately following the changed circumstances." Front Sight demands herein that you immediately provide evidence to us that the Regional Center has complied with the foregoing requirement, that USCIS has approved of the changes in ownership/organizational structure of the Regional Center, and that the Regional Center is in good standing with USCIS.

### Conclusion

As outlined above, Front Sight is NOT in default. You have five calendar days from the receipt of this response to acknowledge that Front Sight is NOT in default, withdraw your Notice, deliver the \$375,000 in investor funds you are holding, as well as any other investor funds that are now available, as well as the \$36,000 you are obligated to credit back to Front Sight from the initial interest payments but have failed so to credit us, plus pay the legal fees of our counsel for having to respond to your frivolous default accusations.

Failure to do so will result in Front Sight immediately filing a lawsuit against you, Jon Fleming, EB5 Impact Advisors LLC, Las Vegas Development Fund, LLC, EB5 Impact Capital Regional Center LLC (a/k/a EB-5 Impact Capital Regional Center, LLC), and any related parties to recover the millions of dollars in damages we have incurred including, without limitation, the following causes of action: (1) detrimental reliance on your recurring and repeated intentional misrepresentation in your promises to raise and secure sufficient funds from EB-5 investors for our Project; (2) lost profits as a result of our delayed development and construction caused by your failure to perform your obligation to raise and secure sufficient funds from EB-5 investors for our Project as promised; (3) intentional misrepresentation of your alleged extensive reach in the China investment market; (4) fraud in the inducement to expend substantial amounts in marketing and promotional activities allegedly being conducted by you in China and India and other overseas markets; (5) fraud in the inducement to enter into the Construction Loan Agreement through repeated misrepresentations regarding your network of investors and capital-raising experience and ability; (6) conversion of our property in wrongfully withholding EB-5 investor funds from Front Sight; (7) breach of contract in soliciting third parties to obtain EB-5 investor funds through the Regional Center; (8) defamation; (9) business disparagement; (10) intentional interference with the contractual relations of Front Sight; amongst others.

Front Sight is more than willing to prosecute its claims against you aggressively and immediately. However, in one last demonstration of our good faith, and in the best interest of the Project and the investors, we will agree to a conference call with all parties in an attempt to move forward in an amicable manner. All parties will sign confidentiality agreements drafted by Front Sight's counsel prior to the conference call. Said conference call must occur prior to the five-calendar-day deadline to acknowledge Front Sight is not in default and deliver all funds you are wrongfully holding.

We expressly reserve all of our rights and remedies in relation to any breach on the part of Lender and/or its representatives.



Mr. Robert W. Dziubla  
President & CEO  
Las Vegas Development Fund LLC  
Page 19 of 19

Sincerely,



Dr. Ignatius Piazza  
Manager

Attachments – Exhibits “A” through “E”

cc: Mr. Jon Fleming  
Mr. Michael Meacher, COO, Front Sight  
C. Matthew Schulz, Esq.  
Michael A. Brand, Esq.  
Scott A. Preston, Esq.  
Letvia M. Arza-Goderich, Esq.

EXHIBIT “2”

EXHIBIT “2”



August 25, 2018

Via FedEx and Email (rdziubla@eb5impactcapital.com)

Mr. Robert W. Dziubla  
President & CEO  
Las Vegas Development Fund, LLC  
916 Southwood Boulevard, Suite 1G  
P. O. Box 3003  
Incline Village, Nevada 89450

With a copy to:

EB5 Impact Capital Regional Center LLC  
916 Southwood Blvd., Suite 1G  
Incline Village, Nevada 89450

Michael A. Brand, Esq.  
2924 Selwyn Circle  
Santa Barbara, California 93105

C. Matthew Schulz, Esq.  
Dentons US LLP  
1530 Page Mill Road, Suite 200  
Palo Alto, California 94304-1125

Re: **Response to Notice of Default dated August 24, 2018**

Dear Mr. Dziubla:

We acknowledge receipt of the document entitled "Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project Costs" (the "Notice") delivered via electronic mail on August 24, 2018 by Las Vegas Development Fund, LLC, as lender ("Lender"), to Front Sight Management LLC, as borrower ("Borrower" or "Front Sight").

Said notice again alleges breach by Borrower of that certain Construction Loan Agreement dated October 6, 2016 (the "Original Loan Agreement"), that certain First Amendment to Loan Agreement dated July 1, 2017 (the "First Amendment"), and that certain Second Amendment to Loan Agreement dated February 28, 2018 (the "Second Amendment"; collectively, the Original Loan Agreement, the First Amendment and the Second Amendment may be referred to as the "Construction Loan Agreement").

We remind you yet again that there have been no payment defaults on the part of Borrower under the Construction Loan Agreement. We categorically disagree that any breach has occurred as stated in the aforementioned Notice; therefore, we do not agree with any remedial action identified in the Notice.

Mr. Robert W. Dziubla  
President & CEO  
Las Vegas Development Fund LLC  
August 25, 2018  
Page 2 of 4

Front Sight is not in a desperate position of concocting claims in an attempt to stall foreclosure. Quite the opposite. We are prepared to immediately file a lawsuit against you and your related parties, to recover the millions of dollars in damages you have caused us, based on the written record of your misrepresentations and failure to perform.

You will not be able to hide behind a single line of a memorandum of agreement written early in our relationship, when you so egregiously misrepresented subsequent and multiple written promises of millions of dollars in funding to induce us to continue to pay hundreds of thousands of dollars to you for the development of your regional center and marketing to your investors.

You will not be able to hide behind the change in capital stack you requested in order to try to salvage your EB-5 program with promises you could raise US\$50 million if we agreed to accept investors' moneys as they were closed, rather than waiting for US\$25 million dollars to accumulate before accepting funding. It was not your false claim that we were desperate to accept the paltry few investors you had sourced at that time that tricked us to agree, once again, to your misrepresentations, but rather our concern that you had conned us out of more than US\$300,000, and further that you were claiming that you and Jon Fleming were broke and this was the only way you could proceed to try to salvage the EB5 program from a complete loss of what we had paid you. You also represented that since you were both financially broke, if we paid you US\$8,000 per month, you and Jon Fleming could continue to keep your company open and would use the money for marketing purposes to raise the \$50 million dollars, one investor at a time if needed. Again, in another act of good faith, we agreed to provide you with more money, albeit with some conditions in order to incentivize you to produce.

You will not be able to defend your position that the language in the PPM, which you created and submitted to USCIS and your investors from Las Vegas Development Fund, in YOUR regional center, conflicts with the language of the loan agreement(s) between Lender and Borrower, specifically, language outlining the use of proceeds, which was negotiated by you with Front Sight. You will not be able to transfer to us the liability to which you have exposed yourself in filing PPMs with USCIS and your investors that conflict with the language of the Loan Agreement. You created the PPMs, not us, and we relied on your misrepresentations that you, as the attorney and the owner of the regional center, were properly creating the PPMs. You have agreements with USCIS and your investors. You also have a Loan Agreement with us. To the extent that the language in the documents with respect to the use of proceeds conflicts, this is a problem you created, not us. We have performed to the letter of the Loan Agreement. Any liability you may perceive that you have in connection with the use of proceeds, as reported to USCIS, cannot be leveled on us, as we are abiding by the language of the Loan Agreement, the senior and most recent document.

You will not be able to defend your position that all receipts must be construction receipts, when in both the Loan Agreement and the PPMs it is specifically set forth that the payment of existing liens such as the class action settlement and Holecek note, approximating US\$9 million in funds, are an appropriate use of funds.

We have absolutely nothing to hide in our books and records, and have given you access to the project property on a number of occasions. Even though we have already stated, and you acknowledged, that the fires in Santa Rosa last year destroyed all of our hard-copy receipts and documents, we have provided, through our accountant, all of the financial information that you have requested, and your demand for further inspections of our records is overly broad, invasive, and a form of lender abuse and harassment.

After over US\$6 million in funding has been released to Front Sight without you demanding a formal draw request, we find it spiteful and vindictive that you now choose to hold funds that could be immediately

Mr. Robert W. Dziubla  
President & CEO  
Las Vegas Development Fund LLC  
August 25, 2018  
Page 3 of 4

deployed into the Project per the Loan Agreement and your investors' intention to place their money into the Project as required of them by the EB-5 program. For the record, we formally request release of all remaining funds that you are holding, plus the US\$36,000 that you owe us as demanded in our initial response to your first NOD, as well as payment of our legal fees to date incurred in connection with the preparation of our response to your frivolous NOD. The investor funds will be applied to reimburse us for the most recent payment of Morales construction invoices, and the upcoming payment of the Holecek note.

You will not be able to defend your position on the alleged application of Article 5.27 of the Loan Agreement when you have correctly and specifically represented to your investors, in writing, that Front Sight has in fact secured a senior lender in the Morales Construction Line of Credit.

You will not be able to defend your position that we have not provided you with receipts for expenses. We have made arrangements to obtain and print copies of checks paid for construction as soon as we can recover them from electronic bank statements going back as far as our bank can recover. We will be working on this on Monday. You already have the letter from Holecek stating that we are current on the mortgage and the balance owing, which proves that we have been making US\$158,000 in payments each month to reduce the first mortgage lien, which is an expressly approved expense in both the PPMs and the Loan Agreement. You will also receive the settlement statement from the initial funding indicating the US\$550,000 Class Action lien was paid in full. The copies of checks paying for construction invoices plus the Holecek payments plus the Class Action payment will total significantly more than the amount of funds disbursed to Front Sight by you to date.

In summary, we do not believe in the least that you will prevail in your frivolous attempts to claim we are in default or to foreclose. We caution to be careful what you wish for.

Continuing on your foolish path to try to enforce an NOD or push us into a loophole foreclosure when we are not in financial default, will most certainly stop any further negotiations with several other lenders with whom we are currently negotiating to secure the infrastructure funding. Such actions on your part will certainly kill the exceptional opportunity that we are currently negotiating with the vertical construction company. You will suffer the legal and financial consequences of the damages you cause should you continue with your demands.

Your biggest problem, should you fail to withdraw your NOD and attempt to foreclose, is my simply walking away and turning Front Sight over to my 200,000 members to deal with you in whatever manner they believe is in their best interest. I estimate 5,000 of my members are attorneys and another 5,000, regardless of their professions, are extremely passionate about Front Sight and know the difference between right and wrong. The other 190,000 plus members will rally behind the attorneys and most passionate members. Of course, this would be a shame, but you cannot escape the truth of the narrative that will play out. I have done everything possible to overcome your misrepresentations and failure to deliver on your promises to fund the project. In the members' eyes, you will be the overly aggressive lawyer who foreclosed on Front Sight over VERY QUESTIONABLE accusations, not any failure to pay, and the foreclosure killed the project when it was 18 months away from being completed. The legal morass and extremely bad blood you create will all be directed at you, and with such heavy baggage, nobody would ever consider buying Front Sight's assets out of foreclosure. YOU will be on the hook as the owner to deal with all the fallout. The legal battles will dog you for as long as you live.

If you doubt me, call your buddy Keith Greer. He has first-hand knowledge of what I am talking about. It is no surprise he reconsidered taking your case. He was on the wrong side once. I'm sure he did not want to do that again!

Mr. Robert W. Dziubla  
President & CEO  
Las Vegas Development Fund LLC  
August 25, 2018  
Page 4 of 4

Notwithstanding the aforesaid, we do agree with your statement that we must “jointly agree on a realistic path” if we are to resolve this dispute without litigation and move forward for the benefit of all parties.

It is with the interest of finding that realistic path that we suggest you stop any further demands, refrain from the filing of any further notices, or the taking of any further aggressive position in the dispute. In exchange for this cease-fire, Front Sight will not file its intended lawsuit and will produce copies of the checks that paid for construction invoices, contracts and work orders that we can recover electronically from banks statements going as far back as the bank can provide by Thursday, August 30. Once this is done, we can, if needed, secure the services of a professional mediator, preferably a retired judge, to hear both sides and mediate an amicable resolution to enable us to move forward.

Please respond by our previous deadline of end of day, Sunday, August 26, 2018, with your agreement that both parties will stand down and seek a reasonable resolution to this dispute after Front Sight provides the documentation that we will recover through electronic bank statements dating back as far as the bank will provide us.

Sincerely,



Dr. Ignatius Piazza  
Manager

cc: Mr. Jon Fleming  
Mr. Michael Meacher, COO, Front Sight  
C. Matthew Schulz, Esq.  
Michael A. Brand, Esq.  
Michael J. Madda, Esq.  
Scott A. Preston, Esq.  
Letvia M. Arza-Goderich, Esq.

EXHIBIT “3”

EXHIBIT “3”

**FRONT SIGHT MANAGEMENT: TRANSCRIPTION FROM JULY 4, 2021**

1 [BEGIN TRANSCRIPT 02:20:45]

2

3 IP At some point, people will look back, as I said, and they'll come out here and they'll go,  
4 "wow! This is amazing!" and they're gonna think it was done in two years...

5

6 AM [Inaudible comment]

7

8 IP ...No, you couldn't do this in two years. T-The process takes what it takes. And uh, it's not  
9 just about money, it's-it's everything else that goes with that. And if we were doing, as I  
10 say, if we were doing golf resorts I'd be on my, you know, fortieth golf resort by now, but  
11 nobody wants to, financially, th-the institution, financial institutions do not want to support  
12 what we're doing here. So, we only can do it the [inaudible; possibly "way here"]. As I  
13 said, th-this place can be built by somebody else, we'd have five or six or seven Front  
14 Sights. It's taken what it's taken even to get to this point. It's challenging, but we-we are  
15 winning and we are growing, and we all are the beneficiaries of it. So, thank you again, for  
16 everything you've done.

17

18 [BEGIN TRANSCRIPT 02:24:29]

19

20 AM So, a couple years back you were talking about the l-litigation about the guy who tried to  
21 steal Front Sight from you...

22

23 IP Right.

24



**FRONT SIGHT MANAGEMENT: TRANSCRIPTION FROM JULY 4, 2021**

1 AM ...and uh, this is the delays you're talking about now when you can't talk about, uh, the  
2 progress?

3  
4 IP Y-yeah I-I, really, I wanted to step up here this weekend, and y-you know, and make a  
5 really great announcement, but we're not quite there yet. Uh, but believe me we're-we're  
6 winning this in spite of, uh, you know, the Judge doesn't want to make any kind decisions  
7 about the case. He wants to just allow it to continue to go t-to some type of jury trial  
8 [inaudible due to sound interference] 2022. And that's.... [cut off by audience member]

9  
10 AM [Asks a question, but inaudible due to sound interference]

11  
12 IP Exactly, u-unfortunately it's all kind of tied together. Um, so that-that's where we're at.  
13 We're making progress in spite of-of lots of challenges and obligations and [inaudible due  
14 to sound interference] obstacles, uh, that w-we're put against us. And, you know, w-what  
15 you need to understand is that we're completely right in it. Absolutely 100% right. We did  
16 not do anything wrong, and in fact, it-we're the ones that have-have prevented so many  
17 problems that this guy created. His-his-his lack of honesty and ability to actually perform  
18 on what he said he was supposed to do, uh, but I will tell you, on my experience, after 25  
19 years of being involved in all forms of litigation, is what's most important, isn't the facts  
20 of your case, what's most important is the political slant of the judge.

21  
22 AM [Murmuring]

23

**FRONT SIGHT MANAGEMENT: TRANSCRIPTION FROM JULY 4, 2021**

1 IP And judges have the ability, without violating the rules of law, to push cases in- in to  
2 directions they want those cases to go based on their political beliefs. I'll give you an  
3 example. You file a motion for summary judgment in your favor, and you put out thirty  
4 different pieces of evidence that are supported by the testimony of the person you're suing  
5 and the emails that they bring that show they lied and they stole, and you're asking for the  
6 judge to make a summary judgment based on those thirty facts. It's a slam dunk, is it not?  
7 But the response is, "I'm not making a decision at this point, because I believe there still  
8 issues a fact in the case." And that's a way of saying, "I'm not going to rule on this. I'm  
9 going to force this thing to go all the way to a jury trial in the e-in the hopes...

10

11 AM [Coughing]

12

13 IP ...that twelve people that weren't smart enough to get out of jury duty don't see what's  
14 really wrong here. See? That's kind of what we've been dealing with. It's not the first time  
15 I've delt with them, but we-we are actually winning. In spite of all this kind of stuff we  
16 continue to throw...the evidence and continue to, the people don't necessarily know  
17 when...a case like this occurs, you can win from attrition. By simply out-papering and out-  
18 spending your opponent, and that's the situation that they're in right now. They've changed  
19 their attorneys three times. Do you know why people change their attorneys three times?

20 AM [Murmurs] They're not getting paid?

21

22 IP They're not getting paid. They're not able to pay the attorneys. So, when an attorney takes  
23 the case, churns up a lot of bills, case continues on, and they say, "hey, you've got behind,"  
24 the only option the attorney has is to drop his client. And, in the state of Nevada, uh, when

**FRONT SIGHT MANAGEMENT: TRANSCRIPTION FROM JULY 4, 2021**

1 you say, "I'm going to change attorneys," the attorney that you owe the money to can't  
2 disclose that to the-any other attorneys. When you request a file that attorney can't disclose  
3 to that attorney that-that you owe them up. So, when you see this happening in the middle  
4 of a case, changes in attorneys, you know that y-you're bleeding the guy out. That's what  
5 we've been doing. Cause there's only two ways to win a case. Right? One is you get a  
6 summary judgement. The other is you bleed the guy out to the point he can't continue to  
7 fight. Actually, three ways, or you take him all the way to the jury trial which takes five  
8 years. Ok? He didn't have the funds t-when he started this. Clearly doesn't have the funds  
9 now. But we-we have, you know, again we haven't done anything wrong here. We just  
10 [inaudible]. People say, "how in the world do you get into something like that?" We-we  
11 had three different law firms do their due diligence on this guy. To negotiate all these  
12 contracts and everything we did with him. You know? It's just so, you know, [inaudible]  
13 long con, and that's-that's what [inaudible]. So, it's unfortunate that-that's what we're  
14 dealing with, b-but as I said before we are winning this thing. We will win it. And, uh,  
15 again I hope to have some great news for you this weekend. Maybe two or three more  
16 weeks before we [inaudible].

17 Alright, it's five minutes till three, we gotta call it...

18

19 AM [Clapping]

20

21 IP ...Thank you. Thank you very much. I look-look forward to seeing you again next year.

# EXHIBIT “4”

# EXHIBIT “4”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DECL**  
2 Andrea M. Champion, Esq.  
3 Nevada State Bar No. 13461  
4 Nicole E. Lovelock, Esq.  
5 Nevada State Bar No. 11187  
6 Sue Trazig Cavaco, Esq.  
7 Nevada State Bar No. 6150  
8 **JONES LOVELOCK**  
9 6600 Amelia Earhart Court, Suite C  
10 Las Vegas, Nevada 89119  
11 Tel: (702) 805-8450  
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13 achampion@joneslovelock.com  
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15 scavaco@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
10 Nevada State Bar No. 10083  
11 **HOGAN HULET PLLC**  
12 10501 W. Gowan Rd., Suite 260  
13 Las Vegas, Nevada 89129  
14 Tel: (702) 800-5482  
15 Fax: (702) 508-9554  
16 ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC,  
Robert W. Dziubla, Jon Fleming and Linda Stanwood*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

20 Plaintiff,

21 vs.

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

24 Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**DECLARATION OF KENNETH E.  
HOGAN, ESQ.**

**AND ALL RELATED COUNTERCLAIMS.**

25  
26  
27  
28

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 I, Kenneth E. Hogan, declare as follows:

2 1. I am over eighteen (18) years of age and a resident of Clark County, Nevada.

3 2. I am an attorney duly licensed to practice law in the State of Nevada and have served  
4 as counsel for Defendants/Counterclaimants Las Vegas Development Fund, LLC (“LVDF”), EB5  
5 Impact Capital Regional Center, LLC (“EBIC”), EB5 Impact Advisors, LLC (“EB5IA”), Robert W.  
6 Dziubla (“Dziubla”), Jon Fleming (“Fleming), and Linda Stanwood (“Stanwood”) (collectively,  
7 “Lender Parties”) in this action.

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

11 4. I make this declaration in support of my clients’ Motion for Case Terminating  
12 Sanctions (the “Motion”).

13 5. I was retained by the Lender Parties in January 2021.

14 6. Shortly after being retained by the Lender Parties, on February 24, 2021, I emailed  
15 John Aldrich, counsel for Front Sight Management LLC (“Front Sight”), Ignatius Piazza (“Mr.  
16 Piazza”), Jennifer Piazza (“Mrs. Piazza”), Michael Meacher (“Mr. Meacher”), the VNV Dynasty  
17 Trust I (“VNV I”), the VNV Dynasty Trust II (“VNV II”) (collectively, the “Borrower Parties”)<sup>1</sup>  
18 regarding numerous outstanding issues in the case, including depositions. Within that email, I  
19 suggested that Mr. Aldrich and I work together to put together a deposition schedule.

20 7. Mr. Aldrich did not respond to that request to put together a deposition schedule or  
21 otherwise provide the Borrower Parties’ availability for depositions in response to my February 24,  
22 2021 email.

23 8. On March 19, 2021, after receiving no response from Mr. Aldrich, I again emailed  
24 Mr. Aldrich to ask that we work together to get depositions lined up. I specifically asked that he  
25 provide me with available dates for the coming 4 weeks (in late March to early April).

26 \_\_\_\_\_

27 <sup>1</sup> Mr. Aldrich also represents Efrain Rene Morales-Moreno, Morales Construction Inc., Top Rank Builders, Inc. and All  
28 American Concrete & Masonry Inc., who are not the subject of this Motion.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1           9.       Mr. Aldrich responded to my email on March 26, 2021, asking that I provide him with  
2 a list of people that the Lender Parties intended to depose and then suggesting that we have a  
3 telephone conference to discuss scheduling of depositions.

4           10.       On March 30, 2021, I emailed Mr. Aldrich again about setting party depositions. In  
5 that email, I told Mr. Aldrich that the Lender Parties intended to complete the deposition of Mr.  
6 Morales and then would take the depositions of Mr. and Mrs. Piazza and Mr. Meacher in the near  
7 future. To facilitate the scheduling of those depositions, I provided multiple dates that I was available  
8 to take the Borrower Parties' depositions in April 2021.

9           11.       Mr. Aldrich responded to my email on April 7, 2021 to request that we discuss by  
10 telephone.

11           12.       On April 8, 2021, I participated in a telephone call with Mr. Aldrich regarding  
12 deposition scheduling. During that telephone call, I reiterated the Lender Parties intention to take  
13 the depositions of Mr. and Mrs. Piazza before moving into 30(b)(6) and expert depositions. Further,  
14 Mr. Aldrich and I discussed how to handle individual depositions versus depositions of an entity's  
15 NRCP 30(b)(6) representatives. We agreed to discuss with our respective clients how to handle  
16 depositions (and potential overlap between witnesses) and then to follow-up so that we could get  
17 depositions scheduled.

18           13.       On April 13, 2021, I received an email from Mr. Aldrich confirming the substance of  
19 our April 8, 2021 telephone call.

20           14.       I responded to Mr. Aldrich's email that same day, telling him that the Lender Parties  
21 had requested to review his proposed 30(b)(6) deposition notices, with the topics for the corporate  
22 entities, so that we could determine who could best speak to those topics and thereafter we could  
23 have a meaningful discussion about his deposition scheduling, including, but not limited, to how  
24 much time would be needed with each deponent.

25           15.       On April 16, 2021, while emailing with Mr. Aldrich about other issues, I told Mr.  
26 Aldrich that I intended to calendar depositions for the Lender Parties (and their experts) in the order  
27 I previously discussed with Mr. Aldrich (i.e., Mr. Morales, Mr. Piazza, Mrs. Piazza, Front Sight,  
28 Meacher). In that email, I provided a range of proposed dates for each of the Lender Parties'

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 depositions and asked Mr. Aldrich to provide me with dates of availability for each party (within the  
2 date ranges provided).

3 16. Mr. Aldrich responded to my email on April 19, 2021, stating that he would check  
4 with his clients and let me know but also advising that he, himself, had several obligations that would  
5 affect his availability.

6 17. Because no available dates were provided for the Borrower Parties, on April 30, 2021,  
7 I advised Mr. Aldrich that I would be serving the Lender Parties' deposition notices that day.

8 18. Later that afternoon, I spoke to Mr. Aldrich by telephone about deposition scheduling.  
9 During that call, Mr. Aldrich told me that his clients/he were not available on the dates I intended to  
10 serve deposition notices for that date. Had he not informed me of their unavailability, I would have  
11 noticed the Borrower Parties' depositions pursuant to my email that day. The deposition notices  
12 were already prepared and ready to be served.

13 19. Following our telephone conversation, Mr. Aldrich sent me an email confirming the  
14 dates that he was not available so that I could work around his schedule when re-noticing the  
15 Borrower Parties' depositions.

16 20. I responded to Mr. Aldrich's email that same afternoon confirming that I would re-  
17 work the deposition schedule pursuant to his personal conflicts.

18 21. On May 10, 2021, I emailed Mr. Aldrich to let him know that I intended to serve  
19 deposition notices but providing him, in advance, with the deposition schedule for the Borrower  
20 Parties. Mr. Aldrich did not respond to my email.

21 22. Pursuant to my email, on May 11, 2021, after reworking the schedule to accommodate  
22 Mr. Aldrich's other commitments, I served deposition notices for the depositions of Jennifer Piazza  
23 (scheduling Mrs. Piazza's deposition on June 4, 2021 and Ignatius Piazza (scheduling Mr. Piazza's  
24 deposition on June 8, 2021).

25 23. On May 18, 2021, I served a deposition notice for Front Sight, scheduling the 30(b)(6)  
26 deposition of Front Sight on June 10, 2021.

27 24. On May 24, 2021, having not received any dates of availability or non-availability for  
28 his deponents, but receiving only his own scheduling of the Lender Parties' depositions, I emailed



**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 Mr. Aldrich to advise him that I would be serving deposition notices for the Borrower Parties’  
2 30(b)(6) and experts as follows, taking into consideration Mr. Aldrich’s stated availability for  
3 himself:

4	June 10, 2020, 9:00	30(b)(6) of Front Sight Management
5	June 21, 2020, 9:00	Cookston
6	June 23, 2020, 9:00	Meacher
7	June 28, 2020, 9:00	Holmes
8	June 30, 2020, 9:00	Winters

9 25. On May 27, 2021, Mr. Aldrich wrote to suggest that I had noticed the depositions of  
10 the Borrower Parties without consulting him as to their availability. That assertion was simply false:  
11 I had consulted, I received no coordination. I had prior and repeated communications with Mr.  
12 Aldrich asking for proposed deposition availability, and he provided nothing – on information and  
13 belief because his clients would not offer him dates to propose.

14 26. In that same email, Mr. Aldrich also advised, for the first time, that his clients would  
15 not be available for depositions as noticed on June 4 and 10, 2021, because they were supposedly out  
16 of the country. Surely, that alleged journey outside the United States was scheduled and known well  
17 in advance and could have been (and should have been) coordinated rather than waiting until we  
18 noticed a schedule to assert unavailability.

19 27. I asked for documentation of the planned trip (tickets, hotel bookings, etc.) as proof  
20 that they were unavailable for their duly-noticed depositions. I never received it.

21 28. Being proactive, in case the unavailability was confirmed, I proposed new alternative  
22 dates as follows:

23 For scheduling then, presuming there is some supporting documents concerning the  
24 Piazzas’ travel, I’ll be noticing/re-noticing as follows:

25	June 4, 8, or 10	9:00	Morales (let me know ASAP)
26	June 21, 2021	9:00	J Piazza
27	June 22, 2021	9:00	I Piazza
28	June 23, 2021	9:00	30(b)(6) of FMK
	June 25, 2021	9:00	Cookston
	June 28, 2021	9:00	Meacher
	June 30, 2021	9:00	Holmes
	July 1, 2021	9:00	Winter

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1           29. Finally, in that same May 27, 2021 email, I also responded to Mr. Aldrich’s suggestion  
2 that we just extend discovery, by stating that I would speak to my clients about extending discovery  
3 but that I expected they would not be agreeable to an extension of more than a few weeks to complete  
4 depositions (or agreeing to move the trial date of this matter).

5           30. Mr. Aldrich responded to my email on May 27, 2021 to tell me that he would speak  
6 to the Piazzas about documentation, proving their unavailability for depositions as noticed. Because  
7 Mr. Aldrich never provided documentation to me, I presume the Piazzas never provided it to him.

8           31. Because I did not hear from Mr. Aldrich, on June 1, 2021, I again emailed him to  
9 follow-up on the requested documentation. At that time, Mrs. Piazza’s duly noticed deposition was  
10 only three days away and I advised Mr. Aldrich that I needed some response in order to re-notice the  
11 Borrower Parties’ depositions.

12           32. Mr. Aldrich called to tell me he was unable to obtain documentation, but that he had  
13 confirmation that the Piazzas were definitely not going to show for their June 4 and June 10  
14 depositions.

15           33. On June 1, 2021, I served amended deposition notices on behalf of the Lender Parties  
16 in keeping with the schedule proposed in my May 27, 2021 email. Specifically, amended deposition  
17 notices for Jennifer Piazza (scheduling Mrs. Piazza’s deposition on June 21, 2021), Ignatius Piazza  
18 (scheduling Mr. Piazza’s deposition on June 22, 2021), and Front Sight (scheduling the 30(b)(6)  
19 deposition of Front Sight on June 23, 2021) were served.

20           34. On June 9, 2021, I received an email from Mr. Aldrich informing me that the  
21 Borrower Parties were not available on any of the dates that their depositions were noticed for. In  
22 that email, Mr. Aldrich represented that his clients were not available until mid-July and then that he  
23 (Mr. Aldrich) would be unavailable until July 16, 2021, which I took to mean that the Borrower  
24 Parties would not make themselves available for depositions until late July 2021.

25           35. I responded to Mr. Aldrich’s email on June 10, 2021, expressing my frustration that I  
26 had repeatedly attempted to work with Mr. Aldrich to schedule depositions and each time, the  
27 Borrower Parties responded that they were available. I noted that I had only repeatedly noticed  
28 depositions during what I understood to be “blank” (or available) spots and that, in a continuing effort

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1 to work with the Borrower Parties, I would agree to move the depositions, yet again. In that same  
2 email, I again provided a proposed schedule for the Borrower Parties' depositions, as follows, in the  
3 same order as had been repeatedly discussed with J. Piazza, then I. Piazza, and the Front Sight

4 30(b)(6) before Front Sight's experts:

- 5 July 22: Jennifer Piazza
- 6 July 23: Ignatius Piazza
- 7 August 4: 30(b)(6) Witness for Front Sight Management
- 8 August 5: Michael G. Meacher
- 9 August 6: Catherine DeBono Holmes (Plaintiff Expert)
- 10 August 11: Douglas S. Winters (Plaintiff Expert)
- 11 August 12: Kevin B. Kirkendall (Plaintiff Expert)
- 12 August 13: David R. Evans (Plaintiff Expert)

13 36. On June 11, 2021, Mr. Aldrich responded to my email to inform me that he would  
14 confirm the Borrower Parties' availability on the dates I provided.

15 37. On June 18, 2021, because I had not heard back from Mr. Aldrich, I emailed him  
16 again to ask where he was on confirming the Borrower Parties' depositions.

17 38. On June 21, 2021, still not hearing back from Mr. Aldrich, I again emailed him to tell  
18 him that we really needed to get the Borrower Parties' deposition dates finalized and asked him to  
19 inform me, as soon as possible, if the fourth proposed deposition schedule would work.

20 39. Mr. Aldrich responded that same day to again state that he was working to confirm  
21 the Borrower Parties' availability on the dates I had provided but providing no additional information  
22 or substantive update. In that same email, Mr. Aldrich also pushed me to schedule depositions that  
23 the Borrower Parties intended to take.

24 40. On June 22, 2021, Mr. Aldrich emailed me to request a telephone call the following  
25 day to discuss deposition scheduling.

26 41. During that call, we discussed scheduling the depositions he wished to take, but he  
27 had no update on his own clients' confirmation of their noticed appearances.

28 42. On June 24, 2021, in the void of information that had become the standard, I served  
amended deposition notices for the Borrower Parties as proposed in my June 10, 2021 email.  
Specifically, I served on behalf of the Lender Parties amended deposition notices of Jennifer Piazza  
(scheduling Mrs. Piazza's deposition on July 22, 2021), Ignatius Piazza (scheduling Mr. Piazza's

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1 deposition on July 23, 2021), and Front Sight (scheduling the 30(b)(6) deposition of Front Sight on  
2 August 4, 2021).

3 43. I was later told that the Piazzas would not be available as scheduled (as I remember,  
4 it may have been that their daughter had been hospitalized or was going to be hospitalized). With a  
5 recent extension of discovery, we agreed to reset the depositions yet again – however, rather than  
6 continuing to schedule, notice, and be rejected for supposed non-availability, Mr. Aldrich and I  
7 agreed to provide one another with “no-go” dates (in other words, dates they were not available to  
8 be deposed) to avoid the ongoing notice-unavailability cycle.

9 44. In preparing to share the fifth proposed deposition schedule, on July 9, 2021 I wrote  
10 “if you know of any period of non-availability of either you or the proposed deponents, let me know.”

11 45. On July 15, 2021, I wrote “Please get me the no-go dates for Morales, J Piazza, and I  
12 Piazza at your earliest convenience, and we can work the rest as things move forward.” In the same  
13 mail, I provided “no-go” information for Robert Dziubla and LVDF.

14 46. On July 20, I sent additional “no-go” information concerning FSM’s desire to depose  
15 Perry Dealy, and once again asked “What’s the status of availability for Morales and the Piazza  
16 deponents, including for the PMK deposition?”

17 47. Rather than providing near term “no-go” dates as agreed, on July 22, 2021, Mr.  
18 Aldrich finally emailed me but stated only that Mr. and Mrs. Piazza would not make themselves  
19 available until *the last week of September 2021*—an unexplained two-month gap in availability.

20 48. On July 27, 2021, I emailed Mr. Aldrich to let him know that upon reviewing his mail  
21 and attempting to build a timely schedule, his response concerning the Piazzas’ availability was not  
22 acceptable, and that he needed to get me available dates for the Borrower Parties between August 16,  
23 2021 and September 10, 2021 so that we could proceed with depositions. I made clear to Mr. Aldrich  
24 that I needed those dates by the end of the week (i.e., by or before July 30, 2021).

25 49. Mr. Aldrich did not respond to my July 27, 2021 email, nor did he provide, at any  
26 time before August 3, 2021, earlier dates for the Borrower Parties’ depositions as requested.

27 50. Accordingly, Lender Parties were left with no choice but to re-notice the Borrower  
28 Parties’ depositions and attempt to get the depositions moving in a void of information.

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1           51. On August 3, 2021, on behalf of the Lender Parties, I served amended deposition  
2 notices for Jennifer Piazza (the Third Amended Notice, scheduling Mrs. Piazza’s deposition on  
3 August 20, 2021), Ignatius Piazza (the Third Amended Notice, scheduling Mr. Piazza’s deposition  
4 on August 25, 2021), and Front Sight (the Third Amended Notice, scheduling the 30(b)(6) deposition  
5 of Front Sight on August 25, 2021).

6           52. The following day, I received an email from Mr. Aldrich expressing his  
7 “disappointment” in receiving the Third Amended Deposition Notices of the Borrower Parties. In  
8 Mr. Aldrich’s email, he stated that he thought we were going to agree on dates and times and then  
9 set depositions.

10           53. While that had previously been true, in light of Mr. Aldrich and the Borrower Parties’  
11 failure to provide earlier, available dates, I was left with no choice other than to re-notice the  
12 Borrower Parties’ depositions on earlier dates.

13           54. I responded to Mr. Aldrich’s email the following day offering to have a telephone call  
14 with him to discuss the depositions that coming Monday (August 9, 2021).

15           55. I participated with a telephone call with Mr. Aldrich on August 9, 2021 during which  
16 Mr. Aldrich pursued further information about taking his own depositions, but offered nothing to  
17 assist the Lender Parties in taking theirs. Specifically, he stated that he did not know why there was  
18 a supposed two-month gap in availability, and that he had obtained from the Piazzas no list of “no-  
19 go” dates as had been agreed. Further, we discussed the option of doing those depositions by Zoom  
20 if it would speed-up the process.

21           56. On August 10, 2021, the day following our telephone call, I emailed Mr. Aldrich  
22 asking him to confirm the dates that had been noticed thus far and telling him that, if needed, I would  
23 re-notice the depositions as Zoom depositions. In addition, in that email, I asked Mr. Aldrich to let  
24 me know who intended to testify on behalf of VNV I and VNV II.

25           57. Mr. Aldrich responded to me that day stating that he would have to confirm with the  
26 Borrower Parties and providing no substantive update regarding their availability.

27           58. On August 11, 2021, I emailed Mr. Aldrich to tell him that while it was my preference  
28 to take the Borrower Parties’ depositions in-person (as previously noticed), we would agree to do

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1 them viz Zoom *if* they would sit as scheduled. In that email, I also provided a proposed date for the  
2 VNV I and VNV II depositions (September 3, 2021) and asked Mr. Aldrich to run that date by Mr.  
3 Piazza while coordinating the other deposition dates with him.

4 59. Mr. Aldrich responded the same day to tell me that he was still trying to confirm the  
5 Piazzas' availability.

6 60. Accordingly, on August 16, 2021, I again emailed him to follow-up on the Borrower  
7 Parties' depositions, stating: "I really need to know what's going on with the Morales and  
8 Piazza/PMK depositions. I've got reporters to book and Bob is anxious about booking travel for the  
9 Morales depo. Please get back to me today."

10 61. Later that day, Mr. Aldrich responded to let me know that his clients were not  
11 available in August and were asking for alternative dates in September which I understood to mean  
12 that they were not going to make themselves available on the dates for which their depositions were  
13 noticed.

14 62. While I am typically reticent to ask parties for proof of a family member's medical  
15 care, given the Piazzas' repeated refusal to appear for duly-noticed depositions, and their refusal to  
16 provide any alternative dates before September 2021, I responded to ask that they provide some  
17 documentation (such as a hospital discharge paper or something unintrusive). I got nothing.

18 63. The following day, on August 17, 2021, I emailed Mr. Aldrich about the Morales  
19 depositions and within that email, against asked if he had any update regarding the Borrower Parties  
20 depositions.

21 64. On August 19, 2021, the Borrower Parties filed a Motion for Protective Order  
22 regarding their depositions, asking that their depositions be noticed on the dates they provided  
23 (during the last week of September) and further requiring that the depositions be taken by Zoom or  
24 in Texas. *See* Dkt. 630, Mot. for Protective Order Regarding the Depositions of Dr. Ignatius Piazza,  
25 Jennifer Piazza, and the NRCP 30(b)(6) witness of Front Sight Management, LLC, filed Aug. 19,  
26 2021.

27 65. The next day, on August 20, 2021, I emailed Mr. Aldrich regarding the Borrower  
28 Parties' Motion for Protective Order and told him that I would like to see the reasons that the Piazzas

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1 were not available in early September because, if they had good and valid reasons, that may avoid  
2 the need to brief the issue. Mr. Aldrich did not respond to that email.

3 66. In light of the Borrower Parties’ Motion for Protective Order, and the fact that it was  
4 not scheduled to be heard until after the Borrower Parties’ depositions were scheduled to take place  
5 (since the Piazzas had elected not to file on shortened time), my clients were forced not to proceed  
6 with their duly noticed depositions of the Borrower Parties.

7 67. On August 27, 2021, having not heard from Mr. Aldrich for a week, I emailed him to  
8 ask if he had an update as to why the Borrower Parties were not available in early September. Mr.  
9 Aldrich did not respond to my email.

10 68. On September 7, 2021, Mr. Aldrich finally emailed me about depositions. In that  
11 email, he once again largely focused on depositions *the Borrower Parties wanted to take*, provided  
12 no update about my clients’ depositions of the Borrower Parties, but did say in passing that some of  
13 the dates he had proposed for other parties (September 28-30) “may be the dates for the Piazzas”  
14 which I took to suggest that the Piazzas would not provide their availability before the last week of  
15 September, as requested multiple times.

16 69. I responded to Mr. Aldrich’s email noting that with my wife’s ongoing medical issues  
17 and the number of depositions we needed to schedule, I would put together a deposition schedule  
18 proposal for his review, starting once again with the Borrower Parties the last week of September but  
19 also asking for their availability in October so that I could complete them at a later date (if needed).  
20 Although Mr. Aldrich responded to that email, he did not provide the Borrower Parties’ later  
21 availability as requested.

22 70. On September 15, 2021, on behalf of the Lender Parties, I served the Fourth Amended  
23 Notice of Deposition of Jennifer Piazza, setting Mrs. Piazza’s Deposition on September 30, 2021,  
24 and a Fourth Amended Notice of Deposition of Ignatius Piazza, setting Mr. Piazza’s Deposition on  
25 October 1, 2021—both dates were dates that were provided by the Borrower Parties.

26 71. On September 15, 2021, I also attended a hearing on the Lender Parties’ Motion to  
27 Advance the Borrower Parties’ Motion for Protective Order (so that it could be heard before the close  
28 of discovery). Following that hearing, I had a conversation with Mr. Aldrich wherein I again

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1 requested that he provide me the Borrower Parties’ availability in early October for depositions and  
2 we discussed a potential stipulation of discovery (to allow the parties to complete, among other  
3 things, the depositions of the Borrower Parties).

4 72. Mr. Aldrich sent me an email confirming that conversation the same day and I  
5 responded to make clear that it was my intent to complete the string of party depositions commenced  
6 in late September within the first two weeks of October.

7 73. On September 17, 2021, Mr. Aldrich emailed me to inform me that the Piazzas were  
8 available on October 18 and 19, 2021 in Dallas. However, because I needed to take the depositions  
9 of Mrs. Piazza and Mr. Piazza, individually, as well as the NRCP 30(b)(6) witnesses of Front Sight,  
10 VNV I, and VNV II—as always discussed and contemplated by the Lender Parties multiple amended  
11 deposition notices—I responded to Mr. Aldrich to remind him that I could not take four depositions  
12 in two days and therefore, I needed more available dates for the depositions of the Borrower Parties.

13 74. Mr. Aldrich responded to my email to tell me that he had asked Mr. Piazza for  
14 available dates, that he proposed I moved the Piazza’s individual depositions to October 18 and 19,  
15 2021, and that he would “let me know” when he received additional dates for the depositions of Front  
16 Sight, VNV I, and VNV II.

17 75. Despite the fact that I had been requesting dates for the depositions of the Borrower  
18 Parties for months, and Mr. Aldrich had just informed me that he had requested additional dates for  
19 the depositions of Front Sight, VNV I, and VNV II, the Borrower Parties then turned around and  
20 served multiple depositions notices for October 2021, effectively taking up most of the remainder of  
21 the month on other depositions so that my clients could not depose Front Sight, VNV I, and VNV II  
22 in October as requested.

23 76. I emailed Mr. Aldrich regarding my frustration on September 21, 2021 and reiterated  
24 that I needed him to get me additional dates for the depositions we had been seeking in October and  
25 then told him that we could talk through scheduling the balance of the depositions.

26 77. Because I did not hear back from Mr. Aldrich regarding the depositions of the  
27 Borrower Parties, on September 23, 2021, while emailing him about a separate, unrelated discovery  
28 issue, I asked him to please clarify what was going on with the depositions of the Borrower Parties.



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1           78. On October 5, 2021, I again emailed Mr. Aldrich to follow up on the Borrower Parties’  
2 availability for their depositions. Mr. Aldrich did not respond to that email.

3           79. On October 7, 2021, because I had not been provided with any additional availability  
4 for the depositions of the Borrower Parties, despite my numerous requests, I emailed Mr. Aldrich to  
5 inform him that the Piazzas would need to hold the week of November 15, 2021 for their depositions  
6 and advising him that I intended to notice the Borrower Parties’ depositions that week because they  
7 had failed to provide available dates in October. Mr. Aldrich did not respond to that email at all,  
8 including but not limited to, telling me that the Piazzas would not be available to be deposed the  
9 week of November 15, 2021.

10           80. On October 8, 2021, pursuant to my email correspondence the day prior to Mr.  
11 Aldrich, I served the following amended deposition notices: the Fifth Amended Notice of Deposition  
12 of Jennifer Piazza (setting Mrs. Piazza’s deposition on November 15, 2021), the Fifth Amended  
13 Notice of Deposition of Ignatius Piazza (setting Mr. Piazza’s deposition on November 16, 2021), the  
14 Fourth Amended Notice of Deposition of Front Sight Management, LLC (setting the 30(b)(6)  
15 deposition of Front Sight on November 17, 2021), the Notice of Deposition of VNV Dynasty Trust  
16 I (setting the 30(b)(6) deposition of VNV I on November 18, 2021), and the Notice of Deposition of  
17 VNV Dynasty Trust II (setting the 30(b)(6) deposition of VNV II on November 19, 2021).

18           81. On November 4, 2021, I served a Supplement to Notices of Deposition of VNV  
19 Dynasty Trust I and VNV Dynasty Trust II which were intended solely to provide the topics for the  
20 depositions of VNV I and VNV II but did not otherwise change the date and/or time for those  
21 depositions.

22           82. On November 10, 2021, just five days before the duly noticed depositions of the  
23 Borrower Parties, I received an email from Mr. Aldrich regarding a number of discovery items  
24 (including the Lender Parties’ stipulation to extend discovery).

25           83. In that email, Mr. Aldrich stated that he had provided multiple dates that the Piazzas  
26 were available and that ever since his October 27, 2021 correspondence to me, the Lender Parties  
27 had not set any depositions. That statement was simply false given that I served amended deposition  
28 notices on October 8, 2021.

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1           84. In addition, his email, Mr. Aldrich requested that the depositions of the Borrower  
2 Parties be moved to the week of January 17, 2022. Mr. Aldrich claimed that Mr. Piazza would not  
3 have time to prepare for his depositions commencing on November 17, 2021 because he was being  
4 deposed in another matter on November 18, 2021. Given that he had been aware of a pending  
5 deposition for literally months, that seemed a poor excuse for once again attempting to sabotage the  
6 schedule. This was the first time that I was informed that Mr. Piazza was allegedly unavailable for  
7 his duly noticed depositions. At no time after my October 7, 2021 communication informing Mr.  
8 Aldrich of my intent to notice the depositions of the Borrower Parties the week of November 15,  
9 2021, or after the October 8, 2021 amended deposition notices were served, and before November  
10 11, 2021, did Mr. Aldrich reach out to inform me that the Borrower Parties would not be made  
11 available for their depositions on the dates I requested a month ago that they hold for depositions in  
12 this case.

13           85. I participated in a meet and confer call with Mr. Aldrich and Nicole Lovelock, co-  
14 counsel for the Lender Parties, on November 12, 2021. During that call, Mr. Aldrich informed us  
15 that his clients (the Borrower Parties) were not inclined to stipulate to extend discovery and that they  
16 wanted the Lender Parties to proceed with expert depositions before the depositions of the Lender  
17 Parties themselves. Ms. Lovelock and I told Mr. Aldrich that his clients could not dictate the order  
18 of the Lender Parties' depositions and that the Lender Parties would not agree to change the order of  
19 the depositions they had always intended to take (with the depositions of the Borrower Parties going  
20 before experts). Ms. Lovelock and I told Mr. Aldrich that in order to keep the order of depositions,  
21 if his clients were not giving available dates for their depositions until January 2021, the parties  
22 would need to stipulate to extend discovery. I also told Mr. Aldrich that I would prefer to take the  
23 depositions of the Borrower Parties in December (rather than in January 2022) and I asked that he  
24 get us available dates in December 2021. Mr. Aldrich agreed on behalf of the Borrower Parties and  
25 we agreed that in light of the parties agreement, we would prepare a stipulation and order to extend  
26 discovery as well as vacate, and then re-notice, the depositions of the Borrower Parties.

27           86. In addition, during our call, Mr. Aldrich took the position that the deposition of Mrs.  
28 Piazza should not take place at all in light of Mr. Dziubla's testimony. While I disagreed with the

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1 Borrower Parties’ position regarding Mrs. Piazza, we agreed to first send interrogatories to Mrs.  
2 Piazza before deposing her so that we could assess whether her deposition was in fact necessary.

3 87. Following our telephone call, Mr. Aldrich sent a confirming email to myself and Ms.  
4 Lovelock which noted our agreement and within which he promised to provide dates for the Borrower  
5 Parties’ depositions within the next week.

6 88. Pursuant to our agreement and understanding that Mr. Aldrich would be providing  
7 new available deposition dates for the Borrower Parties in December, or that, alternatively, they  
8 would be made available the week of January 17, 2021—*the dates the Borrower Parties provided*—  
9 I did not go forward with the depositions of the Borrower Parties on November 15, 2021.

10 89. It is my opinion, having tried repeatedly to work with Mr. Aldrich, counsel for the  
11 Borrower Parties, to schedule deposition of the Borrower Parties for eight months (from March to  
12 November 2021)<sup>2</sup>, that the Borrower Parties never intended to appear for their depositions and upon  
13 his requests for information, they refused to provide it even to him. I repeatedly moved the  
14 depositions of the Borrower Parties to dates that were provided by the Borrower Parties and their  
15 counsel, attempting to cooperate in good faith. I agreed to take their depositions by Zoom (as opposed  
16 to in person), and always attempted to work with Mr. Aldrich simply to ensure that these depositions  
17 would actually take place (despite my personal belief that the Borrower Parties had no intent to  
18 appear for their depositions).

19 90. My belief that the Borrower Parties never intended to appear for their depositions is  
20 also based, in part, on comments Mr. Aldrich made to me during our multiple conversations regarding  
21 deposition scheduling. Mr. Aldrich, on more than one occasion, implied or outright said that he was  
22 having no luck getting dates from him clients. He seemed unsure if his clients would ever commit  
23 to appear for their depositions. Although I cannot specifically recall the dates on which Mr. Aldrich  
24 made these comments, I do distinctly remember them because it gave me concern that all of this work  
25 to schedule, and re-schedule, the depositions of the Borrower Parties may be for naught. To the best

26  
27

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28 <sup>2</sup> Following my November 12, 2021 telephone call addressed above, Jones Lovelock took over the scheduling of these depositions and I was not personally involved in further attempts by the Borrower Parties to avoid their depositions.

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1 of my recollection, Mr. Aldrich made these comments toward the tail-end of my attempts to schedule  
2 these party depositions.

3 91. I understand that the Borrower Parties ultimately failed to appear for their duly noticed  
4 depositions the week of April 25, 2021).

5 92. The Borrower Parties' failure to appear for their duly noticed depositions substantially  
6 prejudices my clients, the Lender Parties. Without deposing the Borrower Parties, my clients cannot  
7 challenge or test the testimony of the Borrower Parties, defend themselves against the Borrower  
8 Parties' claims, or adequately prepare their case in support of their Counterclaims.

9 93. In addition, the Borrower Parties' games to avoid their depositions have come at great  
10 expense to my clients. I have personally incurred a substantial amount of time noticing, re-noticing,  
11 meet and conferring, and corresponding about these depositions. All of that time is detailed in my  
12 invoices and was reasonably incurred based on the Borrower Parties' conduct.

13 94. Attached hereto as Exhibit 6 is a true and correct copy of my February 24, 2021 email  
14 correspondence to Mr. Aldrich.

15 95. Attached hereto as Exhibit 7 is a true and correct copy of my March 19, 2021 through  
16 March 26, 2021 email correspondence with Mr. Aldrich.

17 96. Attached hereto as Exhibit 8 is a true and correct copy of my March 26, 2021 through  
18 April 7, 2021 email correspondence with Mr. Aldrich.

19 97. Attached hereto as Exhibit 9 is a true and correct copy of my April 13, 2021 email  
20 correspondence with Mr. Aldrich.

21 98. Attached hereto as Exhibit 10 is a true and correct copy of my April 15, 2021 through  
22 April 19, 2021 email correspondence with Mr. Aldrich.

23 99. Attached hereto as Exhibit 11 is a true and correct copy of my April 30, 2021 email  
24 correspondence with Mr. Aldrich.

25 100. Attached hereto as Exhibit 12 is a true and correct copy of the Notice of Deposition  
26 of Jennifer Piazza, served on May 11, 2021.

27 101. Attached hereto as Exhibit 13 is a true and correct copy of the Notice of Deposition  
28 of Ignatius Piazza, served on May 11, 2021.

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1           102. Attached hereto as Exhibit 14 is a true and correct copy of the Notice of Deposition  
2 of Front Sight, served on May 18, 2021.

3           103. Attached hereto as Exhibit 15 is a true and correct copy of my May 24, 2021 email  
4 correspondence to Mr. Aldrich.

5           104. Attached hereto as Exhibit 16 is a true and correct copy of my May 24, 2021 through  
6 June 1, 2021 email correspondence with Mr. Aldrich.

7           105. Attached hereto as Exhibit 17 is a true and correct copy of the June 2, 2021 Notice of  
8 Service for the Amended Notice of Deposition of Jennifer Piazza.

9           106. Attached hereto as Exhibit 18 is a true and correct copy of the June 2, 2021 Notice of  
10 Service for the Amended Notice of Deposition of Ignatius Piazza, served on June 2, 2021.

11           107. Attached hereto as Exhibit 19 is a true and correct copy of the Amended Notice of  
12 Deposition of Front Sight, served on June 1, 2021.

13           108. Attached hereto as Exhibit 20 is a true and correct copy of my June 9, 2021 through  
14 June 18, 2021 email correspondence with Mr. Aldrich.

15           109. Attached hereto as Exhibit 21 is a true and correct copy of my June 9, 2021 through  
16 June 21, 2021 email correspondence with Mr. Aldrich.

17           110. Attached hereto as Exhibit 22 is a true and correct copy of my June 9, 2021 through  
18 June 23, 2021 email correspondence with Mr. Aldrich.

19           111. Attached hereto as Exhibit 23 is a true and correct copy of the Amended Notice of  
20 Deposition of Jennifer Piazza, served on June 24, 2021.

21           112. Attached hereto as Exhibit 24 is a true and correct copy of the Amended Notice of  
22 Deposition of Ignatius Piazza, served on June 24, 2021.

23           113. Attached hereto as Exhibit 25 is a true and correct copy of the Amended Notice of  
24 Deposition of Front Sight, served on June 24, 2021.

25           114. Attached hereto as Exhibit 26 is a true and correct copy of my July 15, 2021 and July  
26 19, 2021 email correspondence to Mr. Aldrich.

27           115. Attached hereto as Exhibit 27 is a true and correct copy of my July 20, 2021 email  
28 correspondence to Mr. Aldrich.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 116. Attached hereto as Exhibit 28 is a true and correct copy of my July 22, 2021 through  
2 July 27, 2021 email correspondence with Mr. Aldrich.

3 117. Attached hereto as Exhibit 29 is a true and correct copy of the Third Amended Notice  
4 of Deposition of Jennifer Piazza, served on August 3, 2021.

5 118. Attached hereto as Exhibit 30 is a true and correct copy of the Third Amended Notice  
6 of Deposition of Ignatius Piazza, served on August 3, 2021.

7 119. Attached hereto as Exhibit 31 is a true and correct copy of the Third Amended Notice  
8 of Deposition of Front Sight, served on August 3, 2021.

9 120. Attached hereto as Exhibit 32 is a true and correct copy of my August 4, 2021 through  
10 August 6, 2021 email correspondence with Mr. Aldrich.

11 121. Attached hereto as Exhibit 33 is a true and correct copy of my August 4, 2021 through  
12 August 6, 2021 email correspondence with Mr. Aldrich.

13 122. Attached hereto as Exhibit 34 is a true and correct copy of my August 16, 2021 email  
14 correspondence with Mr. Aldrich.

15 123. Attached hereto as Exhibit 35 is a true and correct copy of my August 20, 2021 email  
16 correspondence to Mr. Aldrich.

17 124. Attached hereto as Exhibit 36 is a true and correct copy of my August 27, 2021 email  
18 correspondence to Mr. Aldrich.

19 125. Attached hereto as Exhibit 37 is a true and correct copy of my September 7, 2021  
20 through September 8, 2021 email correspondence with Mr. Aldrich.

21 126. Attached hereto as Exhibit 38 is a true and correct copy of the Fourth Amended Notice  
22 of Deposition of Jennifer Piazza, served on September 15, 2021.

23 127. Attached hereto as Exhibit 39 is a true and correct copy of the Fourth Amended Notice  
24 of Deposition of Ignatius Piazza, served on September 15, 2021.

25 128. Attached hereto as Exhibit 40 is a true and correct copy of my September 15, 2021  
26 through September 21, 2021 email correspondence with Mr. Aldrich.

27 129. Attached hereto as Exhibit 41 is a true and correct copy of my September 23, 2021  
28 email correspondence to Mr. Aldrich.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 130. Attached hereto as Exhibit 42 is a true and correct copy of my October 5, 2021 email  
2 correspondence to Mr. Aldrich.

3 131. Attached hereto as Exhibit 43 is a true and correct copy of my October 7, 2021 email  
4 correspondence to Mr. Aldrich.

5 132. Attached hereto as Exhibit 44 is a true and correct copy of the Fifth Amended Notice  
6 of Deposition of Jennifer Piazza, served on October 8, 2021.

7 133. Attached hereto as Exhibit 45 is a true and correct copy of the Fifth Amended Notice  
8 of Deposition of Ignatius Piazza, served on October 8, 2021.

9 134. Attached hereto as Exhibit 46 is a true and correct copy of the Fourth Amended Notice  
10 of Deposition of Front Sight Management, LLC, served on October 8, 2021.

11 135. Attached hereto as Exhibit 47 is a true and correct copy of the Notice of Deposition  
12 of VNV Dynasty Trust I, served on October 8, 2021.

13 136. Attached hereto as Exhibit 48 is a true and correct copy of the Notice of Deposition  
14 of VNV Dynasty Trust II, served on October 8, 2021.

15 137. Attached hereto as Exhibit 49 is a true and correct copy of the Supplemental Notices  
16 of Deposition of VNV Dynast Trust I and VNV Dynasty Trust II, served on November 4, 2021.

17 138. Attached hereto as Exhibit 50 is a true and correct copy of my November 11, 2021  
18 through November 12, 2021 correspondence with Mr. Aldrich.

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

20 DATED this 12<sup>th</sup> day of May 2022.

21 /s/ Kenneth E. Hogan  
22 KENNETH E. HOGAN , ESQ.  
23  
24  
25  
26  
27  
28

EXHIBIT “5”

EXHIBIT “5”



**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DECL**  
2 Andrea M. Champion, Esq.  
3 Nevada State Bar No. 13461  
4 Nicole E. Lovelock, Esq.  
5 Nevada State Bar No. 11187  
6 Sue Trazig Cavaco, Esq.  
7 Nevada State Bar No. 6150  
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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*

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

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

20 Plaintiff,

20 vs.

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

22 Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**DECLARATION OF NICOLE E.  
LOVELOCK, ESQ.**

23 **AND ALL RELATED COUNTERCLAIMS.**  
24

25  
26  
27  
28

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 I, Nicole E. Lovelock, declare as follows:

2 1. I am over eighteen (18) years of age and a resident of Clark County, Nevada.

3 2. I am an attorney duly licensed to practice law in the State of Nevada and am counsel  
4 for Defendants/Counterclaimants Las Vegas Development Fund, LLC (“LVDF”), EB5 Impact  
5 Capital Regional Center, LLC (“EBIC”), EB5 Impact Advisors, LLC (“EB5IA”), Robert W. Dziubla  
6 (“Dziubla”), Jon Fleming (“Fleming), and Linda Stanwood (“Stanwood”) (collectively, “Lender  
7 Parties”) in this action.

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

11 4. I make this declaration in support of my clients’ Motion for Case Terminating  
12 Sanctions (the “Motion”).

13 5. In October 2021, I was retained by the Lender Parties and made an appearance on  
14 their behalf.

15 6. When I came into the case, the depositions of Jennifer Piazza (“Mrs. Piazza”), Ignatius  
16 Piazza (“Mr. Piazza”), Front Sight Management LLC (“Front Sight), the VNV Dynasty Trust I  
17 (“VNV I”), and the VNV Dynasty Trust II (“VNV II”) (collectively, with Michael Meacher, the  
18 “Borrower Parties”) were scheduled to take place the week of November 15, 2021 (November 15,  
19 2021 through November 19, 2021).

20 7. I also understood that Ken Hogan had repeatedly attempted to work with John  
21 Aldrich, counsel for the Borrower Parties, to schedule and then re-schedule the Borrower Parties’  
22 depositions.

23 8. On November 10, 2021, just five days before the duly noticed depositions of the  
24 Borrower Parties, I received an email from Mr. Aldrich regarding a number of discovery items  
25 (including the Lender Parties’ stipulation to extend discovery). In his email, Mr. Aldrich requested  
26 that the depositions of the Borrower Parties be moved to the week of January 17, 2022. Mr. Aldrich  
27 claimed that Mr. Piazza would not have time to prepare for his depositions commencing on  
28 November 17, 2021 because he was being deposed in another matter on November 18, 2021.

**JONES LOVELOCK**  
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1           9.       I participated in a meet and confer call with Mr. Aldrich and Mr. Hogan on November  
2 12, 2021. During that call, Mr. Aldrich informed us that his clients (the Borrower Parties) were not  
3 inclined to stipulate to extend discovery and that they wanted the Lender Parties to proceed with  
4 expert depositions before the depositions of the Lender Parties themselves. Mr. Hogan and I told  
5 Mr. Aldrich that his clients could not dictate the order of the Lender Parties' depositions and that the  
6 Lender Parties would not agree to change the order of the depositions they had always intended to  
7 take (with the depositions of the Borrower Parties going before experts). Mr. Hogan and I told Mr.  
8 Aldrich that in order to keep the order of depositions, if his clients were not giving available dates  
9 for their depositions until January 2021, the parties would need to stipulate to extend discovery.

10           10.       In addition, during our call, Mr. Aldrich took the position that the deposition of Mrs.  
11 Piazza should not take place at all in light of Mr. Dzibula's testimony. While the Lender Parties  
12 disagreed with the Borrower Parties' position regarding Mrs. Piazza, we agreed to first send  
13 interrogatories to Mrs. Piazza before deposing her so that we could assess whether her deposition  
14 was in fact necessary. Based upon the agreement to not immediately take the deposition of Mrs.  
15 Piazza, the Borrower Parties agreed to extend discovery. In light of the parties agreement, we agreed  
16 we would prepare a stipulation and order to extend discovery as well as vacate, and then re-notice,  
17 the depositions of the Borrower Parties.

18           11.       Following our telephone call, Mr. Aldrich sent a confirming email to myself and Mr.  
19 Hogan which noted our agreement and within which he promised to provide dates for the Borrower  
20 Parties' depositions within the next week.

21           12.       On December 22, 2021, I emailed Mr. Aldrich to confirm that the Lender Parties  
22 would be noticing the depositions of the Borrower Parties on the dates that they previously provided  
23 (i.e., the week of January 17, 2021) with Jennifer Piazza as the sole exception. I informed Mr. Aldrich  
24 that I intended to notice Mrs. Piazza's deposition on February 9, 2021 consistent with our agreement  
25 that the Lender Parties would first propound written interrogatories on Mrs. Piazza before proceeding  
26 with her deposition. I intentionally chose February 9, 2021 to give the Lender Parties time to  
27 propound those interrogatories and to receive Mrs. Piazza's responses thereto before proceeding with  
28 her deposition.

**JONES LOVELOCK**  
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1           13.     Mr. Aldrich responded to my email saying that he assumed he wanted us to coordinate  
2 the proposed dates and stating that he had not been asked to confirm those dates before. I found his  
3 statement to be odd because, with the exception of Mrs. Piazza, the proposed dates for the Borrower  
4 Parties’ depositions were the very dates he provided in his November 10, 2021 email.

5           14.     Nonetheless, I responded to Mr. Aldrich to inform him that I would be serving  
6 deposition notices pursuant to the schedule I provided and that we would work with him to move  
7 around dates, if needed.

8           15.     Pursuant to my December 23, 2021 email, on December 27, 2021, on behalf of the  
9 Lender Parties, I served amended deposition notices for the depositions of Jennifer Piazza (the Sixth  
10 Amended Deposition Notice, scheduling Mrs. Piazza’s deposition on February 9, 2022), Ignatius  
11 Piazza (the Sixth Amended Deposition Notice, scheduling Mr. Piazza’s deposition on January 17,  
12 2022), Front Sight (the Fifth Amended Deposition Notice, scheduling Front Sight’s 30(b)(6)  
13 deposition on January 19, 2022), VNV I (the First Amended Deposition Notice, scheduling the VNV  
14 I’s 30(b)(6) deposition on January 20, 2022), and the VNV Dynasty Trust II (“VNV II”) (the First  
15 Amended Deposition Notice, scheduling the VNV II’s 30(b)(6) deposition on January 20, 2022).

16           16.     On January 3, 2022, I participated in a telephone conference with Mr. Aldrich and  
17 Sue Cavaco, another attorney from my office, regarding discovery issues. During that telephone call,  
18 Mr. Aldrich informed me—for the first time—that the Borrower Parties would not make themselves  
19 available for depositions as scheduled in January 2022. Mr. Aldrich told me that Mr. Piazza had  
20 informed him the week prior that he and Mrs. Piazza were now unavailable on the dates of their  
21 deposition. I repeatedly told Mr. Aldrich that the Borrower Parties were parties (in fact, Front Sight  
22 is the *plaintiff* in this case) and that they could simply not appear for their depositions. Mr. Aldrich  
23 tried to tell me that the Piazzas had just filled up the dates, but I explained to him that the depositions  
24 were duly noticed, and they did not have the option of just not appearing. I told Mr. Aldrich that he  
25 had to give me dates for the depositions of the Borrower Parties, and, in response, he told me that his  
26 clients would not be available to be deposed before the then-current close of discovery (of February  
27 11, 2022). At that point, I asked Mr. Aldrich if his clients had any additional objections to the  
28 deposition notices other than the dates noticed for their depositions. Mr. Aldrich told me he could

**JONES LOVELOCK**  
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1 not state if the Borrower Parties had additional objections to the amended deposition notices. At the  
2 conclusion of our call, we scheduled a follow-up telephone call for January 6, 2022.

3 17. Following our telephone call, I sent Mr. Aldrich a confirming email to which he  
4 responded confirming, again, that his clients would not make themselves available until after  
5 February 11, 2012.

6 18. On January 7, 2022, I participated in a follow-up meet and confer call with Mr.  
7 Aldrich and Ms. Cavaco. During that telephone call, I again asked Mr. Aldrich if he had available  
8 dates for his clients before the close of discovery or if they intended to appear for their duly noticed  
9 depositions. Again, Mr. Aldrich told me that the Borrower Parties would not appear for their  
10 depositions the week of January 17, 2022. In addition, Mr. Aldrich told me that he did not have any  
11 suggested alternative dates for the Borrower Parties' depositions and that they would not be available  
12 until after February 11, 2022. I told Mr. Aldrich that because discovery deadline and other deadlines  
13 were quickly closing, it was crucial to depose the parties in this matter and therefore, he needed to  
14 provide us with alternative dates later that same day (i.e., January 7, 2022) or file a protective order.  
15 I told him that the Lender Parties would stipulate that if the Borrower Parties filed a motion for  
16 protective order that it should be heard on shortened time, on January 12, 2022, with the other  
17 motions on calendar that date. I told Mr. Aldrich that if his clients provided alternative dates, we  
18 would need to have a call on that-coming Monday, January 10, 2022 to discuss whether those dates  
19 would work for the Lender Parties.

20 19. On January 10, 2022, I sent Mr. Aldrich a confirming email and asked him to let me  
21 know if he believed my email was inaccurate in any way. Mr. Aldrich did not provide alternative  
22 dates for his client as requested.

23 20. On Wednesday, January 12, 2022, I attempted to contact Mr. Aldrich by telephone to  
24 discuss the Borrower Parties' depositions. Mr. Aldrich did not answer my phone call nor did he  
25 return the message I left on his voicemail.

26 21. Because Mr. Aldrich did not return my telephone call, I then emailed him to reiterate  
27 that we had asked for alternative dates for the depositions of the Borrower Parties and that we  
28

**JONES LOVELOCK**  
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1 intended to go forward on January 17, 2022 pursuant to the deposition notices unless new dates were  
2 provided. Mr. Aldrich did not respond to my email that day.

3 22. On January 13, 2013, I received an email from Mr. Aldrich reiterating that the  
4 Borrower Parties would not be appearing for their depositions the following week. Mr. Aldrich told  
5 me in that email that the Borrower Parties were working on opening up dates in early February but  
6 that he could not provide those dates yet.

7 23. I responded to Mr. Aldrich's email to inform him that Andrea Champion from my  
8 office had just emailed him regarding the depositions about a potential extension of the discovery  
9 deadline and I asked him to confirm that his client would be agreeable to the same so that the Lender  
10 Parties could set the Borrower Parties' depositions again (according to their availability).

11 24. It is my opinion, having tried repeatedly to work with Mr. Aldrich, counsel for the  
12 Borrower Parties, to schedule deposition of the Borrower Parties for multiple months that the  
13 Borrower Parties never intended to appear for their depositions. When I spoke to Mr. Aldrich, as  
14 documented herein, he would simply tell me that his clients were not appearing and I repeatedly  
15 reminded him that his clients, as parties (and particularly, Front Sight as the plaintiff) did not have  
16 that option.

17 25. It seemed obvious to me that Borrower Parties had never intended to appear for any  
18 depositions and were instead delaying sitting for a deposition so they could attempt to obtain  
19 terminating sanctions against my clients.

20 26. Despite my belief that the Borrower Parties had no intent to appear for their  
21 depositions, I worked with the Borrower Parties counsel, Mr. Aldrich, in good faith to repeatedly  
22 move the depositions to dates that he represented the Borrower Parties would be available.

23 27. The Borrower Parties' failure to appear for their duly noticed depositions substantially  
24 prejudices my clients, the Lender Parties. Without deposing the Borrower Parties, my clients cannot  
25 challenge or test the testimony of the Borrower Parties, defend themselves against the Borrower  
26 Parties' claims, or adequately prepare their case in support of their Counterclaims.

27 28. In addition, the Borrower Parties' games to avoid their depositions have come at great  
28 expense to my clients. I have personally incurred a substantial amount of time noticing, re-noticing,

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

1 meet and conferring, and corresponding about these depositions. All of that time is detailed in my  
2 invoices and was reasonably incurred based on the Borrower Parties' conduct.

3 29. Attached hereto as 51 is a true and correct copy of my December 22, 2021 through  
4 December 23, 2021 email with Mr. Aldrich.

5 30. Attached hereto as 52 is a true and correct copy of the Sixth Amended Notice of  
6 Deposition of Jennifer Piazza, served on December 27, 2021.

7 31. Attached hereto as 53 is a true and correct copy of the Sixth Amended Notice of  
8 Deposition of Ignatius Piazza, served on December 27, 2021.

9 32. Attached hereto as 54 is a true and correct copy of the Fifth Amended Notice of  
10 Deposition of Front Sight Management LLC, served on December 27, 2021.

11 33. Attached hereto as 55 is a true and correct copy of the First Amended Notice of  
12 Deposition of the Trustee(s) of the VNV Dynasty Trust I, served on December 27, 2021.

13 34. Attached hereto as 56 is a true and correct copy of the First Amended Notice of  
14 Deposition of the Trustee(s) of the VNV Dynasty Trust II, served on December 27, 2021.

15 35. Attached hereto as 57 is a true and correct copy of my January 3, 2021 email  
16 correspondence with Mr. Aldrich.

17 36. Attached hereto as 58 is a true and correct copy of my January 10, 2022 through  
18 January 13, 2022 emails with Mr. Aldrich.

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

20 DATED this 12<sup>th</sup> day of May, 2022.

21 /s/ Nicole E. Lovelock  
22 NICOLE E. LOVELOCK, ESQ.

23  
24  
25  
26  
27  
28

EXHIBIT “6”

EXHIBIT “6”



**From:** [ken\\_h2legal.com](mailto:ken_h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** Unresolved inquiries  
**Date:** Wednesday, February 24, 2021 11:38:47 AM

---

John,

Thanks for your patience as I get my feet on the ground regarding this case and what has transpired before my appearance, and deal with my wife's health issues. Sorry for what will likely be a long email, but I owe you answers to several of your recent inquiries, which will be consolidated in this correspondence. I thought it through, and I hope you receive this email as constructive problem-solving.

"Eyes Only" designations on discovery production:

Upon researching this issue, when the parties initially fought over the FPA/marketing docs, my folks took the position they should not be produced at all. Your clients in turn pushed Judge Williams to have them produced, and argued that the higher (OCEO) designation would afford sufficient protections. Bailey Kennedy took the position that EB5 did not believe the higher designation would actually protect the docs. Said plainly, the OCEO designation was highlighted and argued on both sides as a sufficient/insufficient basis on which to produce the documents. As you know, Judge Williams ultimately ordered that a sub-set of the marketing/FPA docs be produced, but I think the problem arises in the fact that despite the arguments he had received the Court did not specifically order in writing how to handle the designation. It seems assumed, from looking through the related hearing information, that the OCEO was to be used. Accordingly, the documents were designated as OCEO in light of your invitation and representations to the Court that OCEO would be a sufficient protection to warrant disclosure. The question now is whether this is really worth fighting over. I propose that as a compromise we agree that while your clients can SEE the disclosures at issue, they may not TAKE POSSESSION of them. In other words, they can view the documents at your offices but may not take notes, make copies, obtain the documents electronically or otherwise. It's about controlling distribution. I think that's a reasonable compromise if you're interested in resolving the issue, and I think when I explain all this to the Court that Judge Williams would be interested in resolving this issue through such a compromise ruling. Can we just cut out the middle man and do something that makes sense?

While we're on the topic of confidentiality, in November you had produced documents from NES (concerning investors) without redaction and sometimes without confidentiality designations. I see that Andi sent you a letter on 11/10 requesting that you redact the investor/FPA information and/or designate the documents. It's my understanding that you, in a phone confr w Andi right before Thanksgiving, agreed that you would not provide the unredacted NES documents to your clients and would redact all investor information from the documents ( but keeping it designated as only "Confidential") which seemed a reasonable compromise. Once that was agreed, she asked that you provide the redacted documents for clarity of the record, and sent a confirming email – upon which you provided the proposed redactions on December 3, 2020. To the extent this is part of what is unresolved, I propose that we just agree to handle those redacted documents in the same way... you client can see them, but cannot possess them. In your mind, just to confirm, is that side of this confidentiality issue resolved?

-

Motion to Seal Exhibits to the Fee Motion:

Section 4.1.1 of the Protective Order provides that information designated as “Confidential” or “Outside Counsel Eyes Only” – as are the exhibits at issue -- will be filed under seal when filed with the Court. That’s all that going on here, so I’m unsure what the fight is over on this issue (or for that matter, why your clients would care that the billings are sealed in the first place). Is this really a problem for anyone or are we all just “reflex fighting” over senseless issues at this point? To me this seems like a non-issue. Surely there’s an option to avoid all the filings and the hearing on this issue.

The March 24 Hearing:

If we can agree on the above, we can get the March 24 hearing down to just the Fee Motion itself. That said, I’m unsure what you intend to oppose within that Motion but perhaps we can also talk through that and avoid all the filings and the hearing on that issue as well. As with the above, let me know your thoughts.

Competing Orders:

As I understand it, your position is that our version “gives the impression that [Front Sight] did not comply with the November 10, 2020 Order” but as I understand it, you didn’t comply -- and that’s what is now this contested order issued in the first place. Further, I’m informed that the specific language you take issue with is a direct quote from Judge Williams at the hearing. That said and that aside for now, this has become largely an historical issue and of little substance in the greater scheme of things (given your January 8 supplement, to the extent that supplement complies with the court’s intent). Addressing the problem, the language I think you take issue with is a redline Andi had inserted, reading as follows:

IT IS FURTHER ORDERED that the Morales Parties shall have until January 8, 2021 to provide meaningful responses to Request for Production of Documents Nos. 30 and 31 to the Subpoena and to comply with the Court’s November 10, 2020 Order Granting in Part Motion for Order to Show Cause Why Morales Construction, Inc., All American Concrete and Masonry, Inc., and Top Rank Builders, Inc. Should Not be Held in Contempt Pursuant to NRS 45 and NRS 220.010.

How about we just split the difference, take the edge off on both sides, and set that paragraph to read as follows:

IT IS FURTHER ORDERED that, in furtherance of the Court’s November 10, 2020 Order Granting in Part Motion for Order to Show Cause Why Morales Construction, Inc., All American Concrete and Masonry, Inc., and Top Rank Builders, Inc. Should Not be Held in Contempt Pursuant to NRS 45 and NRS 220.010, the Morales Parties shall have until January 8, 2021 to provide meaningful responses to Request for Production of Documents Nos. 30 and 31 to the Subpoena.

Seems like a simple fix that states the Court’s intent without poking anyone in the eye.

Depositions:

We need to get a schedule together in the near term. I would suggest that by this coming Monday we propose via email to one another some dates for specific depositions and then have a phone conference to confirm what is workable on both sides. For my part, we need to finish up Morales, and then I’ll have four to five additional depositions I’d like to take in March.

As always, I appreciate you keeping the lines of communication open and being open to resolving some of these issues through reasonable discussion.

Ken

*Kenneth E. Hogan, Esq.*  
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# EXHIBIT “7”

# EXHIBIT “7”

**From:** [ken\\_h2legal.com](mailto:ken_h2legal.com)  
**To:** ["John Aldrich"; "Cathy Hernandez"; "Jamie Hendrickson"](#)  
**Cc:** [traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)  
**Subject:** Preparation for Expert disclosures  
**Date:** Friday, March 19, 2021 2:24:21 PM

---

John,

I need a supplement to the banking and finance records previously disclosed --- I think what was provided ran only to 2019. Can you put that together in the next couple of weeks?

Also, we need to get our first set of depositions lined up. Do you want to just provide one another with available dates for the coming 4 weeks and see what we can piece together?

Ken

**From:** [John Aldrich](#)  
**To:** [ken.h2legal.com](mailto:ken.h2legal.com)  
**Cc:** [Traci Bixenmann](#); [Jamie Hendrickson](#)  
**Subject:** Depositions  
**Date:** Friday, March 26, 2021 3:49:06 PM

---

Hi Ken,

We have had some back and forth about setting depositions in this case. I previously gave you a list of those I wish to depose. Among those were Mr. Fleming and Mr. Dziubla. You may recall when we first started speaking about this case that I mentioned I would like to depose both of them for two days, which is longer than what is normally allowed under the rules. Once those two days of testimony are completed, we will see where we are and whether I will need to ask for more time.

Additionally, it was my understanding that Bailey Kennedy intended to take the position that I was not going to be able to take the deposition of Mr. Dziubla because I already had him on the witness stand for nearly two days back in June 2019.

Will you please let me know your position with regard to these two items? That will certainly help us with planning.

Further, will you please let me know whom you want to depose. I assume Mr. Meacher and Dr. Piazza. You also mentioned wanting to take more deposition testimony from Mr. Morales. Can you let me know how else you intend to depose?

Once we have a clear list of people to be deposed, perhaps we could take some time and have a telephone conference to discuss the scheduling. I can be available on Monday or Tuesday of next week. I am set to be out of the office from next Wednesday through Monday, April 5, 2021. Let me know if you have some time on Monday or Tuesday to talk, or if it just so happens that you have a few minutes one of those days and want to call me on my cell phone, even if we haven't set a time, feel free to do so.

I look forward to hearing from you. Have a good weekend.

John P. Aldrich, Esq.  
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# EXHIBIT “8”

# EXHIBIT “8”



**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Depositions  
**Date:** Wednesday, April 7, 2021 2:30:19 PM

---

John,

Welcome back. Let's target 1:30 tomorrow. Call me on cell at 702-688-0338. I'm on the road, but should have decent reception.

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Wednesday, April 7, 2021 2:14 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Depositions

Hi Ken,

Do you have time later today, maybe 4:00 p.m., or tomorrow early afternoon, perhaps 1:30 p.m., to discuss the discovery issues, etc., in this case? If neither of those times work, will you please let me know what time will work and I will try to make that work? Thanks.

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Tel (702) 853-5490  
Fax (702) 227-1975  
Visit us online at <http://www.johnaldrichlawfirm.com>

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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Tuesday, March 30, 2021 1:13 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Cc:** Traci Bixenmann <traci@johnaldrichlawfirm.com>; Jamie Hendrickson <jamie@johnaldrichlawfirm.com>  
**Subject:** RE: Depositions

John,

My understanding is that you took testimony from Bob for three days already, so while I think another two days is too much, I will not take up Andrea's position that you are not entitled to any "follow-up" with Bob. Let's do one day.

On the depositions, yes we need to finish up Morales, then I'll take J. Piazza, Meacher, and Piazza. That's it in the near term.

I can call you this afternoon, so long as we're off the line by 3pm. Let me know if you have a time preference.

Just to facilitate the conversation as to availability, I'm open right now for all day as follows:

April 9, 13, 14, 15, 16, 19, 20, 21

How does that match up with you?

Ken

---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>

**Sent:** Friday, March 26, 2021 3:49 PM

**To:** Ken Hogan <ken@h2legal.com>

**Cc:** Traci Bixenmann <traci@johnaldrichlawfirm.com>; Jamie Hendrickson <jamie@johnaldrichlawfirm.com>

**Subject:** Depositions

Hi Ken,

We have had some back and forth about setting depositions in this case. I previously gave you a list of those I wish to depose. Among those were Mr. Fleming and Mr. Dziubla. You may recall when we first started speaking about this case that I mentioned I would like to depose both of them for two days, which is longer than what is normally allowed under the rules. Once those two days of testimony are completed, we will see where we are and whether I will need to ask for more time.

Additionally, it was my understanding that Bailey Kennedy intended to take the position that I was not going to be able to take the deposition of Mr. Dziubla because I already had him on the witness stand for nearly two days back in June 2019.

Will you please let me know your position with regard to these two items? That will certainly help us with planning.

Further, will you please let me know whom you want to depose. I assume Mr. Meacher and Dr. Piazza. You also mentioned wanting to take more deposition testimony from Mr. Morales. Can you let me know how else you intend to depose?

Once we have a clear list of people to be deposed, perhaps we could take some time and have a telephone conference to discuss the scheduling. I can be available on Monday or Tuesday of next

week. I am set to be out of the office from next Wednesday through Monday, April 5, 2021. Let me know if you have some time on Monday or Tuesday to talk, or if it just so happens that you have a few minutes one of those days and want to call me on my cell phone, even if we haven't set a time, feel free to do so.

I look forward to hearing from you. Have a good weekend.

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# EXHIBIT “9”

# EXHIBIT “9”

**From:** [John Aldrich](#)  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** [Traci Bixenmann](#); [Jamie Hendrickson](#)  
**Subject:** RE: Following up our call last week  
**Date:** Tuesday, April 13, 2021 3:02:02 PM

---

Ken,

First issue: moving the expert deadline. Do you want to prepare a stipulation or should we?

Second issue: the depositions. I think the best way to proceed is to set the 30(b)(6) depositions of the defendant entities. Then, the individual defendants can take a look at that testimony and advise if there are portions they wish NOT to adopt individually. I would then be able to depose them on issues covered by the topics/issues NOT being adopted and then other items. Under those circumstances, depending on how much testimony is NOT adopted, I might be able to finish a deposition of Mr. Dziubla or Mr. Fleming in a day. Of course, I am not waiving the right to ask for more than a day for any given witness.

I will prepare the topics and put together a notice. As I am sure you can imagine, the number of topics will be many. I am inclined to pick some dates, such as May 10 (EB5IA) and 11 (EB5IC), and May 19 and 20 (for LVDF), and just set the dates in the notices. Then if those dates don't work, we can see what we can work out. But that would give your clients plenty of notice.

I should have the notices to you by close of business Thursday.

Let me know if you want to discuss. Thanks.

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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Tuesday, April 13, 2021 10:27 AM

**To:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Cc:** Traci Bixenmann <traci@johnaldrichlawfirm.com>; Jamie Hendrickson <jamie@johnaldrichlawfirm.com>  
**Subject:** RE: Following up our call last week

Makes sense to me, John and thanks for doing the math. 30-days seems right, and as you mentioned we can supplement as necessary.

I did have a chance to discuss the options with Bob, and we'd like to see the 30b6 notices/topical areas so we can determine who is going to testify on what issues, and then I think we can work out how many hours per deponent.

---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Sent:** Tuesday, April 13, 2021 10:23 AM  
**To:** ken@h2legal.com  
**Cc:** Traci Bixenmann <traci@johnaldrichlawfirm.com>; Jamie Hendrickson <jamie@johnaldrichlawfirm.com>  
**Subject:** Following up our call last week

Hello Ken,

I am following up on our phone conversation last week. During that conversation, we talked about upcoming depositions, as well as possibly moving the expert witness deadline back a few weeks.

With regard to depositions, we discussed the relationship between depositions of individuals versus depositions of an entity's NRC 30(b)(6) representative. We also talked about whether it made sense to take individual depositions first, 30(b)(6) representatives first, and how to handle any overlap in testimony. We agreed to think about these issues and then circle back and discuss again. Please let me know how your conversation with your client went after our conversation last week regarding upcoming depositions and your thoughts on the best way to proceed.

I have several days over the next two months that I will not be available. I have multiple big family events, including a son graduating from high school, an anniversary, and a long-planned family getaway (that was canceled last year and will be our last time together as a family for at least two years). I suspect coordinating the many schedules will be its own difficulty.

Regarding the expert witness deadlines, I took a look at the current deadlines and wanted to provide some follow-up comments. Currently, the deadlines are as follows:

Expert disclosures due 4/27/21  
Rebuttal expert disclosures due 5/27/21  
Discovery cut off 7/27/21  
L/D to file Motions for Summary Judgment 8/27/21  
L/D to file Motions in Limine 9/10/21  
Trial 10/25/21

As I see it, if we intend to hold the current trial date, we probably only have room to move the expert and rebuttal deadlines back approximately 4 weeks/30 days. That would make it tight for us between rebuttal experts and discovery cut-off, but if we are working to set depositions as those deadlines approach, we should be able to have the expert witness depositions taken successfully within that 30-day period. If we did that, the expert disclosures would be due May 27 and rebuttals would be due June 28 (June 27 is a Sunday).

I raised this issue with my client and he does not object to pushing the expert deadline back approximately 30 days. Given where we are with depositions, I think it makes sense. Additionally, I was just informed by one of my experts that additional time is needed due to a personal family issue. Please consult with your client and let me know your position in that regard.

Let me know when we can talk. I am fairly open over the next couple of days. Talk to you soon.

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# EXHIBIT “10”

# EXHIBIT “10”



**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Documents for e-filing  
**Date:** Monday, April 19, 2021 3:07:00 PM

---

Forgot to ask...is the stipulation to extend the expert deadline good to go?

---

**From:** ken@h2legal.com <ken@h2legal.com>  
**Sent:** Monday, April 19, 2021 2:51 PM  
**To:** 'John Aldrich' <jaldrich@johnaldrichlawfirm.com>  
**Cc:** 'Traci Bixenmann' <traci@johnaldrichlawfirm.com>; 'Jamie Hendrickson' <jamie@johnaldrichlawfirm.com>  
**Subject:** RE: Documents for e-filing

Understood on the Orders...let's just submit competing orders.  
I don't really understand the lack of a few days on reviewing thousands of documents, but so be it. I did not include Fleming in the three days, and understand that you'd want to take his testimony separately. I have no problem with you just combining the topics for the PMK depositions.

---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Sent:** Monday, April 19, 2021 2:31 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <traci@johnaldrichlawfirm.com>; Jamie Hendrickson <jamie@johnaldrichlawfirm.com>  
**Subject:** RE: Documents for e-filing

Ken,

Thank you for your email. My comments are in **bold and red** in your email below.

John P. Aldrich, Esq.  
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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Friday, April 16, 2021 9:28 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Documents for e-filing

John,  
Thanks.

I'm attaching here my proposed edits to the De-Designation order. In the interest of avoiding additional court appearances, I'll accept your edits on the Stip and the Order re Motion for Reconsideration if you'll accept mine on the De-designation order.

**Unfortunately, I cannot accept your proposed edits to the Order re Motion to De-Designate. I believe what is included in there is entirely appropriate based on the Court's ruling and instruction to us. Furthermore, I cannot agree to a *quid pro quo* related to the two orders. I prefer to address each order individually, rather than negotiating the content of one order *vis a vis* the content of another order. I am confident that your client, Mr. Dziubla, has asked you to try and negotiate such a *quid pro quo*. Nevertheless, I cannot agree to the changes to the Order granting the Motion to De-Designate. I am happy to discuss the changes with you, but if you prefer for us to just submit competing orders, please let me know.**

**The same goes for the Order Denying the Motion for Reconsideration. If you want to discuss my suggested changes, I am happy to do so, but if you prefer to just submit a competing order, please let me know and we will do so.**

Beyond that, I want to follow up on a couple things:

1. I need another week to complete the review of the OCEO/redactions. Good by you?

**You have asked for another week to complete the review of the OCEO/redactions. I generally try to grant courtesy extensions when possible; that has certainly been my policy during this litigation, especially since you became involved. You have put me in a difficult position. The deadline that the Court gave you was this past Wednesday, April 14, 2021. Your request came in 2 days later, on April 16, 2021. I am sure you can understand my reluctance to grant additional time when (1) the Court asked you how much time you needed and gave you at least as much time as you requested, (2) the Court then ordered that task to be done by then, (3) my clients never should have had to bring the motion in the first place, and (4) and it is our position that you are only looking for privileged documents not whether documents were properly OCEO. (Candidly, even if there are privileged documents, if they were not included on a privilege log before now, we will assert that the privilege has been waived.) The Court has removed the OCEO designation entirely. I simply cannot invite additional litigation on this issue. Given that the deadline has passed, and with no stated reason as to why you may need additional time, I must**

reluctantly decline the request.

2. The deposition situation remains unsettled. I did get the answer to your question, that in all probability it will be Dziubla that is the PMK for almost every issue, and with that we need to agree to what sum of depositions are appropriate given the extensive “deposition-like” questioning of Dziubla in the prior evidentiary hearing. I propose three full days for all the PMK and personal follow-ups. Let me know your thoughts.

Regarding depositions of your clients, thank you for letting me know that Mr. Dziubla will be the NRCPC 30(b)(6) representative for the Defendant entities. I have a couple of questions about your proposal, however. You propose 3 full days for “all the PMK and personal follow-ups.” These are not follow-ups, these are initial depositions. Are you suggesting that I am to take the deposition of the NRCPC 30(b)(6) representative of EB5IA, EB5IC, LVDF, respectively, as well as Dziubla and Fleming (a total of 5 depositions) all in just 3 days? And how do you propose we handle that under NRCPC 30(b)(6)? As you know, NRCPC 30(b)(6) representatives bind the entities. Is Mr. Dziubla going to testify on behalf of all 3 entities at the same time? Should I just submit one set of topics for all three NRCPC 30(b)(6) representatives? And then is Dziubla intending to simply adopt that testimony as his personal testimony? Regardless of those responses, Mr. Fleming is going to need to testify separately, and I again believe I will need at least 2 days to complete that. Finally, I know you were not involved in the case at the time, but please remember that when I had Mr. Dziubla on the stand back in June and July of 2019, Defendants had produced only a few hundred documents, many of which we already had. Your predecessor attorneys have been very proud of the number of documents that have been produced by your side since then. I am sure you can understand why I need a lot of time to discuss those documents.

3. I’m going to calendar depositions in the following order:

- a. Finish up Morales (5/3-5/6);
- b. J. Piazza (5/7-5/12);
- c. I. Piazza (5/13-5/18);
- d. PMK of Front Sight (5/18-5/21);
- e. Cookston (6/3-6/8);
- f. Meacher (6/8-6/11);
- g. Winters (6/14-6/17);
- h. Holmes (6/19-6/22).

Can you provide me with dates of availability within the parentheses for each?

Thank you for identifying the witnesses you would like to depose. I will check with my clients and let you know. I assume you also have additional availability in the times that you have included for the depositions of the witnesses I have identified as well (including the PMKs of the 3 Defendant entities). Is that correct? Additionally, I have several obligations outside of the office over the next couple of months that will affect my availability as well. That includes the State Bar meeting that occurs June 17-19, and a week-long vacation with my family prior to my son leaving for 2 years, which is scheduled for June as well. Also, as I mentioned in my email this past Tuesday, I will go ahead and set the PMK depositions as I indicated as follows: May 10 (EB5IA) and 11 (EB5IC), and May 19 and 20 (for LVDF).

4. On the settlement discussion, the notion on my side is that FSM invest the \$2M into the project, not pay it back to my folks which I had the impression you were thinking. That's not a penalty, my understanding is that it's the rough difference between the sum of lending and the sum of expenditure on the Project. Just wanted to make sure we were speaking the same language -- the point is to get the Project going again. Again, I think that getting the Project moving again benefits both sides here.

Regarding settlement discussions, I am not sure where your side comes up with the assertion that FS invested only \$2M into the project. On January 23, 2020, the Court found that “[b]ased on the uncontroverted evidence, the Court finds Front Sight’s expenses on the Project far exceed the amount of the loan from Defendant LVDF,” so we respectfully disagree that the “rough difference between the sum of lending and the sum of expenditure on the Project” is in the negative. To the contrary, the evidence shows and the Court has found that Front Sight has spent significantly more than what was loaned. While I am happy to discuss possibilities of settlement, I am skeptical that it will result in a settlement where these parties work together to move forward with the Project. Part of my inquiry was whether there was a scenario where Mr. Dziubla sells the Regional Center, LVDF, etc., because FS has no interest in moving forward with Mr. Dziubla because FS does not trust Mr. Dziubla to act in good faith moving forward, nor does he have the experience to raise the money as promised. We can discuss this further when we talk.

5. Beyond those issues, I can't think of anything else that needs to be addressed right now, but if I missed something let me know.

On Friday afternoon you sent me a lengthy letter asking for an EDCR 2.34 conference. We will be addressing your letter in writing, and then I would be happy to set up time for us to discuss these issues and those in your discovery dispute letter.

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Thursday, April 15, 2021 3:25 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Documents for e-filing

Ken,

Attached are my proposed revisions to the two orders.

Regarding the Stipulation, there are two deadlines on April 27 – the expert witness deadline and the last day to amend pleadings and add parties. The latter is included on the same day as experts for a reason: so that parties know what their experts have to say and can add claims and/or parties as appropriate. I have changed the

stipulation to reflect that the amendment deadline is also being extended.

As for the proposed order denying the Motion for Reconsideration, my proposed changes are in redline. Please let me know if you will agree or if we should submit a competing order.

John P. Aldrich, Esq.  
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**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Thursday, April 15, 2021 11:04 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Subject:** Documents for e-filing

John,  
Attached are the proposed order on the Motion for Reconsideration and the SAO for extending the expert timelines as discussed.  
Let me know if you approve for e-signature and filing.  
Ken

*Kenneth E. Hogan, Esq.*  
HOGAN HULET, PLLC  
1140 N Town Center Drive, Ste 300  
Las Vegas, NV 89144  
Tel: 702-800-5482 x 103  
[www.h2legal.com](http://www.h2legal.com)

# EXHIBIT “11”

# EXHIBIT “11”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Depositions  
**Date:** Friday, April 30, 2021 3:12:00 PM

---

Thanks, John.  
I'll rework the depo schedule per your May and June events.  
We object to the two days noticed for LVDF.  
Ken

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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Friday, April 30, 2021 2:57 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Depositions

Hi Ken,

This will confirm our conversation today, at least the part about depositions.

First, I do not know if I will be done with the deposition of the NRCP 30(b)(6) representative of EB5IA by 1:30 p.m. on May 11. If I were guessing, I would say probably not, but I suppose it's possible.

Second, as we discussed today (and I have stated previously), I believe it will take more than two days to cover all the topics for the NRCP 30(b)(6) representative of LVDF. So to be clear, I am seeking to depose that witness for well over the seven-hour limit. I believe it is justified, and given the number of topics and documents, I believe Judge Williams will let me do so. Please let me know if you object.

Finally, I have several things going on over the next few weeks and I will be out of the office on the following days:

May 12-14  
May 24  
May 27-31  
June 11  
June 14-19

Thanks for taking the time to discuss these items with me today. Have a good weekend.

John P. Aldrich, Esq.  
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Fax (702) 227-1975  
Visit us online at <http://www.johnaldrichlawfirm.com>

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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Friday, April 30, 2021 12:48 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Subject:** Depositions

John,

I received your deposition notices. Two issues:

- On the 11<sup>th</sup>, I have a hearing set for 1:30 pm. Do you anticipate being done by then on that deposition?
- On the two-day LVDF depo, as I've explained I think one day is plenty given the prior testimony obtained, and in any even there is no stipulation or leave of court to exceed the allotted 7 hours. Can you please clarify whether the second day (20<sup>th</sup>) is just to complete the 7 hours?

I should be sending my notices today.

Ken



# EXHIBIT “12”

# EXHIBIT “12”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
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Las Vegas, Nevada 89144  
Telephone: 702-800-5482  
Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**NOTICE OF DEPOSITION OF  
IGNATIUS PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: IGNATIUS PIAZZA  
c/o: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **8<sup>th</sup> day of June, 2021**, at **9:00 o'clock a.m.**, at All  
American Court Reporters, 1160 N. Town Center Drive, Suite 390, Las Vegas, NV 89144 (Phone:

1 702.240.4393), Plaintiffs will take the video and stenographic deposition of Ignatius Piazza upon oral  
2 examination pursuant to Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary  
3 Public and by video recording, or before some other officer authorized by law to administer oaths.  
4 Ignatius Piazza's examination will continue from day to day until completed. You are invited to attend  
5 and cross-examine.

6 Dated this 11<sup>th</sup> day of May 2021.

7 HOGAN HULET PLLC

8 ss:// Kenneth E Hogan \_\_\_\_\_  
9 KENNETH E. HOGAN  
10 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on May 11, 2021, a copy of the NOTICE OF DEPOSITION was served on the following counsel of record and/or parties via the Court's efile system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

ss:// *Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.

EXHIBIT “13”

EXHIBIT “13”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
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ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**NOTICE OF DEPOSITION OF  
JENNIFER PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: JENNIFER PIAZZA  
c/o: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **4<sup>th</sup> day of June, 2021**, at **9:00 o'clock a.m.**, at All  
American Court Reporters, 1160 N Town Center Dr #390, Las Vegas, NV 89144, Plaintiffs will take

1 the stenographic deposition of Jennifer Piazza upon oral examination pursuant to Rules 26 and 30 of  
2 the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer authorized  
3 by law to administer oaths. Ms. Piazza's examination will continue from day to day until completed.  
4 You are invited to attend and cross-examine.

5 Dated this 11<sup>h</sup> day of May, 2021.

6 HOGAN HULET PLLC

7 ss:// Kenneth E Hogan \_\_\_\_\_  
8 KENNETH E. HOGAN  
9 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on May 11, 2021, a copy of the NOTICE OF DEPOSITION was served on the following counsel of record and/or parties via the Court's e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

ss:// *Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.



# EXHIBIT “14”

# EXHIBIT “14”

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KENNETH E. HOGAN  
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ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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.

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

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

**NOTICE OF DEPOSITION OF FRONT  
SIGHT MANAGEMENT, LLC**

TO: FRONT SIGHT MANAGEMENT, LLC

c/o: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **10<sup>th</sup> day of June, 2021**, at **9:00 o'clock a.m.**, at All  
American Court Reporters, 1160 N Town Center Dr #390, Las Vegas, NV 89144, Defendants will take

1 the deposition of the NRCP 30(b)(6) representative(s) of Plaintiff/Counterdefendant Front Sight  
2 Management, LLC (“Front Sight”) concerning the subject matters enumerated below, upon oral  
3 examination pursuant to Rules 26 and 30, and specifically Rule 30(b)(6) of the Nevada Rules of Civil  
4 Procedure, before a Notary Public or before some other officer authorized by law to administer oaths.  
5 The deposition shall be recorded by either sound, sound-and-visual, and/or stenographic means.

6 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

- 7 1. Declarations entered into the record of this action on behalf of Front Sight.
- 8 2. Pleadings (claims, counterclaims, answers, and defenses) including but not  
9 limited to:
- 10 a. Facts/documents pertaining to the fraud claim against Michael Meacher/Rene  
11 Morales/the Morales Entities/Front Sight/Ignatius Piazza.
- 12 b. Facts/documents pertaining to the alleged transfers from Front Sight to Ignatius  
13 Piazza and Jennifer Piazza.
- 14 c. Facts/documents pertaining to the alleged transfers from Front Sight to the  
15 VNV Trusts.
- 16 d. Facts/documents pertaining to the alleged civil conspiracy between Front Sight,  
17 Rene Morales, the Morales Entities, Michael Meacher, Ignatius Piazza, Jennifer  
18 Piazza, and the VNV Trusts to defraud LVDF.
- 19 e. Facts/documents pertaining to any meetings between any Counterdefendant in  
20 furtherance of the alleged civil conspiracy to defraud LVDF.
- 21 f. Facts/documents pertaining to LVDF’s waste claim and how the actions of  
22 Counterdefendants devalued the property or LVDF’s investment therein.
- 23 g. Facts/documents pertaining to LVDF’s intentional interference with contractual  
24 relations claim against Dr. Ignatius Piazza, Jennifer Piazza, and the VNV  
25 Trusts.
- 26 h. Facts/documents pertaining to LVDF’s conversion claim against Dr. Ignatius  
27 Piazza/Jennifer Piazza and the VNV Trusts.
- 28 i. Facts/documents pertaining to LVDF’s judicial foreclosure claims against Front

- 1 Sight.
- 2 j. Facts/documents pertaining to Front Sight Management, LLC's solvency.
- 3 3. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested  
4 multiple times an accounting of how its payments to Defendants had been spent.
- 5 4. Front Sight Management, LLC's responses to discovery
- 6 5. Membership of Front Sight Management, LLC.
- 7 6. Front Sight Management, LLC Member distributions.
- 8 7. Front Sight Management, LLC Management.
- 9 8. Front Sight Management, LLC Management compensation.
- 10 9. Front Sight Management, LLC compensation of any and/or every kind to Ignatius  
11 Piazza and/or Jennifer Piazza.
- 12 10. Front Sight Management, LLC compensation of any and/or every kind to Michael  
13 Meacher.
- 14 11. Front Sight Management LLC's purchase and ownership of luxury and antique  
15 automobiles and other vehicles as shown on its bank statements.
- 16 12. Front Sight Management LLC's bank accounts, both domestic and international.
- 17 13. All real estate and other assets owned by Front Sight Management LLC.
- 18 14. Front Sight Management, LLC employees and/or independent contractors.
- 19 15. Discussions/communications of Michael Meacher/Ignatius Piazza prior to the  
20 execution of the Construction Loan Agreement ("CLA").
- 21 16. Discussions/communications of Michael Meacher/Ignatius Piazza following  
22 execution of the CLA and leading up to filing of the Notice of Default ("NOD").
- 23 17. Discussions/communications with Michael Meacher/ Ignatius Piazza subsequent to  
24 filing of NOD.
- 25 18. The status of the project.
- 26 19. Expenditures on the project.
- 27 20. Removal of the \$25 million minimum raise and evolution of the Senior Debt  
28 requirement.

- 1 21. Funding for the Project.
- 2 22. Fundraising for the Project, to include communications to Members.
- 3 23. The use of funding for the Project.
- 4 24. Finances of Front Sight.
- 5 25. Front Sight's assertions that it could sell the resort's timeshare units for \$40,000 –  
6 70,000.
- 7 26. Front Sight's actual marketing and pre-reservations activity for the timeshare units.
- 8 27. Front Sight's statements and representations to its members, especially at its annual  
9 July 4th celebration, as to the status of the construction on the project.
- 10 28. Communications with Defendants prior to suit, including but not limited to  
11 Marketing Reports.
- 12 29. Front Sight's attempts to solicit EB-5 investors directly.
- 13 30. Front Sight Management, LLC's financing options outside of EB-5, including but  
14 not limited to Wells Fargo and Bank of America.
- 15 31. Front Sight Management, LLC's EXECUTIVE SUMMARY dated March 12,  
16 2012.
- 17 32. Front Sight Management, LLC'S research and due diligence on the EB5 industry.
- 18 33. Front Sight Management, LLC'S involvement in drafting the PPM and other  
19 offering documents.
- 20 34. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested  
21 multiple times an accounting of how its payments to Defendants had been spent.
- 22 35. Any specific expenditures that are believed to be false.
- 23 36. Any specific expenditures that are believed to be improper.
- 24 37. Front Sight Management, LLC's meetings with SINOWEL principals.
- 25 38. Front Sight Management, LLC'S contacts with other Regional Centers prior to and  
26 after signing the February 13, 2014 Engagement Letter.
- 27 39. Front Sight Management, LLC'S record keeping policies.
- 28

- 1 40. Front Sight Management, LLC's meetings or discussions with agents and/or
- 2 investors.
- 3 41. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested
- 4 multiple times an accounting of how its payments to Defendants had been spent.
- 5 42. Front Sight Management, LLC'S involvement in any hacking into Dziubla and
- 6 Stanwood retirement accounts.
- 7 43. The Wells Fargo Phishing email.
- 8 44. Front Sight Management, LLC's involvement in sending a copy of a criminal
- 9 complaint against Mr. Dziubla and Mr. Fleming to migration agents and others.
- 10 45. All efforts by Front Sight to raise the contractually required Senior Debt.
- 11 46. Communications with Defendants regarding senior debt.
- 12 47. Communications with Defendants regarding alleged breaches of CLA.
- 13 48. Due diligence performed by Front Sight Management, LLC prior to executing the
- 14 CLA.
- 15 49. Front Sight Management, LLC's interpretation of the CLA.
- 16 50. Discussions with Defendants regarding Senior debt.
- 17 51. Specific job descriptions for each employee or manager.
- 18 52. Job description and duties of the positions you assert were created pursuant to the
- 19 CLA, and in support of the EB-5 program.
- 20 53. Facts/documents related to how any and all loan funds received by Front Sight were
- 21 spent.
- 22 54. Plans, and alterations to plans, for the Project.
- 23 55. Rene Morales and the Morales entities, and their proffer of a \$36M construction
- 24 line of credit.
- 25 56. All assertions and claims raised in the various letters sent by Front Sight to LVDF
- 26 after the first Notice of Multiple Defaults dated July 30, 2018.
- 27 57. Existence and/or identification of documents related to the topics listed in this
- 28 notice.

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58. All civil and criminal cases and investigations involving FSM currently pending, threatened, noticed, or otherwise within FSM's knowledge.

Oral examination will continue from day to day until completed. You are invited to attend and participate.

Dated this 18<sup>h</sup> day of May, 2021.

HOGAN HULET PLLC

ss:// Kenneth E Hogan \_\_\_\_\_  
KENNETH E. HOGAN  
*Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on May 18, 2021, a copy of the NOTICE OF DEPOSITION was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

---

Kenneth E. Hogan, Esq.



# EXHIBIT “15”

# EXHIBIT “15”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Subject:** Deposition Scheduling  
**Date:** Monday, May 24, 2021 12:17:00 PM

---

John,

Re your question about Devine and Flynn, we can assist providing the witnesses for both depositions so long as they're conducted by ZOOM on July 1: Ethan Devine in the morning and Sean Flynn in the afternoon.

Also, after working around your June scheduling issues, I'll be noticing the following depositions in addition to the three already noticed:

June 10, 2020, 9:00	30(b)(6) of Front Sight Management
June 21, 2020, 9:00	Cookston
June 23, 2020, 9:00	Meacher
June 28, 2020, 9:00	Holmes
June 30, 2020, 9:00	Winters

Lastly, don't forget about the EDCR...we need to get that moving.

Ken

# EXHIBIT “16”

# EXHIBIT “16”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Deposition Scheduling  
**Date:** Tuesday, June 1, 2021 3:47:00 PM

---

John, just looking for some follow-up on Morales documents and the Piazzas' unavailability (we're three days out from Jennifer's depo) so I can re-notice the string of depositions. If you intend to take Devine and Flynn in person, in CA, you'll need to subpoena them.

---

**From:** ken@h2legal.com <ken@h2legal.com>  
**Sent:** Friday, May 28, 2021 10:25 AM  
**To:** 'John Aldrich' <jaldrich@johnaldrichlawfirm.com>  
**Cc:** 'Traci Bixenmann' <traci@johnaldrichlawfirm.com>; 'Jamie Hendrickson' <jamie@johnaldrichlawfirm.com>  
**Subject:** RE: Deposition Scheduling

On Flynn/Devine, I think they were willing to accept service for a Zoom depo. In person may prompt a different response, but I'll look into it and let you know. Even through you'll be out and about for a bit, please get me info on Morales and the Piazzas so I can rework the notices and set the flow (and secure court reporters). Thanks for the heads up on the depositions you intend to take.  
Ken

---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Sent:** Thursday, May 27, 2021 6:14 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <traci@johnaldrichlawfirm.com>; Jamie Hendrickson <jamie@johnaldrichlawfirm.com>  
**Subject:** RE: Deposition Scheduling

Ken,

Thank you for getting back to me and for confirming Defendants' position regarding the request to extend discovery deadlines and to continue the trial. I sincerely appreciate your prompt response. We will go ahead and file a motion.

I agree with you that we both have accommodated, and I appreciate that very much.

Regarding Flynn and Devine, I prefer to take the depositions in person rather than by Zoom. Are they both in the San Diego area? I can go to them if so, and we can do both on the same day.

As for the Piazzas, I will get back to you about documentation.

We will check with Mr. Morales for his availability for a different date. As for his

documents, let me confirm with Traci to make sure I don't lead you astray. I believe there are more than you referenced.

I will get back to you on the letter you sent on April 16, 2021. I know I owe you a response.

I will check with those people you have listed (Cookston, Meacher, Holmes, and Winters) to see if those dates work, or we will propose alternative dates.

Regarding the depositions we want to take, yes, Dziubla, Flynn, Devine, Fleming and your expert, but also Simone Williams, Dr. Shah, someone with Sinowel (may be able to get by with just one), Perry Dealy, and Kyle Scott. We may want the others we listed as well, but those listed above are probably bare minimum.

Let me know if you want to discuss. I am out for the next week or so, but you are welcome to call me on my cell. I will be checking e-mails intermittently as well.

Thank you.

John P. Aldrich, Esq.  
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**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Thursday, May 27, 2021 3:09 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Deposition Scheduling

John,

Thanks. First I want to make clear that my comment about working around your schedule was not an

intended slap, just a reality. You've been accommodating, we've been accommodating, and I have no complaints to date – but it has taken some juggling and I'm sure will continue to do so.

On Flynn and Devine, I had asked you for proposed dates, you provided them, I relayed them, and they were available on one of those dates -- so we let you know. You had offered Zoom, so we did as well in asking them (both out of State residents and non-parties).

As to the Piazza's being out of the Country on the noticed dates 4/8/10, please send me something (plane tickets, whatever) to confirm their unavailability and I'll vacate the depositions. My preference would be just to roll back the depositions accordingly, so upon confirmation of the Piazza's inability to attend, let's start with Morales either 4/8/10 and go from there. To that end, I'm following up on my inquiry from last week as to the Morales documents: does your 21<sup>st</sup> and 22<sup>nd</sup> Supplemental Disclosures represent the full sum of documents Morales produced in response to the discussions at his prior deposition and the Court Order for production? Also, have Traci ping you again on your response to our EDCR letter. It's well overdue

For scheduling then, presuming there is some supporting documents concerning the Piazzas' travel, I'll be noticing/re-noticing as follows:

June 4, 8, or 10:9:00	Morales (let me know ASAP)
June 21, 2021, 9:00	J Piazza
June 22, 2021 9:00	I Piazza
June 23, 2021, 9:00	30(b)(6) of FMK
June 25, 2021 9:00	Cookston
June 28, 2021, 9:00	Meacher
June 30, 2021, 9:00	Holmes
July 1, 2021 9:00	Winter

As to de-conflicting that schedule with the potential 15 depositions you contemplate, we're only putting out one expert and rebuttals to whatever you disclose. Who beyond Dziubla, Flynn, Devine, Fleming and our expert (and the three you've already taken) do you need? Once I know that, we can have a more meaningful discussion. In June, I also have June 24 available and June 29 available, and July lays fairly open for you.

While I understand what you're saying about the backlog, and that we may not make the trial calendar on the present stack, as you know the Court said he'd get us to trial as scheduled. but there is no possibility that my clients would agree to push everything 120 days. They gave up the notion of an evidentiary hearing on the basis of the existing stack and the Court's representation of a timely trial. Depending on our discussion concerning the list of those you may want to depose, we may stipulate to run a couple weeks past the discovery closeout for depositions only, but I can't see any reasonable expectation of my folks agreeing to anything more, or to voluntarily move the stack.

Please answer my questions herein, and then we'll talk through options.

Ken

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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Thursday, May 27, 2021 2:19 PM

**To:** [ken@h2legal.com](mailto:ken@h2legal.com)

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>

**Subject:** RE: Deposition Scheduling

Ken,

I am in receipt of your email response related to our inquiry whether Defendants are still willing to provide Ethan Devine and Sean Flynn for deposition. Your response appears to be that Defendants will provide Mr. Devine and Mr. Flynn, but only if they are conducted by Zoom on July 1. Can you please help me understand why those conditions have been imposed?

I am also in receipt of the Notices of Deposition for the following:

- Jennifer Piazza – June 4, 2021
- Ignatius Piazza – June 8, 2021
- 30(b)(6) Witness for Front Sight Management – June 10, 2021

Additionally, you noted your intent to set several other depositions “after working around [my] June scheduling issues.” Respectfully, the lack of context with this comment leaves the impression that we have not done our part, or that we have made no accommodations with respect to setting and taking depositions.

I wish to address the problem we now have with timing between now and the close of discovery. A few weeks before you became involved in the case, on **November 30, 2020**, Ms. Champion, sent me a letter in which she asked that I provide a proposed schedule for discovery that would be needed prior to continuing with the evidentiary hearing. I have attached a copy of that letter for your reference.

On **December 8, 2020**, I wrote an email to Ms. Champion to address scheduling of depositions, per Ms. Champion’s request. For your convenience, I have also attached a PDF of that email. I advised that Front Sight needed to conduct 15 depositions prior to the evidentiary hearing taking place. I listed out all of the witnesses, and gave proposed dates for those depositions. Those dates that I proposed involved a fairly reasonable (albeit busy, given other cases we are all handling) schedule, with 1-2 depositions taken per week, over the course of approximately 10 weeks. I did not include any experts who might provide testimony on Defendants’ behalf. I received no substantive response to that scheduling proposal.

On Wednesday, **December 9, 2020**, we held a hearing in front of Judge Williams in which we discussed scheduling with regard to the evidentiary hearing. Ms. Champion advised the Court that I had identified at least 15 witnesses whose depositions needed to be completed before the evidentiary hearing proceeded. The status check was then continued to **January 13, 2021**. In between December 9, 2020 and January 13, 2021, Ms. Champion made no effort to coordinate depositions and still provided no substantive response or counterproposal.

On **January 8, 2021**, you filed a Notice of Appearance in the case. On **January 13, 2021**, you appeared at the status check hearing and notified the Court that we would focus on discovery and the injunction issues would be addressed at trial. You and I had a number of conversations which were friendly in nature and I answered questions that you had as you were getting up to speed. We did not try to use the time you needed to get up to speed to our advantage. Rather, knowing how much there was for you to digest, we allowed you some time. After all, it was not (and is not) your fault that you came into this case so late.

Part of why I proposed the deposition schedule that proposed depositions earlier this year is because I knew that I had a busy late spring/summer coming up. As you know, one of my sons is graduating high school this week (actually did so this morning) and will be leaving the country for two years. Consequently, we have a family vacation that has been planned and paid for, and we also have made other plans in preparation for his leaving. That has left limited amount of time in May and June. Back in April, when no depositions had been set, I reached out to discuss these timing issues with you.

We proposed deposition dates for the PMKs of EB5IA, EB5IC, and LVDF. We eventually went ahead and set those depositions on the dates we had proposed, as we had not received confirmation that those

dates would work. As you know, those depositions proceeded as scheduled. We have asked for possible dates for Mr. Flynn and Mr. Devine on multiple occasions long before you were in the case, although we never received substantive responses.

Despite you and I having discussed this in some detail (beginning, to my recollection, back in March sometime), Defendants did not notice a deposition until May 11. You have indicated that Defendants intend to set a number of other depositions, which will largely fill the available time to conduct discovery in this case. Unfortunately, this leaves insufficient time for us to complete all of the depositions we need.

When we talked about *my* availability, we were discussing *my* availability, and not necessarily the availability of the other witnesses that the parties wish to depose. We also discussed the witnesses that Defendants want to depose, but have not addressed at least 10 other witnesses that we have listed (you responded about Devine and Flynn on Monday). Additionally, as I indicated at the end of Mr. Dziubla's deposition last week, in his capacity as the PMK of LVDF, we will need another full day (at least) of deposition testimony of Mr. Dziubla in his capacity as PMK of LVDF. There simply is not enough time to complete this deposition discovery between now and the close of discovery. Moreover, this will likely result in multiple supplements to expert reports because so much deposition testimony remains.

Further, Defendants set the depositions of Jennifer and Ignatius Piazza without consulting with us as to their availability. Unfortunately, neither is available for their depositions, which are currently set for June 4 and 8, 2021, respectively. The Piazzas will be unavailable until July 10. Like much of the world, which has been closed down for the past year but now has plans to be out, the Piazzas will be away on vacation. They will be out of the country for some of that time as well. This was long planned. They both could have been available earlier this year had Defendants proposed that. Unfortunately, right now they are not.

Additionally, I believe the NRCP 30(b)(6) representative for Front Sight (for all topics) will be Dr. Piazza as well. As explained, he is not available for the deposition of the NRCP 30(b)(6) representative that you noticed the other day for June 10, 2021.

In addition to the at least 13 additional depositions we need to take (the 12 witnesses I previously listed in my email plus another day of Mr. Dziubla as the PMK for LVDF), we need to take the depositions of whatever experts Defendants decide to disclose as well.

The bottom line is this: there simply is not enough time for us to complete the discovery in the time frame that is currently in place. I ask for you and Defendants to please strongly consider agreeing to extend all deadlines 120 days from their current setting so that we have an opportunity to finish discovery in a reasonable fashion. Of course this will mean that we have to move the trial date by 120 days as well. That would put it in approximately March 2022.

Based on what I heard at the recent civil bench bar meetings, I do not believe that there is any reasonable chance that this case is going to go to trial as currently set on October 25, 2021. Judge Bell said the backlog of criminal trials is over 300, while the backlog of civil cases is over 1,000. Given the backlog of cases and still limited courtrooms, the chance this trial proceeds in October is very small. It makes no sense for us to kill ourselves while trying to squeeze in all of these depositions when the likelihood this case will go to trial as currently scheduled is nil.

I know you and I have discussed this a couple of different times, so I know this proposal is not a surprise. You have indicated that Defendants are not inclined to agree, but I would ask you to please discuss this with your clients and let me know if Defendants will so agree. If so, we will prepare a Stipulation. If not, I ask that you let me know so that we may seek Court intervention as appropriate. Obviously, given the discovery deadline today, I would appreciate it if you can get back to me today.

As always, I am available to speak with you. You have my cell phone number. I look forward to hearing from you.



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**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Monday, May 24, 2021 12:18 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Subject:** Deposition Scheduling

John,

Re your question about Devine and Flynn, we can assist providing the witnesses for both depositions so long as they're conducted by ZOOM on July 1: Ethan Devine in the morning and Sean Flynn in the afternoon.

Also, after working around your June scheduling issues, I'll be noticing the following depositions in addition to the three already noticed:

June 10, 2020, 9:00	30(b)(6) of Front Sight Management
June 21, 2020, 9:00	Cookston
June 23, 2020, 9:00	Meacher
June 28, 2020, 9:00	Holmes
June 30, 2020, 9:00	Winters

Lastly, don't forget about the EDCR...we need to get that moving.

Ken

# EXHIBIT “17”

# EXHIBIT “17”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
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*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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.

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

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

**AMENDED NOTICE OF DEPOSITION  
OF JENNIFER PIAZZA**

TO: JENNIFER PIAZZA  
c/o: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **21<sup>st</sup> day of June, 2021**, at **9:00 o'clock a.m.**, at 1140 N  
Town Center Dr., Ste 300, Las Vegas, NV 89144, Defendants/Counterclaimants will take the

1 stenographic deposition of Jennifer Piazza upon oral examination pursuant to Rules 26 and 30 of the  
2 Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer authorized by  
3 law to administer oaths. Ms. Piazza's examination will continue from day to day until completed. You  
4 are invited to attend and cross-examine.

5 Dated this 1<sup>st</sup> Day of June, 2021.

6 HOGAN HULET PLLC

7 ss:// Kenneth E Hogan \_\_\_\_\_

8 KENNETH E. HOGAN

9 *Attorneys for Defendants/Counterclaimants*

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 2, 2021, a copy of the AMENDED NOTICE OF DEPOSITION was served on the following counsel of record and/or parties via the Court's e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.

# EXHIBIT “18”

# EXHIBIT “18”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
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ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**AMENDED NOTICE OF DEPOSITION  
OF IGNATIUS PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: IGNATIUS PIAZZA  
c/o: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **22<sup>nd</sup> day of June 2021**, at **9:00 o'clock a.m.**, at 1140 N.  
Town Center Drive, Suite 300, Las Vegas, NV 89144, Plaintiffs will take the stenographic deposition

1 (and by audiovisual recording) of Ignatius Piazza upon oral examination pursuant to Rules 26 and 30  
2 of the Nevada Rules of Civil Procedure, before a Notary Public or before some other officer authorized  
3 by law to administer oaths. Ignatius Piazza's examination will continue from day to day until  
4 completed. You are invited to attend and cross-examine.

5 Dated this 1<sup>st</sup> day of June 2021.

6 HOGAN HULET PLLC

7 ss:// Kenneth E Hogan \_\_\_\_\_  
8 KENNETH E. HOGAN  
9 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 2, 2021, a copy of the AMENDED NOTICE OF DEPOSITION was served on the following counsel of record and/or parties via U.S. mail addressed as follows:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
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Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.

# EXHIBIT “19”

# EXHIBIT “19”

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*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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.

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

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

**AMENDED NOTICE OF DEPOSITION  
OF FRONT SIGHT MANAGEMENT,  
LLC**

TO: FRONT SIGHT MANAGEMENT, LLC

c/o: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **23<sup>rd</sup> day of June, 2021**, at **9:00 o'clock a.m.**, at 1140 N  
Town Center Dr Suite 300, Las Vegas, NV 89144, Defendants/Counterclaimants will take the

1 deposition of the NRCP 30(b)(6) representative(s) of Plaintiff/Counterdefendant Front Sight  
2 Management, LLC concerning the subject matters enumerated below, upon oral examination pursuant  
3 to Rules 26 and 30, and specifically Rule 30(b)(6) of the Nevada Rules of Civil Procedure, before a  
4 Notary Public or before some other officer authorized by law to administer oaths. The deposition shall  
5 be recorded by either sound, sound-and-visual, and/or stenographic means.

6 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

- 7 1. Declarations entered into the record of this action on behalf of Front Sight.
- 8 2. Pleadings (claims, counterclaims, answers, and defenses) including but not  
9 limited to:
- 10 a. Facts/documents pertaining to the fraud claim against Michael Meacher/Rene  
11 Morales/the Morales Entities/Front Sight/Dr. Ignatius Piazza.
- 12 b. Facts/documents pertaining to the alleged transfers from Front Sight to Ignatius  
13 Piazza and Jennifer Piazza.
- 14 c. Facts/documents pertaining to the alleged transfers from Front Sight to the  
15 VNV Trusts.
- 16 d. Facts/documents pertaining to the alleged civil conspiracy between Front Sight,  
17 Rene Morales, the Morales Entities, Michael Meacher, Dr. Ignatius Piazza,  
18 Jennifer Piazza, and the VNV Trusts to defraud LVDF.
- 19 e. Facts/documents pertaining to any meetings between any Counterdefendant in  
20 furtherance of the alleged civil conspiracy to defraud LVDF.
- 21 f. Facts/documents pertaining to LVDF's waste claim and how the actions of  
22 Counterdefendants devalued the property or LVDF's investment therein.
- 23 g. Facts/documents pertaining to LVDF's intentional interference with contractual  
24 relations claim against Dr. Ignatius Piazza, Jennifer Piazza, and the VNV  
25 Trusts.
- 26 h. Facts/documents pertaining to LVDF's conversion claim against Dr. Ignatius  
27 Piazza/Jennifer Piazza and the VNV Trusts.
- 28 i. Facts/documents pertaining to LVDF's judicial foreclosure claims against Front

1 Sight. Facts/documents pertaining to Front Sight Management, LLC's  
2 solvency.

3 3. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested  
4 multiple times an accounting of how its payments to Defendants had been spent.

5 4. Front Sight Management, LLC's responses to discovery

6 5. Membership of Front Sight Management, LLC.

7 6. Front Sight Management, LLC Member distributions.

8 7. Front Sight Management, LLC Management.

9 8. Front Sight Management, LLC Management compensation.

10 9. Front Sight Management, LLC compensation of any and/or every kind to Ignatius  
11 and/or Jennifer Piazza.

12 10. Front Sight Management, LLC compensation of any and/or every kind to Michael  
13 Meacher.

14 11. Front Sight Management, LLC employees and/or independent contractors.

15 12. Discussions/communications of Michael Meacher/Ignatius Piazza prior to the  
16 execution of the Construction Loan Agreement ("CLA").

17 13. Discussions/communications of Michael Meacher/Dr. Ignatius Piazza following  
18 execution of the CLA and leading up to filing of the Notice of Default ("NOD").

19 14. Discussions/communications with Michael Meacher/Dr. Ignatius Piazza  
20 subsequent to filing of NOD.

21 15. The status of the project.

22 16. Expenditures on the project.

23 17. Removal of the minimum raise CAP and evolution of the Senior Debt requirement.

24 18. Funding for the Project.

25 19. Fundraising for the Project, to include communications to Members.

26 20. The use of funding for the Project.

27 21. Finances of Front Sight

28 22. Communications with Defendants prior to suit, including but not limited to

1 Marketing Reports

2 23. Front Sight Management, LLC's financing options outside of EB-5, including but  
3 not limited to Wells Fargo and Bank of America.

4 24. Front Sight Management, LLC's EXECUTIVE SUMMARY dated March 12,  
5 2012.

6 25. Front Sight Management, LLC'S research and due diligence on the EB5 industry.

7 26. Front Sight Management, LLC'S involvement in drafting the PPM and other  
8 offering documents.

9 27. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested  
10 multiple times an accounting of how its payments to Defendants had been spent.

11 28. Any specific expenditures that are believed to be false.

12 29. Any specific expenditures that are believed to be improper.

13 30. Front Sight Management, LLC's meetings with SINOWEL principals.

14 31. Front Sight Management, LLC'S contacts with other Regional Centers prior to and  
15 after signing the February 13, 2014 Engagement Letter.

16 32. Front Sight Management, LLC'S record keeping policies, to include but not limited  
17 to the assertion of document destruction through a residential fire (the "Santa Rosa Wildfire").

18 33. Front Sight Management, LLC's meetings or discussions with agents and/or  
19 investors.

20 34. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested  
21 multiple times an accounting of how its payments to Defendants had been spent.

22 35. Front Sight Management, LLC'S involvement in any hacking into Dziubla and  
23 Stanwood retirement accounts.

24 36. The Wells Fargo Phishing email.

25 37. Front Sight Management, LLC's involvement in sending a copy of a criminal  
26 complaint against Bob Dziubla to agents.

27 38. Communications with Defendants regarding senior debt.

28 39. Communications with Defendants regarding alleged breaches of CLA.

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40. Due diligence performed by Front Sight Management, LLC prior to executing the  
CLA.

41. Front Sight Management, LLC’s interpretation of the CLA.

42. Discussions with Defendants regarding Senior debt.

43. Specific job descriptions for each employee or manager.

44. Job description and duties of the positions you assert were created pursuant to the  
CLA, and in support of the EB-5 program.

45. Facts/documents related to how any and all loan funds received by Front Sight were  
spent.

46. Plans, and alterations to plans, for the Project.

47. Rene Morales and the Morales entities, and their proffer of a \$36M LOC.

48. Existence and/or identification of documents related to the topics listed in this  
notice.

Oral examination will continue from day to day until completed. You are invited to attend  
and participate

Dated this 1st day of June, 2021.

HOGAN HULET PLLC

ss:// Kenneth E Hogan \_\_\_\_\_  
KENNETH E. HOGAN  
*Attorneys for Defendants/Counterclaimants*

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 2, 2021, a copy of the AMENDED NOTICE OF DEPOSITION was served on the following counsel of record and/or parties via the Court's e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

---

Kenneth E. Hogan, Esq.



# EXHIBIT “20”

# EXHIBIT “20”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants  
**Date:** Friday, June 18, 2021 10:06:00 AM

---

John, Jamie:

We inadvertently left Morales off the schedule...can you give me dates from June 28 through July 16 that we can plug him in? Need to know as soon as possible for recorder scheduling and flight scheduling.

Beyond that, for your scheduling I'll be noticing Cookston for the 21<sup>st</sup> of July.

Also, how are you doing on confirming the balance of depositions discussed below.

Thanks,

Ken

---

**From:** ken@h2legal.com <ken@h2legal.com>  
**Sent:** Thursday, June 10, 2021 4:07 PM  
**To:** 'John Aldrich' <jaldrich@johnaldrichlawfirm.com>  
**Cc:** 'Traci Bixenmann' <traci@johnaldrichlawfirm.com>; 'Jamie Hendrickson' <jamie@johnaldrichlawfirm.com>  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants

John:

Thanks for the information, but I wish you would provide that kind of information in advance of me trying to build a schedule and get notices on the street. This will be my fourth attempt. You give me information, I build around those restrictions, and then new restrictions destroy what I built around.

We've been discussing this since the end of March, and you know I've been trying to schedule the Piazza's, the PMK, and Meacher for the past couple months so if they have conflicts it would be great to hear that in advance rather than after I notice them in what appear to be "blank" spots. Now that I have their expected conflicts...again...I have a proposal: let's stip to extend discovery through August and move on. I'll reset all the depositions as follows:

- July 22: Jennifer Piazza
- July 23: Ignatius Piazza
- August 4: 30(b)(6) Witness for Front Sight Management
- August 5: Michael G. Meacher
- August 6: Catherine DeBono Holmes (Plaintiff Expert)
- August 11: Douglas S. Winters (Plaintiff Expert)
- August 12: Kevin B. Kirkendall (Plaintiff Expert)
- August 13: David R. Evans (Plaintiff Expert)

That'll leave you parts of June, July, and August to get your depositions done.

Even if a stipulation is not acceptable to you, please vet those dates above at your earliest convenience. Also, as an FYI, we'll work the Cookston issue and plug him in to the schedule probably on July 21.

Ken

---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>

**Sent:** Wednesday, June 9, 2021 3:28 PM

**To:** [ken@h2legal.com](mailto:ken@h2legal.com)

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>

**Subject:** Front Sight v. LVDF -- depositions set by Defendants

Ken,

We are in receipt of several Notices of Deposition which were served by your office last week. Below please find my comments regarding the deponents' and my availability, as well as fees as applicable.

- Notice of Deposition of Michael G. Meacher – set for **June 28, 2021 at 9:00 a.m.**
  - Mr. Meacher is having surgery this month and will not be available until mid-July (after his recuperation). Additionally, I will be out of the office the week of July 12-16.
- Amended Notice of Deposition of 30(b)(6) Witness for Front Sight Management – set for **June 23, 2021 at 9:00 a.m.**
  - Dr. Piazza is not available until after July 10. Additionally, I will be out of the office the week of July 12-16.
- Amended Notice of Deposition of Ignatius Piazza – set for **June 22, 2021 at 9:00 a.m.**
  - Same comments as the deposition notice for PMK of FS.
- Amended Notice of Deposition of Jennifer Piazza – set for **June 21, 2021 at 9:00 a.m.**
  - Same comments as the deposition notice for PMK of FS and Ignatius Piazza.
- Re-Notice of Deposition of Rene Morales – set for **June 10, 2021 at 9:00 a.m.**
  - As Jamie Hendrickson of my office notified you last week and I mentioned in my e-mail on Monday, Mr. Morales is not available on June 10 (tomorrow), but is available the last week of June. **Please confirm you will be vacating tomorrow's deposition.**
- Notice of Deposition of Kevin B. Kirkendall – set for **July 6, 2021 at 9:00 a.m.**
  - Mr. Kirkendall advises us that he is available for deposition on that day. Mr. Kirkendall will provide us with an invoice for the deposition fee and a W-9 form, which I will forward to you once received.
- Notice of Deposition of Douglas S. Winters – set for **July 1, 2021 at 9:00 a.m.**
  - Mr. Winters is available on that day. Mr. Winters requires that the party taking his deposition tender payment of his fee based upon the anticipated length of his deposition. Mr. Winters' fee schedule is attached and payment should be made payable to RubinBrown, LLP.
- Deposition of Catherine DeBono Holmes – set for **June 30, 2021 at 9:00 a.m.**
  - Plaintiff has two Motions set for hearing in this case at 9:00 on June 30. We will need to move this deposition to later in the morning or early afternoon. Ms. Holmes is available on that day, but she asked to appear by Zoom. Please let us know if this is acceptable. I will let you know her fee schedule in advance as well.

- Notice of Deposition of William A. Cookston – set for **June 25, 2021 at 9:00 a.m.**
  - Mr. Cookston has not been identified as a witness by any party to this matter. Front Sight will not be providing Mr. Cookston, so you will need to subpoena him for his appearance.

I will be sending a separate e-mail about scheduling the depositions our side needs to take later today or tomorrow. Let me know if you want to discuss any of these items.

**Also, please confirm you will be vacating Mr. Morales' deposition, currently schedule for tomorrow.**

Thanks.

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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Visit us online at <http://www.johnaldrichlawfirm.com>

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# EXHIBIT “21”

# EXHIBIT “21”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants  
**Date:** Monday, June 21, 2021 10:06:00 AM

---

John, Jamie:

We really need to get this locked down. I need to know ASAP as to the proposed schedule, and Morales' dates of availability in the period noted.

Ken

---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Friday, June 18, 2021 10:47 AM  
**To:** 'John Aldrich' <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** 'Traci Bixenmann' <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; 'Jamie Hendrickson' <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants

FYI, as to the Morales request below, I just lost the 12<sup>th</sup> and 16<sup>th</sup> of July to deposition notices in other matters.

---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Friday, June 18, 2021 10:07 AM  
**To:** 'John Aldrich' <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** 'Traci Bixenmann' <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; 'Jamie Hendrickson' <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants

John, Jamie:

We inadvertently left Morales off the schedule...can you give me dates from June 28 through July 16 that we can plug him in? Need to know as soon as possible for recorder scheduling and flight scheduling.

Beyond that, for your scheduling I'll be noticing Cookston for the 21<sup>st</sup> of July.

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**Sent:** Thursday, June 10, 2021 4:07 PM  
**To:** 'John Aldrich' <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** 'Traci Bixenmann' <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; 'Jamie Hendrickson' <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants

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Ken

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**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** Front Sight v. LVDF -- depositions set by Defendants

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**Also, please confirm you will be vacating Mr. Morales' deposition, currently schedule for tomorrow.**

Thanks.

John P. Aldrich, Esq.  
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dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender immediately and destroy all copies of the original message.

If you are a client or work for a client of Aldrich Law Firm, or have consulted with the law firm for potential representation, this e-mail is protected by the attorney-client privilege and the work product doctrine. This e-mail is not intended for release to opposing parties, opposing counsel or any other third person or entity. Caution should be used when forwarding this e-mail to others as the privilege may be lost. Copies of this e-mail should not be kept in your regular files. If you print a copy of this e-mail, place it in a separate file labeled "Attorney-Client Privilege." DO NOT PRODUCE A COPY OF THIS E-MAIL IN DISCOVERY.

# EXHIBIT “22”

# EXHIBIT “22”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants  
**Date:** Wednesday, June 23, 2021 10:32:00 AM

---

Yes, that'll work. Calle me at 2 on cell, 702-688-0338.

Also, I'm open on the depo dates you propose, and I'm not aware of any conflicts other than we can't do the Fleming depo as you proposed on the 21<sup>st</sup> – he's traveling that day. Can you propose another couple dates?

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Tuesday, June 22, 2021 4:38 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants

Hi Ken,

Are you available at 2:00 p.m. tomorrow to discuss these issues?

John P. Aldrich, Esq.  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
Tel (702) 853-5490  
Fax (702) 227-1975  
Visit us online at <http://www.johnaldrichlawfirm.com>

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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Tuesday, June 22, 2021 10:53 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>

**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants

Thanks, John. I

had already said we have no issue working the Holmes depo by Zoom, but didn't realize you were also looking for that set up with Evans. I'll check.

I won't likely have any information on conflicts for your depositions, save and except maybe the first three. I'll ask the question.

We need to set a time to discuss the two EDCR letters and your response to the first. I'm fairly well available this week – let me know what works for you.

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Monday, June 21, 2021 3:17 PM

**To:** [ken@h2legal.com](mailto:ken@h2legal.com)

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>

**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants

Ken,

I acknowledge that you sent me two e-mails regarding the depositions you intend to set (as set forth in your June 10, 2021 e-mail below); one was on Friday, June 18, 2021 and the other this morning. I am including my initial response to your June 10, 2021 e-mail (dated June 11 below), as it was not referenced in your e-mails, and because I need a couple of answers before I can confirm whether the dates proposed will work.

I will attempt to address the depositions you intend to set, as well as those I intend to set.

#### Defendants' depositions

Regarding the depositions you have listed in your June 10, 2021 e-mail, I have asked for confirmation of those dates from Ignatius Piazza (he will also be the 30(b)(6) representative), Jennifer Piazza, Mike Meacher, Doug Winters, and Kevin Kirkendall. We have separately asked Mr. Morales for available dates. Mr. Winters and Mr. Kirkendall will need their expert fees paid prior to the depositions. I hope to have responses from all of them soon.

As for Catherine Holmes and David Evans, I need to know if you intend to require them to come in person. That will affect how much time they need to set aside, as well as the amount your clients will be required to pay in fees prior to the depositions. Please let me know so I can confirm their availability.

With regard to Cookston, please let me know when you want to discuss. He still has not been identified as a witness in the first place, so I am unsure why he is being

deposed. You mentioned July 21 for him, but as you will see below, I would like to take Jon Fleming's deposition that day if possible.

Plaintiff/Counterdefendants' depositions

At a minimum, we intend to set the following depositions and/or issue subpoenas (as appropriate):

Sean Flynn – July 19, 2021  
Jon Fleming – July 21, 2021  
Ethan Devine – July 26, 2021  
Simone Williams – August 10, 2021 (by Zoom)  
Perry Dealy – August 25, 2021  
Kyle Scott – August 27, 2021

Please let me know if you are available on those dates, and if you are aware of any conflicts for any of these witnesses, I hope you will share that information as well. Thanks.

John P. Aldrich, Esq.  
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7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
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---

**From:** John Aldrich  
**Sent:** Friday, June 11, 2021 3:00 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants

Ken,

After reviewing your e-mail (below) and what was stated in the pleadings you filed yesterday, I went back and reviewed many of our prior e-mails. When I reached out to let you know when I was not available, it was so that you would have a base to start from. It was to help facilitate the depositions, not hinder them. I did not state I had confirmed anyone else was available. I let you know Ignatius and Jennifer Piazza were not available even before I sent you the e-mail about it. I let you know Mike Meacher's availability as soon as I knew it. As for Morales, he was ready to appear and then you canceled the deposition, before re-setting it without confirming his availability. I am not jerking you around in any way.

Given your clients' newly proposed dates, I will check with those witnesses and let you know what I find out.

Regarding Catherine Holmes, do you want to take her deposition by Zoom, do you want to go to her, or does your client want to pay for her to come here? Please let me know so I can plan accordingly.

As for Cookston, he has not been identified by anyone in this litigation; that is my main objection because his testimony cannot be relevant if nobody has thought to identify him. And of course, I am sure you can understand Front Sight's reluctance to have me agree to provide him when your clients are going to require us to subpoena Ethan Devine and Sean Flynn unless we take the deposition by Zoom, and apparently also Perry Dealy, the (apparently fictitious) "titular" Director of Development of the regional center "if we can track him down."

Please provide a few dates that Jon Fleming is available either at the end of June or the end of July, as well as your experts. We also will depose Mr. Dziubla in his individual capacity as well, so please provide his availability as well.

We will go ahead and issue subpoenas to the other witnesses, including Fleming, Flynn, Simone Williams, Perry Dealy and Kyle Scott. If your clients are inclined to provide current contact information for any of those witnesses, we would appreciate it.

If you would like to discuss, please feel free to call me on my cell. Thanks.

John P. Aldrich, Esq.  
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Visit us online at <http://www.johnaldrichlawfirm.com>

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**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Thursday, June 10, 2021 4:07 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Front Sight v. LVDF -- depositions set by Defendants

John:

Thanks for the information, but I wish you would provide that kind of information in advance of me trying to build a schedule and get notices on the street. This will be my fourth attempt. You give me information, I build around those restrictions, and then new restrictions destroy what I built around.

We've been discussing this since the end of March, and you know I've been trying to schedule the Piazza's, the PMK, and Meacher for the past couple months so if they have conflicts it would be great to hear that in advance rather than after I notice them in what appear to be "blank" spots. Now that I have their expected conflicts...again...I have a proposal: let's stip to extend discovery through August and move on. I'll reset all the depositions as follows:

- July 22: Jennifer Piazza
- July 23: Ignatius Piazza
- August 4: 30(b)(6) Witness for Front Sight Management
- August 5: Michael G. Meacher
- August 6: Catherine DeBono Holmes (Plaintiff Expert)
- August 11: Douglas S. Winters (Plaintiff Expert)
- August 12: Kevin B. Kirkendall (Plaintiff Expert)
- August 13: David R. Evans (Plaintiff Expert)

That'll leave you parts of June, July, and August to get your depositions done.

Even if a stipulation is not acceptable to you, please vet those dates above at your earliest convenience. Also, as an FYI, we'll work the Cookston issue and plug him in to the schedule probably on July 21.

Ken

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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Wednesday, June 9, 2021 3:28 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** Front Sight v. LVDF -- depositions set by Defendants

Ken,

We are in receipt of several Notices of Deposition which were served by your office last week. Below please find my comments regarding the deponents' and my availability, as well as fees as applicable.

- Notice of Deposition of Michael G. Meacher – set for **June 28, 2021 at 9:00 a.m.**
  - Mr. Meacher is having surgery this month and will not be available until mid-July (after his recuperation). Additionally, I will be out of the office the week of July 12-16.
- Amended Notice of Deposition of 30(b)(6) Witness for Front Sight Management – set for **June 23, 2021 at 9:00 a.m.**
  - Dr. Piazza is not available until after July 10. Additionally, I will be out of the office the week of July 12-16.
- Amended Notice of Deposition of Ignatius Piazza – set for **June 22, 2021 at 9:00 a.m.**
  - Same comments as the deposition notice for PMK of FS.
- Amended Notice of Deposition of Jennifer Piazza – set for **June 21, 2021 at 9:00 a.m.**
  - Same comments as the deposition notice for PMK of FS and Ignatius Piazza.
- Re-Notice of Deposition of Rene Morales – set for **June 10, 2021 at 9:00 a.m.**
  - As Jamie Hendrickson of my office notified you last week and I mentioned in my e-mail on Monday, Mr. Morales is not available on June 10 (tomorrow), but is available the last week of June. **Please confirm you will be vacating tomorrow's deposition.**
- Notice of Deposition of Kevin B. Kirkendall – set for **July 6, 2021 at 9:00 a.m.**
  - Mr. Kirkendall advises us that he is available for deposition on that day. Mr. Kirkendall will provide us with an invoice for the deposition fee and a W-9 form, which I will forward to you once received.
- Notice of Deposition of Douglas S. Winters – set for **July 1, 2021 at 9:00 a.m.**
  - Mr. Winters is available on that day. Mr. Winters requires that the party taking his deposition tender payment of his fee based upon the anticipated length of his deposition. Mr. Winters' fee schedule is attached and payment should be made payable to RubinBrown, LLP.
- Deposition of Catherine DeBono Holmes – set for **June 30, 2021 at 9:00 a.m.**
  - Plaintiff has two Motions set for hearing in this case at 9:00 on June 30. We will need to move this deposition to later in the morning or early afternoon. Ms. Holmes is available on that day, but she asked to appear by Zoom. Please let us know if this is acceptable. I will let you know her fee schedule in advance as well.
- Notice of Deposition of William A. Cookston – set for **June 25, 2021 at 9:00 a.m.**
  - Mr. Cookston has not been identified as a witness by any party to this matter. Front Sight will not be providing Mr. Cookston, so you will need to subpoena him for his appearance.

I will be sending a separate e-mail about scheduling the depositions our side needs to take later today or tomorrow. Let me know if you want to discuss any of these items.

**Also, please confirm you will be vacating Mr. Morales' deposition, currently schedule for tomorrow.**



Thanks.

John P. Aldrich, Esq.  
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[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
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# EXHIBIT “23”

# EXHIBIT “23”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
**HOGAN HULET PLLC**  
1140 N Town Center Dr., Ste 300  
Las Vegas, Nevada 89144  
Telephone: 702-800-5482  
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ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**SECOND AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: JENNIFER PIAZZA  
c/o: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **22<sup>nd</sup> day of July, 2021**, at **9:00 o'clock a.m.**, at All  
American Court Reporters, 1160 N Town Center Dr #390, Las Vegas, NV 89144, Plaintiffs will take

1 the stenographic deposition of Jennifer Piazza upon oral examination pursuant to Rules 26 and 30 of  
2 the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer authorized  
3 by law to administer oaths. Ms. Piazza's examination will continue from day to day until completed.  
4 You are invited to attend and cross-examine.

5 Dated this 28<sup>th</sup> day of June, 2021.

6 HOGAN HULET PLLC

7 ss:// Kenneth E Hogan \_\_\_\_\_  
8 KENNETH E. HOGAN  
9 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 28, 2021, a copy of the foregoing NOTICE OF DEPOSITION was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.

# EXHIBIT “24”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
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1140 N Town Center Dr., Ste 300  
Las Vegas, Nevada 89144  
Telephone: 702-800-5482  
Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**SECOND AMENDED NOTICE OF  
DEPOSITION OF IGNATIUS PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: IGNATIUS PIAZZA  
c/o: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **23<sup>rd</sup> day of July 2021**, at **9:00 o'clock a.m.**, at All  
American Court Reporters, 1160 N Town Center Dr #390, Las Vegas, NV 89144, Plaintiffs will take

1 the video and stenographic deposition of Ignatius Piazza upon oral examination pursuant to Rules 26  
2 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public and by video recording, or  
3 before some other officer authorized by law to administer oaths. Ignatius Piazza's examination will  
4 continue from day to day until completed. You are invited to attend and cross-examine.

5 Dated this 28<sup>th</sup> day of June 2021.

6 HOGAN HULET PLLC

7 ss:// Kenneth E Hogan \_\_\_\_\_  
8 KENNETH E. HOGAN  
9 *Attorneys for Plaintiffs*

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I hereby certify that on June 28, 2021, a copy of the foregoing NOTICE OF DEPOSITION was served on the following counsel of record and/or parties via the Court's e-file system addressed as follows:

ALDRICH LAW FIRM, LTD.  
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Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
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Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.

# EXHIBIT “25”

# EXHIBIT “25”

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KENNETH E. HOGAN  
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Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**SECOND AMENDED NOTICE OF  
DEPOSITION OF FRONT SIGHT  
MANAGEMENT, LLC**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: FRONT SIGHT MANAGEMENT, LLC

c/o: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **4<sup>th</sup> day of August, 2021**, at **9:00 o'clock a.m.**, at All  
American Court Reporters, 1160 N Town Center Dr #390, Las Vegas, NV 89144,

1 Defendants/Counterclaimants will take the video and stenographic deposition of the NRCP 30(b)(6)  
2 representative(s) of Plaintiff/Counterdefendant Front Sight Management, LLC concerning the subject  
3 matters enumerated below, upon oral examination pursuant to Rules 26 and 30, and specifically Rule  
4 30(b)(6) of the Nevada Rules of Civil Procedure, before a Notary Public or before some other officer  
5 authorized by law to administer oaths. The deposition shall be recorded by either sound, sound-and-  
6 visual, and/or stenographic means.

7 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

- 8 1. Declarations entered into the record of this action on behalf of Front Sight.
- 9 2. Pleadings (claims, counterclaims, answers, and defenses) including but not  
10 limited to:
- 11 a. Facts/documents pertaining to the fraud claim against Michael Meacher/Rene  
12 Morales/the Morales Entities/Front Sight/Dr. Ignatius Piazza.
- 13 b. Facts/documents pertaining to the alleged transfers from Front Sight to Ignatius  
14 Piazza and Jennifer Piazza.
- 15 c. Facts/documents pertaining to the alleged transfers from Front Sight to the  
16 VNV Trusts.
- 17 d. Facts/documents pertaining to the alleged civil conspiracy between Front Sight,  
18 Rene Morales, the Morales Entities, Michael Meacher, Dr. Ignatius Piazza,  
19 Jennifer Piazza, and the VNV Trusts to defraud LVDF.
- 20 e. Facts/documents pertaining to any meetings between any Counterdefendant in  
21 furtherance of the alleged civil conspiracy to defraud LVDF.
- 22 f. Facts/documents pertaining to LVDF's waste claim and how the actions of  
23 Counterdefendants devalued the property or LVDF's investment therein.
- 24 g. Facts/documents pertaining to LVDF's intentional interference with contractual  
25 relations claim against Dr. Ignatius Piazza, Jennifer Piazza, and the VNV  
26 Trusts.
- 27 h. Facts/documents pertaining to LVDF's conversion claim against Dr. Ignatius  
28 Piazza/Jennifer Piazza and the VNV Trusts.

- 1 i. Facts/documents pertaining to LVDF's judicial foreclosure claims against Front
- 2 Sight. Facts/documents pertaining to Front Sight Management, LLC's
- 3 solvency.
- 4 3. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested
- 5 multiple times an accounting of how its payments to Defendants had been spent.
- 6 4. Front Sight Management, LLC's responses to discovery
- 7 5. Membership of Front Sight Management, LLC.
- 8 6. Front Sight Management, LLC Member distributions.
- 9 7. Front Sight Management, LLC Management.
- 10 8. Front Sight Management, LLC Management compensation.
- 11 9. Front Sight Management, LLC compensation of any and/or every kind to Ignatius
- 12 and/or Jennifer Piazza.
- 13 10. Front Sight Management, LLC compensation of any and/or every kind to Michael
- 14 Meacher.
- 15 11. Front Sight Management, LLC employees and/or independent contractors.
- 16 12. Discussions/communications of Michael Meacher/Ignatius Piazza prior to the
- 17 execution of the Construction Loan Agreement ("CLA").
- 18 13. Discussions/communications of Michael Meacher/Dr. Ignatius Piazza following
- 19 execution of the CLA and leading up to filing of the Notice of Default ("NOD").
- 20 14. Discussions/communications with Michael Meacher/Dr. Ignatius Piazza
- 21 subsequent to filing of NOD.
- 22 15. The status of the project.
- 23 16. Expenditures on the project.
- 24 17. Removal of the minimum raise CAP and evolution of the Senior Debt requirement.
- 25 18. Funding for the Project.
- 26 19. Fundraising for the Project, to include communications to Members.
- 27 20. The use of funding for the Project.
- 28 21. Finances of Front Sight

1           22.    Communications with Defendants prior to suit, including but not limited to  
2 Marketing Reports

3           23.    Front Sight Management, LLC’s financing options outside of EB-5, including but  
4 not limited to Wells Fargo and Bank of America.

5           24.    Front Sight Management, LLC’s EXECUTIVE SUMMARY dated March 12,  
6 2012.

7           25.    Front Sight Management, LLC’S research and due diligence on the EB5 industry.

8           26.    Front Sight Management, LLC’S involvement in drafting the PPM and other  
9 offering documents.

10          27.    Front Sight Management, LLC’S assertion, in the pleadings, that it had requested  
11 multiple times an accounting of how its payments to Defendants had been spent.

12          28.    Any specific expenditures that are believed to be false.

13          29.    Any specific expenditures that are believed to be improper.

14          30.    Front Sight Management, LLC’s meetings with SINOWEL principals.

15          31.    Front Sight Management, LLC’S contacts with other Regional Centers prior to and  
16 after signing the February 13, 2014 Engagement Letter.

17          32.    Front Sight Management, LLC’S record keeping policies, to include but not limited  
18 to the assertion of document destruction through a residential fire (the “Santa Rosa Wildfire”).

19          33.    Front Sight Management, LLC’s meetings or discussions with agents and/or  
20 investors.

21          34.    Front Sight Management, LLC’S assertion, in the pleadings, that it had requested  
22 multiple times an accounting of how its payments to Defendants had been spent.

23          35.    Front Sight Management, LLC’S involvement in any hacking into Dziubla and  
24 Stanwood retirement accounts.

25          36.    The Wells Fargo Phishing email.

26          37.    Front Sight Management, LLC’s involvement in sending a copy of a criminal  
27 complaint against Bob Dziubla to agents.

28          38.    Communications with Defendants regarding senior debt.

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- 39. Communications with Defendants regarding alleged breaches of CLA.
- 40. Due diligence performed by Front Sight Management, LLC prior to executing the CLA.
- 41. Front Sight Management, LLC’s interpretation of the CLA.
- 42. Discussions with Defendants regarding Senior debt.
- 43. Specific job descriptions for each employee or manager.
- 44. Job description and duties of the positions you assert were created pursuant to the CLA, and in support of the EB-5 program.
- 45. Facts/documents related to how any and all loan funds received by Front Sight were spent.
- 46. Plans, and alterations to plans, for the Project.
- 47. Rene Morales and the Morales entities, and their proffer of a \$36M LOC.
- 48. Existence and/or identification of documents related to the topics listed in this notice.

Oral examination will continue from day to day until completed. You are invited to attend and participate

Dated this 28<sup>th</sup> day of June, 2021.

HOGAN HULET PLLC  
 ss:// Kenneth E Hogan \_\_\_\_\_  
 KENNETH E. HOGAN  
*Attorneys for Defendants/Counterclaimants*

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John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

---

Kenneth E. Hogan, Esq.



EXHIBIT “26”

EXHIBIT “26”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"; "Traci Bixenmann"  
**Cc:** "Jamie Hendrickson"  
**Subject:** RE: No-go's for Dziubla  
**Date:** Monday, July 19, 2021 10:01:00 AM

---

More no-go information. Hirson's no-go dates as of this moment are:

August 10-23

September 6-8

September 15-17

His schedule changes rapidly, so the sooner we can get something locked down the better.

What's the status on Morales and the Piazzas?

Ken

---

**From:** ken@h2legal.com <ken@h2legal.com>  
**Sent:** Thursday, July 15, 2021 3:05 PM  
**To:** 'John Aldrich' <jaldrich@johnaldrichlawfirm.com>; 'Traci Bixenmann' <traci@johnaldrichlawfirm.com>  
**Cc:** 'Jamie Hendrickson' <jamie@johnaldrichlawfirm.com>  
**Subject:** No-go's for Dziubla

John, just following up:

Tuesdays are no-go for Dziubla/LVDF.

Further, in general, we'd like to consolidate his travel and pair your deposition of him with that of one of our depositions of your folks. I guess said plainly, travel for a solo result is a no-go, so I need to nail down when WE are taking depositions before we can nail down when it makes sense to bring him to Vegas.

Please get me the no-go dates for Morales, J Piazza, and I Piazza at your earliest convenience, and we can work the rest as things move forward.

Ken

EXHIBIT “27”

EXHIBIT “27”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** Perry Dealy  
**Date:** Tuesday, July 20, 2021 3:17:00 PM

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John,

I got word from Perry Dealy that he is not available on the date you set his deposition. He will be out of town on a family vacation planned six months ago, pre-paid along with vacation approvals for himself and wife from their employers.

He offers the following:

- Wednesday, Aug. 25th: 10-11AM or 2-5PM
- Thursday, Aug. 26th: 12:30-1:30PM or 3:30-5PM
- Monday, Aug. 30th: 11:30AM to 5PM

What's the status of availability for Morales and the Piazza deponents, including for the PMK deposition?

Keen

# EXHIBIT “28”

# EXHIBIT “28”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Front Sight depositions  
**Date:** Tuesday, July 27, 2021 2:08:00 PM

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John,

I need to push back on the Piazza's depositions. I can't believe that they're unavailable for a full two months. Please get me some dates in the range of August 16 through September 10 that we can proceed with their depositions (including the PMK depo for FSM). I need those by the end of this week.

Thanks,

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Thursday, July 22, 2021 1:53 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** Front Sight depositions

Hello Ken,

In furtherance of our attempts to coordinate the many depositions to be taken in this case, below is a compilation of everyone's responses regarding deposition availability on our side. These are current as of about a week ago.

Ignatius Piazza

- Available the last week of September

Jennifer Piazza

- Available the last week of September

Mike Meacher

- NOT available August 24
- Prefers any Tuesday or Friday in August or September

Rene Morales

- Awaiting response – we are following up with him again.

Doug Winters

- NOT available August 1-6, 13, 27, 30
- NOT available September 3, 7, 13-15

Kevin Kirkendall

- No dates NOT available; available mostly anytime

Catherine Holmes

- NOT available August 5-6
- NOT available September 17-30

Dave Evans

- NOT available August 18-27

In an effort to have all of the information in one place, here is a summary of what you've told me about the witnesses on your side as well:

Hirson

- NOT available August 10-23
- NOT September 6-8
- NOT September 15-17

Dziubla

- NOT available on Tuesdays
- Has requested that we coordinate other depositions to minimize his travel

Dealy

- NOT available as currently set due to family vacation
- He IS available on the following dates
  - Wednesday, Aug. 25th: 10-11AM or 2-5PM
  - Thursday, Aug. 26th: 12:30-1:30PM or 3:30-5PM
  - Monday, Aug. 30th: 11:30AM to 5PM
- **Tentatively, I am thinking August 25 at 3:00 p.m., if Fleming can do August 26, at 9:00 a.m. Please check with Mr. Dealy to see if that works**

Fleming

- Deposition will occur in San Diego per Judge Williams' order.
- Monday, July 26, 2021 does not work for him; we need new "no-go" dates from him. **I am looking at August 26, 2021 at 9:00 a.m. Please check with him to see if that works.**

Devine

- Currently set for August 20, 2021, but that date will not work if Dealy is not available and we have to put Dealy, Devine, and Fleming together.
- We have had to incur the cost of serving him with a subpoena.
- **Can you please assist us with asking him to accept service of the subpoena by e-mail so we don't have to incur that cost again?**
- **And can you please confirm with him that August 25 at 10:30 a.m. will work?**

I will probably have to sit down with a calendar and map this out to determine when all of these will happen. But in an effort to keep things moving forward, I wanted to give a comprehensive update in one place. Please let me know if you have any questions or want to discuss. Thanks.

John P. Aldrich, Esq.  
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Las Vegas, Nevada 89117  
[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
Tel (702) 853-5490  
Fax (702) 227-1975  
Visit us online at <http://www.johnaldrichlawfirm.com>

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EXHIBIT “29”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
**HOGAN HULET PLLC**  
1140 N Town Center Dr., Ste 300  
Las Vegas, Nevada 89144  
Telephone: 702-800-5482  
Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**THIRD AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: JENNIFER PIAZZA  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **20<sup>th</sup> day of August 2021**, at **9:00 o'clock a.m.**, at  
All American Court Reporters, 1160 N Town Center Dr #390, Las Vegas, NV 89144, Plaintiffs  
will take the stenographic deposition of Jennifer Piazza upon oral examination pursuant to Rules

1 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other  
2 officer authorized by law to administer oaths. Ms. Piazza's examination will continue from day to  
3 day until completed. You are invited to attend and cross-examine.

4 Dated this 3<sup>rd</sup> day of August 2021.

5 HOGAN HULET PLLC

6 ss:// Kenneth E Hogan \_\_\_\_\_  
7 KENNETH E. HOGAN  
8 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on August 3, 2021, a copy of the foregoing THIRD AMENDED NOTICE OF DEPOSITION OF JENNIFER PIAZZA was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.

# EXHIBIT “30”

# EXHIBIT “30”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
**HOGAN HULET PLLC**  
1140 N Town Center Dr., Ste 300  
Las Vegas, Nevada 89144  
Telephone: 702-800-5482  
Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**THIRD AMENDED NOTICE OF  
DEPOSITION OF IGNATIUS PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: IGNATIUS PIAZZA  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **25<sup>th</sup> day of August 2021**, at **9:00 o'clock a.m.**, at  
All American Court Reporters, 1160 N Town Center Dr #390, Las Vegas, NV 89144, Plaintiffs  
will take the video and stenographic deposition of Ignatius Piazza upon oral examination pursuant

1 to Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public and by video  
2 recording, or before some other officer authorized by law to administer oaths. Ignatius Piazza's  
3 examination will continue from day to day until completed. You are invited to attend and cross-  
4 examine.

5 Dated this 3<sup>rd</sup> day of August 2021.

6 HOGAN HULET PLLC

7 ss:// Kenneth E Hogan \_\_\_\_\_  
8 KENNETH E. HOGAN  
9 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on August 3, 2021, a copy of the foregoing THIRD AMENDED NOTICE OF DEPOSITION OF IGNATIUS PIAZZA was served on the following counsel of record and/or parties via the Court’s e-file system addressed as follows:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.



# EXHIBIT “31”

# EXHIBIT “31”

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ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**THIRD AMENDED NOTICE OF  
DEPOSITION OF FRONT SIGHT  
MANAGEMENT, LLC**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: FRONT SIGHT MANAGEMENT, LLC  
  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **1<sup>st</sup> day of September 2021**, at **9:00 o'clock a.m.**, at  
All American Court Reporters, 1160 N Town Center Dr #390, Las Vegas, NV 89144,  
Defendants/Counterclaimants will take the video and stenographic deposition of the NRCP

1 30(b)(6) representative(s) of Plaintiff/Counterdefendant Front Sight Management, LLC  
2 concerning the subject matters enumerated below, upon oral examination pursuant to Rules 26 and  
3 30, and specifically Rule 30(b)(6) of the Nevada Rules of Civil Procedure, before a Notary Public  
4 or before some other officer authorized by law to administer oaths. The deposition shall be  
5 recorded by either sound, sound-and-visual, and/or stenographic means.

6 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

- 7 1. Declarations entered into the record of this action on behalf of Front Sight.
- 8 2. Pleadings (claims, counterclaims, answers, and defenses) including but not  
9 limited to:
- 10 a. Facts/documents pertaining to the fraud claim against Michael Meacher/Rene  
11 Morales/the Morales Entities/Front Sight/Dr. Ignatius Piazza.
- 12 b. Facts/documents pertaining to the alleged transfers from Front Sight to Ignatius  
13 Piazza and Jennifer Piazza.
- 14 c. Facts/documents pertaining to the alleged transfers from Front Sight to the  
15 VNV Trusts.
- 16 d. Facts/documents pertaining to the alleged civil conspiracy between Front Sight,  
17 Rene Morales, the Morales Entities, Michael Meacher, Dr. Ignatius Piazza,  
18 Jennifer Piazza, and the VNV Trusts to defraud LVDF.
- 19 e. Facts/documents pertaining to any meetings between any Counterdefendant in  
20 furtherance of the alleged civil conspiracy to defraud LVDF.
- 21 f. Facts/documents pertaining to LVDF's waste claim and how the actions of  
22 Counterdefendants devalued the property or LVDF's investment therein.
- 23 g. Facts/documents pertaining to LVDF's intentional interference with contractual  
24 relations claim against Dr. Ignatius Piazza, Jennifer Piazza, and the VNV  
25 Trusts.
- 26 h. Facts/documents pertaining to LVDF's conversion claim against Dr. Ignatius  
27 Piazza/Jennifer Piazza and the VNV Trusts.
- 28 i. Facts/documents pertaining to LVDF's judicial foreclosure claims against Front

1 Sight. Facts/documents pertaining to Front Sight Management, LLC's  
2 solvency.

3 3. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested  
4 multiple times an accounting of how its payments to Defendants had been spent.

5 4. Front Sight Management, LLC's responses to discovery

6 5. Membership of Front Sight Management, LLC.

7 6. Front Sight Management, LLC Member distributions.

8 7. Front Sight Management, LLC Management.

9 8. Front Sight Management, LLC Management compensation.

10 9. Front Sight Management, LLC compensation of any and/or every kind to Ignatius  
11 and/or Jennifer Piazza.

12 10. Front Sight Management, LLC compensation of any and/or every kind to Michael  
13 Meacher.

14 11. Front Sight Management, LLC employees and/or independent contractors.

15 12. Discussions/communications of Michael Meacher/Ignatius Piazza prior to the  
16 execution of the Construction Loan Agreement ("CLA").

17 13. Discussions/communications of Michael Meacher/Dr. Ignatius Piazza following  
18 execution of the CLA and leading up to filing of the Notice of Default ("NOD").

19 14. Discussions/communications with Michael Meacher/Dr. Ignatius Piazza  
20 subsequent to filing of NOD.

21 15. The status of the project.

22 16. Expenditures on the project.

23 17. Removal of the minimum raise CAP and evolution of the Senior Debt requirement.

24 18. Funding for the Project.

25 19. Fundraising for the Project, to include communications to Members.

26 20. The use of funding for the Project.

27 21. Finances of Front Sight

28 22. Communications with Defendants prior to suit, including but not limited to

1 Marketing Reports

2 23. Front Sight Management, LLC's financing options outside of EB-5, including but  
3 not limited to Wells Fargo and Bank of America.

4 24. Front Sight Management, LLC's EXECUTIVE SUMMARY dated March 12,  
5 2012.

6 25. Front Sight Management, LLC'S research and due diligence on the EB5 industry.

7 26. Front Sight Management, LLC'S involvement in drafting the PPM and other  
8 offering documents.

9 27. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested  
10 multiple times an accounting of how its payments to Defendants had been spent.

11 28. Any specific expenditures that are believed to be false.

12 29. Any specific expenditures that are believed to be improper.

13 30. Front Sight Management, LLC's meetings with SINOWEL principals.

14 31. Front Sight Management, LLC'S contacts with other Regional Centers prior to and  
15 after signing the February 13, 2014 Engagement Letter.

16 32. Front Sight Management, LLC'S record keeping policies, to include but not limited  
17 to the assertion of document destruction through a residential fire (the "Santa Rosa Wildfire").

18 33. Front Sight Management, LLC's meetings or discussions with agents and/or  
19 investors.

20 34. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested  
21 multiple times an accounting of how its payments to Defendants had been spent.

22 35. Front Sight Management, LLC'S involvement in any hacking into Dziubla and  
23 Stanwood retirement accounts.

24 36. The Wells Fargo Phishing email.

25 37. Front Sight Management, LLC's involvement in sending a copy of a criminal  
26 complaint against Bob Dziubla to agents.

27 38. Communications with Defendants regarding senior debt.

28 39. Communications with Defendants regarding alleged breaches of CLA.

1 40. Due diligence performed by Front Sight Management, LLC prior to executing the  
2 CLA.

3 41. Front Sight Management, LLC's interpretation of the CLA.

4 42. Discussions with Defendants regarding Senior debt.

5 43. Specific job descriptions for each employee or manager.

6 44. Job description and duties of the positions you assert were created pursuant to the  
7 CLA, and in support of the EB-5 program.

8 45. Facts/documents related to how any and all loan funds received by Front Sight were  
9 spent.

10 46. Plans, and alterations to plans, for the Project.

11 47. Rene Morales and the Morales entities, and their proffer of a \$36M LOC.

12 48. Existence and/or identification of documents related to the topics listed in this  
13 notice.

14 Oral examination will continue from day to day until completed. You are invited to attend  
15 and participate

16 Dated this 3<sup>rd</sup> day of August 2021.

17 HOGAN HULET PLLC

18 ss:// Kenneth E Hogan \_\_\_\_\_

19 KENNETH E. HOGAN

20 *Attorneys for Defendants/Counterclaimants*

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**CERTIFICATE OF SERVICE**

I hereby certify that on August 3, 2021, a copy of the foregoing THIRD AMENDED NOTICE OF DEPOSITION OF FRONT SIGHT MANAGEMENT, LLC was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

---

Kenneth E. Hogan, Esq.

# EXHIBIT “32”

# EXHIBIT “32”



**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Depositions  
**Date:** Friday, August 6, 2021 3:37:00 PM

---

Works for me, John. Talk to you then.  
Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Friday, August 6, 2021 11:28 AM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Depositions

Hi Ken,

How about 2:00 p.m. on Monday?

John P. Aldrich, Esq.  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
Tel (702) 853-5490  
Fax (702) 227-1975  
Visit us online at <http://www.johnaldrichlawfirm.com>

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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Thursday, August 5, 2021 3:13 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Depositions

Let's talk Monday afternoon. I'm open at your convenience after 1:30pm.

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Wednesday, August 4, 2021 3:39 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** Depositions

Ken,

I tried to call you first thing this morning but did not reach you, so I decided I would try to keep this issue moving by sending an e-mail. Then we should discuss.

I am in receipt of the notices of deposition your office sent yesterday. Those included the following:

- Third Amended Notice of Deposition of Michael G. Meacher – now set for **September 8, 2021**
- Third Amended Notice of Deposition of 30(b)(6) Witness for Front Sight Management – now set for **September 1, 2021**
- Third Amended Notice of Deposition of Ignatius Piazza – now set for **August 25, 2021**
- Third Amended Notice of Deposition of Rene Morales – now set for **August 19**
- Third Amended Notice of Deposition of Jennifer Piazza – now set for **August 20, 2021**

Candidly, I was a little disappointed to receive these. I thought we were going to agree on dates and times and then set depositions. We have been working to coordinate depositions, but now Defendants just went ahead and sent these on their own. As set, they create conflicts. In my e-mail dated July 22, 2021, I listed out the then-current status of the various depositions, who was/was not available when, etc. You followed up once or twice with updates on certain people, but that is how far we had gotten.

Below I will list out a summary of where we were before yesterday's notices were sent out, as well as adding what was included in the notices you sent yesterday.

As you look below, you will see the following:

1. You set Rene Morales' deposition for August 19. You had asked Mr. Morales for available dates, and we had not hear back from him, so I could not provide those to you. We have let him know about the notice and will notify you if there are any issues.
2. You set Jennifer Piazza's deposition for August 20 in Las Vegas. Currently, that is the date that Ethan Devine and Perry Dealy are supposed to be deposed. So unless and until we have new dates from you on behalf of Dealy and Devine, that date is taken. We agreed to accommodate them but have not received word back on our newly proposed dates. I will check to see if she is available; I do not know if she is because they gave me availability at the end of September.
3. You set Dr. Piazza's deposition for August 25 in Las Vegas. In my July 22 e-mail, I asked if August 25 would work for Perry Dealy, who has been properly subpoenaed but asked me to accommodate his family vacation. Ethan Devine was also properly served for August 20, but I asked if you could help coordinate moving his deposition to August 25 as well, as we will already be in San Diego for Jon Fleming's deposition on August 26. All of that was being coordinated because Judge Williams said Fleming's deposition would happen in San Diego because the other

two were as well. So as we sat waiting for Defendants to confirm information for us, they went ahead and set depositions on days we were holding for us to take depositions in San Diego.

**Please help me understand why Defendants have decided we don't get to take those depositions as tentatively planned.**

4. You set the NRCP 30(b)(6) deposition for September 1. If Dr. Piazza is to attend Jennifer's, his own, and the PMK depositions, he will have to travel to Las Vegas three different times. That is an unreasonable ask, and candidly, does not feel like Defendants are acting in good faith, but rather, trying to make Dr. Piazza and/or Front Sight incur unnecessary travel expenses. As noted in my July 22 e-mail, Mr. Dziubla asked that we coordinate to reduce his travel. We have agreed to do that; we ask Defendants do the same. And, as with Jennifer, I will see if Dr. Piazza is available on this date because it is not within the time frame they said they were available (for all three dates). Finally, September 1 is one of the dates you told me Mr. Dziubla is not available (in case he wanted to attend).
5. You set Mike Meacher's deposition on September 8 in Las Vegas. September 8 is a **Wednesday**. Mr. Meacher provided very reasonable availability – any **Tuesday** or **Friday** in August or September except August 24. We also advised his deposition needed to be by Zoom due to a recent surgery. We ask that you re-notice that deposition within those parameters. Additionally, if you will please let me know what days you are thinking about, I will let you know if I also am available.
6. Two people were left off the July 22 e-mail – Kyle Scott and Simone Williams. Subpoenas have been sent out. Those depositions are set for August 27 (Kyle Scott – subpoena out for service) and August 26 (Simone Williams – still waiting for DC court to issue subpoena), both via Zoom. It appears that we will need to figure out when those are really going to happen as well.

Regarding the depositions of witnesses on your side, we need to set those listed below (and described above). We thought we were waiting on confirmation for Dealy and Devin in San Diego on August 25 and Fleming in San Diego on August 26. That will probably require us to move Simone Williams unless August 26 does not work for Fleming, which will require moving all three of those depositions. And there is always the possibility that Ms. Williams will insist on August 26. If that happens, will we double track depositions that day and have other lawyers from our offices handle Ms. Williams' deposition? Is that possible on your side? And Kyle Scott should happen on August 27.

I would like to finish Dziubla's deposition, and since I have agreed to accommodate his travel around other depositions, let's discuss when he is available as well.

I would like to take Hirson's deposition on **September 9 or 13**.

As for Sean Flynn, we are still waiting for a service address here in Las Vegas. We have the subpoena ready to go. We intend to set that deposition on either **September 9 or 13** as well. It is possible that we can do both on one day, maybe starting at 9:00 a.m. for Hirson and 11:00 a.m. for Flynn.

Please let us know regarding Dealy, Fleming, Flynn, Dziubla, and Hirson (as explained above).

I have a case in Idaho and will need to attend a mediation in Idaho during September. I need to be able to coordinate that as well.

We should discuss all of these items and try to coordinate all of the depositions at the same time.

Please let me know your availability for a call. thanks.

John

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**PLAINTIFF'S SIDE:**

Ignatius Piazza

- **NRCP 30(B)(6) DEPO CURRENTLY SET FOR SEPTEMBER 1 IN LAS VEGAS**
- **DEPO CURRENTLY SET FOR AUGUST 25 IN LAS VEGAS**
- Available the last week of September

Jennifer Piazza

- **CURRENTLY SET FOR AUGUST 20 IN LAS VEGAS**
- Available the last week of September

Mike Meacher

- **CURRENTLY SET FOR WEDNESDAY, SEPTEMBER 8 IN LAS VEGAS**
- NOT available August 24
- Must be by Zoom due to recent surgery
- Prefers any **Tuesday** or **Friday** in August or September

Rene Morales

- **CURRENTLY SET FOR AUGUST 19 IN LAS VEGAS**
- Awaiting response – we are following up with him again.

Doug Winters

- NOT available August 1-6, 13, 27, 30
- NOT available September 3, 7, 13-15

Kirkendall

- No dates NOT available; available mostly anytime

Catherine Holmes

- NOT available August 5-6
- NOT available September 17-30

Dave Evans

- NOT available August 18-27

**DEFENDANTS' SIDE:**

Hirson

- NOT available August 10-23
- NOT September 6-8
- NOT September 15-17

Robert Dziubla

NOT available on Tuesdays

- NOT available August 16 or August 27-September 1
- NOT available September 20
- Has requested that we coordinate other depositions to minimize his travel

Perry Dealy

- **DEPO CURRENTLY SET FOR AUGUST 20 IN SAN DIEGO**
- California Subpoena issued and served to Dealy
- We have had to incur the cost of serving him with a subpoena.
- NOT available as currently set due to family vacation
- He IS available on the following dates
  - Wednesday, Aug. 25th: 10-11AM or 2-5PM
  - Thursday, Aug. 26th: 12:30-1:30PM or 3:30-5PM
  - Monday, Aug. 30th: 11:30AM to 5PM
- **Tentatively, I am thinking August 25 at 3:00 p.m., if Fleming can do August 26, at 9:00 a.m. Please check with Mr. Dealy to see if that works**

Jon Fleming

- Deposition will occur in San Diego per Judge Williams' order.
- We need new "no-go" dates from him.
- **I am looking at August 26, 2021 at 9:00 a.m. Please check with him to see if that works.**

Ethan Devine

- **DEPO CURRENTLY SET FOR AUGUST 20 IN SAN DIEGO**
- California Subpoena issued and served to Devine
- Currently set for August 20, 2021, but that date will not work if Dealy is not available and we have to put Dealy, Devine, and Fleming together.
- We have had to incur the cost of serving him with a subpoena.
- **Can you please assist us with asking him to accept service of the subpoena by e-mail so we don't have to incur that cost again?**
- **And can you please confirm with him that August 25 at 10:30 a.m. will work?**

Sean Flynn

- Is in Las Vegas now
- **Need service address for Subpoena**

Simone Williams

- Tentatively set for August 26 via Zoom
- Awaiting issued Subpoena from District of Columbia; once received will send out for service to Williams

Kyle Scott

- Tentatively set for August 27 via Zoom

Arizona Subpoena issued and is out for service to Scott

---

John P. Aldrich, Esq.

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EXHIBIT “33”

EXHIBIT “33”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Follow-up on Deposition Scheduling  
**Date:** Wednesday, August 11, 2021 4:47:00 PM

---

Thanks, John.

- One question I can answer now is the Zoom structure for the Piazza depositions. I'm with you, in that I'm more comfortable with in-person structures, but I don't want to have to bother the court again over this stuff, so I'm willing to be flexible. I'd say if they'll sit as scheduled, we'll agree to do it by Zoom. If they fight about dates again, and we're then all going to court again anyway on a Motion for Protective Order or Motion to Compel, I'd push to have them done in person – even if we all have to go to TX.
- You tell me whether you want to take Dziubla on the 26<sup>th</sup> and Fleming on the 27<sup>th</sup>. If so, I'll coordinate it. If you think you can get Dziubla done on half day the 27<sup>th</sup>, we'll leave it alone. Your call on that one (and yes I understand we've also got Kyle Scott remote on the 27<sup>th</sup>. I'll split this with Jeff, so no worries).
- Yes, the VNV deposition arose based on your recent discovery inquiries. We'd like to set that for September 3, so while you're coordinating with Piazza (who I'd agree would be the likely suspect for PMK) see if that works.
- The issue on Devine is what?...the start time, or does he not know about the date change – or both? I can coordinate those issues, but it wasn't entirely clear so if there's something else let me know.
- I'll clean up the other questions you raised and get back to you, but I think we're actually making progress. Oddly, at this point, that's uncomfortable.

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Wednesday, August 11, 2021 4:10 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Follow-up on Deposition Scheduling

Ken,

Thanks for getting back to me on this. My comments are below in **bold**.

John P. Aldrich, Esq.  
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Fax (702) 227-1975



Visit us online at <http://www.johnaldrichlawfirm.com>

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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Tuesday, August 10, 2021 3:45 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Subject:** Follow-up on Deposition Scheduling

John, Traci:  
Update on yesterday's discussion:

FLYNN:

Flynn's LV address:

95 Broken Rock Dr,  
Henderson, NV  
89074-1041.

Dates of availability: 9/23, 9/24, 9/30 (in order of preference)

**Thanks for the address. We will get back to you shortly, but I am confident that one of those dates will work.**

FLEMING:

He can do the 26<sup>th</sup>, but see Dziubla below

DZIUBLA:

He can do the 27<sup>th</sup>, but only to 1pm (he has a hearing in a related matter in CA). Since you're only doing a half-day, maybe that's OK but one option is to swap him onto the 26<sup>th</sup> where he's more open and do Fleming on the 27<sup>th</sup>? Fleming said he can make it work if you want to go that route but needs to know ASAP.

**Regarding Dziubla and Fleming, I am fine switching them around and taking the rest of Dziubla's on August 26 and Fleming's on August 27. Those will happen in San Diego, assuming that Piazzas and Front Sight's PMK will be remote or in Texas.**

DEALY:

His 3pm start is a stated preference and may work just fine, but with sufficient notice he could, *if necessary*, start earlier (around 1:30). Let me know.

**A 3:00 p.m. start time for Mr. Dealy should work. We had discussed taking Ethan Devine's deposition earlier that day at 9:00 a.m. Can you coordinate that? We need to get all 4 depositions done on one trip to San Diego.**

MORALES:

Still planning to get him done on the 19<sup>th</sup>. We'll see how that goes.

**I am still working to confirm his availability on that date.**

J PIAZZA and I PIAZZA and PMK of FSM and VNV: We can, in a pinch, do the depositions via Zoom. Please confirm the dates we've noticed thus far and I'll alter the notices accordingly. As to VNV Trusts, who will be their 30b6 witness?

**When you say "in a pinch" we can do the depositions remotely, what do you mean? Is there still a chance they will be in person? Will they be in Texas? If so, we should put them on the same week to reduce travel. And I am still trying to confirm the Piazzas' availability as currently set. Also, this is the first you have mentioned a PMK for the VNV Trusts. I will have to find out who that will be, but I assume it will be Ignatius Piazza.**

MEACHER:

We'll move him onto the 10<sup>th</sup> for his convenience.

**Thank you. And do you agree to do it remotely?**

If there's anything else I owe you, let me know. If we can at least get these locked in, we can move on to Part Deux and figure out all the experts.

**Need to know about Ethan Devine, as referenced above.**

**And just to be clear about August 27, we have served Kyle Scott for a Zoom deposition that day. We talked about double tracking that day; I will have Jamie Hendrickson take Kyle Scott's deposition while I will be taking Fleming's (or Dziubla's if we don't change the day) that day.**

Ken

EXHIBIT “34”

EXHIBIT “34”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"; "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Depos?  
**Date:** Monday, August 16, 2021 12:11:00 PM

---

Thanks.

As to the Piazzas, please provide some documentation of the daughter's surgery (hospital discharge papers or something unintrusive of the like) so that we can avoid motions over this.

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Monday, August 16, 2021 11:24 AM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com); Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Depos?

Ken,

Morales is a go this Wednesday.

As for the Piazza dates, I have been informed that Ignatius and Jennifer Piazza are not available in August. Their daughter had (or is having, not sure) surgery and they will need to care for her over the next couple of weeks. I have asked for alternative dates in September.

Regarding Flynn, any of the three days he gave is fine, so given that you gave me dates in order of preference, we will go with September 23 at 9:00 a.m. I believe that was his #1 preference. Two questions:

1. Because he is a third-party, we will have to subpoena him. Are you able to accept service of the subpoena on his behalf, or do we need to send it out for service?
2. Normally we would have to file a Notice of Intent to Subpoena. Will you agree to waive that? Just let me know; if needed, we can give formal notice, there is time. Waiver would just save us a step.

With regard to Meacher, thank you for agreeing to move his deposition from September 8 to September 10 (a Friday). Will you please confirm it will be by Zoom? We will watch for the amended notice and send it to Mr. Meacher once we have it.

Call me if you want to discuss.

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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>

**Sent:** Monday, August 16, 2021 10:38 AM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>

**Subject:** Depos?

John,

I really need to know what's going on with the Morales and Piazza/PMK depositions. I've got reporters to book and Bob is anxious about booking travel for the Morales depo. Please get back to me today.

Ken

# EXHIBIT “35”

# EXHIBIT “35”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"; "Jamie Hendrickson"  
**Subject:** Piazza Motion for Protective Order  
**Date:** Friday, August 20, 2021 3:36:00 PM

---

John,

I saw you had to go ahead and file your Motion. That said, it's all rather moot with a hearing date at close of discovery.

I'd still like to see the reasons the Piazzas **are not** available in the first two weeks of September. If they have good and valid reasons, we may be able to avoid me filing for an OST on that Motion and fighting about it. As I mentioned, to support your client's position you're going to need to file a declaration stating the reasons for unavailability, so why not just share those reasons now so we can figure out what makes sense, here.

Can you please try to get me that information?...it's in everyone's best interests.

Thanks,

Ken

# EXHIBIT “36”

# EXHIBIT “36”



**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"  
**Subject:** RE: Delay re Expert  
**Date:** Friday, August 27, 2021 9:24:00 AM

---

Let me know what you are thinking on this. Also, have you heard anything from the Piazzas as to why they're not available through early/earlier September?  
Ken

---

**From:** Ken Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Thursday, August 26, 2021 9:44 AM  
**To:** 'John Aldrich' <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** 'Traci Bixenmann' <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Subject:** Delay re Expert

John,

My wife had a medical procedure yesterday and it didn't go well. She's been essentially immobile since, and needing care.

That said I will not be able to make the expert disclosures, and given that we have a deposition setting tomorrow, it'll be likely the weekend before I can get them processed and out. Just wanted you to know so you can do the same. I'd prefer just to set them for Monday. Let me know.

*Kenneth E. Hogan, Esq.*

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Las Vegas, Nevada 89144

Telephone and Fax: 702-800-5482

[www.h2legal.com](http://www.h2legal.com)

EXHIBIT “37”

EXHIBIT “37”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Front Sight depositions  
**Date:** Wednesday, September 8, 2021 11:47:00 AM

---

She's doing better, thanks...got the feeling back in her legs after a week and can now scurry about as she pleases. Weird stress-inducing week, though, having her all but incapacitated. Scary. I'm thinking we may not go with that procedure again.

I'll sit down and look through the calendar at this point and see what I can propose, but I don't see how we can get everything done in the time remaining. May need to extend discovery a month, and I'll talk with Bob about that.

I'll get a proposal for you, starting with the Piazza and PMK depositions end of month through early October – and to that end, what is their availability AFTER the last week of September. I'll take a couple depositions that week, but I'll need something in early October as well to finish them up. We'll set Meacher after that and move on from there.

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Tuesday, September 7, 2021 11:18 AM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** Front Sight depositions

Hello Ken,

I hope your wife is doing better, and I hope you had a good long weekend. I am writing to address some outstanding deposition issues.

1. Mike Meacher. You initially set his deposition for tomorrow. After discussions, you agreed to move it to a Tuesday or Friday and by Zoom (I believe you agreed to Zoom too), but I have not seen a new Notice of Deposition yet. Please let me know your intentions there.
2. San Diego depositions. On August 23 I asked about doing them either October 5-7 or September 28-30 (although I believe these may be the dates for the Piazzas). Please let me know if either of those dates will work for the San Diego depositions and if you can coordinate and accept service of the subpoenas (for those who need to be subpoenaed).
3. Expert depositions. What is each of your experts' availability the week of either October 18 or 25? I only need about an hour apiece (90 minutes tops), so we can set them at 9:00 and 10:30 a.m. (for morning depositions) and 1:30 and 3:00 p.m. for afternoon depositions.
4. Flynn deposition. After our prior discussions, Flynn gave us three dates he was available in order of preference. We will notice his deposition for September 23 at 9:00 a.m., which was his #1 preference. Two questions about Flynn:
  - a. Because he is a third-party, we will have to subpoena him. Are you able to accept service of the subpoena on his behalf, or do we need to send it out for service?
  - b. Normally we would have to file a Notice of Intent to Subpoena. Will you agree to waive

that? It is starting to get tight on time if we have to file notice of intent.

Please let me know at your earliest convenience. If you want to discuss, please give me a call on my cell. Thanks.

John P. Aldrich, Esq.  
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# EXHIBIT “38”

# EXHIBIT “38”

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Nevada Bar No.10083  
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ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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.

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

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

**FOURTH AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

TO: JENNIFER PIAZZA  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **30<sup>th</sup> day of September 2021**, at **9:00 o'clock a.m.**  
**PST**, via ZOOM conferencing, with Deponent appearing at a Court Reporter near her home to be  
determined through discussion among counsel, Las Vegas Development Fund, LLC will take the

1 stenographic deposition of Jennifer Piazza upon oral examination pursuant to Rules 26 and 30 of  
2 the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer  
3 authorized by law to administer oaths. Ms. Piazza's examination will continue from day to day  
4 until completed. You are invited to attend and cross-examine.

5 Dated this 15<sup>th</sup> day of September 2021.

6 HOGAN HULET PLLC

7 ss:// Kenneth E Hogan \_\_\_\_\_  
8 KENNETH E. HOGAN  
9 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 15, 2021, a copy of the foregoing FOURTH AMENDED NOTICE OF DEPOSITION OF JENNIFER PIAZZA was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.



# EXHIBIT “39”

# EXHIBIT “39”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
**HOGAN HULET PLLC**  
1140 N Town Center Dr., Ste 300  
Las Vegas, Nevada 89144  
Telephone: 702-800-5482  
Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**FOURTH AMENDED NOTICE OF  
DEPOSITION OF IGNATIUS PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: IGNATIUS PIAZZA  
  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **1st day of October 2021**, at **9:00 o'clock a.m., PST**,  
via ZOOM conferencing, with Deponent appearing at a Court Reporter near his home to be  
determined through discussion among counsel, Las Vegas Development Fund, LLC will take the

1 stenographic and/or videotaped deposition of Ignatius Piazza upon oral examination pursuant to  
2 Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some  
3 other officer authorized by law to administer oaths. The examination will continue from day to  
4 day until completed. You are invited to attend and cross-examine.

5 Dated this 15<sup>th</sup> day of September 2021.

6 HOGAN HULET PLLC

7  
8 ss:// Kenneth E Hogan  
9 KENNETH E. HOGAN  
10 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 15, 2021, a copy of the foregoing FOURTH AMENDED NOTICE OF DEPOSITION OF IGNATIUS PIAZZA was served on the following counsel of record and/or parties via the Court’s e-file system addressed as follows:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

---

Kenneth E. Hogan, Esq.

# EXHIBIT “40”

# EXHIBIT “40”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Cc:** "Traci Bixenmann"; "Jamie Hendrickson"  
**Subject:** RE: Confirmation of our call today  
**Date:** Tuesday, September 21, 2021 3:07:00 PM

---

John,

I'm a little frustrated that you noticed depositions through October without first confirming two additional dates in October on which your clients would be available. That has been problematic for months and in good faith should have been solved first. I've repeatedly asked over the past couple weeks for a couple more dates so we can clarify what's going on and get the rest of the schedule set.

As of now, having presented no alternative dates, it appears you intend to have them appear on the 30<sup>th</sup> and 1<sup>st</sup>, and then on the two October dates. That's fine if that's what's going on, but the communications on that are not clear. As it stands, I'll operate on that belief until your client provides two additional dates in October in exchange for the two end of month depositions presently noticed.

With that, we're going to go ahead and stipulate to the discovery extension of 45-days and move the stack to March. If you can please draft that up I'd appreciate it as we are still in the process of moving.

Please get me the two additional October dates, and then we can talk through scheduling the balance of depositions during the extended discovery period.

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Friday, September 17, 2021 5:06 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Confirmation of our call today

Ken,

I am becoming concerned that the stipulation to extend discovery deadlines is not going to materialize. It certainly makes sense to extend and move the trial, given the Court's comments earlier this week.

But because we are short on time, I am going to set the depositions that I definitely need. If we end up extending and somebody needs a change in the date, we will try to be flexible; I certainly would prefer a less compressed schedule. But for now, I am going to set depositions. Given the time constraints, several of them will be by Zoom. Here is what you will see come through on Monday:

**October 6**

- John Barrett – 1:00 p.m. by Zoom

**October 7**

- David Hirson – 9:00 a.m. by Zoom
- Jeffery Porter – 1:00 p.m. by Zoom

**October 12**

- Robert Dziubla – 9:00 a.m. in person in San Diego

**October 13**

- Jon Fleming – 9:00 a.m. in person in San Diego

**October 15**

- Sean Flynn – 9:00 a.m. in person in Las Vegas

**October 20**

- Simone Williams – 10:00 a.m. by Zoom

**October 25**

- Perry Dealy – 9:00 a.m. by Zoom
- Ethan Devine – 1:00 p.m. by Zoom

**October 26**

- Matthew Schulz – 9:00 a.m. by Zoom
- Paul Zimmer – 1:00 p.m. by Zoom

With regard to Devine and Dealy, please confirm you will accept service of the amended subpoena for those witnesses. As for the expert witnesses, I expect those depositions will take an hour or less. There is a chance one or two might go to 90 minutes, but I doubt it.

Regarding the Motion for Protective Order, it seems like a moot issue at this point. I certainly hope there will not be a countermotion, given that Defendants never even opposed the motion prior to the hearing asking for an advanced hearing. A countermotion would not be in good form at this point.

Let me know if you want to discuss.

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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Visit us online at <http://www.johnaldrichlawfirm.com>

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please contact the sender immediately and destroy all copies of the original message.

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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Friday, September 17, 2021 3:50 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Confirmation of our call today

Thanks, John:

It'll certainly be easier to sell with all four dates in place. Otherwise, the push would be to do the Piazzas as presently noticed and get the PMKs on the 18<sup>th</sup> and 19<sup>th</sup>. In the end, I think we'll stipulate to the extension, it's more a matter of what happens from there. I was hoping to have the dates for all four depositions finally nailed down so I know whether or not to prepare an Opps on the Motion for Protective Order or we can let that one go.

By the way, I'm sending the Kyle Scott email attachments, attached. The only redaction is investor names on the 526 forms.

I'm about 250 pages into the Redaction log (250 pages of source documents, not the size of the log). I wanted to get it done today but just can't. Had to stick at home this morning because of the fire and it backed things up. It'll have to wait until Monday (or Tuesday if I have to file an Opps on Monday).

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Friday, September 17, 2021 3:05 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Confirmation of our call today

Ken,

I have asked Naish for more days. I propose that you move the two depositions you set yesterday to October 18 and 19 and I will let you know when I receive additional dates Naish (as Front Sight's PMK and VNV's PMK) is available.

With regard to stipulating to move the discovery deadline and trial 45 days, are you going to insist on firm dates for Front Sight's PMK and VNV's PMK before you will agree, or will you/Defendants agree now that you at least have dates for Ignatius and Jennifer?



John P. Aldrich, Esq.  
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Visit us online at <http://www.johnaldrichlawfirm.com>

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---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Friday, September 17, 2021 10:22 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Confirmation of our call today

I can't do all four depositions in two days...what do they have immediately thereafter?

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Friday, September 17, 2021 9:46 AM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Confirmation of our call today

Ken,

Ignatius and Jennifer Piazza are available October 18 and 19. They are in Dallas.

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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Visit us online at <http://www.johnaldrichlawfirm.com>

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**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Thursday, September 16, 2021 3:56 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Confirmation of our call today

One more thing...in what city will we be targeting the Piazza depositions?

---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Thursday, September 16, 2021 2:59 PM  
**To:** 'John Aldrich' <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** 'Traci Bixenmann' <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; 'Jamie Hendrickson' <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Confirmation of our call today

Is it possible to do Devine by Zoom?

---

**From:** [ken@h2legal.com](mailto:ken@h2legal.com) <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Thursday, September 16, 2021 2:52 PM  
**To:** 'John Aldrich' <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** 'Traci Bixenmann' <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; 'Jamie Hendrickson' <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Confirmation of our call today

John,  
My comments imbedded in below, **bolded**.  
Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Wednesday, September 15, 2021 1:19 PM  
**To:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>

**Subject:** Confirmation of our call today

Ken,

This correspondence will confirm our conversation today following this morning's hearing. We discussed several issues, including the following:

1. Depositions.
  - a. You have asked for dates in October (preferably early October) for the depositions of Ignatius Piazza, Jennifer Piazza, Front Sight, and the VNV Trusts. I will reach out to the Piazzas for their availability and get back to you. **Yes, if we can get dates in early October (meaning throughout the first two weeks) to take the depositions of J and I, plus FSM and VNV, I'll continue the depositions I noticed yesterday, and beyond that, we can stipulate to extend discovery 45 days as discussed. To me, that'll moot the need for the Motion for Protective Order and Opposition. Can you let me know the status before COB tomorrow? I'd rather not spend the weekend drafting an Opposition if we're going to get this resolved through actual cooperation.**
  - b. San Diego depositions, including Dziubla, Fleming, Dealy, and Devine. You indicated you would reach out to those four witnesses and let me know their availability in October so we can get those depositions taken. I intend to do Devine and Dealy's on the same day, Dziubla's a different day, and Fleming's a different day, which is how they were set previously. We need to do it all in one trip to San Diego, so we are contemplating 3 consecutive days. **I'm working on that, awaiting replies, but scheduling consecutive days may be difficult.**
  - c. Flynn deposition. You indicated you will obtain additional dates from Mr. Flynn so that we can take his deposition here in Las Vegas, also in October. **Yes, that one should be easier.**
  - d. Experts. For now, the intention is to take the expert depositions following the other depositions we are working on. However, depending on how our discussions go about extending discovery and the trial, we may have no choice but to start setting those depositions as well. **Right, but I think if we can get some cooperation from the Piazza's, we'll approve the stip for a 45 day extension.**
2. Possible extension of discovery deadlines and trial. We talked about the fact that because we are running out of time, and given Judge Williams' comment (related to a different matter while we were waiting for our hearing) that a trial on our current setting may be difficult, we will each approach our clients about possibly extending the discovery deadline again and moving the trial to either the March 7, 2022 stack or the one immediately following that. In short, if we decide to move the trial just one stack to March 7, 2022, we would extend discovery 45 days. If we decide to move it two stacks, we would extend discovery 75 days. But we both need authority from our clients before we can finalize anything. **I need to know what's up the Piazzas before I can productively have the discussion, but yes, that accurately represents our discussion.**

3. Kyle Scott documents. I previously sent you an EDCR 2.34 letter on this topic. We discussed the following:
- a. Redactions – you advised that Mr. Dziubla will not agree to remove the redactions in these documents. Consequently, we will begin preparing a motion to compel. **I'm working on a redaction log. Let's view that and discuss before you need to get into a Motion. I should have it done over the weekend.**
  - b. Attachments – you advised that you have asked Kyle Scott for the attachments and he is checking to make sure he has them. I indicated that Mr. Scott had better have them, because they clearly were available to him when he provided the documents based on how they appear in the emails. At any rate, you indicated that you expect to have them by Friday and hopefully have them disclosed to us by Friday as well. I asked if you would redact the attachments; you said you could not answer that until after you have seen them. I advised that if there are redactions, we will include that as part of our motion to compel.
  - c. Privilege log – you advised that you will also provide a privilege log related to the Kyle Scott documents, hopefully by Friday, but the latest by this coming Monday. I expressed my concern with Defendants' prior privilege logs (before your time) and their inadequacies. I asked you to please provide a proper privilege log that clearly asserts the basis for the privilege, or a citation to a court order if you assert it applies. You said you would do that. **I will work it – not a "privilege log" per se, but a redaction log with the page, the redaction, and the basis for the redaction.**

If this is not your understanding of our conversation, or if I have left anything out that you feel is material, please let me know so we can confirm any misunderstanding.

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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EXHIBIT “41”

EXHIBIT “41”

**From:** [ken@h2legal.com](mailto:ken@h2legal.com)  
**To:** "John Aldrich"  
**Subject:** Status on Scott log  
**Date:** Thursday, September 23, 2021 1:39:00 PM

---

I'm in depo today, but will put out the Scott Log tomorrow.

Also, would you please clarify what's going on with the Piazza/PMK depositions?

Lastly, we should talk.

Ken

# EXHIBIT “42”

# EXHIBIT “42”

**From:** [Kenneth Hogan](#)  
**To:** [John Aldrich](#); [Jamie Hendrickson](#); [Traci Bixenmann](#)  
**Subject:** Zimmer  
**Date:** Tuesday, October 5, 2021 3:31:00 PM

---

Zimmer is I am not available on Oct. 26. But can be available on Oct. 28 and 29 at the same start time. If these dates do not work, I can provide some alternative dates.  
Also, following up again on two dates in October we can do the Piazzas as individuals. Let me know.  
Ken



# EXHIBIT “43”

# EXHIBIT “43”

**From:** [Kenneth Hogan](#)  
**To:** [John Aldrich](#); [Traci Bixenmann](#)  
**Subject:** RE: Your draft SAO to extend  
**Date:** Thursday, October 7, 2021 2:54:00 PM

---

Was this ever submitted to Court?

Also, please have the Piazzas hold the week of Nov 15 open...I'll be noticing depositions on those dates given that they have not provided dates in October.

With that, you can withdraw your motion for protective order.

Ken

---

**From:** Kenneth Hogan  
**Sent:** Thursday, September 30, 2021 10:55 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Subject:** Your draft SAO to extend

I've reviewed the draft stipulation to extend discovery and you're clear to affix my electronic signature.

Ken

*Kenneth E. Hogan, Esq.*  
HOGAN HULET, PLLC  
1140 N Town Center Drive, Ste 300  
Las Vegas, NV 89144  
Tel: 702-800-5482 x 103  
[www.h2legal.com](http://www.h2legal.com)

# EXHIBIT “44”

# EXHIBIT “44”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
**HOGAN HULET PLLC**  
10501 Gowan Rd, Ste 260  
Las Vegas, Nevada 89129  
Telephone: 702-800-5482  
Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**FIFTH AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: JENNIFER PIAZZA  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **15<sup>th</sup> day of November 2021**, at **10:00 o'clock a.m.**  
**CST (8:00 PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the

1 stenographic deposition of Jennifer Piazza upon oral examination pursuant to Rules 26 and 30 of  
2 the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer  
3 authorized by law to administer oaths. Ms. Piazza's examination will continue from day to day  
4 until completed. You are invited to attend and cross-examine.

5 Dated this 8<sup>th</sup> day of October 2021.

6 HOGAN HULET PLLC

7 ss:// Kenneth E Hogan \_\_\_\_\_  
8 KENNETH E. HOGAN  
9 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on October 8, 2021, a copy of the foregoing FIFTH AMENDED NOTICE OF DEPOSITION OF JENNIFER PIAZZA was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

---

Kenneth E. Hogan, Esq.

# EXHIBIT “45”

# EXHIBIT “45”

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KENNETH E. HOGAN  
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Telephone: 702-800-5482  
Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**FIFTH AMENDED NOTICE OF  
DEPOSITION OF IGNATIUS PIAZZA**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: IGNATIUS PIAZZA  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **16<sup>th</sup> day of November 2021**, at **10:00 o'clock a.m.**  
**CST (8:00 PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
Pacific Ave., Suite 1000, Dallas, TX 75201,, Las Vegas Development Fund, LLC will take the



1 stenographic and/or videotaped deposition of Ignatius Piazza upon oral examination pursuant to  
2 Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some  
3 other officer authorized by law to administer oaths. The examination will continue from day to  
4 day until completed. You are invited to attend and cross-examine.

5 Dated this 8<sup>th</sup> day of October 2021.

6 HOGAN HULET PLLC

7  
8 ss:// Kenneth E Hogan  
9 KENNETH E. HOGAN  
10 *Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

I hereby certify that on October 8, 2021, a copy of the foregoing FIFTH AMENDED NOTICE OF DEPOSITION OF IGNATIUS PIAZZA was served on the following counsel of record and/or parties via the Court’s e-file system addressed as follows:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.

# EXHIBIT “46”

# EXHIBIT “46”

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KENNETH E. HOGAN  
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10501 Gowan Rd., Ste 260  
Las Vegas, Nevada 89129  
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Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**FOURTH AMENDED NOTICE OF  
DEPOSITION OF FRONT SIGHT  
MANAGEMENT, LLC**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: FRONT SIGHT MANAGEMENT, LLC  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **17<sup>th</sup> day of November 2021**, at **10:00 o'clock a.m.**  
**CST (8:00 PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
Pacific Ave., Suite 1000, Dallas, TX 75201, Defendants/Counterclaimants will take the video and

1 stenographic deposition of the NRCP 30(b)(6) representative(s) of Plaintiff/Counterdefendant  
2 Front Sight Management, LLC concerning the subject matters enumerated below, upon oral  
3 examination pursuant to Rules 26 and 30, and specifically Rule 30(b)(6) of the Nevada Rules of  
4 Civil Procedure, before a Notary Public or before some other officer authorized by law to  
5 administer oaths. The deposition shall be recorded by either sound, sound-and-visual, and/or  
6 stenographic means.

7 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

- 8 1. Declarations entered into the record of this action on behalf of Front Sight.
- 9 2. Pleadings (claims, counterclaims, answers, and defenses) including but not  
10 limited to:
- 11 a. Facts/documents pertaining to the fraud claim against Michael Meacher/Rene  
12 Morales/the Morales Entities/Front Sight/Dr. Ignatius Piazza.
- 13 b. Facts/documents pertaining to the alleged transfers from Front Sight to Ignatius  
14 Piazza and Jennifer Piazza.
- 15 c. Facts/documents pertaining to the alleged transfers from Front Sight to the  
16 VNV Trusts.
- 17 d. Facts/documents pertaining to the alleged civil conspiracy between Front Sight,  
18 Rene Morales, the Morales Entities, Michael Meacher, Dr. Ignatius Piazza,  
19 Jennifer Piazza, and the VNV Trusts to defraud LVDF.
- 20 e. Facts/documents pertaining to any meetings between any Counterdefendant in  
21 furtherance of the alleged civil conspiracy to defraud LVDF.
- 22 f. Facts/documents pertaining to LVDF's waste claim and how the actions of  
23 Counterdefendants devalued the property or LVDF's investment therein.
- 24 g. Facts/documents pertaining to LVDF's intentional interference with contractual  
25 relations claim against Dr. Ignatius Piazza, Jennifer Piazza, and the VNV  
26 Trusts.
- 27 h. Facts/documents pertaining to LVDF's conversion claim against Dr. Ignatius  
28 Piazza/Jennifer Piazza and the VNV Trusts.

- 1 i. Facts/documents pertaining to LVDF's judicial foreclosure claims against Front
- 2 Sight. Facts/documents pertaining to Front Sight Management, LLC's
- 3 solvency.
- 4 3. Front Sight Management, LLC'S assertion, in the pleadings, that it had requested
- 5 multiple times an accounting of how its payments to Defendants had been spent.
- 6 4. Front Sight Management, LLC's responses to discovery
- 7 5. Membership of Front Sight Management, LLC.
- 8 6. Front Sight Management, LLC Member distributions.
- 9 7. Front Sight Management, LLC Management.
- 10 8. Front Sight Management, LLC Management compensation.
- 11 9. Front Sight Management, LLC compensation of any and/or every kind to Ignatius
- 12 and/or Jennifer Piazza.
- 13 10. Front Sight Management, LLC compensation of any and/or every kind to Michael
- 14 Meacher.
- 15 11. Front Sight Management, LLC employees and/or independent contractors.
- 16 12. Discussions/communications of Michael Meacher/Ignatius Piazza prior to the
- 17 execution of the Construction Loan Agreement ("CLA").
- 18 13. Discussions/communications of Michael Meacher/Dr. Ignatius Piazza following
- 19 execution of the CLA and leading up to filing of the Notice of Default ("NOD").
- 20 14. Discussions/communications with Michael Meacher/Dr. Ignatius Piazza
- 21 subsequent to filing of NOD.
- 22 15. The status of the project.
- 23 16. Expenditures on the project.
- 24 17. Removal of the minimum raise CAP and evolution of the Senior Debt requirement.
- 25 18. Funding for the Project.
- 26 19. Fundraising for the Project, to include communications to Members.
- 27 20. The use of funding for the Project.
- 28 21. Finances of Front Sight

1           22.    Communications with Defendants prior to suit, including but not limited to  
2 Marketing Reports

3           23.    Front Sight Management, LLC’s financing options outside of EB-5, including but  
4 not limited to Wells Fargo and Bank of America.

5           24.    Front Sight Management, LLC’s EXECUTIVE SUMMARY dated March 12,  
6 2012.

7           25.    Front Sight Management, LLC’S research and due diligence on the EB5 industry.

8           26.    Front Sight Management, LLC’S involvement in drafting the PPM and other  
9 offering documents.

10          27.    Front Sight Management, LLC’S assertion, in the pleadings, that it had requested  
11 multiple times an accounting of how its payments to Defendants had been spent.

12          28.    Any specific expenditures that are believed to be false.

13          29.    Any specific expenditures that are believed to be improper.

14          30.    Front Sight Management, LLC’s meetings with SINOWEL principals.

15          31.    Front Sight Management, LLC’S contacts with other Regional Centers prior to and  
16 after signing the February 13, 2014 Engagement Letter.

17          32.    Front Sight Management, LLC’S record keeping policies, to include but not limited  
18 to the assertion of document destruction through a residential fire (the “Santa Rosa Wildfire”).

19          33.    Front Sight Management, LLC’s meetings or discussions with agents and/or  
20 investors.

21          34.    Front Sight Management, LLC’S assertion, in the pleadings, that it had requested  
22 multiple times an accounting of how its payments to Defendants had been spent.

23          35.    Front Sight Management, LLC’S involvement in any hacking into Dziubla and  
24 Stanwood retirement accounts.

25          36.    The Wells Fargo Phishing email.

26          37.    Front Sight Management, LLC’s involvement in sending a copy of a criminal  
27 complaint against Bob Dziubla to agents.

28          38.    Communications with Defendants regarding senior debt.

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- 39. Communications with Defendants regarding alleged breaches of CLA.
- 40. Due diligence performed by Front Sight Management, LLC prior to executing the CLA.
- 41. Front Sight Management, LLC’s interpretation of the CLA.
- 42. Discussions with Defendants regarding Senior debt.
- 43. Specific job descriptions for each employee or manager.
- 44. Job description and duties of the positions you assert were created pursuant to the CLA, and in support of the EB-5 program.
- 45. Facts/documents related to how any and all loan funds received by Front Sight were spent.
- 46. Plans, and alterations to plans, for the Project.
- 47. Rene Morales and the Morales entities, and their proffer of a \$36M LOC.
- 48. Existence and/or identification of documents related to the topics listed in this notice.

Oral examination will continue from day to day until completed. You are invited to attend and participate

Dated this 8<sup>th</sup> day of October 2021.

HOGAN HULET PLLC  
 ss:// Kenneth E Hogan \_\_\_\_\_  
 KENNETH E. HOGAN  
*Attorneys for Defendants/Counterclaimants*



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**CERTIFICATE OF SERVICE**

I hereby certify that on October 8, 2021, a copy of the foregoing FOURTH AMENDED NOTICE OF DEPOSITION OF FRONT SIGHT MANAGEMENT, LLC was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.

EXHIBIT “47”

EXHIBIT “47”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
**HOGAN HULET PLLC**  
10501 Gowan Rd., Ste 260  
Las Vegas, Nevada 89129  
Telephone: 702-800-5482  
Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**NOTICE OF DEPOSITION OF VNV  
DYNASTY TRUST I**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: VNV DYNASTY TRUST I  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **18<sup>th</sup> day of November 2021**, at **10:00 o'clock a.m.**  
**CST (8:00 PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
Pacific Ave., Suite 1000, Dallas, TX 75201, Defendants/Counterclaimants will take the video and

1 stenographic deposition of the NRCP 30(b)(6) representative(s) of Plaintiff/Counterdefendant  
2 Front Sight Management, LLC concerning the subject matters enumerated below, upon oral  
3 examination pursuant to Rules 26 and 30, and specifically Rule 30(b)(6) of the Nevada Rules of  
4 Civil Procedure, before a Notary Public or before some other officer authorized by law to  
5 administer oaths. The deposition shall be recorded by either sound, sound-and-visual, and/or  
6 stenographic means.

7 Topical areas for this deposition will be provided under separate cover.

8 Oral examination will continue from day to day until completed. You are invited to attend  
9 and participate

10 Dated this 8<sup>th</sup> day of October 2021.

11

HOGAN HULET PLLC

12

ss:// Kenneth E Hogan \_\_\_\_\_

13

KENNETH E. HOGAN

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*Attorneys for Defendants/Counterclaimants*

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**CERTIFICATE OF SERVICE**

I hereby certify that on October 8, 2021, a copy of the foregoing NOTICE OF DEPOSITION OF VNV Dynasty Trust I was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

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Kenneth E. Hogan, Esq.

# EXHIBIT “48”

# EXHIBIT “48”

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KENNETH E. HOGAN  
Nevada Bar No.10083  
**HOGAN HULET PLLC**  
10501 Gowan Rd., Ste 260  
Las Vegas, Nevada 89129  
Telephone: 702-800-5482  
Facsimile: 702-800-5482  
ken@h2legal.com

*Attorneys for Defendants/Counterclaimants*  
LAS VEGAS DEVELOPMENT FUND LLC; 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

**NOTICE OF DEPOSITION OF VNV  
DYNASTY TRUST II**

\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

TO: VNV DYNASTY TRUST II  
C/O: ALDRICH LAW FIRM, LTD  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com  
John P. Aldrich, Esq.

PLEASE TAKE NOTICE that on the **19<sup>th</sup> day of November 2021**, at **10:00 o'clock a.m.**  
**CST (8:00 PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
Pacific Ave., Suite 1000, Dallas, TX 75201, Defendants/Counterclaimants will take the video and

1 stenographic deposition of the NRCP 30(b)(6) representative(s) of Plaintiff/Counterdefendant  
2 Front Sight Management, LLC concerning the subject matters enumerated below, upon oral  
3 examination pursuant to Rules 26 and 30, and specifically Rule 30(b)(6) of the Nevada Rules of  
4 Civil Procedure, before a Notary Public or before some other officer authorized by law to  
5 administer oaths. The deposition shall be recorded by either sound, sound-and-visual, and/or  
6 stenographic means.

7 Topical areas for this deposition will be provided under separate cover.

8 Oral examination will continue from day to day until completed. You are invited to attend  
9 and participate

10 Dated this 8<sup>th</sup> day of October 2021.

11

HOGAN HULET PLLC

12

ss:// Kenneth E Hogan \_\_\_\_\_

13

KENNETH E. HOGAN

14

*Attorneys for Defendants/Counterclaimants*

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**CERTIFICATE OF SERVICE**

I hereby certify that on October 8, 2021, a copy of the foregoing NOTICE OF DEPOSITION OF VNV Dynasty Trust II was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

---

Kenneth E. Hogan, Esq.

# EXHIBIT “49”

# EXHIBIT “49”

1 KENNETH E. HOGAN  
 Nevada Bar No.10083  
 2 **HOGAN HULET PLLC**  
 10501 Gowan Rd., Ste 260  
 3 Las Vegas, Nevada 89129  
 Telephone: 702-800-5482  
 4 Facsimile: 702-800-5482  
 ken@h2legal.com  
 5

*Attorneys for Defendants/Counterclaimants*  
 6 LAS VEGAS DEVELOPMENT FUND LLC; EB5  
 IMPACT CAPITAL REGIONAL CENTER LLC;  
 7 EB5 IMPACT ADVISORS LLC; ROBERT W.  
 DZIUBLA; JON FLEMING; and LINDA  
 8 STANWOOD

9  
 10 **DISTRICT COURT**  
 11 **CLARK COUNTY, NEVADA**

12 FRONT SIGHT MANAGEMENT LLC, a  
 13 Nevada Limited Liability Company,  
 14  
 Plaintiff,

15 vs.

16 LAS VEGAS DEVELOPMENT FUND LLC, a  
 Nevada Limited Liability Company; et al.,  
 17  
 Defendants.  
 18

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

**SUPPLEMENT TO NOTICES OF  
 DEPOSITION OF VNV DYNASTY  
 TRUST I and VNV DYNASTY TRUST II**

19  
 20 AND ALL RELATED COUNTERCLAIMS.

21 TO: VNV DYNASTY TRUST II  
 22 C/O: ALDRICH LAW FIRM, LTD  
 7866 West Sahara Avenue  
 23 Las Vegas, Nevada 89117  
 24 jaldrich@johnaldrichlawfirm.com  
 John P. Aldrich, Esq.

25 PLEASE TAKE NOTICE that the topical areas for the deposition of both Trusts will be:

- 26 1. Formation of the Trust  
 27 2. Persons related to the Trust  
 28

- 1           3. Documentation forming the Trusts
- 2           4. Amendments to the Trusts
- 3           5. Funds deposited into the Trusts
- 4           6. Funds disbursed from the Trusts
- 5           7. Assets of the Trusts
- 6           8. Record keeping of the Trusts
- 7           9. Tax filings of the Trusts
- 8           10. Related Trusts

9           Dated this 4<sup>th</sup> day of November, 2021.

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HOGAN HULET PLLC

ss:// Kenneth E Hogan \_\_\_\_\_  
KENNETH E. HOGAN  
*Attorneys for Defendants/Counterclaimants*

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**CERTIFICATE OF SERVICE**

I hereby certify that on November 4, 2021, a copy of the foregoing Supplement to NOTICE OF DEPOSITION OF VNV Dynasty Trust I and VNV Dynasty Trust II was served on the following counsel of record and/or parties via the Court’s e-file system to the attention of:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

*ss:// Kenneth E. Hogan*

---

Kenneth E. Hogan, Esq.

EXHIBIT “50”

EXHIBIT “50”

**From:** [Kenneth Hogan](#)  
**To:** [John Aldrich](#); [Nicole Lovelock](#); [Traci Bixenmann](#)  
**Cc:** [Jamie Hendrickson](#)  
**Subject:** RE: Addressing various items  
**Date:** Friday, November 12, 2021 3:18:00 PM  
**Attachments:** [image001.png](#)

---

John,

As to the depositions, upon the extension to Feb 11, I hereby vacate the depositions next week including Jennifer's on Monday, so that we can address first via ROGs.

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Friday, November 12, 2021 3:14 PM  
**To:** Kenneth Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Addressing various items

Ken and Nicole,

This will briefly confirm our call earlier this afternoon.

Regarding discovery cut-off, I have authority to agree to extend discovery cut-off as far as February 11, 2022. As we discussed, we will need to discuss motion deadlines, etc., because that is a tight timeline for an April trial setting.

Regarding Jennifer's deposition that is currently scheduled for this coming Monday, that will be vacated because we have agreed to the extension of discovery cut-off. Additionally, you agreed that you will send interrogatories for Jennifer to answer, possibly in anticipation of not needing to take her deposition. You have not agreed that you will not depose her, but you agreed to start with interrogatories and then we will discuss. **Please confirm this is correct and the deposition that is set for Monday will be vacated.**

As for Dr. Piazza's deposition dates, the depositions next week will be vacated, and they will be re-set. You would prefer they occur in December; the dates Dr. Piazza gave me were the week of January 17, 2022. I will get back to you on those dates next week. But it is my understanding that the depositions set for next week are not going to happen. **Please confirm this is correct.**

You desire to take the depositions of Dr. Piazza and the PMKs before our experts, so those will not occur until later.

We also discussed Sean Flynn. We agreed we will further discuss him in the next week or so. You need to know if he intends to retain his own counsel.

We talked briefly about Nicole's responses about the three letters I had sent regarding Defendants'

discovery responses. We will circle back on those items later.

Nicole advised me that there are a few pages of the unredacted documents that will be provided that are protected by the attorney-client privilege, and you will be providing a privilege log related to those documents. We will discuss that issue more fully once I have seen the documents and the privilege log.

I have tried to touch on the items we discussed. Please confirm the depositions will be vacated, particularly Jennifer's, as it is set for Monday.

If I left anything out, feel free to supplement my email. Thanks for taking the time to talk this afternoon.

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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Visit us online at <http://www.johnaldrichlawfirm.com>

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---

**From:** Kenneth Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Friday, November 12, 2021 12:13 PM  
**To:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Subject:** RE: Addressing various items

Sure.

---

**From:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>  
**Sent:** Friday, November 12, 2021 11:31 AM  
**To:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** Kenneth Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>; John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Subject:** Re: Addressing various items



Yes

On Nov 12, 2021, at 11:22 AM, Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)> wrote:

I just spoke with John – John got delayed a little bit on the road and might not be available until 2:00. Will that work for everyone?

**Traci Bixenmann**

Firm Administrator and  
Legal Assistant to John P. Aldrich, Esq.,  
Catherine Hernandez, Esq. and  
Jamie S. Hendrickson, Esq.  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)  
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---

**From:** Kenneth Hogan  
**Sent:** Friday, November 12, 2021 10:37 AM  
**To:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Subject:** RE: Addressing various items

John,  
1:30 is good, thanks. Let's use the following dial-in:  
**Dial-in Number**  
(267) 930-4000  
**Host (Hogan)**  
626-321-131  
**Participants**

313-160-565

---

**From:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>  
**Sent:** Friday, November 12, 2021 8:32 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Kenneth Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Subject:** RE: Addressing various items

Works for me.

**PLEASE NOTE OUR NEW ADDRESS**

Nicole E. Lovelock, Esq.



6600 Amelia Earhart Ct., Suite C  
Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E [nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)

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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Friday, November 12, 2021 8:21 AM  
**To:** Kenneth Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Subject:** RE: Addressing various items

Good morning Ken,

I should be available at 1:30 p.m. today. Will that work?

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:** Kenneth Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Sent:** Thursday, November 11, 2021 2:50 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>  
**Subject:** RE: Addressing various items

John,

In your travels, would have time for a phone discussion either this evening or tomorrow afternoon with Nicole and me? Let us know what time works for you and we'll send a dial-in for the discussion.

Ken

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Wednesday, November 10, 2021 1:06 PM  
**To:** Kenneth Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** Addressing various items

Ken and Nicole,

I am going to address several outstanding issues all within this e-mail. I think consolidating some of these items into one place makes it easier to communicate.

Defendants' request for a stipulation to extend discovery again

Before I address the substance of the request, I note that with the exception of this last time, each time we have asked for a stipulation to extend discovery, that request has been denied and we have had to file a motion. That motion was granted each time. Additionally, we have tried for months to coordinate depositions. We have provided dates for experts multiple times. We have provided multiple dates that the Piazzas

were available. I went into that in some detail in an email to Ken on October 27, 2021. Even since that correspondence, Defendants have not set any depositions. All of this leaves me inclined to decline to stipulate to extend the discovery.

Then, yesterday I received Nicole's response regarding the three outstanding EDCR 2.34 letters, and she indicated that Defendants will only respond to the Interrogatories from Front Sight as Counterdefendant and from Dr. Piazza as an individual Counterdefendant if we agree to extend discovery. While I can see an argument why LVDF should not have to answer those Interrogatories without a court order (although I am certain the Court will grant a motion), there is absolutely no basis to refuse to answer Dr. Piazza's Interrogatories. But I am reminded that Mr. Dziubla only likes to agree to things if there is a *quid pro quo* going on. All of this leads me to the following proposal:

We will stipulate to extend discovery from the current deadline of December 10, 2021 to January 21, 2022 based on the following conditions:

1. Defendants answer the discovery discussed in my letter dated February 5, 2021 (Counterdefendant Front Sight's Interrogatories to LVDF and Counterdefendant Ignatius Piazza's Interrogatories to LVDF), as outlined in Nicole's email of Monday, November 8, 2021. I will address Nicole response to the July 29, 2021 letter separately, and I cannot address the August 6, 2021 letter until I hear back from Nicole later today.
2. The following will occur regarding the depositions next week:
  - a. Defendants will agree to take the deposition of Jennifer Piazza off calendar, without us having to file a motion for protective order. Her inclusion in this litigation is just harassment, as evidenced by Mr. Dziubla's testimony, where, for example, he said:

Q [by me]: ...You are alleging that Jennifer misappropriated the loan proceeds?

A [by Mr. Dziubla]: I don't know that -- I have no personal knowledge that she did. But she and her husband are married and together, they benefited from the marital estate into which they put 15 or \$20 million and also paid off the Holocheck [sic] note on which they were personal guarantors.

October 13, 2021 deposition transcript, at p. 20, l. 22 – p. 21, l. 4.

- b. The depositions of Ignatius Piazza, PMK of FS (also Dr. Piazza), PMK of VNV Trust I (also Piazza), and PMK of VNV Trust II (also Piazza) will be moved to the week of January 17, 2022. I note that Mr. Dziubla has "double-booked" Dr. Piazza. Dr. Piazza is set to be deposed on Thursday, November 18, 2021 in the California case, and he needs Wednesday, November 17, 2021 to prepare for that deposition. Given he is preparing

for that deposition, there is insufficient time for him to prepare for his own deposition and three PMK depositions. Unlike Mr. Dziubla, who reviewed exactly zero documents in preparation for four different PMK depositions, Dr. Piazza will be there prepared to answer questions.

3. Defendants will agree to provide Sean Flynn, all documents described in the prior stipulated order, and his expert file (unless you are going to assert he was just a consulting expert; if that becomes Defendants' position, we reserve the right to challenge that). In providing documents from Flynn, if Defendants redact or withhold any information, they will produce a privilege/redaction log that complies with Nevada law simultaneously with the production of the documents, and that production of documents will occur at least five (5) business days before his deposition. I will address the Flynn issues below separately, so as not to convolute the conditions portion of this email.
4. To help facilitate the depositions Defendants want to take, we (someone from our office) will be available for you to take the depositions of Meacher and the experts, as their availability matches, next week. Additionally, although I am supposed to be out of town from November 29-December 4, Jamie Hendrickson, Esq., of my office can be available to participate in expert depositions that week. We can confirm whether any of the witnesses have availability the week of November 29 if you wish to take depositions that week; the only caveat is that I want to attend Mr. Meacher's deposition, so it cannot occur that week (but he has two available dates next week). Those concessions will actually make it so you can finish the depositions you want to take well before Christmas, with the exception of Dr. Piazza's various depositions.

#### Sean Flynn/Motion for Protective Order

Regarding Sean Flynn, to explain more fully our position, as you know from our prior correspondence, including my October 27, 2021 email, this has been a source of frustration. Defendants identified him as an expert witness long ago, and only recently de-designated him. We understood he was going to be an expert and we have asked for his entire file. I stand by that request, because he produced a report, and I am entitled to his entire file. At the same time, given the Defendants now no longer intend to use him as an expert, can you please clarify for me whether you are going to withhold portions of his file on the basis of a privilege?

If you go back to the latest subpoena that we issued in this case, and to which Defendants did not object, you will see that the top of our Exhibit A makes reference to a court Order from December 18, 2019. That Order is also attached as Exhibit E to the subpoena. At the time that Order was entered, Defendants had not yet identified Flynn as an expert. They objected to our first subpoena, and we ultimately agreed to a stipulation. That stipulation encompasses numbers 1 and 2 in the original subpoena, and then further clarifies that Mr. Flynn will provide the items identified in paragraphs 3 and 4. All of that is clearly set forth in Exhibit E to the subpoena. For the time being, we will agree to what is listed in that stipulation, but if Defendants withhold any

information on any basis, that basis must be described in a privilege log that complies with Nevada law. That includes any portions of Mr. Flynn's expert witness file that are not provided to us, and the basis for withholding that information.

With that understanding, and if Defendants will agree, then we can move forward with Mr. Flynn's deposition and take the motion for protective order off calendar. We would, of course, expect that Defendants will accept service of the subpoena and not make us continue to try and catch him.

Please let me know where you stand on this issue as soon as possible because we have an opposition to the motion for protective order due very soon (Friday, I believe).

Response to LVDF's October 26, 2021 letter

As you know, when we spoke last Thursday, November 4, 2021, you asked for my client's position with regard to the October 26, 2021 letter from Mr. Dziubla to Front Sight regarding "EB-5 prove-up due." In that letter, Mr. Dziubla asks for five separate items related to EB-5 reporting.

1. "Annual report of expenditures on the project, showing amounts at least equal to the amount of money Lender has disbursed to Borrower have been spent on the Project; this will include appropriate backup documentation, such as copies of major invoices & payment receipts, major contracts, bank statements, etc."

**Front Sight long ago provided reports of expenditures on the project that show amounts in excess of the amount Lender disbursed. LVDF last provided funds in 2018. Front Sight more than met this long ago.**

2. "Annual report of payroll records and 1-9 records - Borrower shall require its contractors to provide quarterly employment records (form 941) so that the information available for its submissions to Lender."

**The purpose of these documents is to establish job creation. Documents were already provided to establish far in excess of the required number of jobs.**

3. "Annual report of actual number of full-time jobs (35 hours per week minimum) at the Project."

**The purpose of these documents is to establish job creation. Documents were already provided to establish far in excess of the required number of jobs.**

4. "Federal / state quarterly employment tax returns."

**The purpose of these documents is to establish job creation. Documents were already provided to establish far in excess of the required number of jobs.**

5. "Annual limited liability company income tax returns for the prior calendar year."

**Front Sight will provide these, which will be confidential pursuant to the Protective Order. I do not have a date yet when I will have them.**

Please let me know if you have any questions about this response.

Discovery served yesterday

In the discovery that was served last night to us, I noticed that you inserted a 14-day deadline in the introductory paragraph in all three sets (RFAs, ROGs and RFPDs). However, per the Court's order, that 14-day deadline only applies to RFPDs. Therefore, I have calendared the 14-day deadline for the RFPDs, making responses due November 23, 2021, and a 30-day deadline per the rule for the ROGs and RFAs for December 9, 2021. **Please let me know if you disagree with these calendaring dates. Otherwise, I will assume there is no dispute.**

Let me know if you want to discuss any of these items. I am leaving today at 3:00 p.m., but I can be available on my cell until 3:30, or we can talk tomorrow morning (if you are working). I will be traveling but expect to be able to talk while I drive.

John P. Aldrich, Esq.  
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Las Vegas, Nevada 89117  
[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
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Visit us online at <http://www.johnaldrichlawfirm.com>

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EXHIBIT “51”

EXHIBIT “51”



**From:** [Lorie Januskevicius](#)  
**To:** [Julie Linton](#)  
**Subject:** FW: Front Sight Depo Schedule.  
**Date:** Tuesday, December 28, 2021 7:27:34 AM  
**Attachments:** [image001.png](#)  
[image001.png](#)

---

**PLEASE NOTE OUR NEW ADDRESS**

***Lorie A. Januskevicius***

*Litigation Paralegal*



6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

P (702) 805-8450 ext. 6  
F (702) 805-8451  
E [ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)

(SENT FROM CENTRAL TIME ZONE)

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---

**From:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>  
**Sent:** Thursday, December 23, 2021 3:15 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; Jori Spangler <[jspangler@joneslovelock.com](mailto:jspangler@joneslovelock.com)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>; Ken Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** Re: Front Sight Depo Schedule.

Thanks John. We will get the notices out on Monday and can move them around if needed.

On Dec 23, 2021, at 3:07 PM, John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)> wrote:

Nicole,

I am in receipt of your proposed deposition schedule. Given that they are our witnesses, I assume you want us to coordinate these dates. We have not been asked to confirm them before now.

We will reach out to each of the expert witnesses to see if they are available as you have requested. I will do the same for Mr. Meacher. I also need to confirm with Dr. Piazza that he is still available on January 17, as he gave that date weeks ago but his deposition was not set. I have no idea if Jennifer Piazza is available on February 9.

At any rate, we will reach out to each of these people and let you know once we hear back from them. Given the holidays, I suspect it may be a week or more before we hear back, but I will let you know as soon as I can.

I will also check my own schedule, as this obviously takes up quite a bit of time over a three-week period. I also note that we already have depositions set February 9 and 10 in this case for the immigrant investor agents. I just mention that because we may have to double-track the depositions on those days.

I will get back to you when I can.

John P. Aldrich, Esq.  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
Tel (702) 853-5490  
Fax (702) 227-1975  
Visit us online at <http://www.johnaldrichlawfirm.com>

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---

**From:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>  
**Sent:** Wednesday, December 22, 2021 2:42 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; Jori Spangler <[jspangler@joneslovelock.com](mailto:jspangler@joneslovelock.com)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Subject:** Front Sight Depo Schedule.

John,

This is our planned deposition schedule. We will be getting notices out soon. If you need dates moved, let me know as soon as possible. We want to keep the fact witnesses in this order.

Jan 17: Ignatius Piazza  
Jan 19: 30(b)(6) Witness for Front Sight Management  
Jan 20: 30(b)(6) Witness for VNV Dynasty Trust I; 30(b)(6) Witness for VNV  
Dynasty Trust II  
Jan 25: Michael G. Meacher  
Jan 28: Catherine DeBono Holmes (Plaintiff Expert)  
Feb 1: Douglas S. Winters (Plaintiff Expert)  
Feb 4: Kevin B. Kirkendall (Plaintiff Expert)  
Feb 8: David R. Evans (Plaintiff Expert)  
Feb 9: Jennifer Piazza

Thanks,

**PLEASE NOTE OUR NEW ADDRESS**

**Nicole E. Lovelock, Esq.**



6600 Amelia Earhart Ct., Suite C  
Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E [nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)

*CONFIDENTIALITY NOTICE: This e-mail transmission (and/or the attachments accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. The information is intended only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. Please promptly notify the sender by reply e-mail, and then destroy all copies of the transmission.*

EXHIBIT “52”

EXHIBIT “52”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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**DEPO**

Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187

Justin C. Jones, Esq.  
Nevada Bar No. 8519

**JONES LOVELOCK**

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Kenneth E. Hogan, Esq.  
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**HOGAN HULET PLLC**

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ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, 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.: 16

**SIXTH AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

AND ALL RELATED CLAIMS.

TO: JENNIFER PIAZZA

C/O: ALDRICH LAW FIRM, LTD  
John P. Aldrich, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 PLEASE TAKE NOTICE that on the **9th day of February 2022**, at **11:00 o'clock a.m. CST**  
2 (**9:00 a.m. PST**), via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
3 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
4 and stenographic deposition of Jennifer Piazza upon oral examination pursuant to Rules 26 and 30  
5 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer  
6 authorized by law to administer oaths. The deposition shall be recorded by either sound, sound-and-  
7 visual, and/or stenographic means.

8 Ms. Piazza's examination will continue from day to day until completed. You are invited to  
9 attend and cross-examine.

10 DATED this 27<sup>th</sup> day of December 2021.

/s/ Nicole E. Lovelock

Nicole E. Lovelock, Esq.

Nevada Bar No. 11187

Justin C. Jones, Esq.

Nevada Bar No. 8519

**JONES LOVELOCK**

6600 Amelia Earhart Court, Suite C

Las Vegas, Nevada 89119

and

Kenneth E. Hogan, Esq.

Nevada State Bar No. 10083

**HOGAN HULET PLLC**

10501 W. Gowan Rd., Suite 260

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*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC,  
Robert W. Dziubla, Jon Fleming and Linda Stanwood*

23 ///

24 ///

25 ///

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 27<sup>th</sup> day of December 2021, I caused the foregoing **SIXTH AMENDED NOTICE OF DEPOSITION OF JENNIFER PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
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EXHIBIT “53”

EXHIBIT “53”



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**DEPO**  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Justin C. Jones, Esq.  
Nevada Bar No. 8519  
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*Attorneys for Las Vegas Development  
Fund, LLC, 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.: 16

**SIXTH AMENDED NOTICE OF  
DEPOSITION OF IGNATIUS PIAZZA**

AND ALL RELATED CLAIMS.

TO: IGNATIUS PIAZZA

C/O: ALDRICH LAW FIRM, LTD  
John P. Aldrich, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 PLEASE TAKE NOTICE that on the **17th day of January 2022**, at **11:00 o'clock a.m. CST**  
2 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
3 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
4 and stenographic deposition of Ignatius Piazza upon oral examination pursuant to Rules 26 and 30  
5 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer  
6 authorized by law to administer oaths. The deposition shall be recorded by either sound, sound-and-  
7 visual, and/or stenographic means.

8 Mr. Piazza's examination will continue from day to day until completed. You are invited to  
9 attend and cross-examine.

10 DATED this 27<sup>th</sup> day of December 2021.

11 /s/ Nicole E. Lovelock  
12 Nicole E. Lovelock, Esq.  
13 Nevada Bar No. 11187  
14 Justin C. Jones, Esq.  
15 Nevada Bar No. 8519  
16 **JONES LOVELOCK**  
17 6600 Amelia Earhart Court, Suite C  
18 Las Vegas, Nevada 89119  
19 and  
20 Kenneth E. Hogan, Esq.  
21 Nevada State Bar No. 10083  
22 **HOGAN HULET PLLC**  
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*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC,  
Robert W. Dziubla, Jon Fleming and Linda Stanwood*

23 ///  
24 ///  
25 ///

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 27<sup>th</sup> day of December 2021, I caused the foregoing **SIXTH AMENDED NOTICE OF DEPOSITION OF IGNATIUS PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

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John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

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EXHIBIT “54”

EXHIBIT “54”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
2 Nicole E. Lovelock, Esq.  
3 Nevada State Bar No. 11187  
4 Justin C. Jones, Esq.  
5 Nevada Bar No. 8519  
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21 *Attorneys for Las Vegas Development*  
22 *Fund, LLC, EB5 Impact Capital Regional*  
23 *Center, LLC, EB5 Impact Advisors, LLC,*  
24 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

20 Plaintiff,

21 vs.

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

24 Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**FIFTH AMENDED NOTICE OF  
DEPOSITION OF FRONT SIGHT  
MANAGEMENT, LLC**

**AND ALL RELATED CLAIMS.**

25 TO: FRONT SIGHT MANAGEMENT, LLC

26 C/O: ALDRICH LAW FIRM, LTD  
27 John P. Aldrich, Esq.  
28 7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 PLEASE TAKE NOTICE that on the **19th day of January 2022**, at **11:00 o'clock a.m. CST**  
2 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
3 Pacific Ave., Suite 1000, Dallas, TX 75201, Defendants/Counterclaimants will take the video and  
4 stenographic deposition of the NRCP 30(b)(6) representative(s) of Plaintiff/Counterdefendant Front  
5 Sight Management, LLC concerning the subject matters enumerated below, upon oral examination  
6 pursuant to Rules 26 and 30, and specifically Rule 30(b)(6) of the Nevada Rules of Civil Procedure,  
7 before a Notary Public or before some other officer authorized by law to administer oaths. The  
8 deposition shall be recorded by either sound, sound-and-visual, and/or stenographic means.

9 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

- 10 1. Declarations entered into the record of this action on behalf of Front Sight.
- 11 2. Pleadings (claims, counterclaims, answers, and defenses) including but not limited to:
  - 12 a. Facts/documents pertaining to the fraud claim against Michael Meacher/Rene
  - 13 Morales/the Morales Entities/Front Sight/Dr. Ignatius Piazza;
  - 14 b. Facts/documents pertaining to the alleged transfers from Front Sight to Ignatius
  - 15 Piazza and Jennifer Piazza;
  - 16 c. Facts/documents pertaining to the alleged transfers from Front Sight to the VNV
  - 17 Trusts;
  - 18 d. Facts/documents pertaining to the alleged civil conspiracy between Front Sight,
  - 19 Rene Morales, the Morales Entities, Michael Meacher, Dr. Ignatius Piazza,
  - 20 Jennifer Piazza, and the VNV Trusts to defraud LVDF;
  - 21 e. Facts/documents pertaining to any meetings between any Counterdefendant in
  - 22 furtherance of the alleged civil conspiracy to defraud LVDF;
  - 23 f. Facts/documents pertaining to LVDF's waste claim and how the actions of
  - 24 Counterdefendants devalued the property or LVDF's investment therein;
  - 25 g. Facts/documents pertaining to LVDF's intentional interference with contractual
  - 26 relations claim against Dr. Ignatius Piazza, Jennifer Piazza, and the VNV Trusts;
  - 27 h. Facts/documents pertaining to LVDF's conversion claim against Dr. Ignatius
  - 28 Piazza/Jennifer Piazza and the VNV Trusts;

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- 1           i.       Facts/documents pertaining to LVDF’s judicial foreclosure claims against Front
- 2                       Sight. Facts/documents pertaining to Front Sight Management, LLC’s solvency.
- 3           3.       Front Sight Management, LLC’S assertion, in the pleadings, that it had requested
- 4 multiple times an accounting of how its payments to Defendants had been spent.
- 5           4.       Front Sight Management, LLC’s responses to discovery.
- 6           5.       Membership of Front Sight Management, LLC.
- 7           6.       Front Sight Management, LLC Member distributions.
- 8           7.       Front Sight Management, LLC Management.
- 9           8.       Front Sight Management, LLC Management compensation.
- 10          9.       Front Sight Management, LLC compensation of any and/or every kind to Ignatius
- 11 and/or Jennifer Piazza.
- 12          10.       Front Sight Management, LLC compensation of any and/or every kind to Michael
- 13 Meacher.
- 14          11.       Front Sight Management, LLC employees and/or independent contractors.
- 15          12.       Discussions/communications of Michael Meacher/Ignatius Piazza prior to the
- 16 execution of the Construction Loan Agreement (“CLA”).
- 17          13.       Discussions/communications of Michael Meacher/Dr. Ignatius Piazza following
- 18 execution of the CLA and leading up to filing of the Notice of Default (“NOD”).
- 19          14.       Discussions/communications with Michael Meacher/Dr. Ignatius Piazza subsequent
- 20 to filing of NOD.
- 21          15.       The status of the project.
- 22          16.       Expenditures on the project.
- 23          17.       Removal of the minimum raise CAP and evolution of the Senior Debt requirement.
- 24          18.       Funding for the Project.
- 25          19.       Fundraising for the Project, to include communications to Members.
- 26          20.       The use of funding for the Project.
- 27          21.       Finances of Front Sight,
- 28          22.       Communications with Defendants prior to suit, including but not limited to Marketing

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1 Reports,

2 23. Front Sight Management, LLC’s financing options outside of EB-5, including but not  
3 limited to Wells Fargo and Bank of America.

4 24. Front Sight Management, LLC’s EXECUTIVE SUMMARY dated March 12, 2012.

5 25. Front Sight Management, LLC’S research and due diligence on the EB5 industry.

6 26. Front Sight Management, LLC’S involvement in drafting the PPM and other offering  
7 documents.

8 27. Front Sight Management, LLC’S assertion, in the pleadings, that it had requested  
9 multiple times an accounting of how its payments to Defendants had been spent.

10 28. Any specific expenditures that are believed to be false.

11 29. Any specific expenditures that are believed to be improper.

12 30. Front Sight Management, LLC’s meetings with SINOWEL principals.

13 31. Front Sight Management, LLC’S contacts with other Regional Centers prior to and  
14 after signing the February 13, 2014 Engagement Letter.

15 32. Front Sight Management, LLC’S record keeping policies, to include but not limited  
16 to the assertion of document destruction through a residential fire (the “Santa Rosa Wildfire”).

17 33. Front Sight Management, LLC’s meetings or discussions with agents and/or  
18 investors.

19 34. Front Sight Management, LLC’S assertion, in the pleadings, that it had requested  
20 multiple times an accounting of how its payments to Defendants had been spent.

21 35. Front Sight Management, LLC’S involvement in any hacking into Dziubla and  
22 Stanwood retirement accounts.

23 36. The Wells Fargo Phishing email.

24 37. Front Sight Management, LLC’s involvement in sending a copy of a criminal  
25 complaint against Bob Dziubla to agents.

26 38. Communications with Defendants regarding senior debt.

27 39. Communications with Defendants regarding alleged breaches of CLA.

28 40. Due diligence performed by Front Sight Management, LLC prior to executing the



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1 CLA.

2 41. Front Sight Management, LLC’s interpretation of the CLA.

3 42. Discussions with Defendants regarding Senior debt.

4 43. Specific job descriptions for each employee or manager.

5 44. Job description and duties of the positions you assert were created pursuant to the  
6 CLA, and in support of the EB-5 program.

7 45. Facts/documents related to how any and all loan funds received by Front Sight were  
8 spent.

9 46. Plans, and alterations to plans, for the Project.

10 47. Rene Morales and the Morales entities, and their proffer of a \$36M LOC.

11 48. Existence and/or identification of documents related to the topics listed in this notice.

12 Oral examination will continue from day to day until completed. You are invited to attend  
13 and participate.

14 DATED this 27<sup>th</sup> day of December 2021.

/s/ Nicole E. Lovelock

Nicole E. Lovelock, Esq.

Nevada Bar No. 11187

Justin C. Jones, Esq.

Nevada Bar No. 8519

**JONES LOVELOCK**

6600 Amelia Earhart Court, Suite C

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and

Kenneth E. Hogan, Esq.

Nevada State Bar No. 10083

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*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC,  
Robert W. Dziubla, Jon Fleming and Linda Stanwood*

27 ///

28

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 27<sup>th</sup> day of December 2021, I caused the foregoing **FOURTH AMENDED NOTICE OF DEPOSITION OF FRONT SIGHT MANAGEMENT, LLC** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

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Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
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Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

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EXHIBIT “55”

EXHIBIT “55”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
2 Nicole E. Lovelock, Esq.  
3 Nevada State Bar No. 11187  
4 Justin C. Jones, Esq.  
5 Nevada Bar No. 8519  
6 **JONES LOVELOCK**  
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11 nlovelock@joneslovelock.com  
12 sdavis@joneslovelock.com

13 Kenneth E. Hogan, Esq.  
14 Nevada State Bar No. 10083  
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19 Fax: (702) 508-9554  
20 ken@h2legal.com

21 *Attorneys for Las Vegas Development*  
22 *Fund, LLC, EB5 Impact Capital Regional*  
23 *Center, LLC, EB5 Impact Advisors, LLC,*  
24 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

20 Plaintiff,

21 vs.

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

24 Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**FIRST AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST I**

**AND ALL RELATED CLAIMS.**

25 TO: VNV DYNASTY TRUST I

26 C/O: ALDRICH LAW FIRM, LTD  
27 John P. Aldrich, Esq.  
28 7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
jaldrich@johnaldrichlawfirm.com

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 PLEASE TAKE NOTICE that on the **20th day of January 2022, at 11:00 o'clock a.m. CST**  
2 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at Esquire Solutions, 1700  
3 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
4 and stenographic deposition of the TRUSTEE(S) of the VNV DYNASTY TRUST I (the "Trust").

5 The deposition will be upon oral examination pursuant to Rules 26 and 30 of the Nevada  
6 Rules of Civil Procedure, before a Notary Public or before some other officer authorized by law to  
7 administer oaths. The deposition shall be recorded by either sound, sound-and-visual, and/or  
8 stenographic means.

9 Oral examination will continue from day to day until completed. You are invited to attend  
10 and participate

11 DATED this 27<sup>th</sup> day of December 2021.

/s/ Nicole E. Lovelock  
Nicole E. Lovelock, Esq.  
Nevada Bar No. 11187  
Justin C. Jones, Esq.  
Nevada Bar No. 8519  
**JONES LOVELOCK**  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
and  
Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
**HOGAN HULET PLLC**  
10501 W. Gowan Rd., Suite 260  
Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
Fax: (702) 508-9554  
ken@h2legal.com

*Attorneys for 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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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 27<sup>th</sup> day of December 2021, I caused the foregoing **FIRST AMENDED NOTICE OF DEPOSITION OF VNV DYNASTY TRUST I** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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EXHIBIT “56”

EXHIBIT “56”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Justin C. Jones, Esq.  
3 Nevada Bar No. 8519  
**JONES LOVELOCK**  
4 6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
5 Tel: (702) 805-8450  
Fax: (702) 805-8451  
6 nlovelock@joneslovelock.com  
sdavis@joneslovelock.com  
7

8 Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
**HOGAN HULET PLLC**  
9 10501 W. Gowan Rd., Suite 260  
Las Vegas, Nevada 89129  
10 Tel: (702) 800-5482  
Fax: (702) 508-9554  
11 ken@h2legal.com  
12 *Attorneys for Las Vegas Development*  
*Fund, LLC, EB5 Impact Capital Regional*  
13 *Center, LLC, EB5 Impact Advisors, LLC,*  
*Robert W. Dziubla, Jon Fleming and Linda Stanwood*  
14  
15  
16

**DISTRICT COURT**

**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

24 **AND ALL RELATED CLAIMS.**

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**FIRST AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST II**

25 TO: VNV DYNASTY TRUST II

26 C/O: ALDRICH LAW FIRM, LTD  
John P. Aldrich, Esq.  
27 7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
28 jaldrich@johnaldrichlawfirm.com



**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 PLEASE TAKE NOTICE that on the **20th day of January 2022**, at **11:00 o'clock a.m. CST**  
2 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at Esquire Solutions, 1700  
3 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
4 and stenographic deposition of the TRUSTEE(S) of VNV DYNASTY TRUST II (the "Trust").

5 The deposition will be upon oral examination pursuant to Rules 26 and 30 before a Notary  
6 Public or before some other officer authorized by law to administer oaths. The deposition shall be  
7 recorded by either sound, sound-and-visual, and/or stenographic means.

8 Oral examination will continue from day to day until completed. You are invited to attend  
9 and participate

10 DATED this 27<sup>th</sup> day of December 2021.

11 /s/ Nicole E. Lovelock

12 Nicole E. Lovelock, Esq.

13 Nevada Bar No. 11187

14 Justin C. Jones, Esq.

15 Nevada Bar No. 8519

16 **JONES LOVELOCK**

17 6600 Amelia Earhart Court, Suite C

18 Las Vegas, Nevada 89119

19 and

20 Kenneth E. Hogan, Esq.

21 Nevada State Bar No. 10083

22 **HOGAN HULET PLLC**

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24 Las Vegas, Nevada 89129

25 Tel: (702) 800-5482

26 Fax: (702) 508-9554

27 ken@h2legal.com

28 *Attorneys for Las Vegas Development*

*Fund, LLC, EB5 Impact Capital Regional*

*Center, LLC, EB5 Impact Advisors, LLC,*

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/s/ Julie Linton  
An Employee of JONES LOVELOCK

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EXHIBIT “57”

EXHIBIT “57”

**From:** [Nicole Lovelock](#)  
**To:** [John Aldrich](#)  
**Cc:** [Sue Trazig Cavaco](#); [Andrea Champion](#); "Ken Hogan"  
**Subject:** RE: Friday's Phone Call  
**Date:** Wednesday, January 12, 2022 1:35:00 PM  
**Attachments:** [image001.png](#)

---

John,

We have Piazza's deposition set for the 17<sup>th</sup>. We had asked on multiple occasions for a different date and received nothing. We told you that we were going forward on the 17<sup>th</sup> unless you gave us new dates by Monday.

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I called you earlier to discuss and left a voicemail, but have not heard anything in response.

**PLEASE NOTE OUR NEW ADDRESS**

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Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E [nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)

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---

**From:** Nicole Lovelock  
**Sent:** Monday, January 10, 2022 2:36 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>  
**Subject:** Friday's Phone Call

John,

Thanks for speaking with us on Friday as to several of the pending issues. I believe the below is a summary of our discussion:

1. **Piazza and expert witness depositions.** You have confirmed the expert's deposition dates and we anticipate receiving their respective job files soon. You still, however, do not have any suggested alternative dates for the Piazza's depositions in any capacity and have already

stated that, despite them providing the current dates of the properly set depositions, they are now not available until after the 2/11/22 discovery cut off. Because the discovery and other deadlines are quickly closing and obviously it is crucial for our clients to depose the parties in this matter prior to the end of discovery, you were going to provide suggested alternative dates today, or file a protective order. Again, we will agree to hear that protective order, if filed, on shortened time this coming Wednesday, January 12<sup>th</sup>, with all other pending motions. If your clients do provide alternative dates, they will need to be discussed Monday to determine if they will work scheduled-wise.

2. **Lender Parties' discovery responses/productions.** You have confirmed that, to your knowledge, all outstanding discovery and documents have been produced. Your clients intend to serve a 2.34 letter about the last responses; we will address those issue(s) after that time.
3. **Flynn subpoena and deposition:** Per the controlling protective orders of this court, in conjunction with the previously entered SAO as to Flynn, he will produce responsive documents to this office first. We will then review them and redact/exclude any information that includes investor information and anything that is not relevant to discovery regarding the nature, history, and extent of the EB5 Parties' prior relationship with the Foreign Placement Consultants, as allowed by the Court. A corresponding privilege log will simultaneously be produced. Your clients are not waiving any rights they may have as to the documents/log provided. Once you have confirmed this process, Lender Parties will withdraw the pending motion for protective order, coordinate service of the subpoena, and coordinate mutually agreeable dates. It is anticipated your clients will receive the documents in advance of the deposition.

Please let us know if you believe any of the included information is inaccurate and confirm the Flynn subpoena process.

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EXHIBIT “58”

EXHIBIT “58”

**From:** [Nicole Lovelock](#)  
**To:** [John Aldrich](#)  
**Cc:** [Sue Trazig Cavaco](#); [Andrea Champion](#); "Ken Hogan"; [Traci Bixenmann](#); [Jamie Hendrickson](#)  
**Subject:** RE: Friday's Phone Call  
**Date:** Thursday, January 13, 2022 10:56:00 AM  
**Attachments:** [image001.png](#)

---

John,

Sorry to hear about the water issue. I know a decent plumber if you want his number.

Your email crossed with Andi's. Please review her email and confirm that you are agreeable to a discovery extension so we can set the depositions according to your clients' availability.

**PLEASE NOTE OUR NEW ADDRESS**

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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Thursday, January 13, 2022 10:53 AM

**To:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>

**Cc:** Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>

**Subject:** RE: Friday's Phone Call

Hello Nicole,

I apologize for not returning your call yesterday or responding earlier. While we were in the hearing yesterday, my landscaper sent me photos of water coming out of a wall at my house. As soon as the hearing was over, I had to go attend to that issue, and then this morning, I had to keep working to find a plumber who could come on short notice.



Anyway, as I said earlier, Dr. Piazza is not available next week and will not be appearing. He is working on opening up dates in early February, although I cannot confirm those dates as of now. We understand your position. We will file a motion for protective order today or tomorrow, and we will include a motion for OST that reminds the Court that we have all agreed to hold the hearing on January 24, 2022.

Regarding item #2 in your email below, to be clear about what I said, I did not confirm that everything has been produced. I said that off the top of my head, I could not think of anything. Those are two different things. I also made it clear I was not waiving the right to raise discovery deficiencies.

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If you want to discuss any of this, please let me know. I have a pretty full day today, but I can try to find a few minutes to talk if need be.

John P. Aldrich, Esq.  
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**From:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>  
**Sent:** Wednesday, January 12, 2022 1:35 PM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>  
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EXHIBIT “59”

EXHIBIT “59”

**From:** [John Aldrich](#)  
**To:** [Nicole Lovelock](#)  
**Cc:** [Sue Trazig Cavaco](#); [Andrea Champion](#); "Ken Hogan"; [Traci Bixenmann](#); [Jamie Hendrickson](#)  
**Subject:** RE: Friday's Phone Call  
**Date:** Thursday, January 13, 2022 10:53:24 AM  
**Attachments:** [image001.png](#)

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Hello Nicole,

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**Sent:** Wednesday, January 12, 2022 1:35 PM  
**To:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Cc:** Sue Trazig Cavaco <scavaco@joneslovelock.com>; Andrea Champion <achampion@joneslovelock.com>; 'Ken Hogan' <ken@h2legal.com>  
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John,

Thanks for speaking with us on Friday as to several of the pending issues. I believe the below is a summary of our discussion:

1. **Piazza and expert witness depositions.** You have confirmed the expert's deposition dates and we anticipate receiving their respective job files soon. You still, however, do not have any suggested alternative dates for the Piazza's depositions in any capacity and have already stated that, despite them providing the current dates of the properly set depositions, they are now not available until after the 2/11/22 discovery cut off. Because the discovery and other deadlines are quickly closing and obviously it is crucial for our clients to depose the parties in this matter prior to the end of discovery, you were going to provide suggested alternative dates today, or file a protective order. Again, we will agree to hear that protective order, if filed, on shortened time this coming Wednesday, January 12<sup>th</sup>, with all other pending motions. If your clients do provide alternative dates, they will need to be discussed Monday to determine if they will work scheduled-wise.
2. **Lender Parties' discovery responses/productions.** You have confirmed that, to your knowledge, all outstanding discovery and documents have been produced. Your clients intend to serve a 2.34 letter about the last responses; we will address those issue(s) after that time.
3. **Flynn subpoena and deposition:** Per the controlling protective orders of this court, in conjunction with the previously entered SAO as to Flynn, he will produce responsive documents to this office first. We will then review them and redact/exclude any information that includes investor information and anything that is not relevant to discovery regarding the nature, history, and extent of the EB5 Parties' prior relationship with the Foreign Placement Consultants, as allowed by the Court. A corresponding privilege log will simultaneously be produced. Your clients are not waiving any rights they may have as to the documents/log provided. Once you have confirmed this process, Lender Parties will withdraw the pending motion for protective order, coordinate service of the subpoena, and coordinate mutually agreeable dates. It is anticipated your clients will receive the documents in advance of the deposition.

Please let us know if you believe any of the included information is inaccurate and confirm the Flynn subpoena process.

**PLEASE NOTE OUR NEW ADDRESS**

**Nicole E. Lovelock, Esq.**





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# EXHIBIT “60”

# EXHIBIT “60”

**From:** [John Aldrich](#)  
**To:** [Andrea Champion](#)  
**Cc:** [Nicole Lovelock](#); [Sue Trazig Cavaco](#); "Ken Hogan"; [Jamie Hendrickson](#); [Traci Bixenmann](#)  
**Subject:** RE: Friday's Phone Call  
**Date:** Friday, January 14, 2022 1:32:06 PM  
**Attachments:** [image001.png](#)

---

Andi,

Thank you for confirming. I really appreciate it. I do not have firm dates now, so it is probably best to reference that we are working on them.

John P. Aldrich, Esq.  
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---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Friday, January 14, 2022 1:17 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Subject:** RE: Friday's Phone Call

John,

I am working on a stipulation now and will send it over as soon as I have it drafted. I would prefer to put firm dates for deposition in the stipulation but if your client will not provide firm dates today then I will simply put that the parties are working to find agreeable, firm dates for the continued depositions.

In light of our agreement to stipulate to extend discovery and continue trial, I will be continuing the

depositions. If you can get me dates today, we will get you amended deposition notices. If you cannot give me dates today, then this email confirms that we are not proceeding with Mr. Piazza's depositions scheduled for next week and amended deposition notices will follow once I receive agreeable firm dates. Based on the above, and presuming your client will in fact provide available dates for deposition within the extended discovery period, I do not believe a motion for protective order is necessary at this time.

Feel free to give me a call if you want to discuss.

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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Friday, January 14, 2022 1:11 PM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Cc:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Subject:** RE: Friday's Phone Call

Andi,

I am looking for clarification. Are you sending over a stipulation today or are you not sending it until I give you firm dates?

And related to the depositions of Dr. Piazza set for next week, are they being vacated as a result of the stipulation to extend, or are you leaving them on until I give you firm dates?

I understood from your comments yesterday that the stipulation would alleviate the need to file a motion for protective order. But I do not have firm dates, so I need to know if I need to proceed

with a motion for protective order.

Please advise as soon as possible. Thanks.

John P. Aldrich, Esq.  
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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Friday, January 14, 2022 11:11 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Subject:** RE: Friday's Phone Call

My preference is for you to provide firm dates for your clients to ensure we can get discovery done within 60 days. I agree that we also want to avoid an extension of an additional 30 days which is why it is imperative we continue to work towards firm deposition dates. To that end, I would ask that you get those to us as soon as practicable. In the interim, we will put together a stipulation and send it over to you.

**PLEASE NOTE OUR NEW ADDRESS**

**Andrea M. Champion, Esq.**



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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Friday, January 14, 2022 11:07 AM  
**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Cc:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Subject:** RE: Friday's Phone Call

Andi,

I was literally typing to you when your email came in. And then, of course, there have been many interruptions. Anyway, we will agree to extend the discovery cut-off 60 days; all other deadlines have passed. I guess the question is whether that is enough. We certainly think it is, but we want to avoid extending for an additional 30 days later. Let me know your preference.

I am available today between several appointments to review a stipulation if you want to send one over.

John P. Aldrich, Esq.  
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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Friday, January 14, 2022 10:48 AM  
**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)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Friday's Phone Call

John,

I have not received a response from you on our proposal to extend discovery. We need to know your clients' position immediately so we can get something to the Court on shortened time.

Thanks,  
Andi

**PLEASE NOTE OUR NEW ADDRESS**

**Andrea M. Champion, Esq.**



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**From:** Andrea Champion  
**Sent:** Thursday, January 13, 2022 12:03 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)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>  
**Subject:** RE: Friday's Phone Call

John,

The trial date will have to also be continued as I imagine none of the parties will waive their right to file dispositive motions or motions in limine (or to have them heard) before trial. As a practical matter, based on Williams' comments yesterday, I would not expect a jury trial in this case to go in April anyway.

We have been clear that we intend to start with Mr. Piazza's deposition. With that, we need new available dates for the other witnesses after Mr. Piazza's deposition.

Please get back to me either today or first thing tomorrow. As the current discovery deadline is February 11, 2021, we need to get something to the Court as soon as possible. A stipulation and order would also eliminate the need on your end to file a motion for protective order on shortened time today.

**PLEASE NOTE OUR NEW ADDRESS**

**Andrea M. Champion, Esq.**



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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Thursday, January 13, 2022 11:55 AM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.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)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>

**Subject:** RE: Friday's Phone Call

Andi,

In order to help me to consider what you are requesting, what do you propose we do with the trial



date? A 60-day extension would be right up to trial.

To be clear about the witnesses/depositions, the experts have set aside time and are available, even without having been asked beforehand if they were available. Mike Meacher is not available on the date set, but we have provided an alternative date.

I will do my best to get back to you as soon as possible, but as I mentioned in my previous email, I have a pretty full day today. If I don't get back to you today, I should be able to by tomorrow.

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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Thursday, January 13, 2022 10:53 AM  
**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)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Subject:** RE: Friday's Phone Call  
**Importance:** High

John,

We attempted to reach you again this morning by phone to discuss the upcoming depositions. In light of the fact that you have not provided *any* update as to the upcoming depositions, you are aware that Defendants want to start with Mr. Piazza's deposition, and your recent request for a professional courtesy extension of FSM's responses to LVDF's Tenth Set of Requests for Production of Documents (which are documents we need in advance of the expert depositions currently scheduled to commence on January 28, 2022), we are left with no choice but to extend discovery again. We expect your client will agree to sign a stipulation but please confirm **today** so that we can

get something to the Court as soon as possible.

To that end, we need you to provide **firm** dates for Mr. Piazza and the 30(b)(6) depositions. In addition, we will also need new dates for each of FSM's experts. Assuming that Mr. Piazza and Mr. Meacher are still not available until mid-February (after the current February 11, 2022 close of discovery deadline), we would propose a 60-day extension of discovery to ensure we have time to get all of the depositions completed.

Feel free to give me a call if you would like to discuss.

-Andi

**PLEASE NOTE OUR NEW ADDRESS**

**Andrea M. Champion, Esq.**



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---

**From:** Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>

**Sent:** Wednesday, January 12, 2022 1:35 PM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Cc:** Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>; Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>

**Subject:** RE: Friday's Phone Call

John,

We have Piazza's deposition set for the 17<sup>th</sup>. We had asked on multiple occasions for a different date and received nothing. We told you that we were going forward on the 17<sup>th</sup> unless you gave us new dates by Monday.

We have not heard **anything** from you. We are proceeding as if the deposition is going forward on Monday.

I called you earlier to discuss and left a voicemail, but have not heard anything in response.

**PLEASE NOTE OUR NEW ADDRESS**

**Nicole E. Lovelock, Esq.**



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**From:** Nicole Lovelock

**Sent:** Monday, January 10, 2022 2:36 PM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Cc:** Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>

**Subject:** Friday's Phone Call

John,

Thanks for speaking with us on Friday as to several of the pending issues. I believe the below is a summary of our discussion:

1. **Piazza and expert witness depositions.** You have confirmed the expert's deposition dates and we anticipate receiving their respective job files soon. You still, however, do not have any suggested alternative dates for the Piazza's depositions in any capacity and have already stated that, despite them providing the current dates of the properly set depositions, they are now not available until after the 2/11/22 discovery cut off. Because the discovery and other deadlines are quickly closing and obviously it is crucial for our clients to depose the parties in this matter prior to the end of discovery, you were going to provide suggested alternative dates today, or file a protective order. Again, we will agree to hear that protective order, if filed, on shortened time this coming Wednesday, January 12<sup>th</sup>, with all other pending motions. If your clients do provide alternative dates, they will need to be discussed Monday to determine if they will work scheduled-wise.
2. **Lender Parties' discovery responses/productions.** You have confirmed that, to your knowledge, all outstanding discovery and documents have been produced. Your clients intend to serve a 2.34 letter about the last responses; we will address those issue(s) after that time.

3. **Flynn subpoena and deposition:** Per the controlling protective orders of this court, in conjunction with the previously entered SAO as to Flynn, he will produce responsive documents to this office first. We will then review them and redact/exclude any information that includes investor information and anything that is not relevant to discovery regarding the nature, history, and extent of the EB5 Parties' prior relationship with the Foreign Placement Consultants, as allowed by the Court. A corresponding privilege log will simultaneously be produced. Your clients are not waiving any rights they may have as to the documents/log provided. Once you have confirmed this process, Lender Parties will withdraw the pending motion for protective order, coordinate service of the subpoena, and coordinate mutually agreeable dates. It is anticipated your clients will receive the documents in advance of the deposition.

Please let us know if you believe any of the included information is inaccurate and confirm the Flynn subpoena process.

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# EXHIBIT “61”

# EXHIBIT “61”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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**DEPO**  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
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Kenneth E. Hogan, Esq.  
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ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, 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.  
  
AND ALL RELATED CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**SEVENTH AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

///  
///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: JENNIFER PIAZZA  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **14th day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
9 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
10 and stenographic deposition of Jennifer Piazza upon oral examination pursuant to Rules 26 and 30  
11 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer  
12 authorized by law to administer oaths. The deposition shall be recorded by either sound, sound-and-  
13 visual, and/or stenographic means.

14 Ms. Piazza's examination will continue from day to day until completed. You are invited to  
15 attend and cross-examine.

16 DATED this 2<sup>nd</sup> day of February 2022.

**JONES LOVELOCK**

/s/ Andrea M. Champion, Esq.  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
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6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of February 2022, I caused the foregoing **SEVENTH AMENDED NOTICE OF DEPOSITION OF JENNIFER PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Lorie Januskevicius  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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# EXHIBIT “62”

# EXHIBIT “62”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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**DEPO**  
Nicole E. Lovelock, Esq.  
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Sue Trazig Cavaco, Esq.  
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*Attorneys for Las Vegas Development  
Fund, LLC, 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.  
  
AND ALL RELATED CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**SEVENTH AMENDED NOTICE OF  
DEPOSITION OF IGNATIUS PIAZZA**

///  
///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: IGNATIUS PIAZZA  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **15th day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
9 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
10 and stenographic deposition of Ignatius Piazza upon oral examination pursuant to Rules 26 and 30  
11 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer  
12 authorized by law to administer oaths. The deposition shall be recorded by either sound, sound-and-  
13 visual, and/or stenographic means.

14 Mr. Piazza's examination will continue from day to day until completed. You are invited to  
15 attend and cross-examine.

16 DATED this 2<sup>nd</sup> day of February 2022.

**JONES LOVELOCK**

/s/ Andrea M. Champion, Esq.  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
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6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of February 2022, I caused the foregoing **SEVENTH AMENDED NOTICE OF DEPOSITION OF IGNATIUS PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Lorie Januskevicius  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

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# EXHIBIT “63”

# EXHIBIT “63”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
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2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
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12 Fax: (702) 508-9554  
ken@h2legal.com

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*

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**SIXTH AMENDED NOTICE OF  
DEPOSITION OF FRONT SIGHT  
MANAGEMENT, LLC**

25  
26 **AND ALL RELATED CLAIMS.**

27 ///

28 ///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: FRONT SIGHT MANAGEMENT, LLC

2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **16th day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at Esquire Solutions, 1700  
9 Pacific Ave., Suite 1000, Dallas, TX 75201, Defendants/Counterclaimants will take the video and  
10 stenographic deposition of the NRCP 30(b)(6) representative(s) of Plaintiff/Counterdefendant Front  
11 Sight Management, LLC concerning the subject matters enumerated below, upon oral examination  
12 pursuant to Rules 26 and 30, and specifically Rule 30(b)(6) of the Nevada Rules of Civil Procedure,  
13 before a Notary Public or before some other officer authorized by law to administer oaths. The  
14 deposition shall be recorded by either sound, sound-and-visual, and/or stenographic means.

15 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
16 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
17 facts and other information known or reasonably available relating to the topics set forth below.

18 **DEFINITIONS**

- 19 1. "Front Sight" or "You" means Front Sight Management, LLC.
- 20 2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon  
21 Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC,  
22 collectively.
- 23 3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.
- 24 4. "Dziubla" means Robert Dziubla.
- 25 5. "Fleming" means Jon Fleming.
- 26 6. "Stanwood" means Linda Stanwood.
- 27 7. "EB5IA" means EB5 Impact Advisors, LLC.
- 28 8. "EB5IC" means EB5 Impact Capital Regional Center, LLC.
- 9. "Complaint" means the Second Amended Complaint You filed on January 4, 2019 in  
*Front Sight Management LLC v. Las Vegas Development Fund LLC*, Eighth Judicial District Court,

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1 Case No. A-18-781084-B.
- 2 10. “Answer” means the Answer to Plaintiff’s Second Amended Complaint, filed by  
3 Defendants on June 4, 2020.
- 4 11. “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,  
5 2020.
- 6 12. “Answer to Counterclaim” means Counterdefendant Front Sight’s Answer to  
7 Counterclaim, filed on October 14, 2020.
- 8 13. “VNV I” means VNV Dynasty Trust I.
- 9 14. “VNV II” means VNV Dynasty Trust II.
- 10 15. “VNV Trusts” means VNV Dynasty Trust I and VNV Dynasty Trust II, collectively.
- 11 16. “Mr. Piazza” means Ignatius A. Piazza II.
- 12 17. “Mrs. Piazza” means Jennifer Piazza.
- 13 18. “Morales Parties” means Morales Construction, Inc., All American Concrete &  
14 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 15 19. “Morales Construction” means Morales Construction, Inc.
- 16 20. “All American” means All American Concrete & Masonry Inc.
- 17 21. “Top Rank” means Top Rank Builders Inc.
- 18 22. “Morales” means Efrain Rene Morales-Moreno.
- 19 23. “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,  
20 executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 21 24. “Meacher” means Michael Gene Meacher.
- 22 25. “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 23 26. “CLA” means the Construction Loan Agreement dated October 6, 2016, between  
24 Front Sight and LVDF.
- 25 27. “Project” means the construction of the Front Sight Resort & Vacation Club and an  
26 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in  
27 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.
- 28 28. Unless otherwise specified, each of the topics is limited to the time frame of August



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1 2012 to the present.

2 29. "Communication" and/or "Communications" is used in the broadest sense and  
3 includes, but is not limited to, any oral or written transmittal of information or request for information  
4 made from one person to another, whether made in person, by telephone or by any other means, or  
5 a document made for the purpose of recording a communication, idea, statement, opinion or belief.

6 30. "Relating to," "Related to," "Relates to," "Relates," "Reflects," "Refers," "Referring  
7 to," "In relating to," and "Referred to" means pertaining, concerning, regarding, depicting,  
8 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
9 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

10 31. The term "and" includes the term "or," and the term "or" includes the term "and."

11 32. When the context so requires, references to the masculine gender include the feminine  
12 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
13 singular references include the plural, and plural references include the singular.

14 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

15 1. Any and all declarations You executed related to this litigation, including but not  
16 limited to, the factual basis for the same.

17 2. Your Complaint and Answer to Counterclaim, including but not limited to:

18 a. The factual basis for Your first claim for relief for Fraud/Intentional  
19 Misrepresentation/Concealment;

20 b. Identifying each alleged misrepresentation by Defendants, including who made said  
21 misrepresentation(s), when said misrepresentation(s) were made, and the facts demonstrating that  
22 said representation(s) were false;

23 c. Your reliance, if any, on Defendants' alleged misrepresentations;

24 d. The factual basis for Your third claim for relief for Conversion;

25 e. Identifying each time You contend Defendants wrongfully asserted dominion over  
26 Your property, including but not limited to misappropriating and spending Your money advances for  
27 purposes other than that for which it was intended;

28 f. The factual basis for Your fourth claim for relief for Civil Conspiracy;

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Las Vegas, Nevada 89119

- 1 g. Dziubla, Fleming, and Stanwood’s individual involvement in said alleged conspiracy
- 2 and actions each took in furtherance of said conspiracy;
- 3 h. The factual basis for Your fifth claim for relief for Breach of Contract;
- 4 i. Identification of each alleged breach of the February 2013 engagement letter by
- 5 EB5IA;
- 6 j. Identification of each alleged breach of the CLA by LVDF;
- 7 k. The factual basis for Your sixth claim for relief for Contractual Breach of the Implied
- 8 Covenant of Good Faith and Fair Dealing;
- 9 l. The factual basis for Your Eighth claim for relief for Intentional Interference with
- 10 Prospective Economic Advantage;
- 11 m. Identification of each prospective relationship that was damaged as a result of
- 12 Defendants’ alleged conduct;
- 13 n. The factual basis for Your tenth claim for relief for Negligent Misrepresentation;
- 14 o. Identifying each alleged misrepresentation by EB5IA and Dziubla regarding their
- 15 ability to raise capital for the Project;
- 16 p. The damages You contend you suffered as a result of Defendants’ conduct and a
- 17 detailed explanation of how You are calculating Your damages;
- 18 q. The basis for Your request for an award of attorneys’ fees;
- 19 r. The basis for Your request for an award of punitive damages;
- 20 s. The factual basis for your denial of LVDF’s Counterclaims;
- 21 t. The facts/documents related to any and all transfers from Front Sight to Mr. and Mrs.
- 22 Piazza;
- 23 u. The facts/documents related to any and all transfers from Front Sight to the VNV
- 24 Trusts;
- 25 v. The facts/documents related to the negotiation and execution of the Morales Line of
- 26 Credit
- 27 w. Front Sight’s representations to its members that it would turn over the business to its
- 28 members;

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- 1 x. Front Sight’s sale of Front Sight points or credits or any variant thereof to its members;
- 2 y. Any and all demands or threats of potential lawsuits made upon Front Sight by third-
- 3 parties not named in this lawsuit; and
- 4 z. The value of LVDF’s Property;
- 5 aa. Your Answer to the Counterclaim; and
- 6 bb. Your affirmative defenses to the Counterclaim.
- 7 3. Any and all requests made by You to Defendants of an accounting.
- 8 4. Defendants’ accountings, including Your factual basis for:
  - 9 a. Any contention You may have that Defendants’ accounting(s) are deficient;
  - 10 b. Identification of specific expenditures that you believe are false and/or improper.
- 11 5. Your responses to written discovery.
- 12 6. Your efforts to collect and produce all relevant and responsive documents in this
- 13 litigation.
- 14 7. Membership in Front Sight, including but not limited to:
  - 15 a. Your newsletters and representations to members including but not limited to,
  - 16 representations about this lawsuit, Your efforts to complete the Project, and representations about the
  - 17 future ownership of Front Sight;
  - 18 b. Your efforts to raise money from Your members; and
  - 19 c. Any and all distributions to Your members.
- 20 8. Your management, including but not limited to:
  - 21 a. Identification of any and all employees and/or managers authorized to speak on Your
  - 22 behalf; and
  - 23 b. Compensation.
- 24 9. Your ownership, including but not limited to:
  - 25 a. Identification of all owners of Front Sight; and
  - 26 b. Compensation from Front Sight to each and every owner.
- 27 10. Your employees and/or independent contractors, including but not limited to:
  - 28 a. The facts/documents reflecting the number of employees and/or independent

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Las Vegas, Nevada 89119

- 1 contractors You employed prior to the CLA; and
- 2           b. The facts/documents reflecting the number of employees and/or independent
- 3 contractors You currently employ;
- 4           c. The number of jobs You contend that were created related to the Project (and as
- 5 contemplated by the CLA);
- 6           d. Job descriptions for Your employees and/or managers; and
- 7           e. Job descriptions and duties of the jobs You contend were created pursuant to the CLA
- 8 (and in support of the EB-5 program).
- 9           11. Any and all compensation and/or payments of any kind made to Mr. Piazza.
- 10           12. Any and all compensation and/or payments of any kind made to Mrs. Piazza.
- 11           13. Any and all compensation and/or payments of any kind made to Meacher.
- 12           14. Any and all compensation and/or payments of any kind to the VNV Trusts.
- 13           15. Any loan agreement(s) between You and the VNV Trusts including:
- 14           a. The terms of said loan agreement(s);
- 15           b. Any and all documents related to said loan agreement(s); and
- 16           c. Any and all payments made under said loan agreement(s).
- 17           16. Any and all internal communications prior to the execution of the CLA regarding
- 18 Defendants and/or the CLA.
- 19           17. Any and all facts you considered prior to the execution of the CLA, including but not
- 20 limited to:
- 21           a. Any efforts to conduct due diligence on the Defendants prior to the execution of the
- 22 CLA;
- 23           b. Any efforts to research and/or to conduct due diligence on the EB-5 industry;
- 24           c. Any contact and/or efforts you made to contact other regional centers prior to or after
- 25 the signing of the Engagement Letter;
- 26           d. Any efforts to contact and/or conduct due diligence with regard to Empyrean West,
- 27 Liberty West, Dave Keller and/or Jay Carter.
- 28           e. Your retention of any attorneys or third-parties related to the execution of the CLA.

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

- 1 18. Any and all plans for the Project, including but not limited to:
  - 2 a. Your involvement and/or knowledge of plans submitted to USCIS;
  - 3 b. Any alternations to plans for the Project; and
  - 4 c. Any submissions of plans for approval or approval of plans.
- 5 19. Any and all communications with Defendants regarding the parties' performance  
6 under the CLA.
- 7 20. Any and all communications with Defendants regarding the parties' performance  
8 under the February 2013 engagement letter.
- 9 21. Any and all communications with Defendants regarding their efforts to solicit EB-5,  
10 and potential EB-5 investors for the Project.
- 11 22. Any and all efforts You made to solicit potential investors for the Project.
- 12 23. Your involvement in drafting and providing information to be provided to potential  
13 investors for the Project, including but not limited to, the PPM, the Project Pro Forma, and other  
14 offering documents.
- 15 24. Any and all communications and/or meetings You had with potential investors for the  
16 Project.
- 17 25. Any and all efforts You made to identify and retain third parties to help market the  
18 Project to potential investors.
- 19 26. Any and all communications and/or meetings You had with foreign placement  
20 consultants, including but not limited to Dr. Shah, Endeavor Shanghai (Kyle Scott), and Sinowel.
- 21 27. Any and all efforts You made to finance the Project prior to the CLA.
- 22 28. Any and all efforts You made following the execution of the CLA to finance the  
23 Project.
- 24 29. Any and all communications following execution of the CLA and leading up to filing  
25 of the Notice of Default.
- 26 30. Any and all communications regarding the Notice of Default.
- 27 31. All work completed on the Project.
- 28 32. All expenditures on the Project.

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

- 1           33. Any and all amendments to the CLA.
- 2           34. Any and all communications regarding amendments to the CLA.
- 3           35. Your obligations to obtain Senior Debt under the CLA, including but not limited to:
- 4           a. The reason for the Senior Debt requirement;
- 5           b. Your contractual obligations to obtain Senior Debt;
- 6           c. Any and all efforts You made to obtain Senior Debt; and
- 7           d. Any and all communications with Defendants and/or any third parties regarding Your
- 8 obligations to obtain Senior Debt.
- 9           36. Your Executive Summary dated March 12, 2012.
- 10          37. Any and all communications and/or efforts to contract with other regional centers after
- 11 the execution of the Engagement Letter.
- 12          38. Your record keeping policies.
- 13          39. The destruction of any documents related to the Complaint, Answer, Counterclaim,
- 14 or Answer to Counterclaim, including but not limited to, documents destroyed through a Santa Rosa
- 15 Wildfire.
- 16          40. Your involvement and/or knowledge of any attempts to hack into Dziubla and
- 17 Stanwood's bank and retirement accounts.
- 18          41. Your involvement and/or knowledge of any phishing emails sent to Defendants,
- 19 including but not limited to, a Wells Fargo phishing email.
- 20          42. Your involvement and/or knowledge of any attempts to hack into Dziubla's email
- 21 account.
- 22          43. Your involvement and/or knowledge of any criminal complaints filed or initiated
- 23 against Dziubla and/or Fleming.
- 24          44. Any and all communications with the Morales Parties, including but not limited to:
- 25           a. The CLA;
- 26           b. Your obligations under the CLA;
- 27           c. Your obligations to obtain Senior Debt;
- 28           d. Your efforts to fund the Project;

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1 e. Defendants;
- 2 f. The potential for the Morales Parties to loan You money for the Project;
- 3 g. Negotiations and/or execution of the Morales Line of Credit;
- 4 h. The terms of the Morales Line of Credit;
- 5 i. The parties’ anticipated performance and/or use of the Morales Line of Credit.

6 45. Identification of each and every person working on Your behalf that was involved in  
7 the negotiation, execution, and/or performance under the Morales Line of Credit.

8 46. Any and all facts and/or documents You received from the Morales Parties prior to  
9 the execution of the Morales Line of Credit.

10 47. Your utilization of the Morales Line of Credit.

11 48. Your communications with the experts You disclosed in this litigation including, but  
12 not limited to, DeBono Holmes, Evans, Winters, and Kirkendall.

13 49. Your obligations under Section 5.10 of the CLA regarding EB-5 documentation,  
14 including but not limited to:

- 15 a. Your compliance with Section 5.10 of the CLA;
- 16 b. All documents You provided to Defendants in compliance with Section 5.10 of the  
17 CLA;
- 18 c. Your preparation of GAP financial records.

19 50. All facts and/or documents supporting Your contention that the Holoceck loan was a  
20 “bridge loan” that You obtained in contemplation of receiving EB-5 financing and as permitted under  
21 USCIS regulations.

22 ///

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**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 Oral examination will continue from day to day until completed. You are invited to attend  
2 and participate.

3 DATED this 2<sup>nd</sup> day of February 2022.

4 **JONES LOVELOCK**  
5 /s/ Andrea M. Champion, Esq.  
6 Nicole E. Lovelock, Esq.  
7 Nevada State Bar No. 11187  
8 Sue Trazig Cavaco, Esq.  
9 Nevada State Bar No. 6150  
10 Andrea M. Champion, Esq.  
11 Nevada State Bar No. 13461  
12 6600 Amelia Earhart Court, Suite C  
13 Las Vegas, Nevada 89119  
14 *Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

14 **CERTIFICATE OF SERVICE**

15 I HEREBY CERTIFY that on the 2<sup>nd</sup> day of February 2022, I caused the foregoing **SIXTH**  
16 **AMENDED NOTICE OF DEPOSITION OF FRONT SIGHT MANAGEMENT, LLC** to be  
17 electronically served by and through the Court’s electronic filing system to the attention of the email  
18 addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not  
19 included on the Electronic Mail Notice List, to the following parties:

20 **ALDRICH LAW FIRM, LTD.**  
21 John P. Aldrich, Esq.  
22 Catherine Hernandez, Esq.  
23 Jamie S. Hendrickson, Esq.  
24 7866 West Sahara Avenue  
25 Las Vegas, Nevada 89117  
26 Telephone: (702) 853-5490  
27 Facsimile: (702) 227-1975  
28 Attorneys for Plaintiff/Counterdefendants

/s/ Lorie Januskevicius  
An Employee of JONES LOVELOCK



# EXHIBIT “64”

# EXHIBIT “64”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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**DEPO**  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
Nevada State Bar No. 13461  
**JONES LOVELOCK**  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
Tel: (702) 805-8450  
Fax: (702) 805-8451  
nlovelock@joneslovelock.com  
scavaco@joneslovelock.com  
achampion@joneslovelock.com

Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
**HOGAN HULET PLLC**  
10501 W. Gowan Rd., Suite 260  
Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
Fax: (702) 508-9554  
ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, 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.  
  
AND ALL RELATED CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**SECOND AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST I**

///  
///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: VNV DYNASTY TRUST I  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **17th day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at Esquire Solutions, 1700  
9 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
10 and stenographic deposition of the TRUSTEE(S) of the VNV DYNASTY TRUST I (the "Trust").

11 The deposition will be upon oral examination pursuant to Rules 26 and 30 of the Nevada  
12 Rules of Civil Procedure, before a Notary Public or before some other officer authorized by law to  
13 administer oaths. The deposition shall be recorded by either sound, sound-and-visual, and/or  
14 stenographic means.

15 Oral examination will continue from day to day until completed. You are invited to attend  
16 and participate.

17 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
18 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
19 facts and other information known or reasonably available relating to the topics set forth below.

20 **DEFINITIONS**

- 21 1. "VNV I" or "You" means VNV Dynasty Trust I.
- 22 2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon  
23 Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC,  
24 collectively.
- 25 3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.
- 26 4. "Dziubla" means Robert Dziubla.
- 27 5. "Fleming" means Jon Fleming.
- 28 6. "Stanwood" means Linda Stanwood.
- 7. "EB5IA" means EB5 Impact Advisors, LLC.
- 8. "EB5IC" means EB5 Impact Capital Regional Center, LLC.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           9.       “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,  
2 2020.
- 3           10.       “Answer to Counterclaim” means Your Answer to Counterclaim, filed on October 14,  
4 2020.
- 5           11.       “VNV II” means VNV Dynasty Trust II.
- 6           12.       “Front Sight” means Front Sight Management, LLC.
- 7           13.       “Mr. Piazza” means Ignatius A. Piazza II.
- 8           14.       “Mrs. Piazza” means Jennifer Piazza.
- 9           15.       “Morales Parties” means Morales Construction, Inc., All American Concrete &  
10 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 11          16.       “Morales Construction” means Morales Construction, Inc.
- 12          17.       “All American” means All American Concrete & Masonry Inc.
- 13          18.       “Top Rank” means Top Rank Builders Inc.
- 14          19.       “Morales” means Efrain Rene Morales-Moreno.
- 15          20.       “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,  
16 executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 17          21.       “Meacher” means Michael Gene Meacher.
- 18          22.       “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 19          23.       “CLA” means the Construction Loan Agreement dated October 6, 2016, between  
20 Front Sight and LVDF.
- 21          24.       “Project” means the construction of the Front Sight Resort & Vacation Club and an  
22 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in  
23 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.
- 24          25.       Unless otherwise specified, each of the topics is limited to the time frame of August  
25 2012 to the present.
- 26          26.       “Communication” and/or “Communications” is used in the broadest sense and  
27 includes, but is not limited to, any oral or written transmittal of information or request for information  
28 made from one person to another, whether made in person, by telephone or by any other means, or a

1 document made for the purpose of recording a communication, idea, statement, opinion or belief.

2 27. "Relating to," "Related to," "Relates to," "Relates," "Reflects," "Refers," "Referring  
3 to," "In relating to," and "Referred to" means pertaining, concerning, regarding, depicting,  
4 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
5 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

6 28. The term "and" includes the term "or," and the term "or" includes the term "and."

7 29. When the context so requires, references to the masculine gender include the feminine  
8 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
9 singular references include the plural, and plural references include the singular.

10 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

- 11 1. Your document retention policies.
- 12 2. Your responses to written discovery.
- 13 3. All attempts You made to collect and produce relevant and responsive documents in  
14 this litigation.
- 15 4. Any and all money You received from Front Sight from October 6, 2016 to the  
16 present.
- 17 5. Any and all non-monetary assets You received from Front Sight from October 6, 2016  
18 to the present.
- 19 6. Any and all money You transferred out of the VNV I from October 6, 2012 to the  
20 present.
- 21 7. Any and all non-monetary assets You transferred out of the VNV I from October 6,  
22 2012 to the present.
- 23 8. Your beneficiaries.
- 24 9. Your trustees.
- 25 10. Your assets.
- 26 11. Your relationship to Front Sight, Mr. Piazza and/or Mrs. Piazza.
- 27 12. Your tax returns from 2016 to 2020.
- 28 13. Any and all loan agreement(s) You have with Front Sight, Mr. Piazza and/or Mrs.

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6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1 Piazza from 2016 to the present, including but not limited to:
- 2           a. The term of said loan agreement(s);
- 3           b. Any and all documents related to said loan agreement(s); and
- 4           c. Any and all payments made under said loan agreement(s).
- 5 14. Your knowledge and/or involvement in Front Sight.
- 6 15. Your knowledge and/or involvement in the CLA.
- 7 16. Your Answer to Counterclaim, including but not limited to:
- 8           a. Your denial of the Counterclaim; and
- 9           b. Your affirmative defenses.

10 DATED this 2<sup>nd</sup> day of February 2022.

11 **JONES LOVELOCK**

12           /s/ Andrea M. Champion, Esq.  
 13 Nicole E. Lovelock, Esq.  
 Nevada State Bar No. 11187  
 Sue Trazig Cavaco, Esq.  
 14 Nevada State Bar No. 6150  
 Andrea M. Champion, Esq.  
 15 Nevada State Bar No. 13461  
 6600 Amelia Earhart Court, Suite C  
 16 Las Vegas, Nevada 89119

17 *Attorneys for Las Vegas Development*  
 18 *Fund, LLC, EB5 Impact Capital Regional*  
*Center, LLC, EB5 Impact Advisors, LLC*

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of February 2022, I caused the foregoing **SECOND AMENDED NOTICE OF DEPOSITION OF VNV DYNASTY TRUST I** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Lorie Januskevicius  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

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# EXHIBIT “65”

# EXHIBIT “65”



**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
3 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
4 Nevada State Bar No. 13461  
**JONES LOVELOCK**  
5 6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
6 Tel: (702) 805-8450  
Fax: (702) 805-8451  
7 nlovelock@joneslovelock.com  
scavaco@joneslovelock.com  
8 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
10 **HOGAN HULET PLLC**  
10501 W. Gowan Rd., Suite 260  
11 Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
12 Fax: (702) 508-9554  
ken@h2legal.com

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*

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**SECOND AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST II**

25 **AND ALL RELATED CLAIMS.**  
26

27 ///

28 ///

JONES LOVELOCK  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: VNV DYNASTY TRUST II  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **18th day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at Esquire Solutions, 1700  
9 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
10 and stenographic deposition of the TRUSTEE(S) of VNV DYNASTY TRUST II (the "Trust").

11 The deposition will be upon oral examination pursuant to Rules 26 and 30 before a Notary  
12 Public or before some other officer authorized by law to administer oaths. The deposition shall be  
13 recorded by either sound, sound-and-visual, and/or stenographic means.

14 Oral examination will continue from day to day until completed. You are invited to attend  
15 and participate.

16 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
17 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
18 facts and other information known or reasonably available relating to the topics set forth below.

19 **DEFINITIONS**

- 20 1. "VNV II" or "You" means VNV Dynasty Trust II.
- 21 2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon  
22 Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC,  
23 collectively.
- 24 3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.
- 25 4. "Dziubla" means Robert Dziubla.
- 26 5. "Fleming" means Jon Fleming.
- 27 6. "Stanwood" means Linda Stanwood.
- 28 7. "EB5IA" means EB5 Impact Advisors, LLC.
- 8. "EB5IC" means EB5 Impact Capital Regional Center, LLC.
- 9. "Counterclaim" means the First Amended Counterclaim filed by LVDF on June 4,

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1 2020.
- 2 10. “Answer to Counterclaim” means Your Answer to Counterclaim, filed on October 14,
- 3 2020.
- 4 11. “VNV I” means VNV Dynasty Trust I.
- 5 12. “Front Sight” means Front Sight Management, LLC.
- 6 13. “Mr. Piazza” means Ignatius A. Piazza II.
- 7 14. “Mrs. Piazza” means Jennifer Piazza.
- 8 15. “Morales Parties” means Morales Construction, Inc., All American Concrete &
- 9 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 10 16. “Morales Construction” means Morales Construction, Inc.
- 11 17. “All American” means All American Concrete & Masonry Inc.
- 12 18. “Top Rank” means Top Rank Builders Inc.
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- 14 20. “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,
- 15 executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 16 21. “Meacher” means Michael Gene Meacher.
- 17 22. “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 18 23. “CLA” means the Construction Loan Agreement dated October 6, 2016, between
- 19 Front Sight and LVDF.
- 20 24. “Project” means the construction of the Front Sight Resort & Vacation Club and an
- 21 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in
- 22 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.
- 23 25. Unless otherwise specified, each of the topics is limited to the time frame of August
- 24 2012 to the present.
- 25 26. “Communication” and/or “Communications” is used in the broadest sense and
- 26 includes, but is not limited to, any oral or written transmittal of information or request for information
- 27 made from one person to another, whether made in person, by telephone or by any other means, or a
- 28 document made for the purpose of recording a communication, idea, statement, opinion or belief.

1 27. “Relating to,” “Related to,” “Relates to,” “Relates,” “Reflects,” “Refers,” “Referring  
2 to,” “In relating to,” and “Referred to” means pertaining, concerning, regarding, depicting,  
3 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
4 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

5 28. The term “and” includes the term “or,” and the term “or” includes the term “and.”

6 29. When the context so requires, references to the masculine gender include the feminine  
7 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
8 singular references include the plural, and plural references include the singular.

9 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

- 10 1. Your document retention policies.
- 11 2. Your responses to written discovery.
- 12 3. All attempts You made to collect and produce relevant and responsive documents in  
13 this litigation.
- 14 4. Any and all money You received from Front Sight from October 6, 2016 to the  
15 present.
- 16 5. Any and all non-monetary assets You received from Front Sight from October 6, 2016  
17 to the present.
- 18 6. Any and all money You transferred out of the VNV II from October 6, 2012 to the  
19 present.
- 20 7. Any and all non-monetary assets You transferred out of the VNV II from October 6,  
21 2012 to the present.
- 22 8. Your beneficiaries.
- 23 9. Your trustees.
- 24 10. Your assets.
- 25 11. Your relationship to Front Sight, Mr. Piazza and/or Mrs. Piazza.
- 26 12. Your tax returns from 2016 to 2020.
- 27 13. Any and all loan agreement(s) You have with Front Sight, Mr. Piazza and/or Mrs.  
28 Piazza from 2016 to the present, including but not limited to:

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
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- a. The term of said loan agreement(s);
  - b. Any and all documents related to said loan agreement(s); and
  - c. Any and all payments made under said loan agreement(s).
- 14. Your knowledge and/or involvement in Front Sight.
  - 15. Your knowledge and/or involvement in the CLA.
  - 16. Your Answer to Counterclaim, including but not limited to:
    - a. Your denial of the Counterclaim; and
    - b. Your affirmative defenses.

DATED this 2<sup>nd</sup> day of February 2022.

**JONES LOVELOCK**

/s/ Andrea M. Champion, Esq.  
 Nicole E. Lovelock, Esq.  
 Nevada State Bar No. 11187  
 Sue Trazig Cavaco, Esq.  
 Nevada State Bar No. 6150  
 Andrea M. Champion, Esq.  
 Nevada State Bar No. 13461  
 6600 Amelia Earhart Court, Suite C  
 Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of February 2022, I caused the foregoing **SECOND AMENDED NOTICE OF DEPOSITION OF VNV DYNASTY TRUST II** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counter-Defendants

/s/ Lorie Januskevicius  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

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# EXHIBIT “66”

# EXHIBIT “66”

*Heather L. Smith*  
CLERK OF THE COURT

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**SAO**  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
**JONES LOVELOCK**  
6600 Amelia Earhart Court, Suite C  
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Tel: (702) 805-8450  
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scavaco@joneslovelock.com

Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
**HOGAN HULET PLLC**  
10501 W. Gowan Rd., Suite 260  
Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
Fax: (702) 508-9554  
ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC,  
Robert W. Dziubla, Jon Fleming and Linda Stanwood*

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

**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

**STIPULATION AND ORDER  
EXTENDING DISCOVERY AND  
CONTINUING TRIAL**

AND ALL RELATED COUNTERCLAIMS.

Plaintiff/Counterdefendants Front Sight Management, LLC (“Plaintiff” or “Front Sight”),  
Ignatius Piazza, Jennifer Piazza, VNV Dynasty Trust I, Dynasty Trust II, Michael Meacher, Efrain  
Rene Morales, Morales Construction, Inc., All American Concrete and Masonry, Inc., and Top  
Rank Builders, Inc. (collectively, “Counterdefendants”), by and through their attorneys of record,



**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 John P. Aldrich, Esq. and Jamie S. Hendrickson, Esq., of the Aldrich Law Firm, Ltd., and  
2 Defendants/Counterclaimant Las Vegas Development Fund, LLC (“LVD Fund”), EB5 Impact  
3 Capital Regional Center LLC, EB5 Impact Advisors LLC, Robert W. Dziubla, Jon Fleming, and  
4 Linda Stanwood (collectively, the “Lender Parties”) by and through their attorneys of record,  
5 Andrea M. Champion, Esq., Nicole E. Lovelock, Esq., and Sue T. Cavaco, Esq., of Jones Lovelock,  
6 and Kenneth E. Hogan, Esq., of Hogan Hulet PLLC, hereby stipulate and agree to extend the  
7 discovery deadlines and trial pursuant to EDCR 2.35. This extension is not sought for the purposes  
8 of delay.

9 In compliance with EDCR 2.35(b), the parties advise the Court of the following:

10 **Discovery Completed to Date:**

11 1. Plaintiff has served the following NRCP 16.1 Early Case Conference List of  
12 Witnesses and Documents:

- 13 a. Initial Disclosures served on June 25, 2019;
- 14 b. First Supplement to Initial Disclosures served on July 18, 2019;
- 15 c. Second Supplement to Initial Disclosures served on July 29, 2019;
- 16 d. Third Supplement to Initial Disclosures served on August 7, 2019;
- 17 e. Fourth Supplement to Initial Disclosures served on October 22, 2019;
- 18 f. Fifth Supplement to Initial Disclosures served on February 7, 2020;
- 19 g. Sixth Supplement to Initial Disclosures served on March 27, 2020;
- 20 h. Seventh Supplement to Initial Disclosures served on April 3, 2020;
- 21 i. Eighth Supplement to Initial Disclosures served on April 7, 2020;
- 22 j. Ninth Supplement to Initial Disclosures served on May 12, 2020;
- 23 k. Tenth Supplement to Initial Disclosures served on May 18, 2020;
- 24 l. Eleventh Supplement to Initial Disclosures served on June 19, 2020;
- 25 m. Twelfth Supplement to Initial Disclosures served on June 19, 2020;
- 26 n. Thirteenth Supplement to Initial Disclosures served on July 13, 2020;
- 27 o. Fourteenth Supplement to Initial Disclosures served on July 14, 2020;
- 28 p. Fifteenth Supplement to Initial Disclosures served on July 21, 2020;

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- 1 q. Sixteenth Supplement to Initial Disclosures served on August 25, 2020;
- 2 r. Seventeenth Supplement to Initial Disclosures served on August 25, 2020;
- 3 s. Eighteenth Supplement to Initial Disclosures served on October 28, 2020;
- 4 t. Nineteenth Supplement to Initial Disclosures served on November 2, 2020;
- 5 u. Twentieth Supplement to Initial Disclosures served on November 4, 2020;
- 6 v. Twenty-First Supplement to Initial Disclosures served on December 8, 2020;
- 7 w. Twenty-Second Supplement to Initial Disclosures served on December 16, 2020;
- 8 x. Twenty-Third Supplement to Initial Disclosures served on January 28, 2021;
- 9 y. Twenty-Fourth Supplement to Initial Disclosures served on January 29, 2021;
- 10 z. Twenty-Fifth Supplement to Initial Disclosures served on August 27, 2021; and
- 11 aa. Twenty-Sixth Supplement to Initial Disclosures served on September 21, 2021.
- 12 2. To date, Plaintiff has produced over 24,000 pages of documents.
- 13 3. The Lender Parties have served the following NRCP 16.1 Disclosures:
  - 14 a. Initial Disclosures served on July 9, 2019;
  - 15 b. First Supplement to Initial Discovery served on August 19, 2019;
  - 16 c. Third Supplement to Initial Disclosures served on January 10, 2020;
  - 17 d. Fourth Supplement to Initial Disclosure served on February 4, 2020;
  - 18 e. Fifth Supplement to Initial Disclosures served on May 13, 2020;
  - 19 f. Sixth Supplement to Initial Disclosures served on May 18, 2020;
  - 20 g. Seventh Supplement to Initial Disclosures served on July 30, 2020;
  - 21 h. Eighth Supplement to Initial Disclosures served on August 6, 2020;
  - 22 i. Ninth Supplement to Initial Disclosures served on September 21, 2020;
  - 23 j. Tenth Supplement to Initial Disclosures served on October 16, 2020;
  - 24 k. Eleventh Supplement to Initial Disclosures served on December 4, 2020;
  - 25 l. Twelfth Supplement to Initial Disclosures served on January 8, 2021;
  - 26 m. Thirteenth Supplement to Initial Disclosures served on January 22, 2021; and
  - 27 n. Fourteenth Supplement to Initial Disclosures served on January 6, 2022.
- 28 4. To date, the Lender Parties have produced over 30,000 pages of documents.

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- 1           5. The parties have also engaged in extensive written discovery. The parties have  
2           propounded several sets of interrogatories and requests for production of documents to  
3           the opposing parties. As the Court is aware, there have been multiple discovery disputes,  
4           resulting in motions to compel on both sides of the case; however, the parties continue  
5           to work to resolve their discovery disputes. The parties reserve all rights with regard to  
6           discovery issues.
- 7           6. The parties have taken the following depositions:
- 8                 a. Deposition of Jay Carter taken on February 12, 2020;
- 9                 b. Deposition of David Keller taken on February 12, 2020;
- 10                c. Deposition of Person Most Knowledgeable of Empyrean West, LLC taken on  
11                February 12, 2020;
- 12                d. Depositions of Rene Morales, Custodian of Record for Morales Construction,  
13                Inc., All American Concrete and Masonry, Inc., and Top Rank Builders, Inc.  
14                taken on March 16, 2020 and August 19, 2021;
- 15                e. Deposition of Robert Dziubla as NRCP 30(b)(6) Representative of Defendant  
16                EB5 Impact Advisors LLC taken on May 10, 2011;
- 17                f. Deposition of Robert Dziubla as NRCP 30(b)(6) Representative of Defendant  
18                EB5 Impact Capital Regional Center LLC taken on May 11, 2011;
- 19                g. Deposition of Robert Dziubla as NRCP 30(b)(6) Representative of Defendant  
20                Las Vegas Development Fund commenced on May 20, 2021 and a continuation  
21                of that deposition on October 13, 2021;
- 22                h. Deposition of third-party Kyle Scott taken on August 27, 2021;
- 23                i. Deposition of Defendants' Expert Witness David Hirson taken on October 7,  
24                2021;
- 25                j. Deposition of Defendant Jon Fleming on October 12, 2021;
- 26                k. Deposition of Perry Dealy, LVDF's Director of Development, on October 25,  
27                2021;
- 28                l. Deposition of Ethan Devine on October 25, 2021;

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- 1 m. Deposition of Defendants’ Expert Witness Paul Zimmer taken on October 28,
- 2 2021; and
- 3 n. Deposition of Defendants’ Expert Witness Jeff Porter taken on November 4,
- 4 2021.
- 5 7. The parties have issued several subpoena to third parties. Those subpoenas have been
- 6 the subject of several different motions to quash subpoenas, some of which the Court
- 7 has granted, some of which the Court denied, and some which are still pending before
- 8 the Court.
- 9 8. Plaintiff/Counterdefendants have served the following Designations of Expert
- 10 Witnesses:
- 11 a. Designation of Expert Witnesses served on October 24, 2019;
- 12 b. First Supplement to Designation of Expert Witnesses served on April 3, 2020;
- 13 c. Second Supplement to Designation of Expert Witnesses served on May 27,
- 14 2021; and
- 15 d. Third Supplement to Designation of Expert Witnesses served on June 28, 2021.
- 16 9. The Lender Parties have served the following Designations of Expert Witnesses:
- 17 a. Initial Designation of Expert Witnesses served on April 3, 2020;
- 18 b. Disclosure of Expert Witness Jeffrey D. Porter served on May 27, 2021; and
- 19 c. Disclosure of Expert Rebuttal Witnesses served on August 30, 2021.
- 20 10. Las Vegas Development Fund, LLC served its Supplement to Initial Expert
- 21 Designations removing certain experts on October 26, 2021.

**Remaining Discovery to be Completed:**

The parties believe that the following discovery remains to be completed:

- 24 1. Depositions of the parties and witnesses identified by the parties;
- 25 2. Additional written discovery, and resolution of the parties’ pending discovery
- 26 disputes;
- 27 3. Expert depositions; and
- 28 4. Other discovery as necessary.

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**Reasons Why Remaining Discovery Not Completed:**

The Lender Parties have a number of depositions to complete, including but not limited to, the depositions of Ignatius Piazza (to be deposed individually and as a 30(b)(6) representative of Front Sight and the VNV Dynasty Trusts), Mrs. Piazza, and Mr. Meacher. Plaintiff and Counterdefendants dispute whether the Lender Parties’ depositions were noticed on dates that those witnesses were available.<sup>1</sup> The Lender Parties also need to complete the depositions of Plaintiff’s expert witnesses.

In order to allow the Lender Parties the time necessary to complete the necessary party and expert depositions, the parties have agreed to work together to find **firm** deposition dates for Mr. Piazza, both individually and on behalf of Front Sight and each of the VNV Dynasty Trusts, Mr. Meacher, Mrs. Piazza, and each of Front Sight’s experts. The Lender Parties anticipate being able to complete those depositions within sixty (60) days.

**Proposed Schedule for Completing Remaining Discovery:**

The parties request and stipulate that the Court continue the deadlines in this case by sixty (60) days as follows:

<u>Event Deadline</u>	<u>Current Date</u>	<u>Proposed Date</u>
Last day to complete discovery	February 11, 2022	<b>April 12, 2022</b>
Last day to file dispositive motions and motions in limine (and briefing schedule)	Motions: February 28, 2022 Oppositions: March 14, 2022 Replies: Seven (7) calendar days before the hearing(s)	<b>Motions: April 29, 2022</b> <b>Oppositions: May 13, 2022</b> <b>Replies: Seven (7) calendar days before the hearing(s)</b>

<sup>1</sup> The parties disagree as to the history of the Lender Parties’ noticed depositions but for purposes of this Stipulation and Order, are simply reserving their rights as to the depositions to be completed.

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**Current Trial Date:**

The parties’ proposed extension of discovery deadlines by sixty (60) days will impact the current trial stack of April 18, 2022. Therefore, the parties stipulate and agree, that in order to allow them the time needed to complete dispositive motions and motions in limine, that trial in this matter be continued to the Court’s first available jury-trial stack after any dispositive motions and motions in limine may be heard (as stated above).

This Stipulation is made in good faith and not for purposes of delay.

Dated this 21<sup>st</sup> day of January, 2022.

Dated this 21<sup>st</sup> day of January, 2022.

**JONES LOVELOCK**

**HOGAN HULET PLLC**

ss://Andrea M. Champion  
Nicole Lovelock  
Nevada Bar No. 11187  
Sue T. Cavaco  
Nevada State Bar No. 6150  
Andrea M. Champion  
Nevada State Bar No. 13461  
7866 West Sahara Avenue  
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*Attorneys for Defendants/Counterclaimant*

ss:// Kenneth E. Hogan  
Kenneth E. Hogan, Esq.  
Nevada Bar No. 10083  
1140 N Town Center Dr., Ste 300  
Las Vegas, Nevada 89144  
Tel: (702) 800-5482  
*Attorneys for Defendants/Counterclaimant*

Dated this 21<sup>st</sup> day of January, 2022.

**ALDRICH LAW FIRM, LTD.**

ss://John P. Aldrich  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Tel: (702) 853-5490  
*Attorneys for Plaintiff/Counterdefendants*

///  
///  
///

**ORDER**

Upon the foregoing stipulation of the parties and good cause appearing therefore,

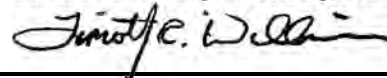
**IT IS HEREBY ORDERED** that the deadlines be continued shall be amended as follows:

Event Deadline:	New Deadline:
Last day to complete discovery	<b>April 12, 2022</b>
Last day to file dispositive motions and motions in limine (and briefing schedule)	<b>Motions: April 29, 2022</b> <b>Oppositions: May 13, 2022</b> <b>Replies: Seven (7) calendar days before the hearing(s)</b>

**IT IS FURTHER ORDERED** that the current trial date of April 18, 2022 is vacated and that trial is hereby rescheduled to June 27, 2022 at 9:30 a.m. The Pre-Trial/Calendar Call is hereby rescheduled to June 16, 2022 at 10:30 a.m. The Status Check regarding trial readiness is hereby rescheduled to April 28, 2022 at 9:00 a.m. The Pre-Trial Memorandum is due June 23, 2022.

**IT IS SO ORDERED.**

Dated this 21st day of January, 2022



LB

818 42B B65A 8D94  
 Timothy C. Williams  
 District Court Judge

**JONES LOVELOCK**  
 6600 Amelia Earhart Ct., Suite C  
 Las Vegas, Nevada 89119

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**From:** [John Aldrich](#)  
**To:** [Andrea Champion](#); "Ken Hogan"  
**Cc:** [Julie Linton](#); [Traci Bixenmann](#)  
**Subject:** RE: Eighth Judicial District Court - Proposed Order Returned  
**Date:** Thursday, January 20, 2022 3:03:16 PM  
**Attachments:** [image001.png](#)

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Andi,

You may use my e-signature. Thank you.

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:** Thursday, January 20, 2022 2:57 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; 'Ken Hogan' <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Cc:** Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>  
**Subject:** FW: Eighth Judicial District Court - Proposed Order Returned

John and Ken,

Based on the Court's below email, attached is the updated stipulation and order extending discovery. We have amended only the language on page 8 (the Court's Order) pursuant to the Court's request.

Out of an abundance of caution, please respond to this email authorizing the use of your e-signature.

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**From:** Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>  
**Sent:** Thursday, January 20, 2022 2:52 PM



**From:** [Kenneth Hogan](#)  
**To:** [Andrea Champion](#); [John Aldrich](#)  
**Cc:** [Julie Linton](#)  
**Subject:** RE: Eighth Judicial District Court - Proposed Order Returned  
**Date:** Friday, January 21, 2022 3:26:20 PM  
**Attachments:** [image001.png](#)

---

You're authorized to affix my signature.

---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Thursday, January 20, 2022 2:57 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Kenneth Hogan <[ken@h2legal.com](mailto:ken@h2legal.com)>  
**Cc:** Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>  
**Subject:** FW: Eighth Judicial District Court - Proposed Order Returned

John and Ken,

Based on the Court's below email, attached is the updated stipulation and order extending discovery. We have amended only the language on page 8 (the Court's Order) pursuant to the Court's request.

Out of an abundance of caution, please respond to this email authorizing the use of your e-signature.

---

**From:** Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>  
**Sent:** Thursday, January 20, 2022 2:52 PM  
**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Subject:** FW: Eighth Judicial District Court - Proposed Order Returned

Andi,

See email below from department 16.

**PLEASE NOTE OUR NEW ADDRESS**

**Julie Linton**



6600 Amelia Earhart Ct., Suite C  
Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E [jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)

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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 Stipulation and Order to Extend Discovery Deadlines was served via  
15 the court's electronic eFile system to all recipients registered for e-Service on the above  
16 entitled case as listed below:

17 Service Date: 1/21/2022

18 Traci Bixenmann	traci@johnaldrichlawfirm.com
19 Nicole Lovelock	nlovelock@joneslovelock.com
20 Kathryn Holbert	kholbert@farmercase.com
21 Lorie Januskevicius	ljanuskevicius@joneslovelock.com
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24 John Aldrich	jaldrich@johnaldrichlawfirm.com
25 Mona Gantos	mona.gantos@greerlaw.biz
26 Stephen Davis	sdavis@joneslovelock.com
27 Kenneth Hogan	ken@h2legal.com

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Jeffrey Hulet	jeff@h2legal.com
Julie Linton	jlinton@joneslovelock.com
Georlen Spangler	jspangler@joneslovelock.com
Andrea Champion	achampion@joneslovelock.com

# EXHIBIT “67”

# EXHIBIT “67”

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**DEPO**  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
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ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, 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.  
  
AND ALL RELATED CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**EIGHTH AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

///  
///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: JENNIFER PIAZZA  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **14th day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at **Collins Realtime**  
9 **Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas 75201**, Las Vegas Development  
10 Fund, LLC will take the video and stenographic deposition of Jennifer Piazza upon oral examination  
11 pursuant to Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before  
12 some other officer authorized by law to administer oaths. The deposition shall be recorded by either  
13 sound, sound-and-visual, and/or stenographic means.

12 **ZOOM Information:**

13 **https://aacrlv.zoom.us/j/98971397395**  
14 **Meeting ID: 989 7139 7395**  
15 **Passcode: 338794**  
16 **Telephone Participants Dial: (669) 900-6833 enter**  
17 **Meeting ID: 989 7139 7395##**

18 Ms. Piazza's examination will continue from day to day until completed. You are invited to  
19 attend and cross-examine.

20 DATED this 10<sup>th</sup> day of March 2022.

21 **JONES LOVELOCK**

22 /s/ Andrea M. Champion, Esq.  
23 Nicole E. Lovelock, Esq.  
24 Nevada State Bar No. 11187  
25 Sue Trazig Cavaco, Esq.  
26 Nevada State Bar No. 6150  
27 Andrea M. Champion, Esq.  
28 Nevada State Bar No. 13461  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

28 ///

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 10<sup>th</sup> day of March 2022, I caused the foregoing **EIGHTH** **AMENDED NOTICE OF DEPOSITION OF JENNIFER PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
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# EXHIBIT “68”

# EXHIBIT “68”



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Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
3 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
4 Nevada State Bar No. 13461  
**JONES LOVELOCK**  
5 6600 Amelia Earhart Court, Suite C  
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8 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
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10 **HOGAN HULET PLLC**  
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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*

16  
17  
18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**EIGHTH AMENDED NOTICE OF  
DEPOSITION OF IGNATIUS PIAZZA**

25  
26 **AND ALL RELATED CLAIMS.**

27 ///

28 ///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: IGNATIUS PIAZZA  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **15th day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at **Collins Realtime**  
9 **Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas 75201**, Las Vegas Development  
10 Fund, LLC will take the video and stenographic deposition of Ignatius Piazza upon oral examination  
11 pursuant to Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before  
12 some other officer authorized by law to administer oaths. The deposition shall be recorded by either  
13 sound, sound-and-visual, and/or stenographic means.

12 **ZOOM Information:**

13 **https://aacrlv.zoom.us/j/91203388018**  
14 **Meeting ID: 912 0338 8018**  
15 **Passcode: 898011**  
16 **Telephone Participants Dial: (669) 900-6833 enter**  
17 **Meeting ID: 912 0338 8018##**

18 Mr. Piazza's examination will continue from day to day until completed. You are invited to  
19 attend and cross-examine.

20 DATED this 10<sup>th</sup> day of March 2022.

21 **JONES LOVELOCK**

22 /s/ Andrea M. Champion, Esq.  
23 Nicole E. Lovelock, Esq.  
24 Nevada State Bar No. 11187  
25 Sue Trazig Cavaco, Esq.  
26 Nevada State Bar No. 6150  
27 Andrea M. Champion, Esq.  
28 Nevada State Bar No. 13461  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

27 ///

28 ///

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 10<sup>th</sup> day of March 2022, I caused the foregoing **EIGHTH** **AMENDED NOTICE OF DEPOSITION OF IGNATIUS PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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# EXHIBIT “69”

# EXHIBIT “69”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
3 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
4 Nevada State Bar No. 13461  
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8 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
10 **HOGAN HULET PLLC**  
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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*

16  
17  
18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**SEVENTH AMENDED NOTICE OF  
DEPOSITION OF FRONT SIGHT  
MANAGEMENT, LLC**

25  
26 **AND ALL RELATED CLAIMS.**

27 ///

28 ///

JONES LOVELOCK  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: FRONT SIGHT MANAGEMENT, LLC

2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **16th day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at **Collins Realtime**  
9 **Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas 75201**, Defendants/  
10 Counterclaimants will take the video and stenographic deposition of the NRCP 30(b)(6)  
11 representative(s) of Plaintiff/Counterdefendant Front Sight Management, LLC concerning the  
12 subject matters enumerated below, upon oral examination pursuant to Rules 26 and 30, and  
13 specifically Rule 30(b)(6) of the Nevada Rules of Civil Procedure, before a Notary Public or before  
14 some other officer authorized by law to administer oaths. The deposition shall be recorded by either  
15 sound, sound-and-visual, and/or stenographic means.

14 **ZOOM Information:**

15 **https://aacrlv.zoom.us/j/93130216376**  
16 **Meeting ID: 931 3021 6376**  
17 **Passcode: 845231**  
18 **Telephone Participants Dial: (669) 900-6833 enter**  
19 **Meeting ID: 931 3021 6376##**

20 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
21 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
22 facts and other information known or reasonably available relating to the topics set forth below.

21 **DEFINITIONS**

- 22 1. "Front Sight" or "You" means Front Sight Management, LLC.  
23 2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon  
24 Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC,  
25 collectively.  
26 3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.  
27 4. "Dziubla" means Robert Dziubla.  
28 5. "Fleming" means Jon Fleming.

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- 1           6.       “Stanwood” means Linda Stanwood.
- 2           7.       “EB5IA” means EB5 Impact Advisors, LLC.
- 3           8.       “EB5IC” means EB5 Impact Capital Regional Center, LLC.
- 4           9.       “Complaint” means the Second Amended Complaint You filed on January 4, 2019 in
- 5 *Front Sight Management LLC v. Las Vegas Development Fund LLC*, Eighth Judicial District Court,
- 6 Case No. A-18-781084-B.
- 7           10.      “Answer” means the Answer to Plaintiff’s Second Amended Complaint, filed by
- 8 Defendants on June 4, 2020.
- 9           11.      “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,
- 10 2020.
- 11          12.      “Answer to Counterclaim” means Counterdefendant Front Sight’s Answer to
- 12 Counterclaim, filed on October 14, 2020.
- 13          13.      “VNV I” means VNV Dynasty Trust I.
- 14          14.      “VNV II” means VNV Dynasty Trust II.
- 15          15.      “VNV Trusts” means VNV Dynasty Trust I and VNV Dynasty Trust II, collectively.
- 16          16.      “Mr. Piazza” means Ignatius A. Piazza II.
- 17          17.      “Mrs. Piazza” means Jennifer Piazza.
- 18          18.      “Morales Parties” means Morales Construction, Inc., All American Concrete &
- 19 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 20          19.      “Morales Construction” means Morales Construction, Inc.
- 21          20.      “All American” means All American Concrete & Masonry Inc.
- 22          21.      “Top Rank” means Top Rank Builders Inc.
- 23          22.      “Morales” means Efrain Rene Morales-Moreno.
- 24          23.      “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,
- 25 executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 26          24.      “Meacher” means Michael Gene Meacher.
- 27          25.      “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 28          26.      “CLA” means the Construction Loan Agreement dated October 6, 2016, between

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1 Front Sight and LVDF.

2 27. "Project" means the construction of the Front Sight Resort & Vacation Club and an  
3 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in  
4 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.

5 28. Unless otherwise specified, each of the topics is limited to the time frame of August  
6 2012 to the present.

7 29. "Communication" and/or "Communications" is used in the broadest sense and  
8 includes, but is not limited to, any oral or written transmittal of information or request for information  
9 made from one person to another, whether made in person, by telephone or by any other means, or  
10 a document made for the purpose of recording a communication, idea, statement, opinion or belief.

11 30. "Relating to," "Related to," "Relates to," "Relates," "Reflects," "Refers," "Referring  
12 to," "In relating to," and "Referred to" means pertaining, concerning, regarding, depicting,  
13 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
14 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

15 31. The term "and" includes the term "or," and the term "or" includes the term "and."

16 32. When the context so requires, references to the masculine gender include the feminine  
17 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
18 singular references include the plural, and plural references include the singular.

19 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

20 1. Any and all declarations You executed related to this litigation, including but not  
21 limited to, the factual basis for the same.

22 2. Your Complaint and Answer to Counterclaim, including but not limited to:

23 a. The factual basis for Your first claim for relief for Fraud/Intentional  
24 Misrepresentation/Concealment;

25 b. Identifying each alleged misrepresentation by Defendants, including who made said  
26 misrepresentation(s), when said misrepresentation(s) were made, and the facts demonstrating that  
27 said representation(s) were false;

28 c. Your reliance, if any, on Defendants' alleged misrepresentations;



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- 1 d. The factual basis for Your third claim for relief for Conversion;
- 2 e. Identifying each time You contend Defendants wrongfully asserted dominion over
- 3 Your property, including but not limited to misappropriating and spending Your money advances for
- 4 purposes other than that for which it was intended;
- 5 f. The factual basis for Your fourth claim for relief for Civil Conspiracy;
- 6 g. Dziubla, Fleming, and Stanwood’s individual involvement in said alleged conspiracy
- 7 and actions each took in furtherance of said conspiracy;
- 8 h. The factual basis for Your fifth claim for relief for Breach of Contract;
- 9 i. Identification of each alleged breach of the February 2013 engagement letter by
- 10 EB5IA;
- 11 j. Identification of each alleged breach of the CLA by LVDF;
- 12 k. The factual basis for Your sixth claim for relief for Contractual Breach of the Implied
- 13 Covenant of Good Faith and Fair Dealing;
- 14 l. The factual basis for Your Eighth claim for relief for Intentional Interference with
- 15 Prospective Economic Advantage;
- 16 m. Identification of each prospective relationship that was damaged as a result of
- 17 Defendants’ alleged conduct;
- 18 n. The factual basis for Your tenth claim for relief for Negligent Misrepresentation;
- 19 o. Identifying each alleged misrepresentation by EB5IA and Dziubla regarding their
- 20 ability to raise capital for the Project;
- 21 p. The damages You contend you suffered as a result of Defendants’ conduct and a
- 22 detailed explanation of how You are calculating Your damages;
- 23 q. The basis for Your request for an award of attorneys’ fees;
- 24 r. The basis for Your request for an award of punitive damages;
- 25 s. The factual basis for your denial of LVDF’s Counterclaims;
- 26 t. The facts/documents related to any and all transfers from Front Sight to Mr. and Mrs.
- 27 Piazza;
- 28 u. The facts/documents related to any and all transfers from Front Sight to the VNV

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1 Trusts;

2 v. The facts/documents related to the negotiation and execution of the Morales Line of

3 Credit

4 w. Front Sight’s representations to its members that it would turn over the business to its  
5 members;

6 x. Front Sight’s sale of Front Sight points or credits or any variant thereof to its members;

7 y. Any and all demands or threats of potential lawsuits made upon Front Sight by third-  
8 parties not named in this lawsuit; and

9 z. The value of LVDF’s Property;

10 aa. Your Answer to the Counterclaim; and

11 bb. Your affirmative defenses to the Counterclaim.

12 3. Any and all requests made by You to Defendants of an accounting.

13 4. Defendants’ accountings, including Your factual basis for:

14 a. Any contention You may have that Defendants’ accounting(s) are deficient;

15 b. Identification of specific expenditures that you believe are false and/or improper.

16 5. Your responses to written discovery.

17 6. Your efforts to collect and produce all relevant and responsive documents in this  
18 litigation.

19 7. Membership in Front Sight, including but not limited to:

20 a. Your newsletters and representations to members including but not limited to,  
21 representations about this lawsuit, Your efforts to complete the Project, and representations about the  
22 future ownership of Front Sight;

23 b. Your efforts to raise money from Your members; and

24 c. Any and all distributions to Your members.

25 8. Your management, including but not limited to:

26 a. Identification of any and all employees and/or managers authorized to speak on Your  
27 behalf; and

28 b. Compensation.

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Las Vegas, Nevada 89119

- 1           9.       Your ownership, including but not limited to:
  - 2           a.       Identification of all owners of Front Sight; and
  - 3           b.       Compensation from Front Sight to each and every owner.
- 4           10.       Your employees and/or independent contractors, including but not limited to:
  - 5           a.       The facts/documents reflecting the number of employees and/or independent
   
6 contractors You employed prior to the CLA; and
  - 7           b.       The facts/documents reflecting the number of employees and/or independent
   
8 contractors You currently employ;
  - 9           c.       The number of jobs You contend that were created related to the Project (and as
   
10 contemplated by the CLA);
  - 11          d.       Job descriptions for Your employees and/or managers; and
  - 12          e.       Job descriptions and duties of the jobs You contend were created pursuant to the CLA
   
13 (and in support of the EB-5 program).
- 14           11.       Any and all compensation and/or payments of any kind made to Mr. Piazza.
- 15           12.       Any and all compensation and/or payments of any kind made to Mrs. Piazza.
- 16           13.       Any and all compensation and/or payments of any kind made to Meacher.
- 17           14.       Any and all compensation and/or payments of any kind to the VNV Trusts.
- 18           15.       Any loan agreement(s) between You and the VNV Trusts including:
  - 19           a.       The terms of said loan agreement(s);
  - 20           b.       Any and all documents related to said loan agreement(s); and
  - 21           c.       Any and all payments made under said loan agreement(s).
- 22           16.       Any and all internal communications prior to the execution of the CLA regarding
   
23 Defendants and/or the CLA.
- 24           17.       Any and all facts you considered prior to the execution of the CLA, including but not
   
25 limited to:
  - 26           a.       Any efforts to conduct due diligence on the Defendants prior to the execution of the
   
27 CLA;
  - 28           b.       Any efforts to research and/or to conduct due diligence on the EB-5 industry;

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- 1 c. Any contact and/or efforts you made to contact other regional centers prior to or after  
2 the signing of the Engagement Letter;
- 3 d. Any efforts to contact and/or conduct due diligence with regard to Empyrean West,  
4 Liberty West, Dave Keller and/or Jay Carter.
- 5 e. Your retention of any attorneys or third-parties related to the execution of the CLA.
- 6 18. Any and all plans for the Project, including but not limited to:
- 7 a. Your involvement and/or knowledge of plans submitted to USCIS;
- 8 b. Any alternations to plans for the Project; and
- 9 c. Any submissions of plans for approval or approval of plans.
- 10 19. Any and all communications with Defendants regarding the parties' performance  
11 under the CLA.
- 12 20. Any and all communications with Defendants regarding the parties' performance  
13 under the February 2013 engagement letter.
- 14 21. Any and all communications with Defendants regarding their efforts to solicit EB-5,  
15 and potential EB-5 investors for the Project.
- 16 22. Any and all efforts You made to solicit potential investors for the Project.
- 17 23. Your involvement in drafting and providing information to be provided to potential  
18 investors for the Project, including but not limited to, the PPM, the Project Pro Forma, and other  
19 offering documents.
- 20 24. Any and all communications and/or meetings You had with potential investors for the  
21 Project.
- 22 25. Any and all efforts You made to identify and retain third parties to help market the  
23 Project to potential investors.
- 24 26. Any and all communications and/or meetings You had with foreign placement  
25 consultants, including but not limited to Dr. Shah, Endeavor Shanghai (Kyle Scott), and Sinowel.
- 26 27. Any and all efforts You made to finance the Project prior to the CLA.
- 27 28. Any and all efforts You made following the execution of the CLA to finance the  
28 Project.

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- 1           29. Any and all communications following execution of the CLA and leading up to filing  
2 of the Notice of Default.
- 3           30. Any and all communications regarding the Notice of Default.
- 4           31. All work completed on the Project.
- 5           32. All expenditures on the Project.
- 6           33. Any and all amendments to the CLA.
- 7           34. Any and all communications regarding amendments to the CLA.
- 8           35. Your obligations to obtain Senior Debt under the CLA, including but not limited to:
- 9           a. The reason for the Senior Debt requirement;
- 10           b. Your contractual obligations to obtain Senior Debt;
- 11           c. Any and all efforts You made to obtain Senior Debt; and
- 12           d. Any and all communications with Defendants and/or any third parties regarding Your  
13 obligations to obtain Senior Debt.
- 14           36. Your Executive Summary dated March 12, 2012.
- 15           37. Any and all communications and/or efforts to contract with other regional centers after  
16 the execution of the Engagement Letter.
- 17           38. Your record keeping policies.
- 18           39. The destruction of any documents related to the Complaint, Answer, Counterclaim,  
19 or Answer to Counterclaim, including but not limited to, documents destroyed through a Santa Rosa  
20 Wildfire.
- 21           40. Your involvement and/or knowledge of any attempts to hack into Dziubla and  
22 Stanwood's bank and retirement accounts.
- 23           41. Your involvement and/or knowledge of any phishing emails sent to Defendants,  
24 including but not limited to, a Wells Fargo phishing email.
- 25           42. Your involvement and/or knowledge of any attempts to hack into Dziubla's email  
26 account.
- 27           43. Your involvement and/or knowledge of any criminal complaints filed or initiated  
28 against Dziubla and/or Fleming.

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- 1           44. Any and all communications with the Morales Parties, including but not limited to:
- 2           a. The CLA;
- 3           b. Your obligations under the CLA;
- 4           c. Your obligations to obtain Senior Debt;
- 5           d. Your efforts to fund the Project;
- 6           e. Defendants;
- 7           f. The potential for the Morales Parties to loan You money for the Project;
- 8           g. Negotiations and/or execution of the Morales Line of Credit;
- 9           h. The terms of the Morales Line of Credit;
- 10          i. The parties’ anticipated performance and/or use of the Morales Line of Credit.

11          45. Identification of each and every person working on Your behalf that was involved in  
12 the negotiation, execution, and/or performance under the Morales Line of Credit.

13          46. Any and all facts and/or documents You received from the Morales Parties prior to  
14 the execution of the Morales Line of Credit.

15          47. Your utilization of the Morales Line of Credit.

16          48. Your communications with the experts You disclosed in this litigation including, but  
17 not limited to, DeBono Holmes, Evans, Winters, and Kirkendall.

18          49. Your obligations under Section 5.10 of the CLA regarding EB-5 documentation,  
19 including but not limited to:

- 20          a. Your compliance with Section 5.10 of the CLA;
- 21          b. All documents You provided to Defendants in compliance with Section 5.10 of the  
22 CLA;
- 23          c. Your preparation of GAP financial records.

24          50. All facts and/or documents supporting Your contention that the Holoceck loan was a  
25 “bridge loan” that You obtained in contemplation of receiving EB-5 financing and as permitted under  
26 USCIS regulations.

27 ///

28 ///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 Oral examination will continue from day to day until completed. You are invited to attend  
2 and participate.

3 DATED this 10<sup>th</sup> day of March 2022.

4 **JONES LOVELOCK**

5 /s/ Andrea M. Champion, Esq.  
6 Nicole E. Lovelock, Esq.  
7 Nevada State Bar No. 11187  
8 Sue Trazig Cavaco, Esq.  
9 Nevada State Bar No. 6150  
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13 Las Vegas, Nevada 89119

14 *Attorneys for Las Vegas Development  
15 Fund, LLC, EB5 Impact Capital Regional  
16 Center, LLC, EB5 Impact Advisors, LLC*

17 **CERTIFICATE OF SERVICE**

18 I HEREBY CERTIFY that on the 10<sup>th</sup> day of March 2022, I caused the foregoing **SEVENTH**  
19 **AMENDED NOTICE OF DEPOSITION OF FRONT SIGHT MANAGEMENT, LLC** to be  
20 electronically served by and through the Court’s electronic filing system to the attention of the email  
21 addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not  
22 included on the Electronic Mail Notice List, to the following parties:

23 ALDRICH LAW FIRM, LTD.  
24 John P. Aldrich, Esq.  
25 Catherine Hernandez, Esq.  
26 Jamie S. Hendrickson, Esq.  
27 7866 West Sahara Avenue  
28 Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

29 /s/ Julie Linton  
30 An Employee of JONES LOVELOCK

EXHIBIT “70”

EXHIBIT “70”



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1 **DEPO**  
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8 achampion@joneslovelock.com

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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*

16  
17  
18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**THIRD AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST I**

25  
26 **AND ALL RELATED CLAIMS.**

27 ///

28 ///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: VNV DYNASTY TRUST I  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the 17th day of March 2022, at 11:00 o'clock a.m. CST  
8 (9:00 a.m. PST), via ZOOM conferencing, with Deponent(s) appearing at Collins Realtime  
9 Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas 75201, Las Vegas Development  
10 Fund, LLC will take the video and stenographic deposition of the TRUSTEE(S) of the VNV  
11 DYNASTY TRUST I (the "Trust").

12 **ZOOM Information:**

13 **<https://aacrlv.zoom.us/j/94220597539>**  
14 **Meeting ID: 942 2059 7539**  
15 **Passcode: 270054**  
16 **Telephone Participants Dial: (669) 900-6833 enter**  
17 **Meeting ID: 942 2059 7539##**

18 The deposition will be upon oral examination pursuant to Rules 26 and 30 of the Nevada  
19 Rules of Civil Procedure, before a Notary Public or before some other officer authorized by law to  
20 administer oaths. The deposition shall be recorded by either sound, sound-and-visual, and/or  
21 stenographic means.

22 Oral examination will continue from day to day until completed. You are invited to attend  
23 and participate.

24 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
25 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
26 facts and other information known or reasonably available relating to the topics set forth below.

27 **DEFINITIONS**

- 28 1. "VNV I" or "You" means VNV Dynasty Trust I.  
2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon  
Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC,  
collectively.  
3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           4.       “Dziubla” means Robert Dziubla.
- 2           5.       “Fleming” means Jon Fleming.
- 3           6.       “Stanwood” means Linda Stanwood.
- 4           7.       “EB5IA” means EB5 Impact Advisors, LLC.
- 5           8.       “EB5IC” means EB5 Impact Capital Regional Center, LLC.
- 6           9.       “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,
- 7 2020.
- 8           10.      “Answer to Counterclaim” means Your Answer to Counterclaim, filed on October 14,
- 9 2020.
- 10          11.      “VNV II” means VNV Dynasty Trust II.
- 11          12.      “Front Sight” means Front Sight Management, LLC.
- 12          13.      “Mr. Piazza” means Ignatius A. Piazza II.
- 13          14.      “Mrs. Piazza” means Jennifer Piazza.
- 14          15.      “Morales Parties” means Morales Construction, Inc., All American Concrete &
- 15 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 16          16.      “Morales Construction” means Morales Construction, Inc.
- 17          17.      “All American” means All American Concrete & Masonry Inc.
- 18          18.      “Top Rank” means Top Rank Builders Inc.
- 19          19.      “Morales” means Efrain Rene Morales-Moreno.
- 20          20.      “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,
- 21 executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 22          21.      “Meacher” means Michael Gene Meacher.
- 23          22.      “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 24          23.      “CLA” means the Construction Loan Agreement dated October 6, 2016, between
- 25 Front Sight and LVDF.
- 26          24.      “Project” means the construction of the Front Sight Resort & Vacation Club and an
- 27 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in
- 28 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1           25. Unless otherwise specified, each of the topics is limited to the time frame of August  
2 2012 to the present.

3           26. “Communication” and/or “Communications” is used in the broadest sense and  
4 includes, but is not limited to, any oral or written transmittal of information or request for information  
5 made from one person to another, whether made in person, by telephone or by any other means, or a  
6 document made for the purpose of recording a communication, idea, statement, opinion or belief.

7           27. “Relating to,” “Related to,” “Relates to,” “Relates,” “Reflects,” “Refers,” “Referring  
8 to,” “In relating to,” and “Referred to” means pertaining, concerning, regarding, depicting,  
9 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
10 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

11           28. The term “and” includes the term “or,” and the term “or” includes the term “and.”

12           29. When the context so requires, references to the masculine gender include the feminine  
13 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
14 singular references include the plural, and plural references include the singular.

**TOPICS FOR NRCP 30(b)(6) DEPOSITION**

15  
16           1. Your document retention policies.  
17           2. Your responses to written discovery.  
18           3. All attempts You made to collect and produce relevant and responsive documents in  
19 this litigation.

20           4. Any and all money You received from Front Sight from October 6, 2016 to the  
21 present.

22           5. Any and all non-monetary assets You received from Front Sight from October 6, 2016  
23 to the present.

24           6. Any and all money You transferred out of the VNV I from October 6, 2012 to the  
25 present.

26           7. Any and all non-monetary assets You transferred out of the VNV I from October 6,  
27 2012 to the present.

28           8. Your beneficiaries.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           9.       Your trustees.
- 2           10.       Your assets.
- 3           11.       Your relationship to Front Sight, Mr. Piazza and/or Mrs. Piazza.
- 4           12.       Your tax returns from 2016 to 2020.
- 5           13.       Any and all loan agreement(s) You have with Front Sight, Mr. Piazza and/or Mrs.
- 6           Piazza from 2016 to the present, including but not limited to:
  - 7               a.    The term of said loan agreement(s);
  - 8               b.    Any and all documents related to said loan agreement(s); and
  - 9               c.    Any and all payments made under said loan agreement(s).
- 10          14.       Your knowledge and/or involvement in Front Sight.
- 11          15.       Your knowledge and/or involvement in the CLA.
- 12          16.       Your Answer to Counterclaim, including but not limited to:
  - 13               a.    Your denial of the Counterclaim; and
  - 14               b.    Your affirmative defenses.

DATED this 10<sup>th</sup> day of March 2022.

**JONES LOVELOCK**

          /s/ Andrea M. Champion, Esq.  
 Nicole E. Lovelock, Esq.  
 Nevada State Bar No. 11187  
 Sue Trazig Cavaco, Esq.  
 Nevada State Bar No. 6150  
 Andrea M. Champion, Esq.  
 Nevada State Bar No. 13461  
 6600 Amelia Earhart Court, Suite C  
 Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

24   ///

25   ///

26   ///

27

28

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 10<sup>th</sup> day of March 2022, I caused the foregoing **THIRD** **AMENDED NOTICE OF DEPOSITION OF VNV DYNASTY TRUST I** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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EXHIBIT “71”

EXHIBIT “71”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
3 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
4 Nevada State Bar No. 13461  
**JONES LOVELOCK**  
5 6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
6 Tel: (702) 805-8450  
Fax: (702) 805-8451  
7 nlovelock@joneslovelock.com  
scavaco@joneslovelock.com  
8 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
10 **HOGAN HULET PLLC**  
10501 W. Gowan Rd., Suite 260  
11 Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
12 Fax: (702) 508-9554  
ken@h2legal.com

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*

16  
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18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**THIRD AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST II**

25  
26 **AND ALL RELATED CLAIMS.**

27 ///

28 ///



**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: VNV DYNASTY TRUST II  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **18th day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at **Collins Realtime**  
9 **Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas 75201**, Las Vegas Development  
10 Fund, LLC will take the video and stenographic deposition of the TRUSTEE(S) of VNV DYNASTY  
11 TRUST II (the "Trust").

12 **ZOOM Information:**

13 **https://aacrlv.zoom.us/j/99470902821**  
14 **Meeting ID: 994 7090 2821**  
15 **Passcode: 036847**  
16 **Telephone Participants Dial: (669) 900-6833 enter**  
17 **Meeting ID: 994 7090 2821##**

18 The deposition will be upon oral examination pursuant to Rules 26 and 30 before a Notary  
19 Public or before some other officer authorized by law to administer oaths. The deposition shall be  
20 recorded by either sound, sound-and-visual, and/or stenographic means.

21 Oral examination will continue from day to day until completed. You are invited to attend  
22 and participate.

23 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
24 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
25 facts and other information known or reasonably available relating to the topics set forth below.

26 **DEFINITIONS**

- 27 1. "VNV II" or "You" means VNV Dynasty Trust II.
- 28 2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC, collectively.
3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.
4. "Dziubla" means Robert Dziubla.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           5.       “Fleming” means Jon Fleming.
- 2           6.       “Stanwood” means Linda Stanwood.
- 3           7.       “EB5IA” means EB5 Impact Advisors, LLC.
- 4           8.       “EB5IC” means EB5 Impact Capital Regional Center, LLC.
- 5           9.       “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,
- 6 2020.
- 7           10.      “Answer to Counterclaim” means Your Answer to Counterclaim, filed on October 14,
- 8 2020.
- 9           11.      “VNV I” means VNV Dynasty Trust I.
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- 12          14.      “Mrs. Piazza” means Jennifer Piazza.
- 13          15.      “Morales Parties” means Morales Construction, Inc., All American Concrete &
- 14 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
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- 23          23.      “CLA” means the Construction Loan Agreement dated October 6, 2016, between
- 24 Front Sight and LVDF.
- 25          24.      “Project” means the construction of the Front Sight Resort & Vacation Club and an
- 26 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in
- 27 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.
- 28          25.      Unless otherwise specified, each of the topics is limited to the time frame of August

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 2012 to the present.

2 26. "Communication" and/or "Communications" is used in the broadest sense and  
3 includes, but is not limited to, any oral or written transmittal of information or request for information  
4 made from one person to another, whether made in person, by telephone or by any other means, or a  
5 document made for the purpose of recording a communication, idea, statement, opinion or belief.

6 27. "Relating to," "Related to," "Relates to," "Relates," "Reflects," "Refers," "Referring  
7 to," "In relating to," and "Referred to" means pertaining, concerning, regarding, depicting,  
8 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
9 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

10 28. The term "and" includes the term "or," and the term "or" includes the term "and."

11 29. When the context so requires, references to the masculine gender include the feminine  
12 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
13 singular references include the plural, and plural references include the singular.

14 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

15 1. Your document retention policies.  
16 2. Your responses to written discovery.  
17 3. All attempts You made to collect and produce relevant and responsive documents in  
18 this litigation.

19 4. Any and all money You received from Front Sight from October 6, 2016 to the  
20 present.

21 5. Any and all non-monetary assets You received from Front Sight from October 6, 2016  
22 to the present.

23 6. Any and all money You transferred out of the VNV II from October 6, 2012 to the  
24 present.

25 7. Any and all non-monetary assets You transferred out of the VNV II from October 6,  
26 2012 to the present.

27 8. Your beneficiaries.

28 9. Your trustees.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           10.    Your assets.
- 2           11.    Your relationship to Front Sight, Mr. Piazza and/or Mrs. Piazza.
- 3           12.    Your tax returns from 2016 to 2020.
- 4           13.    Any and all loan agreement(s) You have with Front Sight, Mr. Piazza and/or Mrs.
- 5 Piazza from 2016 to the present, including but not limited to:
  - 6                a.    The term of said loan agreement(s);
  - 7                b.    Any and all documents related to said loan agreement(s); and
  - 8                c.    Any and all payments made under said loan agreement(s).
- 9           14.    Your knowledge and/or involvement in Front Sight.
- 10          15.    Your knowledge and/or involvement in the CLA.
- 11          16.    Your Answer to Counterclaim, including but not limited to:
  - 12               a.    Your denial of the Counterclaim; and
  - 13               b.    Your affirmative defenses.

DATED this 10<sup>th</sup> day of March 2022.

**JONES LOVELOCK**

          /s/ Andrea M. Champion, Esq.  
 Nicole E. Lovelock, Esq.  
 Nevada State Bar No. 11187  
 Sue Trazig Cavaco, Esq.  
 Nevada State Bar No. 6150  
 Andrea M. Champion, Esq.  
 Nevada State Bar No. 13461  
 6600 Amelia Earhart Court, Suite C  
 Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

23 ///  
24 ///  
25 ///

26  
27  
28

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 10<sup>th</sup> day of March 2022, I caused the foregoing **THIRD** **AMENDED NOTICE OF DEPOSITION OF VNV DYNASTY TRUST II** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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# EXHIBIT “72”

# EXHIBIT “72”

**From:** [John Aldrich](#)  
**To:** [Andrea Champion](#); [Traci Bixenmann](#)  
**Cc:** [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Julie Linton](#); [Lorie Januskevicius](#)  
**Subject:** RE: FSM v. LVDF - SAO to Continue Discovery  
**Date:** Wednesday, April 6, 2022 10:19:47 AM  
**Attachments:** [image001.png](#)

---

Andi,

May 16 will work.

John P. Aldrich, Esq.  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
Tel (702) 853-5490  
Fax (702) 227-1975  
Visit us online at <http://www.johnaldrichlawfirm.com>

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender immediately and destroy all copies of the original message.

If you are a client or work for a client of Aldrich Law Firm, or have consulted with the law firm for potential representation, this e-mail is protected by the attorney-client privilege and the work product doctrine. This e-mail is not intended for release to opposing parties, opposing counsel or any other third person or entity. Caution should be used when forwarding this e-mail to others as the privilege may be lost. Copies of this e-mail should not be kept in your regular files. If you print a copy of this e-mail, place it in a separate file labeled "Attorney-Client Privilege." DO NOT PRODUCE A COPY OF THIS E-MAIL IN DISCOVERY.

---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Tuesday, April 5, 2022 1:41 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:** RE: FSM v. LVDF - SAO to Continue Discovery

John,

I spoke too soon. The court reporter is not available on May 11<sup>th</sup> or 12<sup>th</sup>. They have provided alternative available dates of May 9<sup>th</sup> or May 16<sup>th</sup>. Please let me know which of those dates work for you. Alternatively, I know you said you were going to try to clear the conflict you had with May 3<sup>rd</sup>. That date still works for us if you have cleared your conflict or if another attorney in your office can defend the depo.

**Andrea M. Champion, Esq.**



6600 Amelia Earhart Ct., Suite C  
Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E [achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)

<https://www.joneslovelock.com/>

*CONFIDENTIALITY NOTICE: This e-mail transmission (and/or the attachments accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. The information is intended only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. Please promptly notify the sender by reply e-mail, and then destroy all copies of the transmission.*

---

**From:** Andrea Champion

**Sent:** Tuesday, April 5, 2022 8:56 AM

**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 - SAO to Continue Discovery

John,

I accepted all of your changes and the updated stipulation is attached. Please respond with your approval to affix your e-signature.

And we will notice the VNV Dynasty II deposition for May 11<sup>th</sup>. I expect you will received that amended deposition notice later today.

Thanks,

Andi

**Andrea M. Champion, Esq.**



6600 Amelia Earhart Ct., Suite C  
Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E [achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)

<https://www.joneslovelock.com/>



*CONFIDENTIALITY NOTICE: This e-mail transmission (and/or the attachments accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. The information is intended only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. Please promptly notify the sender by reply e-mail, and then destroy all copies of the transmission.*

---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Monday, April 4, 2022 3:48 PM  
**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.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:** RE: Confidential -- privileged settlement discussions

Andi,

Attached please find my proposed redline changes. There are only a few and I think they are self-explanatory and minor, but please let me know if you have any concerns about them.

As for the last VNV Trust deposition, unfortunately, I am not available May 3-6. I can be available May 11 or May 12, however. Will that work?

John P. Aldrich, Esq.  
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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Thursday, March 31, 2022 1:04 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

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**Subject:** RE: Confidential -- privileged settlement discussions

John,

Attached is the draft stipulation and order. I attempted to reach you this morning but was not able to reach you. As you will see in the stipulation, I would like to push dispositive motions by an additional 15 days, in addition to the 60 days, given that I have a pre-planned family vacation at the end of June/early July. Please let me know if your clients have any objection. In addition, as reflected in the stipulation, if you are not available on May 3<sup>rd</sup> for the VNV Dynasty II trust deposition, I have proposed alternative dates of May 4, 5, and 6<sup>th</sup>. Please let me know which of those dates work for you so that we can update the stipulation and so that we may notice the depositions.

As for the expert depositions, please provide available dates for Front Sight's experts in May. As for Meacher's deposition, understanding that he is unavailable for a few weeks for a pre-planned trip, please provide available dates during the weeks of May 23<sup>rd</sup> (but not the 26<sup>th</sup>) or May 30<sup>th</sup>.

Finally, your clients owe us responses to: (1) the 12<sup>th</sup> set of RFPs to FSM; (2) the 13<sup>th</sup> set of RFPs to FSM; (3) the 3<sup>rd</sup> set of RFAs to FSM; and (4) the 2<sup>nd</sup> set of RFPs to Meacher. In addition, FSM has not produced the expert documents identified in my February 8, 2022 letter. We would ask that your clients provide all responses and documents within a week (by or before Thursday, April 7<sup>th</sup>). If your client will not produce the documents identified in my February 8, 2022 letter, please provide your availability for a meet-and-confer call.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Thursday, March 31, 2022 7:05 AM  
**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

Andi,

We previously agreed and told the Court that if the settlement fell apart, the deadlines would be moved. We have no objection to a 60-day extension of discovery deadlines. Obviously, that will move the trial date back. I have a conflict in part of August and the last half of September, but I am confident we can find an agreeable time for trial.

As for the depositions of the Piazzas and representatives of the entities, I currently have a conflict on May 3, but I will see if I can resolve that. I will let you know.

Regarding Mike Meacher's and the expert depositions, will you please let me know the time frame in which you would like to take those depositions? Or is just generally sometime in May or June ok? I know that Mike Meacher will not be available for several weeks after the current setting of April 8, so it might be helpful if we have a 2-3-week window that works for you, if you have a preference.

Thanks.

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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Wednesday, March 30, 2022 7:32 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

John,

Your email is not only self-serving but it is wildly inaccurate. Not only has no one made any personal attacks on you but your summary of our settlement discussions is incorrect. By way of example (but not the only incorrect statement), you state that Defendants are the ones that suggested postponing the depositions. My clients were ready to go with depositions and it was you who told me that the only window you had to settle the case was before the depositions and you wanted to get a tentative settlement worked out before depositions because you did not know if your clients would actually appear for their duly noticed depositions. In order to facilitate settlement discussions, we agreed (albeit, reluctantly) to try to work towards an agreed upon number and if we agreed to a settlement amount, we would continue the depositions *but only by a week*. When Front Sight produced some documents (but I note, has still failed to produce the other agreed upon documents), my clients again only reluctantly agreed to move depositions to the week of April 4<sup>th</sup>. My clients' concern that your clients were engaging in settlement discussions merely to avoid non-appearances for duly noticed depositions, and to further delay this case, has turned out to be true because your clients have refused to commit to job creation and are now claiming they are not available for deposition dates you knew two weeks ago were firm deposition dates. My clients have serious doubts about the purported travel your clients claim is now booked next week as you never objected to those dates previously, and despite my repeated emails that the April 4<sup>th</sup> dates were firm settings.

Nonetheless, putting that aside (and without addressing each inaccuracy in your email), my clients will reluctantly agree to move the depositions of Jennifer Piazza, Ignatius Piazza, Front Sight, and the VNV Trusts to April 25, 26, 27, 28, and May 3<sup>rd</sup> (we are not available April 29 and May 2) *so long as your clients stipulate to extend discovery by 60 days* to give us time to complete the depositions that need to be scheduled (including the expert depositions and Meacher's deposition which I previously emailed you about). As I have told you in the past, we intend to take the depositions in the order they were previously set. If your clients will not agree to extend discovery by 60 days, and also will not provide available dates within the current discovery cutoff, then we will be left telling the Court tomorrow that we have to proceed on Monday.

I would appreciate a response as soon as practicable.

Thanks,  
Andi

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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Tuesday, March 29, 2022 5:27 PM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

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**Subject:** RE: Confidential -- privileged settlement discussions

Andi,

Here is my response to your email yesterday, in which you claimed I/my clients acted in bad faith during settlement discussions. I have been out of the office today tending to a family issue.

I continue to be perplexed at the personal attacks and repeated allegations of bad faith conduct on my or my client's part. I respectfully submit that your assertion is false. Here are the facts about the settlement discussions (as you can see by looking through this lengthy email string below):

1. Before we/my clients made an offer, we asked for a settlement conference/mediator to assist with settlement. Defendants declined, instead insisting that the attorneys try to work it out first. Defendants would only agree to use a mediator if we reached some undefined point that Defendants deemed close enough to warrant a mediator.
2. Having been told Defendants would consider a settlement offer, on March 10 we made an offer -- \$7 million. We also agreed to provide documents the Court had already told Defendants they were not entitled to, and proposed dismissing Jennifer Piazza and Linda Stanwood immediately. That was a good faith offer. That offer was not conditioned upon Defendants postponing the depositions.
3. Later that day, you wrote back and asked for clarification about "jobs creation," and expressed concern that this offer "does not even cover principal and interest."
4. I responded that day with clarifying questions, all asked in good faith. I also candidly stated that this was a first offer, intended to hopefully lead to more serious settlement discussions.
5. Late in the day on May 10, you took issue with our offer not addressing the jobs creation issue, referenced a prior correspondence a week earlier where jobs creation was mentioned, and asserted that FS agreeing to create jobs was the only way a full release could be obtained. That said, you agreed to consult with Defendants and respond.
6. On the afternoon of March 11, you responded with Defendants' counteroffer. That

counteroffer included 4 items: (a) a payment of \$10 million, (2) FS providing the EB-5 documents identified in Mr. Dziubla's October 26, 2021 letter, (3) a requirement that the parties work together on jobs creation after your expert analyzed the EB-5 documents, and (4) an entirely new condition that FS accept an additional \$2.7 million in EB-5 funds from LVDF. This last item surprised me so much that I called you to discuss it and make sure I did not misunderstand. The thought that LVDF would insist on continuing to work with FS as part of the settlement of this case was difficult to swallow. It also shows that Defendants' position throughout this case that the EB-5 investors, when they invested, etc., was all irrelevant and is anything but irrelevant – otherwise, that would not be a requirement of settlement by Defendants. I did not squawk that this was bad faith on the part of Defendants. Arguably, if this was going to be a settlement term Defendants would require, that should have been brought up long ago.

7. Your email on the afternoon of March 11 also explicitly stated that the depositions would go forward. You stated that your clients would reconsider if an agreement were reached in principle. I did not raise the issue of postponing the depositions – Defendants did. As a practical matter, it certainly makes sense to me to postpone depositions if we are working on settlement.
8. On Saturday, March 12, I responded to your clients' counteroffer. That counteroffer included a \$7,375,000 payment, an agreement to provide the EB-5 documents within 5 days of an agreement on just the monetary amount (i.e., not requiring full settlement before providing the documents), an agreement to discuss the jobs creation issue, although more information was needed, and an agreement to discuss the addition \$2.7 million to be loaned. Every aspect of this offer was sent in good faith – the amount, the agreement to provide the documents even before a full settlement was negotiated, and an agreement to discuss what was at that time a nebulous jobs creation demand and the surprise loan of additional funds.
9. Less than an hour later, you responded that our good faith offer of \$7,375,000 was not enough, and unless we bid against ourselves and went higher, Defendants were done discussing settlement. One could argue that Defendants were not acting in good faith. I note that as of that email, the depositions were still on.
10. On that Saturday afternoon, I responded that our offer was made in good faith and we had moved more than 10% of the distance between the two monetary offers. In a good faith effort to continue the negotiations, I asked for a last and final offer on the monetary amount. We essentially let Defendants pick their number – certainly Defendants cannot claim that was in bad faith.
11. On Sunday, March 13, you responded by email and said Defendants' number was \$9.5 million. You acknowledged that we still had to work out items 3 and 4 (jobs creation and the additional \$2.7 million loan), but Defendants also offered to allow a \$7 million payment, followed by the remaining \$2.5 million at an agreed upon date. You stated that the offer was good for that Sunday only. And Defendants said they would continue the depositions while we worked on the other items. We did not ask for that, although we certainly did not object.
12. Just before 5:00 p.m. on that Sunday, we accepted the offer. That acceptance was in good faith. We all understood that items 3 and 4 had to be worked out. And you and I discussed on the phone that those items would require some work.
13. On the afternoon of Monday, March 14, you emailed me and asked for my availability to speak with you and Mr. Schulz "this week." You also asked about my availability to speak with you about settlement issues.
14. Just after 9:00 a.m. on Tuesday, March 15, I responded with my availability – I was generally available, including on that Tuesday. You were not available on Tuesday. I do not fault you at all; life is going on for all of us. But I did not delay (despite a later assertion that I did).
15. We held a call with Mr. Schulz on Wednesday, March 16. On that call, Mr. Schulz gave us some information, but he did NOT answer our questions. To the contrary, you told us he was not available for us to ask questions. In one instance he offered to address an issue; you asked him not to. Your later email claimed we had access to Mr. Schulz. I respectfully disagree. But we did listen to what he said regarding items 3 and 4. At the end of that call, I asked to clarify all of the settlement terms, because new terms Defendants insisted upon came up on the call.
16. On March 16 we held a status conference with the Court. You advised of the status of the settlement and I agreed with your explanation. My recollection is that you informed the Court that if the settlement did not work out, discovery deadlines will move, as will the trial date. My recollection is that was Defendants' request; we did not argue against it.

17. Late in the afternoon on Thursday, March 16, you wrote and expressed (in my view) some frustration that more than 24 hours had passed since the call with Mr. Schulz and you asked for an update. I was literally revising a response when your email came in. But we had work to do on our side, I needed client approval, and my response was detailed. As I mentioned, Defendants added new terms on that call with Mr. Schulz, including the interest rate on the \$2.7 million, the default interest rate Defendants wanted, Defendants' desire to stay the litigation rather than dismiss, and insisting on appointment of a receiver if Mr. Dziubla declared FS in default again. One might argue that, given Mr. Dziubla's decision to declare FS in default back in July 2018 when FS was not in monetary default, the addition of this term long after the tentative agreement on Sunday (which did not include such a term) was not in good faith. One might make the same argument for a default interest rate that is well above what the CLA calls for. Even so, we persisted and considered Defendants' proposals.
18. A little after 5:00 p.m. on March 16, I sent you a response. That response was detailed, sought to include all terms we understood, and stated our position.
19. On Friday, March 18, you responded and said my email was "concerning." You accused me of stalling and not making myself available to speak with Mr. Schulz – which was incorrect. You accused me of not providing an update until Thursday – but we could not do so because we did not understand Defendants' full position until Wednesday. You insisted on an update within 4 hours of your comments to my March 16 email. We provided many of the EB-5 documents that afternoon – yet another good faith move by us – we were acting in good faith expecting that Defendants would do likewise as we attempted to work through the many issues I outlined in my email.
20. I missed your 2:00 p.m. deadline, but I sent you an email just after 3:00 p.m.
21. After we provided the financial documents, Defendants agreed to take off the depositions. We did not ask for that, but we appreciated the gesture.
22. There were a couple of additional emails from you to me, but on Thursday, March 24, I sent another response.
23. Later that day, you responded that you would pass along my email to your clients, and you asked me to address some outstanding issues.
24. Late last week I began to be concerned that Defendants would refuse to budge on any of the outstanding issues and that the depositions may proceed. I realized that I had a medical procedure next week. It turns out the Piazzas are not available either. I sent you an email yesterday to let you know. That email included dates that the Piazzas ARE available. I am not sure why Defendants object to every date the Piazzas provide, but we have provided dates. Defendants have now called off the settlement discussions. That is Defendants' choice, but I absolutely dispute the assertion that we have acted in bad faith. I believe you do not believe that, but you are making that claim because your client wants you to; I am giving you the benefit of the doubt.
25. But I note that, when considering good faith, Defendants refused to respond to our first good faith counteroffer, added new terms repeatedly (all of which we agreed to discuss), did not let us ask clarifying questions of Mr. Schulz, and then have refused to budge on nearly every item – even an item as simple as asking LVDF to demonstrate that the \$2.7 million is really sitting in an escrow account.

You have made it clear that we will be required to file a motion for protective order. We will do so in the next couple of days. If you think we need to discuss this before I file, to meet EDCR 2.34, please let me know. I certainly don't want to have a dispute over that. But Defendants should not claim we have acted in bad faith during these settlement discussions. Nothing could be further from the truth.

We will ask the experts and Mr. Meacher for available dates. I assume that you do not want to take Mr. Meacher's deposition on April 8 unless you tell me otherwise.

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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Sent:** Tuesday, March 29, 2022 1:47 PM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

John,

I have not heard from you. If you intend to file submit a motion on OST, please provide our office a copy of the motion at the time it is submitted to the Court.

In addition, please provide available dates for all of Front Sight's experts and Mr. Meacher for their depositions. We expect that you will provide dates in short order given the current discovery deadline of April 12<sup>th</sup>.

Thanks,

Andi

**Andrea M. Champion, Esq.**



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---

**From:** Andrea Champion  
**Sent:** Monday, March 28, 2022 10:03 AM  
**To:** 'John Aldrich' <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

John,

Your email makes clear that your clients have acted in bad faith and that their only objective to ever propose a potential settlement was to avoid their duly noticed depositions within the discovery period. Because we were always concerned about the possibility your clients were not acting in good faith, we only agreed to continue their depositions and then set firm depositions dates. You never once objected or informed us that your clients would not be available on the dates we noticed their depositions for. Accordingly, not only are we done discussing settlement, but we will not agree to move the depositions duly noticed for next week. You will have to file a motion and we will address it with the Court. My clients also reserve their right to seek sanctions for this bad faith conduct.

**Andrea M. Champion, Esq.**



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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Monday, March 28, 2022 9:21 AM  
**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

Andi,

I will address the items in your email below later today, as well as the settlement discussion email.

Regarding the depositions of Jennifer Piazza, Ignatius Piazza, and the Person(s) Most Knowledgeable of the various entities, I see you have set those depositions for April 4-8 if we are not able to resolve this case. There are some scheduling issues with those dates; I would have notified you of those issues sooner but I was trying to obtain alternative dates from my clients (and I was still hopeful we might make progress on settlement). First, I am not available April 6-8 due to a medical procedure. I also am not available the following week. Additionally, Dr. and Mrs. Piazza have advised me that they will be travelling the week of April 4 as well. We all can be available the week of April 25. Please let me know if that will work for you/your side.

Finally, Mike Meacher contacted me to inquire whether his deposition would be going forward on April 8. He informed me that he is still available on April 8. However, he will not be available for 4-6 weeks following that date, as he has a pre-planned trip scheduled. If you still want to take Mr. Meacher's deposition after the Piazzas' depositions, then the April 8 date may not matter. If, however, you want to hold that date, please let me know, as I will need to make arrangements for someone else to cover that deposition that day.

Please let me know what you would like to do about these depositions.

John P. Aldrich, Esq.  
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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Thursday, March 24, 2022 4:04 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

John,

I will pass along your comments and counterproposals to my clients and revert back in short order.

However, in the interim, I would ask:

- That you provide an update as to why your clients have not provided the agreed upon receipts, bank statements, etc. that I inquired about last Friday;
- That you respond to Sue Cavaco's March 11, 2022 email regarding the Motion for Fees (attached);
- That you respond to my March 11, 2022 email regarding the proposed order on the motion for protective order (attached); and
- That you respond to my March 11, 2022 email regarding the draft Findings of Fact, Conclusions of Law Granting in Part the Motion to Dissolve TRO (attached).

All of those items remain outstanding and need to be addressed.

In addition, I want to reiterate that we have only agreed to move party depositions to the week of April 4, 2022 and those are firm settings. If the parties are going to reach a settlement, it needs to be done and finalized prior to the status check next Thursday. So, while I will get back to you as soon as I can, your clients need to timely respond. They cannot take the better part of another two weeks to respond. In addition, the documents agreed to be provided need to be provided immediately as they are already overdue.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Thursday, March 24, 2022 10:46 AM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

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**Subject:** RE: Confidential -- privileged settlement discussions

Andi,

I am going to try and put all the terms from the various emails into one place. (I note in parentheses where the term came from.) If I am missing anything, please let me know, as we are trying to understand all of the terms Defendants are proposing. I will also try to make clear which items we agree to, and which items we still have to work on and/or have a counterproposal for. The terms that have been proposed are in regular type. My comments and/or counterproposals are in **bold**.

1. The settlement payment of \$9.5 million (or \$7 million, with the additional \$2.5 million to follow at an agreed upon time) must be paid before the \$2.7 million is disbursed. (This item came from our negotiations over the weekend of March 12-13.) **We do not have a dispute about the amount. We have a question about the repayment of the \$9.5 million (or \$7 million) before the \$2.7 million is loaned. This likely applies to #5 below as well. When we discussed this with our expert, the expert suggested that the CLA should be extended (NOD, interest, attorney's fee issues worked out but principal not repaid until permitted in the CLA) and the remaining \$2.7 million loaned per the CLA, with a specific maturity date (2-3 years out). The expert seemed concerned about this arrangement we are discussing. See #5 below as well.**
2. The \$2.7 million will be disbursed within 14 days of the \$9 million settlement payment (or the \$7 million payment, with the additional \$2.5 million to follow) being made. (This item came from our negotiations over the weekend of March 12-13.) **With regard to the additional \$2.7 million, our expert suggested that we ask LVDF to send a communication to the investors' representatives and invite them to withdraw their investment. By doing so, each investor may choose to withdraw and that issue will be resolved. Will LVDF agree to do that? Additionally, FS needs to confirm the \$2.7 million is currently sitting in an account from EB-5 investors. If FS is expected to create jobs regarding that money, FS needs to confirm that the \$2.7 million is not just a re-loan of the money it pays back (assuming we do not do an extension of the CLA as suggested). Is LVDF willing to provide that information? To the extent names of investors need to be redacted (in LVDF's view), we**

**have no objection to that happening for these purposes.**

3. 7% interest rate on the additional \$2.7 million. (This term was mentioned on the call with Mr. Schulz on Wednesday, March 16, 2022.) **No objection to this term, assuming we reach agreement on the loan of the \$2.7 million.**
4. Same document production requirements as in CLA paragraph 5.10 (related to the EB-5 documents /jobs creation). (This term was also mentioned on the call with Mr. Schulz on Wednesday, March 16, 2022.) **No objection to this term, assuming we reach agreement on the loan of the \$2.7 million, with one caveat: Front Sight will provide the documentation it provided before the litigation; i.e., non-GAAP financials. Paragraph 5.10 of the CLA says “prepared in accordance with GAAP (or another accounting basis reasonably acceptable to Lender). . . .” Before litigation, LVDF accepted non-GAAP financials. It is very expensive for FS to obtain GAAP financials, and they do not pay for GAAP financials as a matter of course.**
5. Repayment period for the \$2.7 million TBD – as short as possible, you suggested 9-12 months, if possible. (This term was also mentioned on the call with Mr. Schulz on Wednesday, March 16, 2022.) **Your email from Friday, March 18, 2022 stated that Mr. Schulz has confirmed that the funds do not need to be “at risk” if the jobs have already been created. You stated that, “[a]s we discussed on Wednesday[, March 16, 2022], [Defendants] have asked FSM to create indirect and induced jobs through construction and additional classes/course instruction – all of which are categorized as induced and indirect jobs.” You then stated that if FS agrees, and is not depending on counting W2 jobs, the money does not need to be “at risk” and the repayment period can be shorter with the understanding that FS will still need to provide the EB-5 documentation confirming the jobs have already been created. We are still trying to understand this comment. Are you saying that the jobs can be created organically just by running FS has it has always run – i.e., by teaching classes in the ordinary course? If that is the case, then we may be able to count many more jobs in the past than have been counted. We understood that expenditures had to be reasonably related to the plan that was submitted to USCIS (that is, construction).**
6. Defendants want default interest 10% higher than the regular interest rate, or 17%. (This term was first mentioned on the call with Mr. Schulz on Wednesday, March 16, 2022.) **The default rate in the CLA is 5% higher than the interest rate. That is the rate FS will agree to. LVDF cannot demand more favorable terms than what is in the CLA.**
7. Stay the litigation if we agree to a final settlement. (This term was also mentioned on the call with Mr. Schulz on Wednesday, March 16, 2022.) **You have clarified Defendants’ desire to stay the litigation and leave the case open until all conditions are met. I am not sure that is possible. I welcome your thoughts on how to find out. I don’t know if a call to the law clerk will work. Perhaps we can discuss at the status check next week?**
8. Defendants want Front Sight to agree that if there are any further defaults, Front Sight will agree to appointment of a receiver. (This term was also mentioned on the call with Mr. Schulz on Wednesday, March 16, 2022.) **FS will not agree. The reason for that is simple: FS does not trust Mr. Dziubla and LVDF. FS was not in any monetary or administrative default when Mr. Dziubla first claimed FS was in default. An email from Mr. Dziubla to Kyle Scott clearly stated that Mr. Dziubla filed the NOD to get FS’s attention. But we have a counterproposal. The parties agree to a dispute resolution process in the event LVDF alleges default and before LVDF can proceed with taking action or seeking appointment of**

a receiver. The process would go like this: if LVDF claims a default, LVDF notifies FS and its counsel in writing. The parties agree to mediate with a previously-agreed mediator, at the parties' shared expense. The mediator (preferably a former judge) tells the parties whether there is a default in the mediator's opinion, and if there is, FS has 30 days to cure the default. While at the first mediation, the parties schedule a second mediation more than 30 days but not more than 45 (or 60) days after the first mediation so that the mediator has an opportunity to opine whether FS has cured the alleged default. If not, then LVDF can proceed with legal recourse, but not until the mediator has specifically opined the defaults have not been cured.

9. Creation of at least 90 jobs plus the number required for the \$2.7 million. (The actual number of jobs was first mentioned on the Wednesday, March 16, 2022 call, and then further clarified in your email on Monday, March 21, 2022.) **Using the number \$65,400 from your email from Monday, March 21, 2022, the number of jobs for the \$2.7 million still to be loaned is a little over 41. So if I understand correctly, Defendants are asking Front Sight to agree to create at least 131 jobs. This is a very difficult term, and it has been a little bit of a moving target. Our expert (not Mr. Evans) believes LVDF should rely on Mr. Evans' report. We recognize there is a fundamental disagreement here, but the expenses that were used on the project from the time EB-5 money was contemplated can be reimbursed to FS and still count toward jobs creation. That means any money from at least February 14, 2013 (the date the engagement letter was signed) can count towards jobs creation. Additionally, the court's finding that FS spent more than was loaned is still in place. Finally, even one of Defendants' experts opined that \$5.2 million was spent on the project – which would yield a number of jobs still to be created that is significantly lower. There has to be a way to find common ground here that would reduce the required jobs creation.**
10. Defendants want Front Sight to agree to a construction manager, at Front Sight's expense. I presume Defendants want a third-party, not an employee of Front Sight. If that is incorrect, please let me know. (This term was mentioned for the first time in your email this past Monday, March 21, 2022.) **FS is not going to agree to a third-party construction manager at FS's expense. FS has a COO with experience who will effectively oversee the project.**

The reality is that, although LVDF/Defendants have made many demands and want FS to bear extensive expense, FS can only agree to settle if it is financially feasible. The requirement to create 141 jobs with only \$2.7 million of newly-loaned money means that FS must find significant financing – when FS has shown it spent the prior \$6.375 million properly.

We hope these items will lead to sincere discussions to work through these issues, and not just an outright rejection of further discussions. Please discuss these items with your clients and advise as to their position.

Thank you for your efforts.

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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Sent:** Tuesday, March 22, 2022 2:24 PM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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 <[loriejanuskevicius@joneslovelock.com](mailto:loriejanuskevicius@joneslovelock.com)>

**Subject:** RE: Confidential -- privileged settlement discussions

John,

My client has asked for an update from you. Where are you in terms of getting us a response to our proposal and to producing the remaining documents (per my email on Friday)?

**Andrea M. Champion, Esq.**



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**From:** Andrea Champion

**Sent:** Monday, March 21, 2022 12:29 PM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

John,

Having re-read your email from Friday again, I wanted to make sure to respond to some of your comments to make sure there is no misunderstanding.

1. Your below email says that Defendants have asked Front Sight to agree to create 90 jobs. I want to be clear that the 90 jobs we have asked your clients to create is *in addition to* the jobs that will be created with the additional \$2.7M that is being lent to Front Sight (using the \$65,400 number that creates one job). In other words, consistent with the rebuttal report of Mr. Barrett, submitted by Defendants in this case, and upon the advice of Mr. Schulz, my clients still contend that Front Sight has failed to create the requisite number of jobs for the \$6.375M already loaned to Front Sight and that, as part of this settlement, Front Sight must remedy that failure.
2. Your below email appears to take issue with what you claim is the “immediate repayment of the \$2.7 M.” To be clear, my clients have not asked for an immediate repayment of the \$2.7M. Rather, we have proposed a relatively short repayment period – of 9 to 12 months – as we both agree that our clients would like to move on. However, I told you last week that if your client would like a longer repayment period, we would consider it.
3. In an effort to avoid a potential default of the \$2.7M loan, we would ask that Front Sight pay for a construction manager to be put in place. The construction manager would oversee how the \$2.7M is spent and would ensure that the required documents, documenting the expenditures and job information, is provided to LVDF. We believe this is an appropriate request and one that benefits both parties – to try to avoid a subsequent fight over the \$2.7M loan.

I trust you have communicated our agreement from Friday to move depositions to the week of April 4<sup>th</sup> – as a firm setting – to your clients and that you will get us a response in a timely manner.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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**From:** Andrea Champion

**Sent:** Friday, March 18, 2022 4:05 PM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

John,

We are in receipt of your email and the disclosure of documents. In light of your response, and the partial production of the documents FSM agreed to provide, we will not proceed with Jennifer Piazza's deposition on Monday (as noticed this afternoon) and we will continue, in good faith, to move towards final settlement terms. To that end, we will continue the depositions previously scheduled for last week (Jennifer and Ignatius Piazza and the 30(b)(6) depositions of Front Sight and the VNV Trusts) to the week of April 4, 2022. Please note that these will be hard settings such that we need to finalize the settlement prior to the March 31, 2022 status check. If the parties do so, the case will be resolved (and the depositions will be vacated). If not, my clients will proceed with depositions on the week of April 4, 2022 and will not move them again. To make sure we are moving forward in a timely matter, please provide the counter proposal referenced in your earlier email as soon as practicable.

In addition, to be clear, this production is incomplete. In addition to missing the tax returns referenced in your email, we do not have bank statements, contracts, invoices, or receipts confirming the expenses listed on the ledger produced which, as you know, is what my client needs and what your clients agreed to provide. Please ensure that your clients provide those so that we can continue to move forward.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Friday, March 18, 2022 3:08 PM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

Andi,

The financial documents will be coming over shortly. I don't have the 2020 tax returns yet but am working on getting them. Front Sight has not filed its 2021 returns yet.

I want to address your email point by point.

In response to your first paragraph: I agree with what you said in that paragraph.

In response to your second paragraph:

On Monday, March 14, 2022, at 12:39 p.m. (by my computer), you wrote and asked for my "availability to have a call this week [my emphasis] with Matt Schulz, LVDF's EB-5 counsel, regarding the EB-5 pieces that need to be worked out." You also asked if I was available Monday afternoon for you and I to speak to discuss terms that did not require Mr. Schulz's involvement. I was not available Monday afternoon. As I explained in my email on Tuesday, March 15, 2022 at 9:12 a.m., I was unexpectedly called out of the office to assist a former client with an urgent situation. However, I noted that I was fairly open this week, and I was available at 3:00 p.m. on Tuesday. I also provided availability every other day this week. Less than an hour later, you responded and said you were not available Tuesday afternoon. Ultimately, we held the call with Mr. Schulz at 1:00 p.m. on Wednesday. You and I also spoke briefly after that call with Mr. Schulz.

At this point, I want to note that I have no problem that you were not available on Tuesday afternoon. Mr. Dziubla should not either. You and I spoke, emailed, and texted several times over the weekend, on both Saturday and Sunday, in between kids' sports events, church responsibilities, and other regular weekend activities. I believe we both have been working in good faith to resolve issues.

With regard to your statement that we did not update our position regarding the EB-5 issues, that is true, because I thought that was the purpose of the call with Mr. Schulz – to help us understand what Defendants were expecting/needing. The state of discussions as of Sunday afternoon is that we were willing to discuss items 3 and 4 (related to EB-5 issues and the \$2.7 million). We still needed to know what the expectations were. I told you on that call that we had indeed held a telephone conference with our own expert to know what questions to ask or what we might expect. Jamie's questions were not irrelevant questions intended to re-argue the case. To the contrary, as I stated on the call, they were questions our expert asked us to pose to better understand where we would end up.

You called me after the call with Mr. Schulz and advised that if Defendants did not see good faith efforts on our part, you would proceed with depositions, starting with Jennifer.

Respectfully, I did not feign ignorance as to your clients' urgency. To the contrary, I acknowledged that "your clients want this pushed through as quickly as possible." After all, you made it clear you were only pushing depositions out a week. But I also noted the issues are complex, and your emails yesterday (there were 2 of them) were only a little over 24 hours after the call with Mr. Schulz. We need time to craft counter-proposals where necessary. I do not intend to just say "no" if we do not like what has been proposed. I am working on those, although I will not be done today.

In response to your third paragraph:

Again, respectfully, we are working toward a settlement. To that end, I went through the additional settlement terms that I understood Defendants wanted following the call on Wednesday. I also provided some comments. That was not to be difficult; quite the contrary, it is to identify the issues to be discussed (remember, we agreed to discuss/consider and work towards a settlement on items 3 and 4) and, quite frankly, to work toward what would eventually go into a settlement agreement, because, at some point, this all has to go into a written agreement.

Comments regarding items 1-8 below and your comments to my comments

1. We do not have a dispute about the amount -- \$9.5 million. However, this is a term still to be agreed upon as to the date the full amount is due. It appears we agree on this much.
2. You have proposed that the \$2.7 million will be disbursed within 14 days of the large payment (whether \$7.0 million or \$9.5 million as we finalize). We may have a counter-proposal; I am still working on that.
3. I was just confirming the 7% interest rate, I was not objecting to it. I was not saying Front Sight expects a better deal than what was in the CLA. I do not believe this will be a problem.
4. Again, I was just confirming. Front Sight does not have a problem with this provision.

5. You have provided some additional information here. We still need to figure this out. On the call Wednesday, you said that Defendants are going to ask Front Sight to agree to create 90 jobs. Using the number \$65,400 spent to create one job, that seems to indicate the need to create jobs for \$5,886,000 of EB-5 money. That does not seem to support immediate repayment of the \$2.7 million. But we will discuss and propose a time frame for repayment.
6. Again, this was the first time we heard of this default interest, but I wanted to confirm that was the term Defendants were proposing. I then provided comments. Much like you stated Front Sight should not expect better terms than the CLA, neither should Defendants. A default interest rate that is nearly two and a half times the regular rate is too high.
7. Candidly, I don't know if Judge Williams will let us stay the case for a year (or thereabouts); we probably need to find that out. Many judges want things off their docket.
8. I have a counter-proposal to this provision that I am working on.

We will continue to work toward a settlement and will have counter-proposals to you as soon as possible.

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---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Friday, March 18, 2022 11:19 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>  
**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

John,

Your email is concerning. I have been very clear – for the past week - that any monetary settlement of this case *must* contemplate *both* job creation and an additional \$2.7 million dollar loan. When we spoke on Friday, we agreed that we would try to find an agreeable monetary amount over the weekend and if we were able to do so, we would continue the depositions by one week to give the parties time to work through the EB5 issues (both job creation and the \$2.7 million dollar loan) over the next week.

On Sunday, in response to your email informing me that your clients were accepting my clients' best and final monetary settlement amount, I again told you that we would continue depositions by a week and that I would be in touch on Monday to begin working through the final terms of settlement. My emails and telephone calls on Monday and Tuesday went unanswered. You did not make yourself available until Wednesday afternoon and during our call with Mr. Schulz, you had no update whatsoever regarding your clients' position on the EB5 issues that need to be worked out. In addition, Jamie from your office, posed irrelevant questions to Mr. Schulz that were interpreted by our side as intended solely to re-argue the merits of the case instead of working in good faith towards final resolution. Following our call with Mr. Schulz, I called you to again reiterate that your clients need to act in good faith this week towards resolving these issues and coming to final terms and to warn that if they do not do so, we intend to proceed with Jennifer Piazza's deposition on Monday. You told me you understood. Yesterday afternoon, I responded to an email from Traci from your office, again, reiterating that your clients needed to act in good faith towards final settlement, including providing their position on the EB5 settlement issues and providing the agreed upon EB5 documents and warning that, if they did not, we would be proceeding with Jennifer Piazza's deposition on Monday. So your email feigning ignorance as to the urgency of working through these terms is understandably not taken well by my clients.

My clients have been engaging in good faith settlement discussions and, as part of the tentative settlement agreement we reached on Sunday, agreed to not proceed with depositions this week. But if your clients do not start working towards a settlement, I have been instructed to proceed with deposition on Monday. To that end, I need an update from you by 2:00 pm today and we need the EB5 documents that your clients agreed to provide no later than 5:00 pm today. If your clients refuse to provide an update and the agreed upon documents, then we will be deposing Jennifer Piazza on Monday.

In addition, I have provided interlineated responses to some of the specific issues you raised below. My responses are bolded and underlined for reference.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Thursday, March 17, 2022 5:01 PM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

Hello Andi,

I recognize that your clients want this pushed through as quickly as possible, but this is a complex set of issues we are dealing with. For example, it was a surprise to Front Sight that LVDF has and wants to lend another \$2.7 million. This complicates the settlement. Additionally, we have been diligent in moving forward. I provided availability for a call with you and Mr. Schulz, and we held that call at the first available time for all involved. It was not until that call, yesterday afternoon, that we had a chance to hear how Mr. Schulz contemplates this settlement going. We had questions about how this would work, and some of those were not answered because you and Mr. Schulz wanted to discuss them. I am not being critical that the questions were not answered, but rather, I point it out to note that we have legitimate questions/issues that we need to work through.

On our end, we have consulted with our experts to ensure we do not run afoul of any laws. This also takes time.

Near the end of the call yesterday, we discussed specific terms that Defendants are seeking. We understand those to be:

1. The settlement payment of \$9.5 million (or \$7 million, with the additional \$2.5

million to follow at an agreed upon time) must be paid before the \$2.7 million is disbursed.

2. The \$2.7 million will be disbursed within 14 days of the \$9 million settlement payment (or the \$7 million payment, with the additional \$2.5 million to follow) being made.
3. 7% interest rate on the additional \$2.7 million. This is a term we learned yesterday.

**As discussed on Wednesday, this is the same interest as the CLA. Given the parties' history, this is more than reasonable. FSM cannot expect to have more favorable terms than the CLA after breaching the CLA.**

4. Same document production requirements as in CLA paragraph 5.10 (related to the EB-5 documents /jobs creation).

**As discussed on Wednesday, this is to ensure that the EB5 investors have the necessary information/documents they need for their I-829 petitions. Your clients will also have to commit to work with LVDF, their counsel, and the EB5 investors and their counsel in response to any requests for information/documents from USCIS.**

5. Repayment period – they would like it to be as short as possible, you suggested 9-12 months, if possible. We do not even know if that is even a possibility. Nobody on the call was able to answer that question.

**Having spoken to Mr. Schulz, I can confirm that the funds do not need to be "at risk" if the jobs have already been created. As we discussed on Wednesday, we have asked FSM to create indirect and induced jobs through construction and additional classes/course instruction – all of which are categorized as induced and indirect jobs. If FSM agrees, and is not depending on counting W2 jobs, the money does not need to be "at risk" and the repayment period can be shorter with the understanding that FSM will still need to provide the above referenced documentation confirming the jobs have already been created**

6. Defendants want default interest 10% higher than the regular interest rate, or 17%. This was the first we heard of this and that is very hefty, particularly given the lack of trust Front Sight has given the parties' past dealings.

**The default interest rate is not hefty. It is reasonable in light of FSM's breach of the CLA. Moreover, if your client has no intent to default of the \$2.7 million loan, this should not be an issue.**

7. Stay the litigation if we agree to a final settlement. We will need to clarify this. I assume this means dismiss this case but the Court retains jurisdiction if there is a breach of the settlement agreement. Is that correct? Please clarify.

**No, we want a stay of the litigation pending the repayment of the loan – whether that be 9 months or a year.**

8. Right at the end, you mentioned that Defendants want Front Sight to agree that if there are any further defaults, Front Sight will agree to appointment of a receiver. This was the first we had heard of this suggestion, and I am sure you are not surprised that insisting on that particular provision may turn out to be a deal breaker. This is a significant material term that was never discussed or

mentioned previously.

**Again, if your client has no intent to default on the loan, this should not be an issue. To clarify, we are not asking that a receiver be put in place now. Rather, that the parties merely agree that in the event of a default, the parties do not object to a receiver being appointed to oversee the spending of the \$2.7 million loan and related requirements (i.e., job creation and EB5 documentation)**

Even simple settlements take some time go work through; this is not a simple settlement. We are working on this with our client and our experts. I expect to have more information for you tomorrow, including several questions.

If there is an urgency that I don't understand, please let me know. While I appreciate that the depositions have been moved so we can work on this, even if this falls apart, there will be time to finish discovery. We need time to process on our end, to clarify questions we have, and propose solutions to difficult issues.

I will get back to you tomorrow with questions and further comments.

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---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Sent:** Thursday, March 17, 2022 4:05 PM

**To:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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>

**Subject:** Re: Confidential -- privileged settlement discussions

John,

It is now Thursday and it has been over 24 hours since our call yesterday with Mr. Schulz. Please provide an update as to where your clients are regarding the proposed settlement terms.

On Mar 15, 2022, at 4:20 PM, Andrea Champion  
<[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)> wrote:

1pm tomorrow works for Mr. Schulz and myself. Please provide conference call info.

In addition, I am waiting for a response from John on the other points in my email.

Thanks,  
Andi

**PLEASE NOTE OUR NEW ADDRESS**

**Andrea M. Champion, Esq.**



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---

**From:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Sent:** Tuesday, March 15, 2022 4:18 PM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; John Aldrich  
<[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Cc:** Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; Nicole Lovelock  
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Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** RE: Confidential -- privileged settlement discussions

Andi,

John can be available tomorrow at 1:00 p.m. for a call with you and Mr. Schulz. Please confirm.

**Traci Bixenmann**

Firm Administrator and  
Legal Assistant to John P. Aldrich, Esq.,  
Catherine Hernandez, Esq. and  
Jamie S. Hendrickson, Esq.

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---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Sent:** Tuesday, March 15, 2022 9:59 AM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

John,

I am tied up this afternoon but let's plan to talk with Schulz about the job creation piece tomorrow. We are available on our end between 11am and 1:30 p.m. tomorrow and then the two of us (without Schulz) can separately discuss the other settlement terms. I am generally available so just let me know if you prefer to do it before or after our call with Schulz.

In addition, as a housekeeping matter, I assume we are in agreement that the parties put pencils down on Sunday when we reached an agreement settlement amount (understanding we would still work through the EB-5 issues). My clients agreed to continue the depositions by a week to make sure we are making progress towards finalizing settlement terms this week. I presume your clients did not serve written discovery responses yesterday, and will not provide responses later this week, in light of our tentative settlement. In the event that the settlement is not finalized (which hopefully does not happen), it is my understanding that the parties will resume discovery where they left off. Please confirm.

Finally, please let me know about the status check and confirm that your clients are on track to provide the EB-5 documents by this Friday (which is 5 days from the date the tentative settlement was reached).

Thanks,  
Andi

**PLEASE NOTE OUR NEW ADDRESS**

**Andrea M. Champion, Esq.**



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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Tuesday, March 15, 2022 9:12 AM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson

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<[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Sue Trazig Cavaco  
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Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** RE: Confidential -- privileged settlement discussions

Good morning Andi,

I apologize for not getting back to you yesterday. I was contacted just after noon yesterday by a former client with an urgent situation that required me to leave the office and took the rest of the day.

I am fairly open this week (given that depositions were scheduled). I am handling a settlement conference today, but should be able to talk by 3:00 p.m. Tomorrow I am available pretty much anytime, and Thursday morning works too. I am also available early Friday afternoon, and if there is a need, I can be available Friday morning (there is a hearing I intended to cover because we are not in depositions, but I can have someone else cover it if I need to be available for a conference call with you and Mr. Schulz). Let me know what works for your side.

With regard to the status check, let me think about that a little bit and get back to you. I will endeavor to get back to you before close of business today.

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**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Monday, March 14, 2022 12:39 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** RE: Confidential -- privileged settlement discussions

John,

Let me know your availability to have a call this week with Matt Schulz, LVDF's EB-5 counsel, regarding the EB-5 pieces that need to be worked out. In addition, let me know if you are available this afternoon to start finalizing the terms of the settlement that we can without Schulz's involvement.

In addition, given where we are in terms of timing in the case, that depositions are being continued in light of our agreement in principle, and the fact that this case is one that has been in front of the Court a great deal, we would like to request a status check with the Court to make the Court aware of our tentative settlement agreement (and the terms, including those that need worked out) so that the Court is aware the parties are putting pencils down to work through the settlement. And that, in the event the settlement cannot be finalized, the Court is aware of where we stand with regard to discovery. If you are in agreement, we will reach out to the department to ask to be put on calendar.

-Andi

**PLEASE NOTE OUR NEW ADDRESS**

**Andrea M. Champion, Esq.**



6600 Amelia Earhart Ct., Suite C  
Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E [achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)

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---

**From:** Andrea Champion  
**Sent:** Sunday, March 13, 2022 5:36 PM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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:** Re: Confidential -- privileged settlement discussions

John,

In light of your email, we will continue the depositions by a week and I will be in touch tomorrow so we can begin to work through the final terms of settlement.

Thanks,  
Andi

Sent from my iPhone

On Mar 13, 2022, at 4:55 PM, John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)> wrote:

Andi,

Thank you for the counteroffer of \$9.5 million, with repayment timelines as described. Front Sight accepts. We will work with you to reach agreement on the final terms and items 3 and 4 below.

John P. Aldrich, Esq.  
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---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Sent:** Sunday, March 13, 2022 9:30 AM

**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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)>

**Subject:** RE: Confidential -- privileged settlement discussions

John,

With the caveat that we still have to work through the terms of the settlement, including points 3 and 4 from my clients' prior offer which have to be part of any monetary settlement reached in this case, my clients have authorized me to extend a best and final offer of \$9,500,000. We would require that no less than \$7,000,000 be paid within sixty (60) days consistent with your clients' opening offer but can work with you about the timing of the remaining \$2,500,000, if needed.

This offer is only good for today. If your clients agree to accept my clients' best and final of \$9,500,000 today, we will agree to continue the depositions that commence tomorrow for a week to give the parties time to work through the remaining settlement terms (with the understanding that if we make progress but do not get things finalized within the week that we will continue the depositions again).

I know you have personal obligations today but I would urge you to get a response from your clients as soon as

practicable.

Thanks,  
Andi

**PLEASE NOTE OUR NEW ADDRESS**

**Andrea M. Champion, Esq.**



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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Saturday, March 12, 2022 2:57 PM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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)>

**Subject:** RE: Confidential -- privileged settlement discussions

Andi,

We submitted a counteroffer in good faith; indeed, it is more than 10% of the difference between the parties. If the parties submitted a few counters in that range, we could be done in a few exchanges.

Front Sight is sincere in its desire to resolve the case. If Defendants do not wish to go back and forth in increments, then we ask that Defendants provide us with their best "take it or leave it" offer for Front Sight's consideration. What is the number that will get this done today, as the window of



opportunity is closing (knowing that we still must work out items 3 and 4)?

Thank you.

John P. Aldrich, Esq.  
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---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Saturday, March 12, 2022 11:22 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; 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)>  
**Subject:** Re: Confidential -- privileged settlement discussions

John,

I appreciate the email and the comments on the last two points. However, your clients have not moved enough in terms of their monetary offer for my clients to even be willing to extend a counteroffer.

If your clients want to provide another offer, we will

consider it. But if they stand on this counteroffer, our settlement discussions this weekend are over.

Thanks,  
Andi

Sent from my iPhone

On Mar 12, 2022, at 10:24 AM, John Aldrich  
<[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)> wrote:

Good morning Andi,

Thank you for the counteroffer. Front Sight has authorized me to counter with the following (including comments):

1. Front Sight will pay \$7,375,000 in settlement of the claims and counterclaims in this case.
2. Front Sight will provide the EB-5 documents, as requested in the letter dated October 26, 2021, within five (5) business days of the parties reaching an agreement regarding the monetary amount of the settlement.
3. With regard to the request that the parties commit to working through job creation for the EB-5 parties once the documents identified in point 2 are analyzed by LVDF's EB-5 counsel, and that Front Sight commit to create an agreed upon number of W-2 or indirect jobs over a specified period of time, we are willing to discuss this, but we need more information. Front Sight needs to understand more specifically what is being asked, including how many jobs LVDF or its EB-5 counsel agree have been created and how many still need to be. But Front Sight is willing to discuss for purposes of settlement.
4. With regard to the additional EB-5 funds held after Front Sight was declared in

default of the CLA by LVDF (approximately \$2,700,000), and whether it will be spent on the project and/or how those expenditures will be monitored, this also will require additional discussion and information. But Front Sight is willing to discuss this as well for purposes of settlement.

Front Sight wishes to continue these settlement discussions, and to continue to work toward a settlement amount, even as we work through items 3 and 4. Please pass along this counteroffer to your clients. Front Sight is willing to participate in mediation as well.

Please feel free to call me on my cell if you want to discuss. Thanks.

John P. Aldrich, Esq.  
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**From:** Andrea Champion  
<[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Friday, March 11, 2022 2:43 PM  
**To:** John Aldrich  
<[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann  
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Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>  
**Subject:** RE: Confidential -- privileged  
settlement discussions

John,

I appreciate the call this morning to discuss.

I have spoken to my client and I have been authorized to make the following proposal:

1. Front Sight will pay \$10,000,000 in settlement of the claims in this case (including, but not limited to, my clients' Counterclaims against Front Sight, Jennifer Piazza, Ignatius Piazza, Michael Meacher, the VNV Trusts, and the Morales Parties).
2. Front Sight will provide the EB-5 documents, as requested in the letter dated October 26, 2021, within five (5) business days of the parties reaching an agreement regarding the monetary amount of the settlement.
3. The parties will commit to working through job creation for the EB-5 parties once the documents identified in point 2 are analyzed by LVDF's EB-5 counsel. Specifically, Front Sight will have to commit to create an agreed upon number of W-2 or indirect jobs over a specified period of time.
4. The parties will commit to working through how the additional EB-5 funds,

held after Front Sight was declared in default of the CLA (approximately \$2,700,000), will be spent on the project and how those expenditures will be monitored.

The latter two points will require a discussion with LVDF's EB-5 counsel and any monetary settlement of this case must include the latter two points. Otherwise, my client cannot agree to a full release of the claims.

In extending this proposal, and as will be addressed by separate email, my clients are not yet willing to agree, even informally, to continue discovery or continue depositions. If an agreement in principle can be reached between now and Sunday, my clients would reconsider.

In addition, if the parties reach an agreement as to the monetary amount, or get close to an agreement, we may be agreeable to discussing a mediation with a third-party mediator.

Feel free to give me a call if you would like to discuss.

Thanks,  
Andi

**PLEASE NOTE OUR NEW ADDRESS**

**Andrea M. Champion, Esq.**



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---

**From:** Andrea Champion  
**Sent:** Thursday, March 10, 2022 5:13 PM  
**To:** John Aldrich  
<[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann  
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**Subject:** RE: Confidential -- privileged settlement discussions

John,

We have been talking about job creation as part of our settlement discussions since you first approached us last month. From our perspective, the issue is simple: your client, as part of any settlement, has to agree to create a certain number of jobs for the EB-5 investors (which, obviously, the parties will have to determine and agree to). I understand that your clients disagree that the requisite number of jobs have not been created but we have repeatedly told you that our clients will not consider a settlement without Front Sight agreeing to create jobs. (see attached). Merely getting the documents is not the issue (although they are also needed for the EB-5 investors to proceed with their applications). The issue is getting the documents so that counsel can analyze them to determine how many jobs we need Front Sight to commit to as part of any settlement.

If your clients do not create jobs as part of the settlement of this litigation, there can be no complete release of claims. Because, the

investors will inevitably sue my clients when they can't get citizenship and my clients will have to bring in your clients so then we are in litigation yet again. I hope this email more effectively communicates the issue because I do not think that anyone wants to settle this case only to have it rear its head again.

With that said, I appreciate the overtures about the amount of the settlement offer and I will talk to my client and get back to you.

**PLEASE NOTE OUR NEW ADDRESS**

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**From:** John Aldrich

[<jaldrich@johnaldrichlawfirm.com>](mailto:jaldrich@johnaldrichlawfirm.com)

**Sent:** Thursday, March 10, 2022 4:52 PM

**To:** Andrea Champion

[<achampion@joneslovelock.com>](mailto:achampion@joneslovelock.com)

**Cc:** Traci Bixenmann

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**Subject:** RE: Confidential -- privileged  
settlement discussions

Andi,

I guess we need to clarify so we are communicating effectively. We are offering to provide the documents Mr. Dziubla requested in his October 26, 2021 letter. Would those documents not address job creation? And what do you need FS to do to “work through job creation”?

As for the settlement offer, it is a first offer, which we hope will lead to serious settlement discussions, including the amount that must be paid to settle the case. It is not a “last and final” offer. I am happy to continue discussions with you; we offer to engage in mediation if it will help.

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**From:** Andrea Champion  
<[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Thursday, March 10, 2022 4:28 PM  
**To:** John Aldrich  
<[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann  
<[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie  
Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>;  
Nicole Lovelock  
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Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>  
**Subject:** RE: Confidential -- privileged  
settlement discussions

John,

I will pass along the offer to my clients but to make sure I am clear; your below proposal does not address job creation at all. Am I to understand that your clients will not address job creation as part of the settlement? Or that this is their monetary offer, and they are still willing to provide the EB-5 documents and work through job creation?

In addition, I will say that given that we start party depositions on Monday and the offer does not even cover the principal and interest, I have a hard time thinking I will have any positive news for you tomorrow. But I will talk to my client and see if this is enough to consider a mediation. I think if you could get back to me as soon as possible on the job creation piece, that would be helpful as he will certainly ask me.

Thanks,  
Andi

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---

**From:** John Aldrich

<[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Thursday, March 10, 2022 4:15 PM

**To:** Andrea Champion

<[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Cc:** Traci Bixenmann

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Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>

**Subject:** Confidential -- privileged settlement discussions

Hello Andi,

I am circling back about possibly resolving this matter. Front Sight is prepared to make an offer to fully resolve the entire matter, including providing the EB-5 documents that Defendants are seeking. Here is our proposal:

1. Jennifer Piazza and Linda Stanwood will be dismissed from the litigation immediately, even before we resolve the other issues.
2. Front Sight offers to pay \$7,000,000 to fully and finally resolve this case and all issues included herein, with payment to be made within sixty (60) days.

Front Sight will provide the EB-5

3.

documents, as requested in the letter dated October 26, 2021, within five (5) business days of the parties reaching an agreement in principle.

We are also open to using a mediator to continue settlement discussions, and indeed believe that would be very beneficial.

Please let me know if your client is interested in furthering our settlement discussions.

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# EXHIBIT “73”

# EXHIBIT “73”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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**DEPO**  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
Nevada State Bar No. 13461  
**JONES LOVELOCK**  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
Tel: (702) 805-8450  
Fax: (702) 805-8451  
nlovelock@joneslovelock.com  
scavaco@joneslovelock.com  
achampion@joneslovelock.com

Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
**HOGAN HULET PLLC**  
10501 W. Gowan Rd., Suite 260  
Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
Fax: (702) 508-9554  
ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, 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.  
  
AND ALL RELATED CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**NINETH AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

///  
///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: JENNIFER PIAZZA  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **21<sup>st</sup> day of March 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at **Esquire Solutions, 1700**  
9 **Pacific Ave., Suite 1000, Dallas, TX 75201**, Las Vegas Development Fund, LLC will take the video  
10 and stenographic deposition of Jennifer Piazza upon oral examination pursuant to Rules 26 and 30  
11 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer  
12 authorized by law to administer oaths. The deposition shall be recorded by either sound, sound-and-  
13 visual, and/or stenographic means.

14 **ZOOM Information TBD.**

15 Ms. Piazza's examination will continue from day to day until completed. You are invited to  
16 attend and cross-examine.

17 DATED this 18<sup>th</sup> day of March 2022.

18 **JONES LOVELOCK**

19 /s/ Andrea M. Champion, Esq.  
20 Nicole E. Lovelock, Esq.  
21 Nevada State Bar No. 11187  
22 Sue Trazig Cavaco, Esq.  
23 Nevada State Bar No. 6150  
24 Andrea M. Champion, Esq.  
25 Nevada State Bar No. 13461  
26 6600 Amelia Earhart Court, Suite C  
27 Las Vegas, Nevada 89119

28 *Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

29 ///  
30 ///  
31 ///

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 18<sup>th</sup> day of March 2022, I caused the foregoing **NINETH** **AMENDED NOTICE OF DEPOSITION OF JENNIFER PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Lorie Januskevicius  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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# EXHIBIT “74”

# EXHIBIT “74”



**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
3 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
4 Nevada State Bar No. 13461  
**JONES LOVELOCK**  
5 6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
6 Tel: (702) 805-8450  
Fax: (702) 805-8451  
7 nlovelock@joneslovelock.com  
scavaco@joneslovelock.com  
8 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
10 **HOGAN HULET PLLC**  
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11 Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
12 Fax: (702) 508-9554  
ken@h2legal.com

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*

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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 CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**TENTH AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

27 ///

28 ///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: JENNIFER PIAZZA  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **4th day of April 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at with Deponent(s) appearing  
9 at Esquire Solutions, 1700 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development  
10 Fund, LLC will take the video and stenographic deposition of Jennifer Piazza upon oral examination  
11 pursuant to Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before  
12 some other officer authorized by law to administer oaths. The deposition shall be recorded by either  
13 sound, sound-and-visual, and/or stenographic means.

**ZOOM Information:**

<https://esquiresolutions.zoom.us/j/97302087946?pwd=RHowbjBNd1RKYk1tSmVrRHRjb2Mxdz09>  
**Meeting ID: 97302087946**  
**Passcode: 8086984**  
**Telephone Participants Dial: (669) 900-6833 enter**  
**Meeting ID: 97302087946##**

17 Ms. Piazza's examination will continue from day to day until completed. You are invited to  
18 attend and cross-examine.

19 DATED this 25<sup>th</sup> day of March 2022.

**JONES LOVELOCK**

/s/ Andrea M. Champion, Esq.  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
Nevada State Bar No. 13461  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

28

1 ///

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**CERTIFICATE OF SERVICE**

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I HEREBY CERTIFY that on the 25<sup>th</sup> day of March 2022, I caused the foregoing **TENTH** **AMENDED NOTICE OF DEPOSITION OF JENNIFER PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

# EXHIBIT “75”

# EXHIBIT “75”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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**DEPO**  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
Nevada State Bar No. 13461  
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Nevada State Bar No. 10083  
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*Attorneys for Las Vegas Development  
Fund, LLC, 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.  
  
AND ALL RELATED CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**NINETH AMENDED NOTICE OF  
DEPOSITION OF IGNATIUS PIAZZA**

///  
///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: IGNATIUS PIAZZA  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **5th day of April 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at Esquire Solutions, 1700  
9 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
10 and stenographic deposition of Ignatius Piazza upon oral examination pursuant to Rules 26 and 30  
11 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer  
12 authorized by law to administer oaths. The deposition shall be recorded by either sound, sound-and-  
13 visual, and/or stenographic means.

**ZOOM Information:**

**<https://esquiresolutions.zoom.us/j/92833762301?pwd=a0RDcW9XUmhNUnluUkovaDIYS1dxZz09>**  
**Meeting ID: 92833762301**  
**Passcode: 8086991**  
**Telephone Participants Dial: (669) 900-6833 enter**  
**Meeting ID: 92833762301##**

14 Mr. Piazza's examination will continue from day to day until completed. You are invited to  
15 attend and cross-examine.

16 DATED this 25<sup>th</sup> day of March 2022.

**JONES LOVELOCK**

/s/ Andrea M. Champion, Esq.  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
Nevada State Bar No. 13461  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 25<sup>th</sup> day of March 2022, I caused the foregoing **NINETH AMENDED NOTICE OF DEPOSITION OF IGNATIUS PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

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Las Vegas, Nevada 89119

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# EXHIBIT “76”

# EXHIBIT “76”



**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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**DEPO**  
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Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
Nevada State Bar No. 13461  
**JONES LOVELOCK**  
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nlovelock@joneslovelock.com  
scavaco@joneslovelock.com  
achampion@joneslovelock.com

Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
**HOGAN HULET PLLC**  
10501 W. Gowan Rd., Suite 260  
Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
Fax: (702) 508-9554  
ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, 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.  
  
AND ALL RELATED CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**EIGHTH AMENDED NOTICE OF  
DEPOSITION OF FRONT SIGHT  
MANAGEMENT, LLC**

///  
///

JONES LOVELOCK  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: FRONT SIGHT MANAGEMENT, LLC

2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **6th day of April 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at Esquire Solutions, 1700  
9 Pacific Ave., Suite 1000, Dallas, TX 75201, Defendants/ Counterclaimants will take the video and  
10 stenographic deposition of the NRCP 30(b)(6) representative(s) of Plaintiff/Counterdefendant Front  
11 Sight Management, LLC concerning the subject matters enumerated below, upon oral examination  
12 pursuant to Rules 26 and 30, and specifically Rule 30(b)(6) of the Nevada Rules of Civil Procedure,  
13 before a Notary Public or before some other officer authorized by law to administer oaths. The  
14 deposition shall be recorded by either sound, sound-and-visual, and/or stenographic means.

15 **ZOOM Information:**

16 [https://esquiresolutions.zoom.us/j/91950443670?pwd=SjNBOHIzNFUvN](https://esquiresolutions.zoom.us/j/91950443670?pwd=SjNBOHIzNFUvNGJCSm5Wakl4VmNqUT09)  
17 [GJCSm5Wakl4VmNqUT09](https://esquiresolutions.zoom.us/j/91950443670?pwd=SjNBOHIzNFUvNGJCSm5Wakl4VmNqUT09)  
18 **Meeting ID: 919 5044 3670**  
19 **Passcode: 8086994**  
20 **Telephone Participants Dial: (669) 900-6833 enter**  
21 **Meeting ID: 919 5044 3670##**

22 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
23 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
24 facts and other information known or reasonably available relating to the topics set forth below.

25 **DEFINITIONS**

- 26 1. "Front Sight" or "You" means Front Sight Management, LLC.  
27 2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon  
28 Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC,  
collectively.  
3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.  
4. "Dziubla" means Robert Dziubla.  
5. "Fleming" means Jon Fleming.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           6.       “Stanwood” means Linda Stanwood.
- 2           7.       “EB5IA” means EB5 Impact Advisors, LLC.
- 3           8.       “EB5IC” means EB5 Impact Capital Regional Center, LLC.
- 4           9.       “Complaint” means the Second Amended Complaint You filed on January 4, 2019 in
- 5 *Front Sight Management LLC v. Las Vegas Development Fund LLC*, Eighth Judicial District Court,
- 6 Case No. A-18-781084-B.
- 7           10.      “Answer” means the Answer to Plaintiff’s Second Amended Complaint, filed by
- 8 Defendants on June 4, 2020.
- 9           11.      “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,
- 10 2020.
- 11          12.      “Answer to Counterclaim” means Counterdefendant Front Sight’s Answer to
- 12 Counterclaim, filed on October 14, 2020.
- 13          13.      “VNV I” means VNV Dynasty Trust I.
- 14          14.      “VNV II” means VNV Dynasty Trust II.
- 15          15.      “VNV Trusts” means VNV Dynasty Trust I and VNV Dynasty Trust II, collectively.
- 16          16.      “Mr. Piazza” means Ignatius A. Piazza II.
- 17          17.      “Mrs. Piazza” means Jennifer Piazza.
- 18          18.      “Morales Parties” means Morales Construction, Inc., All American Concrete &
- 19 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 20          19.      “Morales Construction” means Morales Construction, Inc.
- 21          20.      “All American” means All American Concrete & Masonry Inc.
- 22          21.      “Top Rank” means Top Rank Builders Inc.
- 23          22.      “Morales” means Efrain Rene Morales-Moreno.
- 24          23.      “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,
- 25 executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 26          24.      “Meacher” means Michael Gene Meacher.
- 27          25.      “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 28          26.      “CLA” means the Construction Loan Agreement dated October 6, 2016, between

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 Front Sight and LVDF.

2 27. "Project" means the construction of the Front Sight Resort & Vacation Club and an  
3 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in  
4 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.

5 28. Unless otherwise specified, each of the topics is limited to the time frame of August  
6 2012 to the present.

7 29. "Communication" and/or "Communications" is used in the broadest sense and  
8 includes, but is not limited to, any oral or written transmittal of information or request for information  
9 made from one person to another, whether made in person, by telephone or by any other means, or  
10 a document made for the purpose of recording a communication, idea, statement, opinion or belief.

11 30. "Relating to," "Related to," "Relates to," "Relates," "Reflects," "Refers," "Referring  
12 to," "In relating to," and "Referred to" means pertaining, concerning, regarding, depicting,  
13 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
14 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

15 31. The term "and" includes the term "or," and the term "or" includes the term "and."

16 32. When the context so requires, references to the masculine gender include the feminine  
17 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
18 singular references include the plural, and plural references include the singular.

19 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

20 1. Any and all declarations You executed related to this litigation, including but not  
21 limited to, the factual basis for the same.

22 2. Your Complaint and Answer to Counterclaim, including but not limited to:

23 a. The factual basis for Your first claim for relief for Fraud/Intentional  
24 Misrepresentation/Concealment;

25 b. Identifying each alleged misrepresentation by Defendants, including who made said  
26 misrepresentation(s), when said misrepresentation(s) were made, and the facts demonstrating that  
27 said representation(s) were false;

28 c. Your reliance, if any, on Defendants' alleged misrepresentations;

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1 d. The factual basis for Your third claim for relief for Conversion;
- 2 e. Identifying each time You contend Defendants wrongfully asserted dominion over
- 3 Your property, including but not limited to misappropriating and spending Your money advances for
- 4 purposes other than that for which it was intended;
- 5 f. The factual basis for Your fourth claim for relief for Civil Conspiracy;
- 6 g. Dziubla, Fleming, and Stanwood’s individual involvement in said alleged conspiracy
- 7 and actions each took in furtherance of said conspiracy;
- 8 h. The factual basis for Your fifth claim for relief for Breach of Contract;
- 9 i. Identification of each alleged breach of the February 2013 engagement letter by
- 10 EB5IA;
- 11 j. Identification of each alleged breach of the CLA by LVDF;
- 12 k. The factual basis for Your sixth claim for relief for Contractual Breach of the Implied
- 13 Covenant of Good Faith and Fair Dealing;
- 14 l. The factual basis for Your Eighth claim for relief for Intentional Interference with
- 15 Prospective Economic Advantage;
- 16 m. Identification of each prospective relationship that was damaged as a result of
- 17 Defendants’ alleged conduct;
- 18 n. The factual basis for Your tenth claim for relief for Negligent Misrepresentation;
- 19 o. Identifying each alleged misrepresentation by EB5IA and Dziubla regarding their
- 20 ability to raise capital for the Project;
- 21 p. The damages You contend you suffered as a result of Defendants’ conduct and a
- 22 detailed explanation of how You are calculating Your damages;
- 23 q. The basis for Your request for an award of attorneys’ fees;
- 24 r. The basis for Your request for an award of punitive damages;
- 25 s. The factual basis for your denial of LVDF’s Counterclaims;
- 26 t. The facts/documents related to any and all transfers from Front Sight to Mr. and Mrs.
- 27 Piazza;
- 28 u. The facts/documents related to any and all transfers from Front Sight to the VNV

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- 1 Trusts;
- 2 v. The facts/documents related to the negotiation and execution of the Morales Line of
- 3 Credit
- 4 w. Front Sight’s representations to its members that it would turn over the business to its
- 5 members;
- 6 x. Front Sight’s sale of Front Sight points or credits or any variant thereof to its members;
- 7 y. Any and all demands or threats of potential lawsuits made upon Front Sight by third-
- 8 parties not named in this lawsuit; and
- 9 z. The value of LVDF’s Property;
- 10 aa. Your Answer to the Counterclaim; and
- 11 bb. Your affirmative defenses to the Counterclaim.
- 12 3. Any and all requests made by You to Defendants of an accounting.
- 13 4. Defendants’ accountings, including Your factual basis for:
  - 14 a. Any contention You may have that Defendants’ accounting(s) are deficient;
  - 15 b. Identification of specific expenditures that you believe are false and/or improper.
- 16 5. Your responses to written discovery.
- 17 6. Your efforts to collect and produce all relevant and responsive documents in this
- 18 litigation.
- 19 7. Membership in Front Sight, including but not limited to:
  - 20 a. Your newsletters and representations to members including but not limited to,
  - 21 representations about this lawsuit, Your efforts to complete the Project, and representations about the
  - 22 future ownership of Front Sight;
  - 23 b. Your efforts to raise money from Your members; and
  - 24 c. Any and all distributions to Your members.
- 25 8. Your management, including but not limited to:
  - 26 a. Identification of any and all employees and/or managers authorized to speak on Your
  - 27 behalf; and
  - 28 b. Compensation.

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Las Vegas, Nevada 89119

- 1           9.       Your ownership, including but not limited to:
  - 2           a.       Identification of all owners of Front Sight; and
  - 3           b.       Compensation from Front Sight to each and every owner.
- 4           10.       Your employees and/or independent contractors, including but not limited to:
  - 5           a.       The facts/documents reflecting the number of employees and/or independent
   
6 contractors You employed prior to the CLA; and
  - 7           b.       The facts/documents reflecting the number of employees and/or independent
   
8 contractors You currently employ;
  - 9           c.       The number of jobs You contend that were created related to the Project (and as
   
10 contemplated by the CLA);
  - 11          d.       Job descriptions for Your employees and/or managers; and
  - 12          e.       Job descriptions and duties of the jobs You contend were created pursuant to the CLA
   
13 (and in support of the EB-5 program).
- 14           11.       Any and all compensation and/or payments of any kind made to Mr. Piazza.
- 15           12.       Any and all compensation and/or payments of any kind made to Mrs. Piazza.
- 16           13.       Any and all compensation and/or payments of any kind made to Meacher.
- 17           14.       Any and all compensation and/or payments of any kind to the VNV Trusts.
- 18           15.       Any loan agreement(s) between You and the VNV Trusts including:
  - 19           a.       The terms of said loan agreement(s);
  - 20           b.       Any and all documents related to said loan agreement(s); and
  - 21           c.       Any and all payments made under said loan agreement(s).
- 22           16.       Any and all internal communications prior to the execution of the CLA regarding
   
23 Defendants and/or the CLA.
- 24           17.       Any and all facts you considered prior to the execution of the CLA, including but not
   
25 limited to:
  - 26           a.       Any efforts to conduct due diligence on the Defendants prior to the execution of the
   
27 CLA;
  - 28           b.       Any efforts to research and/or to conduct due diligence on the EB-5 industry;

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- 1 c. Any contact and/or efforts you made to contact other regional centers prior to or after  
2 the signing of the Engagement Letter;
- 3 d. Any efforts to contact and/or conduct due diligence with regard to Empyrean West,  
4 Liberty West, Dave Keller and/or Jay Carter.
- 5 e. Your retention of any attorneys or third-parties related to the execution of the CLA.
- 6 18. Any and all plans for the Project, including but not limited to:
- 7 a. Your involvement and/or knowledge of plans submitted to USCIS;
- 8 b. Any alternations to plans for the Project; and
- 9 c. Any submissions of plans for approval or approval of plans.
- 10 19. Any and all communications with Defendants regarding the parties' performance  
11 under the CLA.
- 12 20. Any and all communications with Defendants regarding the parties' performance  
13 under the February 2013 engagement letter.
- 14 21. Any and all communications with Defendants regarding their efforts to solicit EB-5,  
15 and potential EB-5 investors for the Project.
- 16 22. Any and all efforts You made to solicit potential investors for the Project.
- 17 23. Your involvement in drafting and providing information to be provided to potential  
18 investors for the Project, including but not limited to, the PPM, the Project Pro Forma, and other  
19 offering documents.
- 20 24. Any and all communications and/or meetings You had with potential investors for the  
21 Project.
- 22 25. Any and all efforts You made to identify and retain third parties to help market the  
23 Project to potential investors.
- 24 26. Any and all communications and/or meetings You had with foreign placement  
25 consultants, including but not limited to Dr. Shah, Endeavor Shanghai (Kyle Scott), and Sinowel.
- 26 27. Any and all efforts You made to finance the Project prior to the CLA.
- 27 28. Any and all efforts You made following the execution of the CLA to finance the  
28 Project.



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- 1           29. Any and all communications following execution of the CLA and leading up to filing  
2 of the Notice of Default.
- 3           30. Any and all communications regarding the Notice of Default.
- 4           31. All work completed on the Project.
- 5           32. All expenditures on the Project.
- 6           33. Any and all amendments to the CLA.
- 7           34. Any and all communications regarding amendments to the CLA.
- 8           35. Your obligations to obtain Senior Debt under the CLA, including but not limited to:
- 9           a. The reason for the Senior Debt requirement;
- 10           b. Your contractual obligations to obtain Senior Debt;
- 11           c. Any and all efforts You made to obtain Senior Debt; and
- 12           d. Any and all communications with Defendants and/or any third parties regarding Your  
13 obligations to obtain Senior Debt.
- 14           36. Your Executive Summary dated March 12, 2012.
- 15           37. Any and all communications and/or efforts to contract with other regional centers after  
16 the execution of the Engagement Letter.
- 17           38. Your record keeping policies.
- 18           39. The destruction of any documents related to the Complaint, Answer, Counterclaim,  
19 or Answer to Counterclaim, including but not limited to, documents destroyed through a Santa Rosa  
20 Wildfire.
- 21           40. Your involvement and/or knowledge of any attempts to hack into Dziubla and  
22 Stanwood's bank and retirement accounts.
- 23           41. Your involvement and/or knowledge of any phishing emails sent to Defendants,  
24 including but not limited to, a Wells Fargo phishing email.
- 25           42. Your involvement and/or knowledge of any attempts to hack into Dziubla's email  
26 account.
- 27           43. Your involvement and/or knowledge of any criminal complaints filed or initiated  
28 against Dziubla and/or Fleming.

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- 1           44. Any and all communications with the Morales Parties, including but not limited to:
- 2           a. The CLA;
- 3           b. Your obligations under the CLA;
- 4           c. Your obligations to obtain Senior Debt;
- 5           d. Your efforts to fund the Project;
- 6           e. Defendants;
- 7           f. The potential for the Morales Parties to loan You money for the Project;
- 8           g. Negotiations and/or execution of the Morales Line of Credit;
- 9           h. The terms of the Morales Line of Credit;
- 10          i. The parties’ anticipated performance and/or use of the Morales Line of Credit.
- 11          45. Identification of each and every person working on Your behalf that was involved in
- 12 the negotiation, execution, and/or performance under the Morales Line of Credit.
- 13          46. Any and all facts and/or documents You received from the Morales Parties prior to
- 14 the execution of the Morales Line of Credit.
- 15          47. Your utilization of the Morales Line of Credit.
- 16          48. Your communications with the experts You disclosed in this litigation including, but
- 17 not limited to, DeBono Holmes, Evans, Winters, and Kirkendall.
- 18          49. Your obligations under Section 5.10 of the CLA regarding EB-5 documentation,
- 19 including but not limited to:
- 20           a. Your compliance with Section 5.10 of the CLA;
- 21           b. All documents You provided to Defendants in compliance with Section 5.10 of the
- 22 CLA;
- 23           c. Your preparation of GAP financial records.
- 24          50. All facts and/or documents supporting Your contention that the Holoceck loan was a
- 25 “bridge loan” that You obtained in contemplation of receiving EB-5 financing and as permitted under
- 26 USCIS regulations.

27 ///

28 ///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 Oral examination will continue from day to day until completed. You are invited to attend  
2 and participate.

3 DATED this 25<sup>th</sup> day of March 2022.

4 **JONES LOVELOCK**

5 /s/ Andrea M. Champion, Esq.  
6 Nicole E. Lovelock, Esq.  
7 Nevada State Bar No. 11187  
8 Sue Trazig Cavaco, Esq.  
9 Nevada State Bar No. 6150  
10 Andrea M. Champion, Esq.  
11 Nevada State Bar No. 13461  
12 6600 Amelia Earhart Court, Suite C  
13 Las Vegas, Nevada 89119

14 *Attorneys for Las Vegas Development  
15 Fund, LLC, EB5 Impact Capital Regional  
16 Center, LLC, EB5 Impact Advisors, LLC*

17 **CERTIFICATE OF SERVICE**

18 I HEREBY CERTIFY that on the 25<sup>th</sup> day of March 2022, I caused the foregoing **EIGHTH**  
19 **AMENDED NOTICE OF DEPOSITION OF FRONT SIGHT MANAGEMENT, LLC** to be  
20 electronically served by and through the Court’s electronic filing system to the attention of the email  
21 addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not  
22 included on the Electronic Mail Notice List, to the following parties:

23 ALDRICH LAW FIRM, LTD.  
24 John P. Aldrich, Esq.  
25 Catherine Hernandez, Esq.  
26 Jamie S. Hendrickson, Esq.  
27 7866 West Sahara Avenue  
28 Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

29 /s/ Julie Linton  
30 An Employee of JONES LOVELOCK

# EXHIBIT “77”

# EXHIBIT “77”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
3 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
4 Nevada State Bar No. 13461  
**JONES LOVELOCK**  
5 6600 Amelia Earhart Court, Suite C  
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8 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
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Tel: (702) 800-5482  
12 Fax: (702) 508-9554  
ken@h2legal.com

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*

16  
17  
18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**FOURTH AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST I**

25  
26 **AND ALL RELATED CLAIMS.**

27 ///

28 ///

JONES LOVELOCK  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: VNV DYNASTY TRUST I  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **7th day of April 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at Esquire Solutions, 1700  
9 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas Development Fund, LLC will take the video  
10 and stenographic deposition of the TRUSTEE(S) of the VNV DYNASTY TRUST I (the "Trust").

11 **ZOOM Information:**

12 [https://esquiresolutions.zoom.us/j/97853997998?pwd=K0NZRzA0V2JpaFR](https://esquiresolutions.zoom.us/j/97853997998?pwd=K0NZRzA0V2JpaFRZem9VR1g1Y0h4UT09)  
13 [Zem9VR1g1Y0h4UT09](https://esquiresolutions.zoom.us/j/97853997998?pwd=K0NZRzA0V2JpaFRZem9VR1g1Y0h4UT09)  
14 **Meeting ID: 97853997998**  
15 **Passcode: 8086996**  
16 **Telephone Participants Dial: (669) 900-6833 enter**  
17 **Meeting ID: 97853997998##**

18 The deposition will be upon oral examination pursuant to Rules 26 and 30 of the Nevada  
19 Rules of Civil Procedure, before a Notary Public or before some other officer authorized by law to  
20 administer oaths. The deposition shall be recorded by either sound, sound-and-visual, and/or  
21 stenographic means.

22 Oral examination will continue from day to day until completed. You are invited to attend  
23 and participate.

24 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
25 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
26 facts and other information known or reasonably available relating to the topics set forth below.

27 **DEFINITIONS**

- 28
1. "VNV I" or "You" means VNV Dynasty Trust I.
  2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC, collectively.
  3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.

**JONES LOVELOCK**  
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- 1           4.       “Dziubla” means Robert Dziubla.
- 2           5.       “Fleming” means Jon Fleming.
- 3           6.       “Stanwood” means Linda Stanwood.
- 4           7.       “EB5IA” means EB5 Impact Advisors, LLC.
- 5           8.       “EB5IC” means EB5 Impact Capital Regional Center, LLC.
- 6           9.       “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,  
7 2020.
- 8           10.      “Answer to Counterclaim” means Your Answer to Counterclaim, filed on October 14,  
9 2020.
- 10          11.      “VNV II” means VNV Dynasty Trust II.
- 11          12.      “Front Sight” means Front Sight Management, LLC.
- 12          13.      “Mr. Piazza” means Ignatius A. Piazza II.
- 13          14.      “Mrs. Piazza” means Jennifer Piazza.
- 14          15.      “Morales Parties” means Morales Construction, Inc., All American Concrete &  
15 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 16          16.      “Morales Construction” means Morales Construction, Inc.
- 17          17.      “All American” means All American Concrete & Masonry Inc.
- 18          18.      “Top Rank” means Top Rank Builders Inc.
- 19          19.      “Morales” means Efrain Rene Morales-Moreno.
- 20          20.      “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,  
21 executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 22          21.      “Meacher” means Michael Gene Meacher.
- 23          22.      “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 24          23.      “CLA” means the Construction Loan Agreement dated October 6, 2016, between  
25 Front Sight and LVDF.
- 26          24.      “Project” means the construction of the Front Sight Resort & Vacation Club and an  
27 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in  
28 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.

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Las Vegas, Nevada 89119

1           25. Unless otherwise specified, each of the topics is limited to the time frame of August  
2 2012 to the present.

3           26. “Communication” and/or “Communications” is used in the broadest sense and  
4 includes, but is not limited to, any oral or written transmittal of information or request for information  
5 made from one person to another, whether made in person, by telephone or by any other means, or a  
6 document made for the purpose of recording a communication, idea, statement, opinion or belief.

7           27. “Relating to,” “Related to,” “Relates to,” “Relates,” “Reflects,” “Refers,” “Referring  
8 to,” “In relating to,” and “Referred to” means pertaining, concerning, regarding, depicting,  
9 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
10 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

11           28. The term “and” includes the term “or,” and the term “or” includes the term “and.”

12           29. When the context so requires, references to the masculine gender include the feminine  
13 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
14 singular references include the plural, and plural references include the singular.

**TOPICS FOR NRCP 30(b)(6) DEPOSITION**

15  
16           1. Your document retention policies.  
17           2. Your responses to written discovery.  
18           3. All attempts You made to collect and produce relevant and responsive documents in  
19 this litigation.

20           4. Any and all money You received from Front Sight from October 6, 2016 to the  
21 present.

22           5. Any and all non-monetary assets You received from Front Sight from October 6, 2016  
23 to the present.

24           6. Any and all money You transferred out of the VNV I from October 6, 2012 to the  
25 present.

26           7. Any and all non-monetary assets You transferred out of the VNV I from October 6,  
27 2012 to the present.

28           8. Your beneficiaries.



**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           9.       Your trustees.
- 2           10.       Your assets.
- 3           11.       Your relationship to Front Sight, Mr. Piazza and/or Mrs. Piazza.
- 4           12.       Your tax returns from 2016 to 2020.
- 5           13.       Any and all loan agreement(s) You have with Front Sight, Mr. Piazza and/or Mrs.
- 6           Piazza from 2016 to the present, including but not limited to:
  - 7               a.    The term of said loan agreement(s);
  - 8               b.    Any and all documents related to said loan agreement(s); and
  - 9               c.    Any and all payments made under said loan agreement(s).
- 10          14.       Your knowledge and/or involvement in Front Sight.
- 11          15.       Your knowledge and/or involvement in the CLA.
- 12          16.       Your Answer to Counterclaim, including but not limited to:
  - 13               a.    Your denial of the Counterclaim; and
  - 14               b.    Your affirmative defenses.

DATED this 25<sup>th</sup> day of March 2022.

**JONES LOVELOCK**

          /s/ Andrea M. Champion, Esq.            
 Nicole E. Lovelock, Esq.  
 Nevada State Bar No. 11187  
 Sue Trazig Cavaco, Esq.  
 Nevada State Bar No. 6150  
 Andrea M. Champion, Esq.  
 Nevada State Bar No. 13461  
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 Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

24   ///

25   ///

26   ///

27

28

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 25<sup>th</sup> day of March 2022, I caused the foregoing **FOURTH AMENDED NOTICE OF DEPOSITION OF VNV DYNASTY TRUST I** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

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# EXHIBIT “78”

# EXHIBIT “78”

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
3 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
4 Nevada State Bar No. 13461  
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5 6600 Amelia Earhart Court, Suite C  
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scavaco@joneslovelock.com  
8 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
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11 Las Vegas, Nevada 89129  
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12 Fax: (702) 508-9554  
ken@h2legal.com

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*

16  
17  
18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**FOURTH AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST II**

25  
26 **AND ALL RELATED CLAIMS.**

27 ///

28 ///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: VNV DYNASTY TRUST II  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **8th day of April 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at with Deponent(s)  
9 appearing at Esquire Solutions, 1700 Pacific Ave., Suite 1000, Dallas, TX 75201, Las Vegas  
10 Development Fund, LLC will take the video and stenographic deposition of the TRUSTEE(S) of  
11 VNV DYNASTY TRUST II (the "Trust").

12 **ZOOM Information:**

13 <https://esquiresolutions.zoom.us/j/96383068986?pwd=T3NzaEFma0R6L3hobkFqYlV3MULidz09>  
14 **Meeting ID: 96383068986**  
15 **Passcode: 8087001**  
16 **Telephone Participants Dial: (669) 900-6833 enter**  
17 **Meeting ID: 96383068986##**

18 The deposition will be upon oral examination pursuant to Rules 26 and 30 before a Notary  
19 Public or before some other officer authorized by law to administer oaths. The deposition shall be  
20 recorded by either sound, sound-and-visual, and/or stenographic means.

21 Oral examination will continue from day to day until completed. You are invited to attend  
22 and participate.

23 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
24 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
25 facts and other information known or reasonably available relating to the topics set forth below.

26 **DEFINITIONS**

- 27 1. "VNV II" or "You" means VNV Dynasty Trust II.  
28 2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC, collectively.  
3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           4.       “Dziubla” means Robert Dziubla.
- 2           5.       “Fleming” means Jon Fleming.
- 3           6.       “Stanwood” means Linda Stanwood.
- 4           7.       “EB5IA” means EB5 Impact Advisors, LLC.
- 5           8.       “EB5IC” means EB5 Impact Capital Regional Center, LLC.
- 6           9.       “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,
- 7 2020.
- 8           10.      “Answer to Counterclaim” means Your Answer to Counterclaim, filed on October 14,
- 9 2020.
- 10          11.      “VNV I” means VNV Dynasty Trust I.
- 11          12.      “Front Sight” means Front Sight Management, LLC.
- 12          13.      “Mr. Piazza” means Ignatius A. Piazza II.
- 13          14.      “Mrs. Piazza” means Jennifer Piazza.
- 14          15.      “Morales Parties” means Morales Construction, Inc., All American Concrete &
- 15 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 16          16.      “Morales Construction” means Morales Construction, Inc.
- 17          17.      “All American” means All American Concrete & Masonry Inc.
- 18          18.      “Top Rank” means Top Rank Builders Inc.
- 19          19.      “Morales” means Efrain Rene Morales-Moreno.
- 20          20.      “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,
- 21 executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 22          21.      “Meacher” means Michael Gene Meacher.
- 23          22.      “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 24          23.      “CLA” means the Construction Loan Agreement dated October 6, 2016, between
- 25 Front Sight and LVDF.
- 26          24.      “Project” means the construction of the Front Sight Resort & Vacation Club and an
- 27 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in
- 28 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1           25. Unless otherwise specified, each of the topics is limited to the time frame of August  
2 2012 to the present.

3           26. “Communication” and/or “Communications” is used in the broadest sense and  
4 includes, but is not limited to, any oral or written transmittal of information or request for information  
5 made from one person to another, whether made in person, by telephone or by any other means, or a  
6 document made for the purpose of recording a communication, idea, statement, opinion or belief.

7           27. “Relating to,” “Related to,” “Relates to,” “Relates,” “Reflects,” “Refers,” “Referring  
8 to,” “In relating to,” and “Referred to” means pertaining, concerning, regarding, depicting,  
9 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
10 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

11           28. The term “and” includes the term “or,” and the term “or” includes the term “and.”

12           29. When the context so requires, references to the masculine gender include the feminine  
13 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
14 singular references include the plural, and plural references include the singular.

**TOPICS FOR NRCP 30(b)(6) DEPOSITION**

15  
16           1. Your document retention policies.  
17           2. Your responses to written discovery.  
18           3. All attempts You made to collect and produce relevant and responsive documents in  
19 this litigation.

20           4. Any and all money You received from Front Sight from October 6, 2016 to the  
21 present.

22           5. Any and all non-monetary assets You received from Front Sight from October 6, 2016  
23 to the present.

24           6. Any and all money You transferred out of the VNV II from October 6, 2012 to the  
25 present.

26           7. Any and all non-monetary assets You transferred out of the VNV II from October 6,  
27 2012 to the present.

28           8. Your beneficiaries.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           9.       Your trustees.
- 2           10.       Your assets.
- 3           11.       Your relationship to Front Sight, Mr. Piazza and/or Mrs. Piazza.
- 4           12.       Your tax returns from 2016 to 2020.
- 5           13.       Any and all loan agreement(s) You have with Front Sight, Mr. Piazza and/or Mrs.
- 6           Piazza from 2016 to the present, including but not limited to:
  - 7               a.    The term of said loan agreement(s);
  - 8               b.    Any and all documents related to said loan agreement(s); and
  - 9               c.    Any and all payments made under said loan agreement(s).
- 10          14.       Your knowledge and/or involvement in Front Sight.
- 11          15.       Your knowledge and/or involvement in the CLA.
- 12          16.       Your Answer to Counterclaim, including but not limited to:
  - 13               a.    Your denial of the Counterclaim; and
  - 14               b.    Your affirmative defenses.

DATED this 25<sup>th</sup> day of March 2022.

**JONES LOVELOCK**

          /s/ Andrea M. Champion, Esq.  
 Nicole E. Lovelock, Esq.  
 Nevada State Bar No. 11187  
 Sue Trazig Cavaco, Esq.  
 Nevada State Bar No. 6150  
 Andrea M. Champion, Esq.  
 Nevada State Bar No. 13461  
 6600 Amelia Earhart Court, Suite C  
 Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 25<sup>th</sup> day of March 2022, I caused the foregoing **FOURTH AMENDED NOTICE OF DEPOSITION OF VNV DYNASTY TRUST II** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

# EXHIBIT “79”

# EXHIBIT “79”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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**DEPO**  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
Nevada State Bar No. 13461  
**JONES LOVELOCK**  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
Tel: (702) 805-8450  
Fax: (702) 805-8451  
nlovelock@joneslovelock.com  
scavaco@joneslovelock.com  
achampion@joneslovelock.com

Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
**HOGAN HULET PLLC**  
10501 W. Gowan Rd., Suite 260  
Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
Fax: (702) 508-9554  
ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, 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.  
  
AND ALL RELATED CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**ELEVENTH AMENDED NOTICE OF  
DEPOSITION OF JENNIFER PIAZZA**

///  
///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: JENNIFER PIAZZA  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **25th day of April 2022, at 12:30 o'clock p.m. CST**  
8 **(10:30 a.m. PST)**, via ZOOM conferencing, with Deponent appearing at with Deponent(s) appearing  
9 at **Collins Realtime Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas 75201**, Las  
10 Vegas Development Fund, LLC will take the video and stenographic deposition of Jennifer Piazza  
11 upon oral examination pursuant to Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a  
12 Notary Public, or before some other officer authorized by law to administer oaths. The deposition  
13 shall be recorded by either sound, sound-and-visual, and/or stenographic means.

14 **ZOOM Information:**

15 <https://aacrlv.zoom.us/j/98352338315>  
16 Meeting ID: 983 5233 8315  
17 Passcode: 556953  
18 Telephone Participants Dial: (669) 900-6833 enter  
19 Meeting ID: 983 5233 8315##

20 Ms. Piazza's examination will continue from day to day until completed. You are invited to  
21 attend and cross-examine.

22 DATED this 1<sup>st</sup> day of April 2022.

23 **JONES LOVELOCK**

24 /s/ Andrea M. Champion, Esq.  
25 Nicole E. Lovelock, Esq.  
26 Nevada State Bar No. 11187  
27 Sue Trazig Cavaco, Esq.  
28 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
Nevada State Bar No. 13461  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 1<sup>st</sup> day of April 2022, I caused the foregoing **ELEVENTH** **AMENDED NOTICE OF DEPOSITION OF JENNIFER PIAZZA** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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# EXHIBIT “80”

# EXHIBIT “80”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
2 Nicole E. Lovelock, Esq.  
3 Nevada State Bar No. 11187  
4 Sue Trazig Cavaco, Esq.  
5 Nevada State Bar No. 6150  
6 Andrea M. Champion, Esq.  
7 Nevada State Bar No. 13461  
8 **JONES LOVELOCK**  
9 6600 Amelia Earhart Court, Suite C  
10 Las Vegas, Nevada 89119  
11 Tel: (702) 805-8450  
12 Fax: (702) 805-8451  
13 nlovelock@joneslovelock.com  
14 scavaco@joneslovelock.com  
15 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
10 Nevada State Bar No. 10083  
11 **HOGAN HULET PLLC**  
12 10501 W. Gowan Rd., Suite 260  
13 Las Vegas, Nevada 89129  
14 Tel: (702) 800-5482  
15 Fax: (702) 508-9554  
16 ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, 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.: 16

**TENTH AMENDED NOTICE OF  
DEPOSITION OF IGNATIUS PIAZZA**

AND ALL RELATED CLAIMS.

///

///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: IGNATIUS PIAZZA  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **26th day of April 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at **Collins Realtime**  
9 **Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas 75201**, Las Vegas Development  
10 Fund, LLC will take the video and stenographic deposition of Ignatius Piazza upon oral examination  
11 pursuant to Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before  
12 some other officer authorized by law to administer oaths. The deposition shall be recorded by either  
13 sound, sound-and-visual, and/or stenographic means.

12 **ZOOM Information:**

13 <https://aacrlv.zoom.us/j/91203388018>  
14 **Meeting ID: 912 0338 8018**  
15 **Passcode: 898011**  
16 **Telephone Participants Dial: (669) 900-6833 enter**  
17 **Meeting ID: 912 0338 8018##**

18 Mr. Piazza's examination will continue from day to day until completed. You are invited to  
19 attend and cross-examine.

20 DATED this 1<sup>st</sup> day of April 2022.

21 **JONES LOVELOCK**

22 /s/ Andrea M. Champion, Esq.  
23 Nicole E. Lovelock, Esq.  
24 Nevada State Bar No. 11187  
25 Sue Trazig Cavaco, Esq.  
26 Nevada State Bar No. 6150  
27 Andrea M. Champion, Esq.  
28 Nevada State Bar No. 13461  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

29 ///



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 1<sup>st</sup> day of April 2022, I caused the foregoing **TENTH**  
**AMENDED NOTICE OF DEPOSITION OF IGNATIUS PIAZZA** to be electronically served by  
and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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# EXHIBIT “81”

# EXHIBIT “81”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
3 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
4 Nevada State Bar No. 13461  
**JONES LOVELOCK**  
5 6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
6 Tel: (702) 805-8450  
Fax: (702) 805-8451  
7 nlovelock@joneslovelock.com  
scavaco@joneslovelock.com  
8 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
10 **HOGAN HULET PLLC**  
10501 W. Gowan Rd., Suite 260  
11 Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
12 Fax: (702) 508-9554  
ken@h2legal.com

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*

16  
17  
18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**NINETH AMENDED NOTICE OF  
DEPOSITION OF FRONT SIGHT  
MANAGEMENT, LLC**

25  
26 **AND ALL RELATED CLAIMS.**

27 ///

28 ///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: FRONT SIGHT MANAGEMENT, LLC

2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **27th day of April 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at **Collins Realtime**  
9 **Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas 75201**, Defendants/  
10 Counterclaimants will take the video and stenographic deposition of the NRCP 30(b)(6)  
11 representative(s) of Plaintiff/Counterdefendant Front Sight Management, LLC concerning the  
12 subject matters enumerated below, upon oral examination pursuant to Rules 26 and 30, and  
13 specifically Rule 30(b)(6) of the Nevada Rules of Civil Procedure, before a Notary Public or before  
14 some other officer authorized by law to administer oaths. The deposition shall be recorded by either  
15 sound, sound-and-visual, and/or stenographic means.

14 **ZOOM Information:**

15 <https://aacrlv.zoom.us/j/93130216376>  
16 Meeting ID: 931 3021 6376  
17 Passcode: 845231  
18 Telephone Participants Dial: (669) 900-6833 enter  
19 Meeting ID: 931 3021 6376##

20 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
21 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
22 facts and other information known or reasonably available relating to the topics set forth below.

21 **DEFINITIONS**

- 22 1. "Front Sight" or "You" means Front Sight Management, LLC.  
23 2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon  
24 Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC,  
25 collectively.  
26 3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.  
27 4. "Dziubla" means Robert Dziubla.  
28 5. "Fleming" means Jon Fleming.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           6.       “Stanwood” means Linda Stanwood.
- 2           7.       “EB5IA” means EB5 Impact Advisors, LLC.
- 3           8.       “EB5IC” means EB5 Impact Capital Regional Center, LLC.
- 4           9.       “Complaint” means the Second Amended Complaint You filed on January 4, 2019 in
- 5 *Front Sight Management LLC v. Las Vegas Development Fund LLC*, Eighth Judicial District Court,
- 6 Case No. A-18-781084-B.
- 7           10.      “Answer” means the Answer to Plaintiff’s Second Amended Complaint, filed by
- 8 Defendants on June 4, 2020.
- 9           11.      “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,
- 10 2020.
- 11          12.      “Answer to Counterclaim” means Counterdefendant Front Sight’s Answer to
- 12 Counterclaim, filed on October 14, 2020.
- 13          13.      “VNV I” means VNV Dynasty Trust I.
- 14          14.      “VNV II” means VNV Dynasty Trust II.
- 15          15.      “VNV Trusts” means VNV Dynasty Trust I and VNV Dynasty Trust II, collectively.
- 16          16.      “Mr. Piazza” means Ignatius A. Piazza II.
- 17          17.      “Mrs. Piazza” means Jennifer Piazza.
- 18          18.      “Morales Parties” means Morales Construction, Inc., All American Concrete &
- 19 Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 20          19.      “Morales Construction” means Morales Construction, Inc.
- 21          20.      “All American” means All American Concrete & Masonry Inc.
- 22          21.      “Top Rank” means Top Rank Builders Inc.
- 23          22.      “Morales” means Efrain Rene Morales-Moreno.
- 24          23.      “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,
- 25 executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 26          24.      “Meacher” means Michael Gene Meacher.
- 27          25.      “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 28          26.      “CLA” means the Construction Loan Agreement dated October 6, 2016, between

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 Front Sight and LVDF.

2 27. "Project" means the construction of the Front Sight Resort & Vacation Club and an  
3 expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in  
4 a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.

5 28. Unless otherwise specified, each of the topics is limited to the time frame of August  
6 2012 to the present.

7 29. "Communication" and/or "Communications" is used in the broadest sense and  
8 includes, but is not limited to, any oral or written transmittal of information or request for information  
9 made from one person to another, whether made in person, by telephone or by any other means, or  
10 a document made for the purpose of recording a communication, idea, statement, opinion or belief.

11 30. "Relating to," "Related to," "Relates to," "Relates," "Reflects," "Refers," "Referring  
12 to," "In relating to," and "Referred to" means pertaining, concerning, regarding, depicting,  
13 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
14 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

15 31. The term "and" includes the term "or," and the term "or" includes the term "and."

16 32. When the context so requires, references to the masculine gender include the feminine  
17 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
18 singular references include the plural, and plural references include the singular.

19 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

20 1. Any and all declarations You executed related to this litigation, including but not  
21 limited to, the factual basis for the same.

22 2. Your Complaint and Answer to Counterclaim, including but not limited to:

23 a. The factual basis for Your first claim for relief for Fraud/Intentional  
24 Misrepresentation/Concealment;

25 b. Identifying each alleged misrepresentation by Defendants, including who made said  
26 misrepresentation(s), when said misrepresentation(s) were made, and the facts demonstrating that  
27 said representation(s) were false;

28 c. Your reliance, if any, on Defendants' alleged misrepresentations;

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- 1 d. The factual basis for Your third claim for relief for Conversion;
- 2 e. Identifying each time You contend Defendants wrongfully asserted dominion over
- 3 Your property, including but not limited to misappropriating and spending Your money advances for
- 4 purposes other than that for which it was intended;
- 5 f. The factual basis for Your fourth claim for relief for Civil Conspiracy;
- 6 g. Dziubla, Fleming, and Stanwood’s individual involvement in said alleged conspiracy
- 7 and actions each took in furtherance of said conspiracy;
- 8 h. The factual basis for Your fifth claim for relief for Breach of Contract;
- 9 i. Identification of each alleged breach of the February 2013 engagement letter by
- 10 EB5IA;
- 11 j. Identification of each alleged breach of the CLA by LVDF;
- 12 k. The factual basis for Your sixth claim for relief for Contractual Breach of the Implied
- 13 Covenant of Good Faith and Fair Dealing;
- 14 l. The factual basis for Your Eighth claim for relief for Intentional Interference with
- 15 Prospective Economic Advantage;
- 16 m. Identification of each prospective relationship that was damaged as a result of
- 17 Defendants’ alleged conduct;
- 18 n. The factual basis for Your tenth claim for relief for Negligent Misrepresentation;
- 19 o. Identifying each alleged misrepresentation by EB5IA and Dziubla regarding their
- 20 ability to raise capital for the Project;
- 21 p. The damages You contend you suffered as a result of Defendants’ conduct and a
- 22 detailed explanation of how You are calculating Your damages;
- 23 q. The basis for Your request for an award of attorneys’ fees;
- 24 r. The basis for Your request for an award of punitive damages;
- 25 s. The factual basis for your denial of LVDF’s Counterclaims;
- 26 t. The facts/documents related to any and all transfers from Front Sight to Mr. and Mrs.
- 27 Piazza;
- 28 u. The facts/documents related to any and all transfers from Front Sight to the VNV

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- 1 Trusts;
- 2 v. The facts/documents related to the negotiation and execution of the Morales Line of
- 3 Credit
- 4 w. Front Sight’s representations to its members that it would turn over the business to its
- 5 members;
- 6 x. Front Sight’s sale of Front Sight points or credits or any variant thereof to its members;
- 7 y. Any and all demands or threats of potential lawsuits made upon Front Sight by third-
- 8 parties not named in this lawsuit; and
- 9 z. The value of LVDF’s Property;
- 10 aa. Your Answer to the Counterclaim; and
- 11 bb. Your affirmative defenses to the Counterclaim.
- 12 3. Any and all requests made by You to Defendants of an accounting.
- 13 4. Defendants’ accountings, including Your factual basis for:
  - 14 a. Any contention You may have that Defendants’ accounting(s) are deficient;
  - 15 b. Identification of specific expenditures that you believe are false and/or improper.
- 16 5. Your responses to written discovery.
- 17 6. Your efforts to collect and produce all relevant and responsive documents in this
- 18 litigation.
- 19 7. Membership in Front Sight, including but not limited to:
  - 20 a. Your newsletters and representations to members including but not limited to,
  - 21 representations about this lawsuit, Your efforts to complete the Project, and representations about the
  - 22 future ownership of Front Sight;
  - 23 b. Your efforts to raise money from Your members; and
  - 24 c. Any and all distributions to Your members.
- 25 8. Your management, including but not limited to:
  - 26 a. Identification of any and all employees and/or managers authorized to speak on Your
  - 27 behalf; and
  - 28 b. Compensation.



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- 1           9.       Your ownership, including but not limited to:
  - 2           a.       Identification of all owners of Front Sight; and
  - 3           b.       Compensation from Front Sight to each and every owner.
- 4           10.       Your employees and/or independent contractors, including but not limited to:
  - 5           a.       The facts/documents reflecting the number of employees and/or independent
   
6 contractors You employed prior to the CLA; and
  - 7           b.       The facts/documents reflecting the number of employees and/or independent
   
8 contractors You currently employ;
  - 9           c.       The number of jobs You contend that were created related to the Project (and as
   
10 contemplated by the CLA);
  - 11          d.       Job descriptions for Your employees and/or managers; and
  - 12          e.       Job descriptions and duties of the jobs You contend were created pursuant to the CLA
   
13 (and in support of the EB-5 program).
- 14           11.       Any and all compensation and/or payments of any kind made to Mr. Piazza.
- 15           12.       Any and all compensation and/or payments of any kind made to Mrs. Piazza.
- 16           13.       Any and all compensation and/or payments of any kind made to Meacher.
- 17           14.       Any and all compensation and/or payments of any kind to the VNV Trusts.
- 18           15.       Any loan agreement(s) between You and the VNV Trusts including:
  - 19           a.       The terms of said loan agreement(s);
  - 20           b.       Any and all documents related to said loan agreement(s); and
  - 21           c.       Any and all payments made under said loan agreement(s).
- 22           16.       Any and all internal communications prior to the execution of the CLA regarding
   
23 Defendants and/or the CLA.
- 24           17.       Any and all facts you considered prior to the execution of the CLA, including but not
   
25 limited to:
  - 26           a.       Any efforts to conduct due diligence on the Defendants prior to the execution of the
   
27 CLA;
  - 28           b.       Any efforts to research and/or to conduct due diligence on the EB-5 industry;

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- 1 c. Any contact and/or efforts you made to contact other regional centers prior to or after  
2 the signing of the Engagement Letter;
- 3 d. Any efforts to contact and/or conduct due diligence with regard to Empyrean West,  
4 Liberty West, Dave Keller and/or Jay Carter.
- 5 e. Your retention of any attorneys or third-parties related to the execution of the CLA.
- 6 18. Any and all plans for the Project, including but not limited to:
- 7 a. Your involvement and/or knowledge of plans submitted to USCIS;
- 8 b. Any alternations to plans for the Project; and
- 9 c. Any submissions of plans for approval or approval of plans.
- 10 19. Any and all communications with Defendants regarding the parties' performance  
11 under the CLA.
- 12 20. Any and all communications with Defendants regarding the parties' performance  
13 under the February 2013 engagement letter.
- 14 21. Any and all communications with Defendants regarding their efforts to solicit EB-5,  
15 and potential EB-5 investors for the Project.
- 16 22. Any and all efforts You made to solicit potential investors for the Project.
- 17 23. Your involvement in drafting and providing information to be provided to potential  
18 investors for the Project, including but not limited to, the PPM, the Project Pro Forma, and other  
19 offering documents.
- 20 24. Any and all communications and/or meetings You had with potential investors for the  
21 Project.
- 22 25. Any and all efforts You made to identify and retain third parties to help market the  
23 Project to potential investors.
- 24 26. Any and all communications and/or meetings You had with foreign placement  
25 consultants, including but not limited to Dr. Shah, Endeavor Shanghai (Kyle Scott), and Sinowel.
- 26 27. Any and all efforts You made to finance the Project prior to the CLA.
- 27 28. Any and all efforts You made following the execution of the CLA to finance the  
28 Project.

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- 1           29. Any and all communications following execution of the CLA and leading up to filing  
2 of the Notice of Default.
- 3           30. Any and all communications regarding the Notice of Default.
- 4           31. All work completed on the Project.
- 5           32. All expenditures on the Project.
- 6           33. Any and all amendments to the CLA.
- 7           34. Any and all communications regarding amendments to the CLA.
- 8           35. Your obligations to obtain Senior Debt under the CLA, including but not limited to:
- 9           a. The reason for the Senior Debt requirement;
- 10           b. Your contractual obligations to obtain Senior Debt;
- 11           c. Any and all efforts You made to obtain Senior Debt; and
- 12           d. Any and all communications with Defendants and/or any third parties regarding Your  
13 obligations to obtain Senior Debt.
- 14           36. Your Executive Summary dated March 12, 2012.
- 15           37. Any and all communications and/or efforts to contract with other regional centers after  
16 the execution of the Engagement Letter.
- 17           38. Your record keeping policies.
- 18           39. The destruction of any documents related to the Complaint, Answer, Counterclaim,  
19 or Answer to Counterclaim, including but not limited to, documents destroyed through a Santa Rosa  
20 Wildfire.
- 21           40. Your involvement and/or knowledge of any attempts to hack into Dziubla and  
22 Stanwood's bank and retirement accounts.
- 23           41. Your involvement and/or knowledge of any phishing emails sent to Defendants,  
24 including but not limited to, a Wells Fargo phishing email.
- 25           42. Your involvement and/or knowledge of any attempts to hack into Dziubla's email  
26 account.
- 27           43. Your involvement and/or knowledge of any criminal complaints filed or initiated  
28 against Dziubla and/or Fleming.

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- 1           44. Any and all communications with the Morales Parties, including but not limited to:
- 2           a. The CLA;
- 3           b. Your obligations under the CLA;
- 4           c. Your obligations to obtain Senior Debt;
- 5           d. Your efforts to fund the Project;
- 6           e. Defendants;
- 7           f. The potential for the Morales Parties to loan You money for the Project;
- 8           g. Negotiations and/or execution of the Morales Line of Credit;
- 9           h. The terms of the Morales Line of Credit;
- 10          i. The parties’ anticipated performance and/or use of the Morales Line of Credit.
- 11          45. Identification of each and every person working on Your behalf that was involved in
- 12 the negotiation, execution, and/or performance under the Morales Line of Credit.
- 13          46. Any and all facts and/or documents You received from the Morales Parties prior to
- 14 the execution of the Morales Line of Credit.
- 15          47. Your utilization of the Morales Line of Credit.
- 16          48. Your communications with the experts You disclosed in this litigation including, but
- 17 not limited to, DeBono Holmes, Evans, Winters, and Kirkendall.
- 18          49. Your obligations under Section 5.10 of the CLA regarding EB-5 documentation,
- 19 including but not limited to:
- 20          a. Your compliance with Section 5.10 of the CLA;
- 21          b. All documents You provided to Defendants in compliance with Section 5.10 of the
- 22 CLA;
- 23          c. Your preparation of GAP financial records.
- 24          50. All facts and/or documents supporting Your contention that the Holoceck loan was a
- 25 “bridge loan” that You obtained in contemplation of receiving EB-5 financing and as permitted under
- 26 USCIS regulations.

27 ///

28 ///

**JONES LOVELOCK**  
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1 Oral examination will continue from day to day until completed. You are invited to attend  
2 and participate.

3 DATED this 1<sup>st</sup> day of April 2022.

4 **JONES LOVELOCK**

5 /s/ Andrea M. Champion, Esq.  
6 Nicole E. Lovelock, Esq.  
7 Nevada State Bar No. 11187  
8 Sue Trazig Cavaco, Esq.  
9 Nevada State Bar No. 6150  
10 Andrea M. Champion, Esq.  
11 Nevada State Bar No. 13461  
12 6600 Amelia Earhart Court, Suite C  
13 Las Vegas, Nevada 89119

14 *Attorneys for Las Vegas Development  
15 Fund, LLC, EB5 Impact Capital Regional  
16 Center, LLC, EB5 Impact Advisors, LLC*

17 **CERTIFICATE OF SERVICE**

18 I HEREBY CERTIFY that on the 1<sup>st</sup> day of April 2022, I caused the foregoing **NINETH**  
19 **AMENDED NOTICE OF DEPOSITION OF FRONT SIGHT MANAGEMENT, LLC** to be  
20 electronically served by and through the Court’s electronic filing system to the attention of the email  
21 addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not  
22 included on the Electronic Mail Notice List, to the following parties:

23 **ALDRICH LAW FIRM, LTD.**  
24 John P. Aldrich, Esq.  
25 Catherine Hernandez, Esq.  
26 Jamie S. Hendrickson, Esq.  
27 7866 West Sahara Avenue  
28 Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

29 /s/ Julie Linton  
30 An Employee of JONES LOVELOCK

# EXHIBIT “82”

# EXHIBIT “82”

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

1 **DEPO**  
Nicole E. Lovelock, Esq.  
2 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
3 Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
4 Nevada State Bar No. 13461  
**JONES LOVELOCK**  
5 6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119  
6 Tel: (702) 805-8450  
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7 nlovelock@joneslovelock.com  
scavaco@joneslovelock.com  
8 achampion@joneslovelock.com

9 Kenneth E. Hogan, Esq.  
Nevada State Bar No. 10083  
10 **HOGAN HULET PLLC**  
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11 Las Vegas, Nevada 89129  
Tel: (702) 800-5482  
12 Fax: (702) 508-9554  
ken@h2legal.com

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*

16  
17  
18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**FIFTH AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST I**

25  
26 **AND ALL RELATED CLAIMS.**

27 ///

28 ///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: VNV DYNASTY TRUST I  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **28th day of April 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at **Collins Realtime**  
9 **Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas 75201**, Las Vegas Development  
10 Fund, LLC will take the video and stenographic deposition of the TRUSTEE(S) of the VNV  
11 DYNASTY TRUST I (the "Trust").

12 **ZOOM Information:**

13 <https://aacrlv.zoom.us/j/92710796430>  
14 **Meeting ID: 927 1079 6430**  
15 **Passcode: 122962**  
16 **Telephone Participants Dial: (669) 900-6833 enter**  
17 **Meeting ID: 927 1079 6430##**

18 The deposition will be upon oral examination pursuant to Rules 26 and 30 of the Nevada  
19 Rules of Civil Procedure, before a Notary Public or before some other officer authorized by law to  
20 administer oaths. The deposition shall be recorded by either sound, sound-and-visual, and/or  
21 stenographic means.

22 Oral examination will continue from day to day until completed. You are invited to attend  
23 and participate.

24 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
25 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
26 facts and other information known or reasonably available relating to the topics set forth below.

27 **DEFINITIONS**

- 28 1. "VNV I" or "You" means VNV Dynasty Trust I.  
2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon  
Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC,  
collectively.  
3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.



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- 1           4.       “Dziubla” means Robert Dziubla.
- 2           5.       “Fleming” means Jon Fleming.
- 3           6.       “Stanwood” means Linda Stanwood.
- 4           7.       “EB5IA” means EB5 Impact Advisors, LLC.
- 5           8.       “EB5IC” means EB5 Impact Capital Regional Center, LLC.
- 6           9.       “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,
- 7           2020.
- 8           10.      “Answer to Counterclaim” means Your Answer to Counterclaim, filed on October 14,
- 9           2020.
- 10          11.      “VNV II” means VNV Dynasty Trust II.
- 11          12.      “Front Sight” means Front Sight Management, LLC.
- 12          13.      “Mr. Piazza” means Ignatius A. Piazza II.
- 13          14.      “Mrs. Piazza” means Jennifer Piazza.
- 14          15.      “Morales Parties” means Morales Construction, Inc., All American Concrete &
- 15          Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 16          16.      “Morales Construction” means Morales Construction, Inc.
- 17          17.      “All American” means All American Concrete & Masonry Inc.
- 18          18.      “Top Rank” means Top Rank Builders Inc.
- 19          19.      “Morales” means Efrain Rene Morales-Moreno.
- 20          20.      “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,
- 21          executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 22          21.      “Meacher” means Michael Gene Meacher.
- 23          22.      “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 24          23.      “CLA” means the Construction Loan Agreement dated October 6, 2016, between
- 25          Front Sight and LVDF.
- 26          24.      “Project” means the construction of the Front Sight Resort & Vacation Club and an
- 27          expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in
- 28          a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.

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1 25. Unless otherwise specified, each of the topics is limited to the time frame of August  
2 2012 to the present.

3 26. "Communication" and/or "Communications" is used in the broadest sense and  
4 includes, but is not limited to, any oral or written transmittal of information or request for information  
5 made from one person to another, whether made in person, by telephone or by any other means, or a  
6 document made for the purpose of recording a communication, idea, statement, opinion or belief.

7 27. "Relating to," "Related to," "Relates to," "Relates," "Reflects," "Refers," "Referring  
8 to," "In relating to," and "Referred to" means pertaining, concerning, regarding, depicting,  
9 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
10 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

11 28. The term "and" includes the term "or," and the term "or" includes the term "and."

12 29. When the context so requires, references to the masculine gender include the feminine  
13 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
14 singular references include the plural, and plural references include the singular.

15 **TOPICS FOR NRCP 30(b)(6) DEPOSITION**

16 1. Your document retention policies.  
17 2. Your responses to written discovery.  
18 3. All attempts You made to collect and produce relevant and responsive documents in  
19 this litigation.

20 4. Any and all money You received from Front Sight from October 6, 2016 to the  
21 present.

22 5. Any and all non-monetary assets You received from Front Sight from October 6, 2016  
23 to the present.

24 6. Any and all money You transferred out of the VNV I from October 6, 2012 to the  
25 present.

26 7. Any and all non-monetary assets You transferred out of the VNV I from October 6,  
27 2012 to the present.

28 8. Your beneficiaries.

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Las Vegas, Nevada 89119

- 1           9.       Your trustees.
- 2           10.       Your assets.
- 3           11.       Your relationship to Front Sight, Mr. Piazza and/or Mrs. Piazza.
- 4           12.       Your tax returns from 2016 to 2020.
- 5           13.       Any and all loan agreement(s) You have with Front Sight, Mr. Piazza and/or Mrs.
- 6           Piazza from 2016 to the present, including but not limited to:
  - 7               a.    The term of said loan agreement(s);
  - 8               b.    Any and all documents related to said loan agreement(s); and
  - 9               c.    Any and all payments made under said loan agreement(s).
- 10          14.       Your knowledge and/or involvement in Front Sight.
- 11          15.       Your knowledge and/or involvement in the CLA.
- 12          16.       Your Answer to Counterclaim, including but not limited to:
  - 13               a.    Your denial of the Counterclaim; and
  - 14               b.    Your affirmative defenses.

DATED this 1<sup>st</sup> day of April 2022.

**JONES LOVELOCK**

          /s/ Andrea M. Champion, Esq.  
 Nicole E. Lovelock, Esq.  
 Nevada State Bar No. 11187  
 Sue Trazig Cavaco, Esq.  
 Nevada State Bar No. 6150  
 Andrea M. Champion, Esq.  
 Nevada State Bar No. 13461  
 6600 Amelia Earhart Court, Suite C  
 Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
Fund, LLC, EB5 Impact Capital Regional  
Center, LLC, EB5 Impact Advisors, LLC*

24   ///

25   ///

26   ///

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28

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 1<sup>st</sup> day of April 2022, I caused the foregoing **FIFTH** **AMENDED NOTICE OF DEPOSITION OF VNV DYNASTY TRUST I** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

/s/ Julie Linton  
An Employee of JONES LOVELOCK

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# EXHIBIT “83”

# EXHIBIT “83”

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

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**DEPO**  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
Nevada State Bar No. 6150  
Andrea M. Champion, Esq.  
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Kenneth E. Hogan, Esq.  
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Fax: (702) 508-9554  
ken@h2legal.com

*Attorneys for Las Vegas Development  
Fund, LLC, 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.  
  
AND ALL RELATED CLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**FIFTH AMENDED NOTICE OF  
DEPOSITION OF THE TRUSTEE(S) OF  
THE VNV DYNASTY TRUST II**

///  
///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 TO: VNV DYNASTY TRUST II  
2 C/O: ALDRICH LAW FIRM, LTD  
3 John P. Aldrich, Esq.  
4 7866 West Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 jaldrich@johnaldrichlawfirm.com

7 PLEASE TAKE NOTICE that on the **16<sup>th</sup> day of May 2022, at 11:00 o'clock a.m. CST**  
8 **(9:00 a.m. PST)**, via ZOOM conferencing, with Deponent(s) appearing at with Deponent(s)  
9 appearing at **Collins Realtime Reporting, 325 N. Saint Paul Street, Suite 2575, Dallas, Texas**  
10 **75201**, Las Vegas Development Fund, LLC will take the video and stenographic deposition of the  
11 TRUSTEE(S) of VNV DYNASTY TRUST II (the "Trust").

12 **ZOOM Information:**

13 **<https://aacrlv.zoom.us/j/93912259529>**  
14 **Meeting ID: 939 1225 9529**  
15 **Passcode: 967475**  
16 **Telephone Participants Dial: (669) 900-6833**  
17 **Meeting ID: 939 1225 9529##**

18 The deposition will be upon oral examination pursuant to Rules 26 and 30 before a Notary  
19 Public or before some other officer authorized by law to administer oaths. The deposition shall be  
20 recorded by either sound, sound-and-visual, and/or stenographic means.

21 Oral examination will continue from day to day until completed. You are invited to attend  
22 and participate.

23 Pursuant to NRCP 30(b)(6), Front Sight Management, LLC shall designate one or more  
24 officers, directors, managing agents, or other persons who consent to testify on its behalf as to all  
25 facts and other information known or reasonably available relating to the topics set forth below.

26 **DEFINITIONS**

- 27 1. "VNV II" or "You" means VNV Dynasty Trust II.  
28 2. "Defendants" mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC, collectively.  
3. "LVDF" or "Lender" means Las Vegas Development Fund, LLC.

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

- 1           4.       “Dziubla” means Robert Dziubla.
- 2           5.       “Fleming” means Jon Fleming.
- 3           6.       “Stanwood” means Linda Stanwood.
- 4           7.       “EB5IA” means EB5 Impact Advisors, LLC.
- 5           8.       “EB5IC” means EB5 Impact Capital Regional Center, LLC.
- 6           9.       “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4,
- 7           2020.
- 8           10.      “Answer to Counterclaim” means Your Answer to Counterclaim, filed on October 14,
- 9           2020.
- 10          11.      “VNV I” means VNV Dynasty Trust I.
- 11          12.      “Front Sight” means Front Sight Management, LLC.
- 12          13.      “Mr. Piazza” means Ignatius A. Piazza II.
- 13          14.      “Mrs. Piazza” means Jennifer Piazza.
- 14          15.      “Morales Parties” means Morales Construction, Inc., All American Concrete &
- 15          Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.
- 16          16.      “Morales Construction” means Morales Construction, Inc.
- 17          17.      “All American” means All American Concrete & Masonry Inc.
- 18          18.      “Top Rank” means Top Rank Builders Inc.
- 19          19.      “Morales” means Efrain Rene Morales-Moreno.
- 20          20.      “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit,
- 21          executed by Front Sight and the Morales Parties on or around October 31, 2017.
- 22          21.      “Meacher” means Michael Gene Meacher.
- 23          22.      “Engagement Letter” means the February 13, 2012 Engagement Letter.
- 24          23.      “CLA” means the Construction Loan Agreement dated October 6, 2016, between
- 25          Front Sight and LVDF.
- 26          24.      “Project” means the construction of the Front Sight Resort & Vacation Club and an
- 27          expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in
- 28          a 550 acre site in Pahrump, Nevada, and as more specifically defined in the CLA.



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1           25. Unless otherwise specified, each of the topics is limited to the time frame of August  
2 2012 to the present.

3           26. “Communication” and/or “Communications” is used in the broadest sense and  
4 includes, but is not limited to, any oral or written transmittal of information or request for information  
5 made from one person to another, whether made in person, by telephone or by any other means, or a  
6 document made for the purpose of recording a communication, idea, statement, opinion or belief.

7           27. “Relating to,” “Related to,” “Relates to,” “Relates,” “Reflects,” “Refers,” “Referring  
8 to,” “In relating to,” and “Referred to” means pertaining, concerning, regarding, depicting,  
9 memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating,  
10 describing, discussing, refuting, or contradicting in any way, directly or indirectly.

11           28. The term “and” includes the term “or,” and the term “or” includes the term “and.”

12           29. When the context so requires, references to the masculine gender include the feminine  
13 and neuter, and references to the feminine gender includes the masculine and neuter. Similarly,  
14 singular references include the plural, and plural references include the singular.

**TOPICS FOR NRCP 30(b)(6) DEPOSITION**

15  
16           1. Your document retention policies.  
17           2. Your responses to written discovery.  
18           3. All attempts You made to collect and produce relevant and responsive documents in  
19 this litigation.

20           4. Any and all money You received from Front Sight from October 6, 2016 to the  
21 present.

22           5. Any and all non-monetary assets You received from Front Sight from October 6, 2016  
23 to the present.

24           6. Any and all money You transferred out of the VNV II from October 6, 2012 to the  
25 present.

26           7. Any and all non-monetary assets You transferred out of the VNV II from October 6,  
27 2012 to the present.

28           8. Your beneficiaries.

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- 1           9.       Your trustees.
- 2           10.       Your assets.
- 3           11.       Your relationship to Front Sight, Mr. Piazza and/or Mrs. Piazza.
- 4           12.       Your tax returns from 2016 to 2020.
- 5           13.       Any and all loan agreement(s) You have with Front Sight, Mr. Piazza and/or Mrs.
- 6           Piazza from 2016 to the present, including but not limited to:
  - 7               a.    The term of said loan agreement(s);
  - 8               b.    Any and all documents related to said loan agreement(s); and
  - 9               c.    Any and all payments made under said loan agreement(s).
- 10          14.       Your knowledge and/or involvement in Front Sight.
- 11          15.       Your knowledge and/or involvement in the CLA.
- 12          16.       Your Answer to Counterclaim, including but not limited to:
  - 13               a.    Your denial of the Counterclaim; and
  - 14               b.    Your affirmative defenses.

DATED this 6<sup>th</sup> day of April 2022.

**JONES LOVELOCK**

          /s/ Andrea M. Champion, Esq.  
 Nicole E. Lovelock, Esq.  
 Nevada State Bar No. 11187  
 Sue Trazig Cavaco, Esq.  
 Nevada State Bar No. 6150  
 Andrea M. Champion, Esq.  
 Nevada State Bar No. 13461  
 6600 Amelia Earhart Court, Suite C  
 Las Vegas, Nevada 89119

*Attorneys for Las Vegas Development  
 Fund, LLC, EB5 Impact Capital Regional  
 Center, LLC, EB5 Impact Advisors, LLC*

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 6<sup>th</sup> day of April 2022, I caused the foregoing **FIFTH AMENDED NOTICE OF DEPOSITION OF VNV DYNASTY TRUST II** to be electronically served by and through the Court’s electronic filing system to the attention of 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:

ALDRICH LAW FIRM, LTD.  
John P. Aldrich, Esq.  
Catherine Hernandez, Esq.  
Jamie S. Hendrickson, Esq.  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
Attorneys for Plaintiff/Counterdefendants

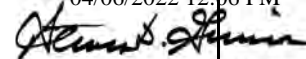
/s/ Julie Linton  
An Employee of JONES LOVELOCK

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

EXHIBIT “84”

EXHIBIT “84”

Electronically Filed  
04/06/2022 12:06 PM



CLERK OF THE COURT

1 **SAO**  
Andrea M. Champion, Esq.  
2 Nevada State Bar No. 13461  
Nicole E. Lovelock, Esq.  
3 Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
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12 Fax: (702) 508-9554  
ken@h2legal.com

13 *Attorneys for Las Vegas Development*  
14 *Fund, LLC, EB5 Impact Capital Regional*  
*Center, LLC, EB5 Impact Advisors, LLC,*  
15 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

16 **EIGHTH JUDICIAL 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 \_\_\_\_\_

24 AND ALL RELATED COUNTERCLAIMS.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**STIPULATION AND ORDER  
EXTENDING DISCOVERY AND  
CONTINUING TRIAL**

1 Plaintiff/Counterdefendants Front Sight Management, LLC (“Plaintiff” or “Front Sight”),  
2 Ignatius Piazza, Jennifer Piazza, VNV Dynasty Trust I, Dynasty Trust II, Michael Meacher,  
3 Efrain Rene Morales, Morales Construction, Inc., All American Concrete and Masonry, Inc., and  
4 Top Rank Builders, Inc. (collectively, “Counterdefendants”), by and through their attorneys of  
5 record, John P. Aldrich, Esq., and Catherine Hernandez, Esq., of the Aldrich Law Firm, Ltd., and  
6 Defendants/Counterclaimant Las Vegas Development Fund, LLC (“LVD Fund”), EB5 Impact  
7 Capital Regional Center LLC, EB5 Impact Advisors LLC, Robert W. Dziubla, Jon Fleming, and  
8 Linda Stanwood (collectively, the “Lender Parties”) by and through their attorneys of record,  
9 Andrea M. Champion, Esq., Nicole E. Lovelock, Esq., and Sue T. Cavaco, Esq., of Jones  
10 Lovelock, hereby stipulate and agree to extend the discovery deadlines and trial pursuant to  
11 EDCR 2.35. This extension is not sought for the purposes of delay.

12 In compliance with EDCR 2.35(b), the parties advise the Court of the following:

13 **Discovery Completed to Date:**

14 1. Plaintiff has served the following NRCP 16.1 Early Case Conference List of  
15 Witnesses and Documents:

- 16 a. Initial Disclosures served on June 25, 2019;
- 17 b. First Supplement to Initial Disclosures served on July 18, 2019;
- 18 c. Second Supplement to Initial Disclosures served on July 29, 2019;
- 19 d. Third Supplement to Initial Disclosures served on August 7, 2019;
- 20 e. Fourth Supplement to Initial Disclosures served on October 22, 2019;
- 21 f. Fifth Supplement to Initial Disclosures served on February 7, 2020;
- 22 g. Sixth Supplement to Initial Disclosures served on March 27, 2020;
- 23 h. Seventh Supplement to Initial Disclosures served on April 3, 2020;

- 1 i. Eighth Supplement to Initial Disclosures served on April 7, 2020;
- 2 j. Ninth Supplement to Initial Disclosures served on May 12, 2020;
- 3 k. Tenth Supplement to Initial Disclosures served on May 18, 2020;
- 4 l. Eleventh Supplement to Initial Disclosures served on June 19, 2020;
- 5 m. Twelfth Supplement to Initial Disclosures served on June 19, 2020;
- 6 n. Thirteenth Supplement to Initial Disclosures served on July 13, 2020;
- 7 o. Fourteenth Supplement to Initial Disclosures served on July 14, 2020;
- 8 p. Fifteenth Supplement to Initial Disclosures served on July 21, 2020;
- 9 q. Sixteenth Supplement to Initial Disclosures served on August 25, 2020;
- 10 r. Seventeenth Supplement to Initial Disclosures served on August 25, 2020;
- 11 s. Eighteenth Supplement to Initial Disclosures served on October 28, 2020;
- 12 t. Nineteenth Supplement to Initial Disclosures served on November 2, 2020;
- 13 u. Twentieth Supplement to Initial Disclosures served on November 4, 2020;
- 14 v. Twenty-First Supplement to Initial Disclosures served on December 8, 2020;
- 15 w. Twenty-Second Supplement to Initial Disclosures served on December 16,
- 16 2020;
- 17 x. Twenty-Third Supplement to Initial Disclosures served on January 28, 2021;
- 18 y. Twenty-Fourth Supplement to Initial Disclosures served on January 29, 2021;
- 19 z. Twenty-Fifth Supplement to Initial Disclosures served on August 27, 2021;
- 20 and
- 21 aa. Twenty-Sixth Supplement to Initial Disclosures served on September 21,
- 22 2021.
- 23 bb. Twenty-Eight Supplement to Initial Disclosures served on February 4, 2022.
- 24

1 cc. Twenty-Eighth Supplement to Initial Disclosures served on February 4, 2022.

2 dd. Twenty-Ninth Supplement to Initial Disclosures served February 7, 2022.

3 ee. Thirtieth Supplement to Initial Disclosures served March 18, 2022.

4 ff. Thirty-First Supplement to Initial Disclosure served March 21, 2022.

5 2. To date, Plaintiff has produced over 24,000 pages of documents.

6 3. The Lender Parties have served the following NRCP 16.1 Disclosures:

7 a. Initial Disclosures served on July 9, 2019;

8 b. First Supplement to Initial Discovery served on August 19, 2019;

9 c. Third Supplement to Initial Disclosures served on January 10, 2020;

10 d. Fourth Supplement to Initial Disclosure served on February 4, 2020;

11 e. Fifth Supplement to Initial Disclosures served on May 13, 2020;

12 f. Sixth Supplement to Initial Disclosures served on May 18, 2020;

13 g. Seventh Supplement to Initial Disclosures served on July 30, 2020;

14 h. Eighth Supplement to Initial Disclosures served on August 6, 2020;

15 i. Ninth Supplement to Initial Disclosures served on September 21, 2020;

16 j. Tenth Supplement to Initial Disclosures served on October 16, 2020;

17 k. Eleventh Supplement to Initial Disclosures served on December 4, 2020;

18 l. Twelfth Supplement to Initial Disclosures served on January 8, 2021;

19 m. Thirteenth Supplement to Initial Disclosures served on January 22, 2021; and

20 n. Fourteenth Supplement to Initial Disclosures served on January 6, 2022.

21 o. Fifteenth Supplement to Initial Disclosures served on January 26, 2022.

22 p. Sixteenth Supplement to Initial Disclosures served on February 11, 2022.

23 q. Seventeenth Supplement to Initial Disclosures served February 18, 2022.

24



- 1 4. To date, the Lender Parties have produced over 31,000 pages of documents.
- 2 5. The parties have also engaged in extensive written discovery. The parties have  
3 propounded several sets of interrogatories and requests for production of documents  
4 to the opposing parties. As the Court is aware, there have been multiple discovery  
5 disputes, resulting in motions to compel on both sides of the case; however, the parties  
6 continue to work to resolve their discovery disputes. The parties reserve all rights with  
7 regard to discovery issues.
- 8 6. The parties have taken the following depositions:
  - 9 a. Deposition of Jay Carter taken on February 12, 2020;
  - 10 b. Deposition of David Keller taken on February 12, 2020;
  - 11 c. Deposition of Person Most Knowledgeable of Empyrean West, LLC taken on  
12 February 12, 2020;
  - 13 d. Depositions of Rene Morales, Custodian of Record for Morales Construction,  
14 Inc., All American Concrete and Masonry, Inc., and Top Rank Builders, Inc.  
15 taken on March 16, 2020 and August 19, 2021;
  - 16 e. Deposition of Robert Dziubla as NRCP 30(b)(6) Representative of Defendant  
17 EB5 Impact Advisors LLC taken on May 10, 2011;
  - 18 f. Deposition of Robert Dziubla as NRCP 30(b)(6) Representative of Defendant  
19 EB5 Impact Capital Regional Center LLC taken on May 11, 2011;
  - 20 g. Deposition of Robert Dziubla as NRCP 30(b)(6) Representative of Defendant  
21 Las Vegas Development Fund commenced on May 20, 2021 and a  
22 continuation of that deposition on October 13, 2021;
  - 23 h. Deposition of third-party Kyle Scott taken on August 27, 2021;
  - 24

- 1 i. Deposition of Defendants' Expert Witness David Hirson taken on October 7,  
2 2021;
- 3 j. Deposition of Defendant Jon Fleming on October 12, 2021;
- 4 k. Deposition of Perry Dealy, LVDF's Director of Development, on October 25,  
5 2021;
- 6 l. Deposition of Ethan Devine on October 25, 2021;
- 7 m. Deposition of Defendants' Expert Witness Paul Zimmer taken on October 28,  
8 2021; and
- 9 n. Deposition of Defendants' Expert Witness Jeff Porter taken on November 4,  
10 2021.

11 7. The parties have issued several subpoena to third parties. Those subpoenas have been  
12 the subject of several different motions to quash subpoenas, some of which the Court  
13 has granted, and some of which the Court denied..

14 8. Plaintiff/Counterdefendants have served the following Designations of Expert  
15 Witnesses:

- 16 a. Designation of Expert Witnesses served on October 24, 2019;
- 17 b. First Supplement to Designation of Expert Witnesses served on April 3, 2020;
- 18 c. Second Supplement to Designation of Expert Witnesses served on May 27,  
19 2021; and
- 20 d. Third Supplement to Designation of Expert Witnesses served on June 28,  
21 2021.

22 9. The Lender Parties have served the following Designations of Expert Witnesses:

- 23 a. Initial Designation of Expert Witnesses served on April 3, 2020;

24

- b. Disclosure of Expert Witness Jeffrey D. Porter served on May 27, 2021; and
- c. Disclosure of Expert Rebuttal Witnesses served on August 30, 2021.

10. Las Vegas Development Fund, LLC served its Supplement to Initial Expert Designations removing certain experts on October 26, 2021.

**Remaining Discovery to be Completed:**

The parties believe that the following discovery remains to be completed:

- 1. Depositions of the parties and witnesses identified by the parties;
- 2. Additional written discovery, and resolution of the parties' pending discovery disputes;
- 3. Expert depositions; and
- 4. Other discovery as necessary.

**Reasons Why Remaining Discovery Not Completed:**

The parties recently engaged in settlement discussions and reached a tentative monetary settlement pending resolution of a number of EB-5 issues. In light of the tentative settlement, the Lender Parties agreed to continue the depositions of Jennifer Piazza, Ignatius Piazza, and the 30(b)(6) depositions Front Sight, and the VNV Dynasty Trusts that were previously scheduled to commence March 14, 2022 to April 4, 2022. However, the parties were ultimately unable to reach a final settlement. The Borrower Parties then informed the Lender Parties that they were not available for their scheduled depositions and would not be made available until after April 12, 2022 (the current discovery deadline).

///

///

1 Accordingly, the parties need to extend discovery so that the Lender Parties may complete  
 2 the depositions previously noticed within the discovery period (and before the parties reached a  
 3 tentative settlement). Specifically, Lender Parties will take the following depositions on the  
 4 following dates which Lender Parties have informed Plaintiff/Counterdefendants are **firm**  
 5 **settings**: Jennifer Piazza (April 25, 2022), Ignatius Piazza (April 26, 2022), 30(b)(6) of Front  
 6 Sight (April 27, 2022), 30(b)(6) of the VNV Dynasty Trust I (April 28, 2022), and 30(b)(6) of  
 7 VNV Dynasty Trust II (May 11, 2022).<sup>1</sup>

8 In addition, the parties are working to find agreeable deposition dates for each of Front  
 9 Sight’s experts and Michael Meacher as those depositions were also continued to facilitate  
 10 settlement discussion. The parties anticipate being able to complete those depositions within  
 11 sixty (60) days.

12 **Proposed Schedule for Completing Remaining Discovery:**

13 The parties request and stipulate that the Court continue the deadlines in this case by sixty  
 14 (60) days as follows:

<b><u>Event Deadline</u></b>	<b><u>Current Date</u></b>	<b><u>Proposed Date</u></b>
Last day to complete discovery	April 12, 2022	<b>June 12, 2022</b>
Last day to file dispositive motions and motions in	Motions: April 29, 2022 Oppositions: May 13, 2022	<b>Motions: July 13, 2022<sup>2</sup></b> <b>Oppositions: July 27, 2022</b>

21 \_\_\_\_\_  
 22 <sup>1</sup> Lender Parties have informed the Borrower Parties that these depositions will not be continued or moved  
 23 again absent a Court order.

24 <sup>2</sup> The parties have agreed to continue dispositive motions by seventy-five (75) days given a scheduling  
 conflict with counsel for the Lender Parties.

1 2	limine (and briefing schedule)	Replies: Seven (7) calendar days before the hearing(s)	<b>Replies: Seven (7) calendar days before the hearing(s)</b>
--------	-----------------------------------	---	---

**Current Trial Date:**

The parties’ proposed extension of discovery deadlines by sixty (60) days will impact the current trial stack of July 27, 2022. Therefore, the parties stipulate and agree, that in order to allow them the time needed to complete dispositive motions and motions in limine, that trial in this matter be continued to the Court’s first available jury-trial stack after any dispositive motions and motions in limine may be heard (as stated above).

This Stipulation is made in good faith and not for purposes of delay.

Dated this 5<sup>th</sup> day of April, 2022.

Dated this 5<sup>th</sup> day of April, 2022.

**JONES LOVELOCK**

**ALDRICH LAW FIRM, LTD.**

ss://Andrea M. Champion  
Nicole Lovelock  
Nevada Bar No. 11187  
Sue T. Cavaco  
Nevada State Bar No. 6150  
Andrea M. Champion  
Nevada State Bar No. 13461  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Tel: (702) 853-5490  
*Attorneys for Plaintiff*

ss:// John P. Aldrich, Esq.  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Tel: (702) 853-5490  
*Attorneys for Plaintiff*

**ORDER**

Upon the foregoing stipulation of the parties,

**IT IS HEREBY ORDERED** that the deadlines be continued as follows:

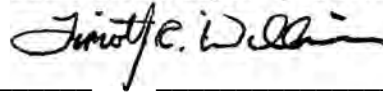
<b>Event Deadline:</b>	<b>New Deadline:</b>
Last day to complete discovery	<b>June 12, 2022</b> June 13, 2022

<p>1 Last day to file dispositive motions and  2 motions in limine (and briefing schedule)</p>	<p><b>Motions: July 13, 2022</b></p> <p><b>Oppositions: July 27, 2022</b></p> <p><b>Replies: Seven (7) calendar days before  the hearing(s)</b></p>
--	---

6 **IT IS FURTHER ORDERED** that the current trial date of July 27, 2022 is vacated and  
Ent'd/lb7 that trial is hereby rescheduled to October 10, 2022 at 9:30 a.m. The Pre-Trial/Calendar  
8 Call is hereby rescheduled to September 27, 2022 at 10:30 a.m. The Status Check  
9 regarding trial readiness is hereby rescheduled to August 10, 2022 at 9:00 a.m. The  
10 Pre-Trial Memorandum is due October 6, 2022. The deadline to file motions  
in limine is August 22, 2022.

11 **IT IS SO ORDERED.**

12 Dated this 6th day of April, 2022

13 

14 LB

15 D9A CC5 CC19 137B  
16 Timothy C. Williams  
17 District Court Judge

**From:** [John Aldrich](#)  
**To:** [Andrea Champion](#); [Traci Bixenmann](#)  
**Cc:** [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Julie Linton](#); [Lorie Januskevicius](#)  
**Subject:** RE: FSM v. LVDF - SAO to Continue Discovery  
**Date:** Tuesday, April 5, 2022 9:42:22 AM  
**Attachments:** [image001.png](#)

---

Andi,

You may affix my e-signature to the stipulation and submit to the Court.

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:** Tuesday, April 5, 2022 8:56 AM  
**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 - SAO to Continue Discovery

John,

I accepted all of your changes and the updated stipulation is attached. Please respond with your approval to affix your e-signature.

And we will notice the VNV Dynasty II deposition for May 11<sup>th</sup>. I expect you will received that amended deposition notice later today.

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 Stipulation and Order to Extend Discovery Deadlines was served via  
15 the court's electronic eFile system to all recipients registered for e-Service on the above  
16 entitled case as listed below:

17 Service Date: 4/6/2022

18	Traci Bixenmann	traci@johnaldrichlawfirm.com
19	Nicole Lovelock	nlovelock@joneslovelock.com
20	Kathryn Holbert	kholbert@farmercase.com
21	Lorie Januskevicius	ljanuskevicius@joneslovelock.com
22	Keith Greer	keith.greer@greerlaw.biz
23	Dianne Lyman	dianne.lyman@greerlaw.biz
24	John Aldrich	jaldrich@johnaldrichlawfirm.com
25	Mona Gantos	mona.gantos@greerlaw.biz
26	Stephen Davis	sdavis@joneslovelock.com
27	Kenneth Hogan	ken@h2legal.com



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Jeffrey Hulet	jeff@h2legal.com
Julie Linton	jlinton@joneslovelock.com
Georlen Spangler	jspangler@joneslovelock.com
Andrea Champion	achampion@joneslovelock.com

# EXHIBIT “85”

# EXHIBIT “85”

**From:** [Andrea Champion](#)  
**To:** [John Aldrich](#); [Traci Bixenmann](#)  
**Cc:** [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Lorie Januskevicius](#)  
**Subject:** RE: FSM v. LVDF  
**Date:** Friday, April 22, 2022 10:30:00 AM  
**Attachments:** [image001.png](#)

---

Thanks for the quick response and confirmation, John.

If only the status check is set at 9:00 a.m., given our agreement that the Motion should be heard as soon as possible in the morning, I do intend to ask the Court to hear the MSJ when we are called.

**Andrea M. Champion, Esq.**



6600 Amelia Earhart Ct., Suite C  
Las Vegas, NV 89119

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F (702) 805-8451

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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Friday, April 22, 2022 10:29 AM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.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)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** RE: FSM v. LVDF

Hello Andi,

I have no objection to appearing remotely for the status check and MSJ hearing. I believe the change of hearing only referenced the status check, and not the MSJ, but I certainly will not object if you want to ask the Court to hear the MSJ when we handle the status check.

John P. Aldrich, Esq.  
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Las Vegas, Nevada 89117

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---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Sent:** Friday, April 22, 2022 10:16 AM

**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)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** FSM v. LVDF

John,

We received the notice of change of hearing, putting our hearing on for 9:00 a.m. on Monday. Given that Jennifer Piazza's deposition is scheduled for 10:30 a.m., we expect the parties will appear for the hearing by zoom in order to make the 10:30 deposition start time. Please confirm.

Thanks,

Andi

**Andrea M. Champion, Esq.**



6600 Amelia Earhart Ct., Suite C  
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# EXHIBIT “86”

# EXHIBIT “86”

**From:** [Andrea Champion](#)  
**To:** [John Aldrich](#)  
**Cc:** [Traci Bixenmann](#); [Cathy Hernandez](#); [Julie Linton](#); [Nicole Lovelock](#); [Sue Trazig Cavaco](#)  
**Subject:** RE: Deposition of Jennifer Piazza  
**Date:** Monday, April 25, 2022 10:37:00 AM  
**Attachments:** [image001.png](#)

---

John,

I did take the non-appearance of Mrs. Piazza on the record this morning and this email was attached as an exhibit.

**Andrea M. Champion, Esq.**



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Las Vegas, NV 89119

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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Monday, April 25, 2022 10:29 AM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Cathy Hernandez <[chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)>; Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>

**Subject:** Deposition of Jennifer Piazza

Andi,

I have just been informed that Jennifer Piazza is not able to attend the deposition that is scheduled for today. Consequently, I also will not appear. I understand that you intend to place a notice of non-appearance on the record.

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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# EXHIBIT “87”

# EXHIBIT “87”

**From:** [Andrea Champion](#)  
**To:** [John Aldrich](#)  
**Cc:** [Traci Bixenmann](#); [Cathy Hernandez](#); [Julie Linton](#); [Nicole Lovelock](#); [Sue Trazig Cavaco](#)  
**Subject:** RE: Deposition of Ignatius Piazza  
**Date:** Tuesday, April 26, 2022 9:37:00 AM  
**Attachments:** [image001.png](#)

---

John,

I did take a non-appearance and this email was marked as an exhibit.

**Andrea M. Champion, Esq.**



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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Tuesday, April 26, 2022 8:55 AM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Cathy Hernandez <[chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)>; Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>

**Subject:** Deposition of Ignatius Piazza

Andi,

I have been informed that Ignatius Piazza is not able to attend the deposition that is scheduled for today. Consequently, I also will not appear. I understand that you intend to place a notice of non-appearance on the record.

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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# EXHIBIT “88”

# EXHIBIT “88”

**From:** [Andrea Champion](#)  
**To:** [John Aldrich](#)  
**Cc:** [Traci Bixenmann](#); [Cathy Hernandez](#); [Nicole Lovelock](#); [Julie Linton](#)  
**Subject:** RE: Deposition today  
**Date:** Wednesday, April 27, 2022 9:12:25 AM  
**Attachments:** [image001.png](#)

---

John,

We took the non-appearance of Front Sight this morning and your email was marked as an Exhibit to the transcript.

**Andrea M. Champion, Esq.**



6600 Amelia Earhart Ct., Suite C  
Las Vegas, NV 89119

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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Wednesday, April 27, 2022 8:56 AM  
**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Cathy Hernandez <[chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>  
**Subject:** Deposition today

Andi,

I have been informed that Ignatius Piazza, as the PMK of Front Sight, is not able to attend the deposition that is scheduled for today. Consequently, I also will not appear. I understand that you intend to place a notice of non-appearance on the record.

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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EXHIBIT “89”

EXHIBIT “89”

**From:** [Andrea Champion](#)  
**To:** [John Aldrich](#)  
**Cc:** [Traci Bixenmann](#); [Cathy Hernandez](#); [Nicole Lovelock](#); [Julie Linton](#); [Lorie Januskevicius](#)  
**Subject:** RE: Deposition today  
**Date:** Thursday, April 28, 2022 9:19:00 AM  
**Attachments:** [image001.png](#)

---

John,

I did take the non-appearance of the VNV Dynasty Trust I and your email was marked as an exhibit.

**Andrea M. Champion, Esq.**



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Las Vegas, NV 89119

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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Thursday, April 28, 2022 8:50 AM  
**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Cathy Hernandez <[chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>  
**Subject:** Deposition today

Andi,

I have been informed that Ignatius Piazza, as the PMK of VNV Dynasty Trust I, is not able to attend the deposition that is scheduled for today. Consequently, I also will not appear. I understand that you intend to place a notice of non-appearance on the record.

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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# EXHIBIT “90”

# EXHIBIT “90”

Jennifer Piazza ~ April 25, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

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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  
)  
)

**CERTIFIED  
COPY**

AND ALL RELATED CLAIMS.  
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15 SCHEDULED REMOTE VIDEOCONFERENCE AND VIDEOTAPED  
16 DEPOSITION OF JENNIFER PIAZZA  
17 Taken on Monday, April 25, 2022  
18 At 10:31 a.m. (PDT)  
19 12:31 p.m. (CDT)  
20 Taken at Collins Realtime Reporting  
21 325 N. Saint Paul St., Suite 2575  
22 Dallas, Texas

23  
24 NEVADA FIRM NO: 028F  
25 Reported By: Gale Salerno, RMR, RVR-MS, CCR No. 542

Jennifer Piazza ~ April 25, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

1 APPEARANCES:

2 For the Defendants:

3 ANDREA M. CHAMPION, ESQ.  
 (PRESENT VIA VIDEOCONFERENCE)  
 4 Jones Lovelock  
 6600 Amelia Earhart Court, Suite C  
 5 Las Vegas, Nevada 89119  
 (702) 805-8450  
 6 achampion@joneslovelock.com

7

8 Also Present:

9 MR. BRIAN PRIMAVERA, Legal Videographer

10 MS. JOCELYN GALVAN, Zoom Host  
 (PRESENT VIA VIDEOCONFERENCE)  
 11 All-American Court Reporters

12 MR. ROBERT W. DZIUBLA, Defendant  
 (PRESENT VIA VIDEOCONFERENCE)

13

14 EXHIBITS

15	Piazza		Marked
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16	Exhibit 1	11th Amended Notice of Deposition	3
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17	Exhibit 2	E-Mail From Mr. Aldrich dated April 22, 2022	4
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18	Exhibit 3	E-Mail From Mr. Aldrich dated April 25, 2022	5
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Jennifer Piazza ~ April 25, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

Page 3

1 SCHEDULED REMOTE VIDEOCONFERENCE AND VIDEOTAPED  
2 DEPOSITION OF JENNIFER PIAZZA  
3 April 25, 2022

4 10:31 a.m. (PDT) / 12:31 p.m. (CDT)  
5 - - -

6 MS. CHAMPION: The time 10:31 a.m. It is  
7 April 25th, 2022. I am -- I'm going to mark as  
8 Exhibit 1 the deposition of Jennifer Piazza. Bear  
9 with me.

10 Okay. I'm sending through the Chat the  
11 11th Amended Deposition Notice of Jennifer Piazza,  
12 which was scheduled -- Jennifer Piazza's deposition  
13 notice this morning at 10:30 a.m. That will be  
14 marked as Exhibit 1.

15 (Exhibit 1 was marked for  
16 identification.)

17 MS. CHAMPION: I am sending through the  
18 Chat to be marked as Exhibit 2 an e-mail  
19 correspondence that I had with John Aldrich, who  
20 represents Jennifer Piazza, on Friday, April 22nd,  
21 2022, wherein we agreed that this morning's hearing  
22 would be moved from 9:30 to 9:00 a.m. in order to  
23 accommodate the 10:30 a.m. start time. And  
24 Mr. Aldrich did not respond to my e-mail to inform me  
25 that Mrs. Piazza was unavailable for her deposition.

Jennifer Piazza ~ April 25, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

Page 4

1           For the record, the parties appeared before  
2 the Court this morning at 9:00 a.m. Mr. Aldrich was  
3 present on behalf of Mrs. Piazza and his other  
4 clients. He did not inform the Court or myself  
5 during that hearing that Mrs. Piazza was unavailable.

6           Mr. Aldrich did not file a motion for  
7 protective order on Mrs. Piazza's behalf for today's  
8 deposition.

9           Mrs. Piazza did file a renewed motion for  
10 summary judgment; however, that motion is not being  
11 heard until May 25th, 2022.

12           I had a conversation with Mr. Aldrich on  
13 Friday wherein Mr. Aldrich informed me that upon  
14 learning that his client's motion for summary  
15 judgment would not be heard until May 25th, 2022, his  
16 client was disappointed by finding that out because  
17 she had hoped that that would be heard this morning  
18 before her deposition so that she could not appear  
19 for today's deposition.

20           In light of the fact that that motion has  
21 not been granted or heard, there is no order allowing  
22 Mrs. Piazza to not appear for today's deposition.

23                   (Exhibit 2 was marked for  
24 identification.)

25           MS. CHAMPION: I am sending through the

Jennifer Piazza ~ April 25, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

Page 5

1 Chat as Deposition Exhibit 3 an e-mail that I  
2 received from Mr. Aldrich this morning at 10:29 a.m.  
3 informing me that Mrs. Piazza will not be attending  
4 her deposition today, and that he, likewise, will not  
5 be appearing, and that he understands that I intend  
6 to place a notice of nonappearance on the record.

7 At this point we are four minutes past the  
8 time for Mrs. Piazza's deposition. Understanding,  
9 based on Mr. Aldrich's representation that she does  
10 not appear, we are taking now the nonappearance of  
11 Mrs. Piazza.

12 (Exhibit 3 was marked for  
13 identification.)

14 MS. CHAMPION: And that concludes our  
15 transcript for today.

16 (The scheduled remote videoconference and  
17 videotaped deposition was concluded at  
18 10:36 a.m. (PDT) / 12:36 p.m. (CDT)

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Jennifer Piazza ~ April 25, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

1 REPORTER'S CERTIFICATION

2

3 I, GALE SALERNO, a certified court  
4 reporter within and for the State of Nevada, do  
5 hereby certify that I reported in shorthand the  
6 proceedings in the above-entitled matter at the time  
7 and place indicated, and that thereafter said  
8 shorthand notes were transcribed into typewriting at  
9 and under my direction, and the foregoing transcript  
10 constitutes a full, true, and accurate record of the  
11 proceedings.

12 IN WITNESS WHEREOF, I have hereunto  
13 set my hand this 25th day of April, 2022.

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GALE SALERNO, RMR, RVR-MS, CCR No. 542

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Jennifer Piazza ~ April 25, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

Page 1

<p style="text-align: center;"><b>A</b></p> <p><b>A-18-781084-B</b> 1:7  <b>a.m</b> 1:18 3:4,6,13  3:22,23 4:2 5:2  5:18  <b>above-entitled</b> 6:6  <b>accommodate</b> 3:23  <b>accurate</b> 6:10  <b>achampion@jon...</b>  2:6  <b>agreed</b> 3:21  <b>al</b> 1:11  <b>Aldrich</b> 2:17,19  3:19,24 4:2,6,12  4:13 5:2  <b>Aldrich's</b> 5:9  <b>All-American</b> 2:11  <b>allowing</b> 4:21  <b>Amelia</b> 2:4  <b>Amended</b> 2:16  3:11  <b>ANDREA</b> 2:3  <b>appear</b> 4:18,22  5:10  <b>APPEARANCES</b>  2:1  <b>appeared</b> 4:1  <b>appearing</b> 5:5  <b>April</b> 1:17 2:18,19  3:3,7,20 6:13  <b>attending</b> 5:3</p> <hr/> <p style="text-align: center;"><b>B</b></p> <p><b>based</b> 5:9  <b>Bear</b> 3:8  <b>behalf</b> 4:3,7  <b>BRIAN</b> 2:9</p> <hr/> <p style="text-align: center;"><b>C</b></p> <p><b>C</b> 2:4  <b>Case</b> 1:7  <b>CCR</b> 1:25 6:16  <b>CDT</b> 1:19 3:4 5:18</p>	<p><b>CERTIFICATI...</b>  6:1  <b>certified</b> 6:3  <b>certify</b> 6:5  <b>CHAMPION</b> 2:3  3:6,17 4:25 5:14  <b>Chat</b> 3:10,18 5:1  <b>CLAIMS</b> 1:13  <b>CLARK</b> 1:2  <b>client</b> 4:16  <b>client's</b> 4:14  <b>clients</b> 4:4  <b>Collins</b> 1:20  <b>Company</b> 1:7,11  <b>concluded</b> 5:17  <b>concludes</b> 5:14  <b>constitutes</b> 6:10  <b>conversation</b> 4:12  <b>correspondence</b>  3:19  <b>COUNTY</b> 1:2  <b>court</b> 1:1 2:4,11  4:2,4 6:3</p> <hr/> <p style="text-align: center;"><b>D</b></p> <p><b>Dallas</b> 1:22  <b>dated</b> 2:18,19  <b>day</b> 6:13  <b>Defendant</b> 2:12  <b>Defendants</b> 1:12  2:2  <b>deposition</b> 1:16  2:16 3:2,8,11,12  3:25 4:8,18,19,22  5:1,4,8,17  <b>Dept</b> 1:8  <b>DEVELOPMENT</b>  1:10  <b>direction</b> 6:9  <b>disappointed</b> 4:16  <b>DISTRICT</b> 1:1  <b>DZIUBLA</b> 2:12</p>	<p style="text-align: center;"><b>E</b></p> <p><b>e-mail</b> 2:17,19 3:18  3:24 5:1  <b>Earhart</b> 2:4  <b>ESQ</b> 2:3  <b>et</b> 1:11  <b>Exhibit</b> 2:16,17,19  3:8,14,15,18 4:23  5:1,12  <b>EXHIBITS</b> 2:14</p> <hr/> <p style="text-align: center;"><b>F</b></p> <p><b>fact</b> 4:20  <b>file</b> 4:6,9  <b>finding</b> 4:16  <b>FIRM</b> 1:24  <b>foregoing</b> 6:9  <b>four</b> 5:7  <b>Friday</b> 3:20 4:13  <b>FRONT</b> 1:6  <b>full</b> 6:10  <b>FUND</b> 1:10</p> <hr/> <p style="text-align: center;"><b>G</b></p> <p><b>Gale</b> 1:25 6:3,16  <b>GALVAN</b> 2:10  <b>going</b> 3:7  <b>granted</b> 4:21</p> <hr/> <p style="text-align: center;"><b>H</b></p> <p><b>hand</b> 6:13  <b>heard</b> 4:11,15,17  4:21  <b>hearing</b> 3:21 4:5  <b>hereunto</b> 6:12  <b>hoped</b> 4:17  <b>Host</b> 2:10</p> <hr/> <p style="text-align: center;"><b>I</b></p> <p><b>identification</b> 3:16  4:24 5:13  <b>indicated</b> 6:7  <b>inform</b> 3:24 4:4</p>	<p><b>informed</b> 4:13  <b>informing</b> 5:3  <b>intend</b> 5:5</p> <hr/> <p style="text-align: center;"><b>J</b></p> <p><b>Jennifer</b> 1:16 3:2,8  3:11,12,20  <b>JOCELYN</b> 2:10  <b>John</b> 3:19  <b>Jones</b> 2:4  <b>judgment</b> 4:10,15</p> <hr/> <p style="text-align: center;"><b>K</b></p> <hr/> <p style="text-align: center;"><b>L</b></p> <p><b>Las</b> 1:10 2:5  <b>learning</b> 4:14  <b>Legal</b> 2:9  <b>Liability</b> 1:6,11  <b>light</b> 4:20  <b>likewise</b> 5:4  <b>Limited</b> 1:6,10  <b>LLC</b> 1:6,10  <b>Lovelock</b> 2:4</p> <hr/> <p style="text-align: center;"><b>M</b></p> <p><b>M</b> 2:3  <b>MANAGEMENT</b>  1:6  <b>mark</b> 3:7  <b>marked</b> 2:15 3:14  3:15,18 4:23 5:12  <b>matter</b> 6:6  <b>minutes</b> 5:7  <b>Monday</b> 1:17  <b>morning</b> 3:13 4:2  4:17 5:2  <b>morning's</b> 3:21  <b>motion</b> 4:6,9,10,14  4:20  <b>moved</b> 3:22</p> <hr/> <p style="text-align: center;"><b>N</b></p> <p><b>N</b> 1:21</p>	<p><b>Nevada</b> 1:2,6,10,24  2:5 6:4  <b>nonappearance</b>  5:6,10  <b>notes</b> 6:8  <b>notice</b> 2:16 3:11,13  5:6</p> <hr/> <p style="text-align: center;"><b>O</b></p> <p><b>Okay</b> 3:10  <b>order</b> 3:22 4:7,21</p> <hr/> <p style="text-align: center;"><b>P</b></p> <p><b>p.m</b> 1:19 3:4 5:18  <b>parties</b> 4:1  <b>Paul</b> 1:21  <b>PDT</b> 1:18 3:4 5:18  <b>Piazza</b> 1:16 2:15  3:2,8,11,20,25  4:3,5,9,22 5:3,11  <b>Piazza's</b> 3:12 4:7  5:8  <b>place</b> 5:6 6:7  <b>Plaintiff</b> 1:8  <b>point</b> 5:7  <b>present</b> 2:3,8,10,12  4:3  <b>PRIMAVERA</b> 2:9  <b>proceedings</b> 6:6,11  <b>protective</b> 4:7</p> <hr/> <p style="text-align: center;"><b>Q</b></p> <hr/> <p style="text-align: center;"><b>R</b></p> <p><b>Realtime</b> 1:20  <b>received</b> 5:2  <b>record</b> 4:1 5:6 6:10  <b>RELATED</b> 1:13  <b>remote</b> 1:15 3:1  5:16  <b>renewed</b> 4:9  <b>reported</b> 1:25 6:5  <b>reporter</b> 6:4  <b>REPORTER'S</b> 6:1</p>
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Jennifer Piazza ~ April 25, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

<b>Reporters</b> 2:11	<b>V</b>	<b>2575</b> 1:21	
<b>Reporting</b> 1:20	<b>Vegas</b> 1:10 2:5	<b>25th</b> 3:7 4:11,15	
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<b>respond</b> 3:24	3:1 5:16	<b>3</b>	
<b>RMR</b> 1:25 6:16	<b>Videographer</b> 2:9	<b>3</b> 2:16,19 5:1,12	
<b>ROBERT</b> 2:12	<b>videotaped</b> 1:15	<b>325</b> 1:21	
<b>RVR-MS</b> 1:25	3:1 5:17		
6:16	<b>vs</b> 1:9	<b>4</b>	
<b>S</b>	<b>W</b>	<b>4</b> 2:17	
<b>Saint</b> 1:21	<b>W</b> 2:12	<b>5</b>	
<b>Salerno</b> 1:25 6:3	<b>WHEREOF</b> 6:12	<b>5</b> 2:19	
6:16	<b>WITNESS</b> 6:12	<b>542</b> 1:25 6:16	
<b>scheduled</b> 1:15 3:1	<b>X</b>	<b>6</b>	
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4:25	<b>Zoom</b> 2:10	<b>702</b> 2:5	
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<b>shorthand</b> 6:5,8	<b>028F</b> 1:24	<b>805-8450</b> 2:5	
<b>SIGHT</b> 1:6	<b>1</b>	<b>89119</b> 2:5	
<b>St</b> 1:21	1 2:16 3:8,14,15	<b>9</b>	
<b>start</b> 3:23	<b>10:29</b> 5:2	<b>9:00</b> 3:22 4:2	
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<b>T</b>	<b>11th</b> 2:16 3:11		
<b>Taken</b> 1:17,20	<b>12:31</b> 1:19 3:4		
<b>Texas</b> 1:22	<b>12:36</b> 5:18		
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<b>today</b> 5:4,15	<b>2</b>		
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<b>typewriting</b> 6:8	<b>22</b> 2:18		
<b>U</b>	<b>22nd</b> 3:20		
<b>unavailable</b> 3:25	<b>25</b> 1:17 2:19 3:3		
4:5			
<b>Understanding</b> 5:8			
<b>understands</b> 5:5			

EXHIBIT “91”

EXHIBIT “91”

Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

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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  
)  
)

**CERTIFIED  
COPY**

\_\_\_\_\_)  
AND ALL RELATED CLAIMS. )  
\_\_\_\_\_)

15 SCHEDULED REMOTE VIDEOCONFERENCE AND VIDEOTAPED  
16 DEPOSITION OF IGNATIUS PIAZZA  
17 Taken on Tuesday, April 26, 2022  
18 At 9:01 a.m. (PDT)  
19 11:01 a.m. (CDT)  
20 Taken at Collins Realtime Reporting  
21 325 N. Saint Paul St., Suite 2575  
22 Dallas, Texas

24 NEVADA FIRM NO: 028F  
25 Reported By: Gale Salerno, RMR, RVR-MS, CCR No. 542

Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

Page 2

1 APPEARANCES:

2 For the Defendants:

3 ANDREA M. CHAMPION, ESQ.  
4 (PRESENT VIA VIDEOCONFERENCE)  
5 Jones Lovelock  
6 6600 Amelia Earhart Court, Suite C  
7 Las Vegas, Nevada 89119  
8 (702) 805-8450  
9 achampion@joneslovelock.com

10 Also Present:

11 MR. MITCHELL HARRIS, Legal Videographer

12 MS. JOCELYN GALVAN, Zoom Host  
13 (PRESENT VIA VIDEOCONFERENCE)  
14 All-American Court Reporters

15 MR. ROBERT W. DZIUBLA, Defendant  
16 (PRESENT VIA VIDEOCONFERENCE)

17 EXHIBITS

18	Piazza		Marked
19	Exhibit 1	10th Amended Notice of Deposition of Ignatius Piazza	3
20	Exhibit 2	E-Mail From Mr. Aldrich, dated April 26, 2022	4

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Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

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1 SCHEDULED REMOTE VIDEOCONFERENCE AND VIDEOTAPED  
2 DEPOSITION OF IGNATIUS PIAZZA  
3 April 26, 2022

4 9:01 a.m. (PDT) / 11:01 a.m. (CDT)

5 - - -

6 MS. CHAMPION: The time is 9:01 on  
7 April 26th, 2022. We are here this morning for the  
8 deposition of Ignatius Piazza.

9 I am going to send through the Chat and  
10 mark as Exhibit 1 to this deposition the 11th  
11 amended deposition notice -- I apologize, I sent the  
12 wrong document. Bear with me.

13 Okay. I have sent through the Chat and  
14 will be marking as Exhibit 1 the 10th Amended  
15 Deposition Notice of Ignatius Piazza which sets  
16 Mr. Piazza's deposition for this morning at  
17 11:00 o'clock Central Time, which is 9:00 a.m.  
18 Pacific Time.

19 (Exhibit 1 was marked for  
20 identification.)

21 MS. CHAMPION: Before this morning, I have  
22 never received any correspondence from John Aldrich,  
23 who represents Mr. Piazza, that Mr. Piazza was  
24 unavailable for his deposition.

25 I have repeatedly told Mr. Aldrich that the

Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

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1 depositions set for this week, including the  
2 deposition of Mr. Piazza, are firm settings and would  
3 not be vacated or continued absent a court order.

4 Mr. Piazza did not file a motion for  
5 protective order or any other motion with the Court  
6 in regards to today's deposition.

7 I am sending through the Chat -- hold on,  
8 bear with me.

9 Okay, I am sending through the Chat, which  
10 I will mark as Exhibit 2, an e-mail I received from  
11 Mr. Aldrich at 8:55 a.m. informing me that Mr. Piazza  
12 will not be attending his deposition today and that,  
13 accordingly, Mr. Aldrich will also not appear.

14 (Exhibit 2 was marked for  
15 identification.)

16 MS. CHAMPION: Mr. Aldrich acknowledges in  
17 his e-mail that he understands that I intend to place  
18 a notice of nonappearance on the record.

19 At this time, I am going to note  
20 Mr. Piazza's nonappearance or his failure to appear  
21 for his duly noticed deposition.

22 And this concludes our transcript for this  
23 morning.

24 (The scheduled remote videoconference and videotaped  
25 deposition was concluded at 9:04 a.m. (PDT) / 11:04 a.m. (CDT))

Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

1 REPORTER'S CERTIFICATION

2

3 I, GALE SALERNO, a certified court  
4 reporter within and for the State of Nevada, do  
5 hereby certify that I reported in shorthand the  
6 proceedings in the above-entitled matter at the time  
7 and place indicated, and that thereafter said  
8 shorthand notes were transcribed into typewriting at  
9 and under my direction, and the foregoing transcript  
10 constitutes a full, true, and accurate record of the  
11 proceedings.

12 IN WITNESS WHEREOF, I have hereunto  
13 set my hand this 26th day of April, 2022.

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GALE SALERNO, RMR, RVR-MS, CCR No. 542

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## Ignatius Piazza ~ April 26, 2022

\* \* \* Scheduled Remote Videoconference and Videotaped Deposition \* \* \*

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<p style="text-align: center;"><b>A</b></p> <p><b>A-18-781084-B</b> 1:7  <b>a.m</b> 1:18,19 3:4,4  3:17 4:11,25,25  <b>above-entitled</b> 5:6  <b>absent</b> 4:3  <b>accurate</b> 5:10  <b>achampion@jon...</b>  2:6  <b>acknowledges</b> 4:16  <b>al</b> 1:11  <b>Aldrich</b> 2:17 3:22  3:25 4:11,13,16  <b>All-American</b> 2:11  <b>Amelia</b> 2:4  <b>amended</b> 2:16 3:11  3:14  <b>ANDREA</b> 2:3  <b>apologize</b> 3:11  <b>appear</b> 4:13,20  <b>APPEARANCES</b>  2:1  <b>April</b> 1:17 2:18 3:3  3:7 5:13  <b>attending</b> 4:12</p> <hr/> <p style="text-align: center;"><b>B</b></p> <p><b>bear</b> 3:12 4:8</p> <hr/> <p style="text-align: center;"><b>C</b></p> <p><b>C</b> 2:4  <b>Case</b> 1:7  <b>CCR</b> 1:25 5:16  <b>CDT</b> 1:19 3:4 4:25  <b>Central</b> 3:17  <b>CERTIFICATI...</b>  5:1  <b>certified</b> 5:3  <b>certify</b> 5:5  <b>CHAMPION</b> 2:3  3:6,21 4:16  <b>Chat</b> 3:9,13 4:7,9  <b>CLAIMS</b> 1:13</p>	<p><b>CLARK</b> 1:2  <b>Collins</b> 1:20  <b>Company</b> 1:7,11  <b>concluded</b> 4:25  <b>concludes</b> 4:22  <b>constitutes</b> 5:10  <b>continued</b> 4:3  <b>correspondence</b>  3:22  <b>COUNTY</b> 1:2  <b>court</b> 1:1 2:4,11  4:3,5 5:3</p> <hr/> <p style="text-align: center;"><b>D</b></p> <p><b>Dallas</b> 1:22  <b>dated</b> 2:18  <b>day</b> 5:13  <b>Defendant</b> 2:12  <b>Defendants</b> 1:12  2:2  <b>deposition</b> 1:16  2:16 3:2,8,10,11  3:15,16,24 4:2,6  4:12,21,25  <b>depositions</b> 4:1  <b>Dept</b> 1:8  <b>DEVELOPMENT</b>  1:10  <b>direction</b> 5:9  <b>DISTRICT</b> 1:1  <b>document</b> 3:12  <b>duly</b> 4:21  <b>DZIUBLA</b> 2:12</p> <hr/> <p style="text-align: center;"><b>E</b></p> <p><b>e-mail</b> 2:17 4:10,17  <b>Earhart</b> 2:4  <b>ESQ</b> 2:3  <b>et</b> 1:11  <b>Exhibit</b> 2:16,17  3:10,14,19 4:10  4:14  <b>EXHIBITS</b> 2:14</p>	<p style="text-align: center;"><b>F</b></p> <p><b>failure</b> 4:20  <b>file</b> 4:4  <b>firm</b> 1:24 4:2  <b>foregoing</b> 5:9  <b>FRONT</b> 1:6  <b>full</b> 5:10  <b>FUND</b> 1:10</p> <hr/> <p style="text-align: center;"><b>G</b></p> <p><b>Gale</b> 1:25 5:3,16  <b>GALVAN</b> 2:10  <b>going</b> 3:9 4:19</p> <hr/> <p style="text-align: center;"><b>H</b></p> <p><b>hand</b> 5:13  <b>HARRIS</b> 2:9  <b>hereunto</b> 5:12  <b>hold</b> 4:7  <b>Host</b> 2:10</p> <hr/> <p style="text-align: center;"><b>I</b></p> <p><b>identification</b> 3:20  4:15  <b>Ignatius</b> 1:16 2:16  3:2,8,15  <b>including</b> 4:1  <b>indicated</b> 5:7  <b>informing</b> 4:11  <b>intend</b> 4:17</p> <hr/> <p style="text-align: center;"><b>J</b></p> <p><b>JOCELYN</b> 2:10  <b>John</b> 3:22  <b>Jones</b> 2:4</p> <hr/> <p style="text-align: center;"><b>K</b></p> <hr/> <p style="text-align: center;"><b>L</b></p> <p><b>Las</b> 1:10 2:5  <b>Legal</b> 2:9  <b>Liability</b> 1:6,11  <b>Limited</b> 1:6,10  <b>LLC</b> 1:6,10</p>	<p><b>Lovelock</b> 2:4</p> <hr/> <p style="text-align: center;"><b>M</b></p> <p><b>M</b> 2:3  <b>MANAGEMENT</b>  1:6  <b>mark</b> 3:10 4:10  <b>marked</b> 2:15 3:19  4:14  <b>marking</b> 3:14  <b>matter</b> 5:6  <b>MITCHELL</b> 2:9  <b>morning</b> 3:7,16,21  4:23  <b>motion</b> 4:4,5</p> <hr/> <p style="text-align: center;"><b>N</b></p> <p><b>N</b> 1:21  <b>Nevada</b> 1:2,6,10,24  2:5 5:4  <b>never</b> 3:22  <b>nonappearance</b>  4:18,20  <b>note</b> 4:19  <b>notes</b> 5:8  <b>notice</b> 2:16 3:11,15  4:18  <b>noticed</b> 4:21</p> <hr/> <p style="text-align: center;"><b>O</b></p> <p><b>o'clock</b> 3:17  <b>Okay</b> 3:13 4:9  <b>order</b> 4:3,5</p> <hr/> <p style="text-align: center;"><b>P</b></p> <p><b>Pacific</b> 3:18  <b>Paul</b> 1:21  <b>PDT</b> 1:18 3:4 4:25  <b>Piazza</b> 1:16 2:15  2:16 3:2,8,15,23  3:23 4:2,4,11  <b>Piazza's</b> 3:16 4:20  <b>place</b> 4:17 5:7  <b>Plaintiff</b> 1:8</p>	<p><b>Present</b> 2:3,8,10,12  <b>proceedings</b> 5:6,11  <b>protective</b> 4:5</p> <hr/> <p style="text-align: center;"><b>Q</b></p> <hr/> <p style="text-align: center;"><b>R</b></p> <p><b>Realtime</b> 1:20  <b>received</b> 3:22 4:10  <b>record</b> 4:18 5:10  <b>regards</b> 4:6  <b>RELATED</b> 1:13  <b>remote</b> 1:15 3:1  4:24  <b>repeatedly</b> 3:25  <b>reported</b> 1:25 5:5  <b>reporter</b> 5:4  <b>REPORTER'S</b> 5:1  <b>Reporters</b> 2:11  <b>Reporting</b> 1:20  <b>represents</b> 3:23  <b>RMR</b> 1:25 5:16  <b>ROBERT</b> 2:12  <b>RVR-MS</b> 1:25  5:16</p> <hr/> <p style="text-align: center;"><b>S</b></p> <p><b>Saint</b> 1:21  <b>Salerno</b> 1:25 5:3  5:16  <b>scheduled</b> 1:15 3:1  4:24  <b>send</b> 3:9  <b>sending</b> 4:7,9  <b>sent</b> 3:11,13  <b>set</b> 4:1 5:13  <b>sets</b> 3:15  <b>settings</b> 4:2  <b>shorthand</b> 5:5,8  <b>SIGHT</b> 1:6  <b>St</b> 1:21  <b>State</b> 5:4  <b>Suite</b> 1:21 2:4</p>
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Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

<b>T</b>	<b>028F 1:24</b>		
<b>Taken 1:17,20</b>	<b>1</b>		
<b>Texas 1:22</b>	<b>1 2:16 3:10,14,19</b>		
<b>time 3:6,17,18 4:19</b>	<b>10th 2:16 3:14</b>		
<b>5:6</b>	<b>11:00 3:17</b>		
<b>today 4:12</b>	<b>11:01 1:19 3:4</b>		
<b>today's 4:6</b>	<b>11:04 4:25</b>		
<b>told 3:25</b>	<b>11th 3:10</b>		
<b>transcribed 5:8</b>	<b>16 1:8</b>		
<b>transcript 4:22 5:9</b>	<b>2</b>		
<b>true 5:10</b>	<b>2 2:17 4:10,14</b>		
<b>Tuesday 1:17</b>	<b>2022 1:17 2:18 3:3</b>		
<b>typewriting 5:8</b>	<b>3:7 5:13</b>		
<b>U</b>	<b>2575 1:21</b>		
<b>unavailable 3:24</b>	<b>26 1:17 2:18 3:3</b>		
<b>understands 4:17</b>	<b>26th 3:7 5:13</b>		
<b>V</b>	<b>3</b>		
<b>vacated 4:3</b>	<b>3 2:16</b>		
<b>Vegas 1:10 2:5</b>	<b>325 1:21</b>		
<b>videoconference</b>	<b>4</b>		
<b>1:15 2:3,10,12</b>	<b>4 2:17</b>		
<b>3:1 4:24</b>	<b>5</b>		
<b>Videographer 2:9</b>	<b>542 1:25 5:16</b>		
<b>videotaped 1:15</b>	<b>6</b>		
<b>3:1 4:24</b>	<b>6600 2:4</b>		
<b>vs 1:9</b>	<b>7</b>		
<b>W</b>	<b>702 2:5</b>		
<b>W 2:12</b>	<b>8</b>		
<b>week 4:1</b>	<b>8:55 4:11</b>		
<b>WHEREOF 5:12</b>	<b>805-8450 2:5</b>		
<b>WITNESS 5:12</b>	<b>89119 2:5</b>		
<b>wrong 3:12</b>	<b>9</b>		
<b>X</b>	<b>9:00 3:17</b>		
<b>Y</b>	<b>9:01 1:18 3:4,6</b>		
<b>Z</b>	<b>9:04 4:25</b>		
<b>Zoom 2:10</b>			
<b>0</b>			

# EXHIBIT “92”

# EXHIBIT “92”

Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

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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 CLAIMS. )  
\_\_\_\_\_ )

) Case No. A-18-781084-B  
) Dept. No. 16  
)  
)

**CERTIFIED  
COPY**

SCHEDULED REMOTE VIDEOCONFERENCE AND VIDEOTAPED

DEPOSITION OF IGNATIUS PIAZZA

Taken on Tuesday, April 26, 2022

At 9:01 a.m. (PDT)

11:01 a.m. (CDT)

Taken at Collins Realtime Reporting

325 N. Saint Paul St., Suite 2575

Dallas, Texas

NEVADA FIRM NO: 028F

Reported By: Gale Salerno, RMR, RVR-MS, CCR No. 542

Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

Page 2

1 APPEARANCES:

2 For the Defendants:

3 ANDREA M. CHAMPION, ESQ.  
4 (PRESENT VIA VIDEOCONFERENCE)  
5 Jones Lovelock  
6 6600 Amelia Earhart Court, Suite C  
7 Las Vegas, Nevada 89119  
8 (702) 805-8450  
9 achampion@joneslovelock.com

10 Also Present:

11 MR. MITCHELL HARRIS, Legal Videographer

12 MS. JOCELYN GALVAN, Zoom Host  
13 (PRESENT VIA VIDEOCONFERENCE)  
14 All-American Court Reporters

15 MR. ROBERT W. DZIUBLA, Defendant  
16 (PRESENT VIA VIDEOCONFERENCE)

17 EXHIBITS

18	Piazza		Marked
19	Exhibit 1	10th Amended Notice of Deposition of Ignatius Piazza	3
20	Exhibit 2	E-Mail From Mr. Aldrich, dated April 26, 2022	4

21  
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24  
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Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

Page 3

1 SCHEDULED REMOTE VIDEOCONFERENCE AND VIDEOTAPED  
2 DEPOSITION OF IGNATIUS PIAZZA  
3 April 26, 2022

4 9:01 a.m. (PDT) / 11:01 a.m. (CDT)

5 - - -

6 MS. CHAMPION: The time is 9:01 on  
7 April 26th, 2022. We are here this morning for the  
8 deposition of Ignatius Piazza.

9 I am going to send through the Chat and  
10 mark as Exhibit 1 to this deposition the 11th  
11 amended deposition notice -- I apologize, I sent the  
12 wrong document. Bear with me.

13 Okay. I have sent through the Chat and  
14 will be marking as Exhibit 1 the 10th Amended  
15 Deposition Notice of Ignatius Piazza which sets  
16 Mr. Piazza's deposition for this morning at  
17 11:00 o'clock Central Time, which is 9:00 a.m.  
18 Pacific Time.

19 (Exhibit 1 was marked for  
20 identification.)

21 MS. CHAMPION: Before this morning, I have  
22 never received any correspondence from John Aldrich,  
23 who represents Mr. Piazza, that Mr. Piazza was  
24 unavailable for his deposition.

25 I have repeatedly told Mr. Aldrich that the

Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

Page 4

1 depositions set for this week, including the  
2 deposition of Mr. Piazza, are firm settings and would  
3 not be vacated or continued absent a court order.

4 Mr. Piazza did not file a motion for  
5 protective order or any other motion with the Court  
6 in regards to today's deposition.

7 I am sending through the Chat -- hold on,  
8 bear with me.

9 Okay, I am sending through the Chat, which  
10 I will mark as Exhibit 2, an e-mail I received from  
11 Mr. Aldrich at 8:55 a.m. informing me that Mr. Piazza  
12 will not be attending his deposition today and that,  
13 accordingly, Mr. Aldrich will also not appear.

14 (Exhibit 2 was marked for  
15 identification.)

16 MS. CHAMPION: Mr. Aldrich acknowledges in  
17 his e-mail that he understands that I intend to place  
18 a notice of nonappearance on the record.

19 At this time, I am going to note  
20 Mr. Piazza's nonappearance or his failure to appear  
21 for his duly noticed deposition.

22 And this concludes our transcript for this  
23 morning.

24 (The scheduled remote videoconference and videotaped  
25 deposition was concluded at 9:04 a.m. (PDT) / 11:04 a.m. (CDT))

Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

1 REPORTER'S CERTIFICATION

2

3 I, GALE SALERNO, a certified court  
4 reporter within and for the State of Nevada, do  
5 hereby certify that I reported in shorthand the  
6 proceedings in the above-entitled matter at the time  
7 and place indicated, and that thereafter said  
8 shorthand notes were transcribed into typewriting at  
9 and under my direction, and the foregoing transcript  
10 constitutes a full, true, and accurate record of the  
11 proceedings.

12 IN WITNESS WHEREOF, I have hereunto  
13 set my hand this 26th day of April, 2022.

14

15



16

GALE SALERNO, RMR, RVR-MS, CCR No. 542

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## Ignatius Piazza ~ April 26, 2022

\* \* \* Scheduled Remote Videoconference and Videotaped Deposition \* \* \*

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Ignatius Piazza ~ April 26, 2022

\*\*\* Scheduled Remote Videoconference and Videotaped Deposition \*\*\*

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<b>time 3:6,17,18 4:19</b>	<b>10th 2:16 3:14</b>		
<b>5:6</b>	<b>11:00 3:17</b>		
<b>today 4:12</b>	<b>11:01 1:19 3:4</b>		
<b>today's 4:6</b>	<b>11:04 4:25</b>		
<b>told 3:25</b>	<b>11th 3:10</b>		
<b>transcribed 5:8</b>	<b>16 1:8</b>		
<b>transcript 4:22 5:9</b>	<b>2</b>		
<b>true 5:10</b>	<b>2 2:17 4:10,14</b>		
<b>Tuesday 1:17</b>	<b>2022 1:17 2:18 3:3</b>		
<b>typewriting 5:8</b>	<b>3:7 5:13</b>		
<b>U</b>	<b>2575 1:21</b>		
<b>unavailable 3:24</b>	<b>26 1:17 2:18 3:3</b>		
<b>understands 4:17</b>	<b>26th 3:7 5:13</b>		
<b>V</b>	<b>3</b>		
<b>vacated 4:3</b>	<b>3 2:16</b>		
<b>Vegas 1:10 2:5</b>	<b>325 1:21</b>		
<b>videoconference</b>	<b>4</b>		
<b>1:15 2:3,10,12</b>	<b>4 2:17</b>		
<b>3:1 4:24</b>	<b>5</b>		
<b>Videographer 2:9</b>	<b>542 1:25 5:16</b>		
<b>videotaped 1:15</b>	<b>6</b>		
<b>3:1 4:24</b>	<b>6600 2:4</b>		
<b>vs 1:9</b>	<b>7</b>		
<b>W</b>	<b>702 2:5</b>		
<b>W 2:12</b>	<b>8</b>		
<b>week 4:1</b>	<b>8:55 4:11</b>		
<b>WHEREOF 5:12</b>	<b>805-8450 2:5</b>		
<b>WITNESS 5:12</b>	<b>89119 2:5</b>		
<b>wrong 3:12</b>	<b>9</b>		
<b>X</b>	<b>9:00 3:17</b>		
<b>Y</b>	<b>9:01 1:18 3:4,6</b>		
<b>Z</b>	<b>9:04 4:25</b>		
<b>Zoom 2:10</b>			
<b>0</b>			

# EXHIBIT “93”

# EXHIBIT “93”

Ignatius Piazza ~ 30(b)(6) for The Trustee of The VNV Dynasty Trust I ~ April 28, 2022  
\* \* \* Scheduled Remote Videoconference and Videotaped Deposition \* \* \*

1 DISTRICT COURT  
2 CLARK COUNTY, NEVADA

3  
4 FRONT SIGHT MANAGEMENT, LLC, )  
a Nevada Limited Liability )  
5 Company, )  
6 Plaintiff, ) Case No. A-18-781084-B  
7 vs. ) Dept. No. 16  
8 LAS VEGAS DEVELOPMENT FUND, )  
LLC, a Nevada Limited )  
9 Liability Company, et al., )  
10 Defendants. )  
11 \_\_\_\_\_ )  
AND ALL RELATED CLAIMS. )  
12 \_\_\_\_\_ )

**CERTIFIED  
COPY**

13  
14 SCHEDULED REMOTE VIDEOCONFERENCE AND VIDEOTAPED  
15 DEPOSITION OF IGNATIUS PIAZZA  
16 30(b)(6) FOR THE TRUSTEE OF THE VNV DYNASTY TRUST I  
17 Taken on Thursday, April 28, 2022  
18 At 9:00 a.m. (PDT)  
19 11:00 a.m. (CDT)  
20 Taken at Collins Realtime Reporting  
21 325 N. Saint Paul St., Suite 2575  
22 Dallas, Texas

23  
24 NEVADA FIRM NO: 028F  
25 Reported By: Gale Salerno, RMR, RVR-MS, CCR No. 542

Ignatius Piazza ~ 30(b)(6) for The Trustee of The VNV Dynasty Trust I ~ April 28, 2022  
\* \* \* Scheduled Remote Videoconference and Videotaped Deposition \* \* \*

1 APPEARANCES:

2 For the Defendants:

3 ANDREA M. CHAMPION, ESQ.  
4 (PRESENT VIA VIDEOCONFERENCE)  
5 Jones Lovelock  
6 6600 Amelia Earhart Court, Suite C  
7 Las Vegas, Nevada 89119  
8 (702) 805-8450  
9 achampion@joneslovelock.com

10 Also Present:

11 MR. CHASE HUDDLESTON, Legal Videographer

12 MS. JOCELYN GALVAN, Zoom Host  
13 (PRESENT VIA VIDEOCONFERENCE)  
14 All-American Court Reporters

15 MR. ROBERT W. DZIUBLA, Defendant  
16 (PRESENT VIA VIDEOCONFERENCE)

17 EXHIBITS

18		Marked
19	VNV Dynasty Trust	
20	Exhibit 1	5th Amended Notice of Deposition of The Trustee of the VNV Dynasty Trust I 3
21	Exhibit 2	E-Mail From Mr. Aldrich dated April 28, 2022 4

Ignatius Piazza ~ 30(b)(6) for The Trustee of The VNV Dynasty Trust I ~ April 28, 2022  
\* \* \* Scheduled Remote Videoconference and Videotaped Deposition \* \* \*

Page 3

1 SCHEDULED REMOTE VIDEOCONFERENCE AND VIDEOTAPED  
2 DEPOSITION OF IGNATIUS PIAZZA  
3 30(b)(6) FOR THE TRUSTEE OF THE VNV DYNASTY TRUST I  
4 April 28, 2022

5 - - -

6 MS. CHAMPION: The time is 9:00 a.m. on  
7 Thursday, April 28th, 2022. We are here today for  
8 the deposition of The VNV Dynasty Trust I.

9 I am marking as Exhibit 1 to this  
10 deposition the 5th Amended Notice of Deposition of  
11 The Trustee of the VNV Dynasty Trust I, which was  
12 served on April 1st, 2022, and was duly noticed.

13 (Exhibit 1 was marked for  
14 identification.)

15 MS. CHAMPION: Prior to this morning, I  
16 never received any correspondence from any  
17 representative of the VNV Dynasty Trust or from  
18 John Aldrich, who represents the VNV Dynasty Trust,  
19 notifying me that the VNV Trust would be unavailable  
20 for their deposition this morning.

21 I made it clear to Mr. Aldrich previously  
22 that this was a firm deposition setting and would not  
23 be continued absent a court order.

24 I see there's someone on here that says VNV  
25 Dynasty Trust. Is that the Texas location?

1 THE ZOOM HOST: That's correct. That is  
2 Collins Realtime Texas location with the  
3 videographer.

4 MS. CHAMPION: Understood.

5 And so for the record there is no one that  
6 has appeared at the location that was duly noticed  
7 for the VNV Dynasty Trust to appear.

8 At 8:50 a.m. this morning, I received an  
9 e-mail from Mr. Aldrich informing me that Ignatius  
10 was slated to be the 30(b)(6) representative for the  
11 VNV Dynasty Trust I, but that he would not be  
12 attending today's deposition.

13 Accordingly, Mr. Aldrich notified me  
14 that he also would not be appearing today for the  
15 deposition that was scheduled, and that he understood  
16 I intended to place a notice of nonappearance on the  
17 record.

18 At this time I am noting for the record the  
19 failure of the VNV Dynasty Trust I to appear for this  
20 duly noticed deposition.

21 For the record, I will mark as Exhibit 2  
22 Mr. Aldrich's e-mail from 8:50 this morning.

23 (Exhibit 2 was marked for identification.)

24 (The scheduled remote videoconference and videotaped  
25 deposition was concluded at 9:03 a.m. (PDT) / 11:03 a.m. (CDT)

Ignatius Piazza ~ 30(b)(6) for The Trustee of The VNV Dynasty Trust I ~ April 28, 2022  
\* \* \* Scheduled Remote Videoconference and Videotaped Deposition \* \* \*

1 REPORTER'S CERTIFICATION

2

3 I, GALE SALERNO, a certified court  
4 reporter within and for the State of Nevada, do  
5 hereby certify that I reported in shorthand the  
6 proceedings in the above-entitled matter at the time  
7 and place indicated, and that thereafter said  
8 shorthand notes were transcribed into typewriting at  
9 and under my direction, and the foregoing transcript  
10 constitutes a full, true, and accurate record of the  
11 proceedings.

12 IN WITNESS WHEREOF, I have hereunto  
13 set my hand this 28th day of April, 2022.

14

15



16

GALE SALERNO, RMR, RVR-MS, CCR No. 542

17

18

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24

25



Ignatius Piazza ~ 30(b)(6) for The Trustee of The VNV Dynasty Trust I ~ April 28, 2022  
 \* \* \* Scheduled Remote Videoconference and Videotaped Deposition \* \* \*

Page 1

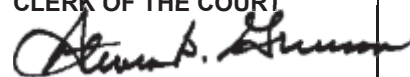
<p style="text-align: center;"><b>A</b></p> <p><b>A-18-781084-B</b> 1:5  <b>a.m</b> 1:18,19 3:6 4:8            4:25,25  <b>above-entitled</b> 5:6  <b>absent</b> 3:23  <b>accurate</b> 5:10  <b>achampion@jon...</b>            2:6  <b>al</b> 1:9  <b>Aldrich</b> 2:19 3:18            3:21 4:9,13  <b>Aldrich's</b> 4:22  <b>All-American</b> 2:11  <b>Amelia</b> 2:4  <b>Amended</b> 2:17            3:10  <b>ANDREA</b> 2:3  <b>appear</b> 4:7,19  <b>APPEARANCES</b>            2:1  <b>appeared</b> 4:6  <b>appearing</b> 4:14  <b>April</b> 1:17 2:19 3:4            3:7,12 5:13  <b>attending</b> 4:12</p> <hr/> <p style="text-align: center;"><b>B</b></p> <hr/> <p style="text-align: center;"><b>C</b></p> <p><b>C</b> 2:4  <b>Case</b> 1:5  <b>CCR</b> 1:25 5:16  <b>CDT</b> 1:19 4:25  <b>CERTIFICATI...</b>            5:1  <b>certified</b> 5:3  <b>certify</b> 5:5  <b>CHAMPION</b> 2:3            3:6,15 4:4  <b>CHASE</b> 2:9  <b>CLAIMS</b> 1:11  <b>CLARK</b> 1:2  <b>clear</b> 3:21</p>	<p><b>Collins</b> 1:20 4:2  <b>Company</b> 1:5,9  <b>concluded</b> 4:25  <b>constitutes</b> 5:10  <b>continued</b> 3:23  <b>correct</b> 4:1  <b>correspondence</b>            3:16  <b>COUNTY</b> 1:2  <b>court</b> 1:1 2:4,11            3:23 5:3</p> <hr/> <p style="text-align: center;"><b>D</b></p> <p><b>Dallas</b> 1:22  <b>dated</b> 2:19  <b>day</b> 5:13  <b>Defendant</b> 2:12  <b>Defendants</b> 1:10            2:2  <b>deposition</b> 1:15            2:17 3:2,8,10,10            3:20,22 4:12,15            4:20,25  <b>Dept</b> 1:6  <b>DEVELOPMENT</b>            1:8  <b>direction</b> 5:9  <b>DISTRICT</b> 1:1  <b>duly</b> 3:12 4:6,20  <b>Dynasty</b> 1:16 2:16            2:18 3:3,8,11,17            3:18,25 4:7,11,19  <b>DZIUBLA</b> 2:12</p> <hr/> <p style="text-align: center;"><b>E</b></p> <p><b>e-mail</b> 2:19 4:9,22  <b>Earhart</b> 2:4  <b>ESQ</b> 2:3  <b>et</b> 1:9  <b>Exhibit</b> 2:17,19 3:9            3:13 4:21,23  <b>EXHIBITS</b> 2:15</p> <hr/> <p style="text-align: center;"><b>F</b></p> <p><b>failure</b> 4:19</p>	<p><b>firm</b> 1:24 3:22  <b>foregoing</b> 5:9  <b>FRONT</b> 1:4  <b>full</b> 5:10  <b>FUND</b> 1:8</p> <hr/> <p style="text-align: center;"><b>G</b></p> <p><b>Gale</b> 1:25 5:3,16  <b>GALVAN</b> 2:10</p> <hr/> <p style="text-align: center;"><b>H</b></p> <p><b>hand</b> 5:13  <b>hereunto</b> 5:12  <b>Host</b> 2:10 4:1  <b>HUDDLESTON</b>            2:9</p> <hr/> <p style="text-align: center;"><b>I</b></p> <p><b>identification</b> 3:14            4:23  <b>Ignatius</b> 1:15 3:2            4:9  <b>indicated</b> 5:7  <b>informing</b> 4:9  <b>intended</b> 4:16</p> <hr/> <p style="text-align: center;"><b>J</b></p> <p><b>JOCELYN</b> 2:10  <b>John</b> 3:18  <b>Jones</b> 2:4</p> <hr/> <p style="text-align: center;"><b>K</b></p> <hr/> <p style="text-align: center;"><b>L</b></p> <p><b>Las</b> 1:8 2:5  <b>Legal</b> 2:9  <b>Liability</b> 1:4,9  <b>Limited</b> 1:4,8  <b>LLC</b> 1:4,8  <b>location</b> 3:25 4:2,6  <b>Lovelock</b> 2:4</p> <hr/> <p style="text-align: center;"><b>M</b></p> <p><b>M</b> 2:3  <b>MANAGEMENT</b>            1:4</p>	<p><b>mark</b> 4:21  <b>marked</b> 2:16 3:13            4:23  <b>marking</b> 3:9  <b>matter</b> 5:6  <b>morning</b> 3:15,20            4:8,22</p> <hr/> <p style="text-align: center;"><b>N</b></p> <p><b>N</b> 1:21  <b>Nevada</b> 1:2,4,8,24            2:5 5:4  <b>never</b> 3:16  <b>nonappearance</b>            4:16  <b>notes</b> 5:8  <b>notice</b> 2:17 3:10            4:16  <b>noticed</b> 3:12 4:6,20  <b>notified</b> 4:13  <b>notifying</b> 3:19  <b>noting</b> 4:18</p> <hr/> <p style="text-align: center;"><b>O</b></p> <p><b>order</b> 3:23</p> <hr/> <p style="text-align: center;"><b>P</b></p> <p><b>Paul</b> 1:21  <b>PDT</b> 1:18 4:25  <b>PIAZZA</b> 1:15 3:2  <b>place</b> 4:16 5:7  <b>Plaintiff</b> 1:6  <b>Present</b> 2:3,8,10,12  <b>previously</b> 3:21  <b>Prior</b> 3:15  <b>proceedings</b> 5:6,11</p> <hr/> <p style="text-align: center;"><b>Q</b></p> <hr/> <p style="text-align: center;"><b>R</b></p> <p><b>Realtime</b> 1:20 4:2  <b>received</b> 3:16 4:8  <b>record</b> 4:5,17,18            4:21 5:10  <b>RELATED</b> 1:11</p>	<p><b>remote</b> 1:14 3:1            4:24  <b>reported</b> 1:25 5:5  <b>reporter</b> 5:4  <b>REPORTER'S</b> 5:1  <b>Reporters</b> 2:11  <b>Reporting</b> 1:20  <b>representative</b>            3:17 4:10  <b>represents</b> 3:18  <b>RMR</b> 1:25 5:16  <b>ROBERT</b> 2:12  <b>RVR-MS</b> 1:25            5:16</p> <hr/> <p style="text-align: center;"><b>S</b></p> <p><b>Saint</b> 1:21  <b>Salerno</b> 1:25 5:3            5:16  <b>says</b> 3:24  <b>scheduled</b> 1:14 3:1            4:15,24  <b>see</b> 3:24  <b>served</b> 3:12  <b>set</b> 5:13  <b>setting</b> 3:22  <b>shorthand</b> 5:5,8  <b>SIGHT</b> 1:4  <b>slated</b> 4:10  <b>St</b> 1:21  <b>State</b> 5:4  <b>Suite</b> 1:21 2:4</p> <hr/> <p style="text-align: center;"><b>T</b></p> <p><b>Taken</b> 1:17,20  <b>Texas</b> 1:22 3:25            4:2  <b>Thursday</b> 1:17 3:7  <b>time</b> 3:6 4:18 5:6  <b>today</b> 3:7 4:14  <b>today's</b> 4:12  <b>transcribed</b> 5:8  <b>transcript</b> 5:9  <b>true</b> 5:10  <b>Trust</b> 1:16 2:16,18</p>
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Ignatius Piazza ~ 30(b)(6) for The Trustee of The VNV Dynasty Trust I ~ April 28, 2022  
 \* \* \* Scheduled Remote Videoconference and Videotaped Deposition \* \* \*

3:3,8,11,17,18,19	<u>2</u>			
3:25 4:7,11,19	2 2:19 4:21,23			
<b>Trustee</b> 1:16 2:17	<b>2022</b> 1:17 2:19 3:4			
3:3,11	3:7,12 5:13			
<b>typewriting</b> 5:8	<b>2575</b> 1:21			
<u>U</u>	<b>28</b> 1:17 2:19 3:4			
<b>unavailable</b> 3:19	<b>28th</b> 3:7 5:13			
<b>understood</b> 4:4,15	<u>3</u>			
<u>V</u>	3 2:17			
<b>Vegas</b> 1:8 2:5	<b>30(b)(6)</b> 1:16 3:3			
<b>videoconference</b>	4:10			
1:14 2:3,10,12	<b>325</b> 1:21			
3:1 4:24	<u>4</u>			
<b>videographer</b> 2:9	4 2:19			
4:3	<u>5</u>			
<b>videotaped</b> 1:14	<b>542</b> 1:25 5:16			
3:1 4:24	<b>5th</b> 2:17 3:10			
<b>VNV</b> 1:16 2:16,18	<u>6</u>			
3:3,8,11,17,18,19	<b>6600</b> 2:4			
3:24 4:7,11,19	<u>7</u>			
<b>vs</b> 1:7	7 02 2:5			
<u>W</u>	<u>8</u>			
<b>W</b> 2:12	<b>8:50</b> 4:8,22			
<b>WHEREOF</b> 5:12	<b>805-8450</b> 2:5			
<b>WITNESS</b> 5:12	<b>89119</b> 2:5			
<u>X</u>	<u>9</u>			
<u>Y</u>	<b>9:00</b> 1:18 3:6			
<u>Z</u>	<b>9:03</b> 4:25			
<b>Zoom</b> 2:10 4:1				
<u>0</u>				
<b>028F</b> 1:24				
<u>1</u>				
<b>1</b> 2:17 3:9,13				
<b>11:00</b> 1:19				
<b>11:03</b> 4:25				
<b>16</b> 1:6				
<b>1st</b> 3:12				

# EXHIBIT 2

Electronically Filed  
5/16/2022 2:07 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **SUPP**  
2 Andrea M. Champion, Esq.  
3 Nevada State Bar No. 13461  
4 Nicole E. Lovelock, Esq.  
5 Nevada State Bar No. 11187  
6 Sue Trazig Cavaco, Esq.  
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18 *Fund, LLC, EB5 Impact Capital Regional*  
19 *Center, LLC, EB5 Impact Advisors, LLC,*  
20 *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.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**SUPPLEMENT TO DEFENDANT/  
COUNTERCLAIMANTS' MOTION FOR  
CASE DISPOSITIVE SANCTIONS ON  
ORDER SHORTENING TIME**

**Hearing Date: May 25, 2022  
Hearing Time: 9:30 a.m.**

26 **AND ALL RELATED COUNTERCLAIMS.**

27 **I. INTRODUCTION**

28 On Friday, May 13, 2022, *after* the Defendant/Counterclaimants' Motion for Case Dispositive Sanctions on Order Shortening Time (the "Motion for Sanctions") was filed, the parties

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Las Vegas, Nevada 89119

**JONES LOVELOCK**  
 6600 Amelia Earhart Ct., Suite C  
 Las Vegas, Nevada 89119

1 appeared before the Court on LVDF’s Application for Temporary Restraining Order and Motion for  
 2 Preliminary Injunction to Prevent Transfer, Waste, and Destruction of LVDF’s Security and  
 3 Collateral. At that hearing, the Court noted what a “big deal” it was that the Front Sight Parties had  
 4 not appeared at their depositions without a legitimate reason. Despite the Court’s comments, Ignatius  
 5 Piazza again failed to appear for a duly noticed deposition on Monday, May 16, 2022—this time on  
 6 behalf of the VNV Dynasty Trust II (“VNV II”).

## 7 **II. SUPPLEMENTAL FACTS**

8 Even after the Motion for Sanctions was filed, the Borrower Parties have continued to willfully  
 9 and intentionally fail to appear for duly noticed depositions. The deposition of the Trustee(s) of VNV  
 10 II has been noticed five times. On April 6, 2022, it was re-noticed for the last and final time for May  
 11 16, 2022—the date that VNV II’s counsel provided and confirmed. *See* Declaration of Andrea M.  
 12 Champion in support of the Motion for Sanctions (“Champion Decl.”) at ¶¶ 38-39; *see also* Ex. 83 to  
 13 Mot. for Sanctions. The Lender Parties repeatedly made clear that *all* of the deposition settings of the  
 14 Borrower Parties (including, but not limited to VNV II), were **firm** settings meaning that the Lender  
 15 Parties would not vacate or continue the depositions without a Court Order. Champion Decl. at ¶ 42;  
 16 *see also* Ex. 84 to Mot. for Sanctions, Stipulation and Order Extending Discovery and Cont. Trial, filed  
 17 April 6, 2022, at pg. 8 (“Specifically, the Lender Parties will take the following depositions on the  
 18 following dates which Lender Parties have informed Plaintiff/Counterclaimants are **firm** settings . . .  
 19 VNV Dynasty Trust II.”).<sup>1</sup>

20 At no time before Monday, May 16, 2022 did the Borrower Parties inform the Lender Parties  
 21 that Mr. Piazza was not available or would not be appearing on behalf of VNV II. Exhibit 94,  
 22 Supplemental Declaration of Andrea M. Champion (“Suppl. Champion Decl.”), at ¶ 7. While the  
 23 Borrower Parties did propose “new” dates for their depositions in July 2022—on dates they had long  
 24 known the Lender Parties were *not* available—the Lender Parties repeatedly made clear that they  
 25 would not agree to re-notice the depositions of the Borrower Parties in light of the pending Motion

---

27 <sup>1</sup> At the time the parties entered into the Stipulation, they were still working on an agreeable date for the deposition of  
 28 VNV II. It was subsequently scheduled for May 16, 2022 at the Borrower Parties’ request and approval. Champion  
 Decl. at ¶¶ 34-35, 37-39.

**JONES LOVELOCK**  
 6600 Amelia Earhart Ct., Suite C  
 Las Vegas, Nevada 89119

1 for Sanctions, the Borrower Parties’ repeated (and willful) failure to appear for depositions, and the  
 2 failure of the Borrower Parties to obtain a protective order for any of their duly noticed depositions.  
 3 *Id.* at ¶¶ 8-13; *see also* Ex. 95. The Lender Parties also repeatedly advised the Borrower Parties that  
 4 they intended to proceed with the remaining party depositions that were duly noticed (the depositions  
 5 of VNV II and Michael Meacher, scheduled on May 16, 2022 and June 2, 2022, respectively). Suppl.  
 6 Champion Decl. at ¶¶ 10-13; *see also* Ex. 96.

7 Still, no one appeared on behalf of VNV II at its duly noticed deposition. Suppl. Champion  
 8 Decl. at ¶ 14. This time, unlike the other duly noticed depositions of the other Borrower Parties, VNV  
 9 II’s counsel did not even advise minutes before the VNV II deposition that Mr. Piazza would not be  
 10 appearing on behalf of VNV II. *Id.* at ¶ 15. Therefore, counsel for the Lender Parties sent an email  
 11 reminding VNV II and its counsel of the deposition and giving them until 9:10 a.m. PST (10 minutes  
 12 beyond the duly noticed deposition time) to appear. *Id.*; *see also* Ex. 97. Still, no one appeared on behalf  
 13 of VNV II or offered any explanation of its Trustee(s)’ failure to appear for its duly noticed deposition.  
 14 Suppl. Champion Decl. at ¶ 15-17; *see also* Ex. 97.

### 15 **III. LEGAL ARGUMENT**

16 In light of the failure of the Trustee(s) of VNV II to appear on May 16, 2022—the next business  
 17 day immediately following the hearing on LVDF’s Application for TRO, where the Court made a record  
 18 of how the Borrower Parties could not just fail to appear at depositions—it is even clearer that the  
 19 Borrower Parties’ failure to appear for party depositions is intentional and willful. *Foster v. Dingwall*,  
 20 126 Nev. 56, 61, 227 P.3d 1042, 1046 (Nev. 2010) (upholding sanction upon party for, amongst other  
 21 discovery abuses, failing to appear for deposition or first obtain a protective order). There is now no  
 22 credible argument to the contrary. The failure of VNV II to appear for deposition also demonstrates that  
 23 a less severe sanction would not deter the Borrower Parties’ behavior because the Borrower Parties  
 24 chose to still thumb their nose at duly noticed depositions even after the Court made a record of how  
 25 they could not avoid duly noticed depositions the business day immediately preceding the VNV II’s  
 26 duly noticed deposition.

27 Moreover, because the Trustee(s) of VNV II intentionally and willfully chose to avoid the duly  
 28 noticed deposition of VNV II—like each of the other Borrower Parties—it is appropriate for the Court

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1 to also enter case dispositive sanctions against VNV II. *See Foster v. Dingwall*, 126 Nev. 56, 61, 227  
2 P.3d 1042, 1046 (Nev. 2010) (upholding sanction upon party for, amongst other discovery abuses,  
3 failing to appear for deposition or first obtain a protective order); *Bahena v. Goodyear Tire & Rubber*  
4 *Co.*, 126 Nev. 243, 235 P.3d 592 (2010); NRCP 37(7)(d); *see also Berry v. Yosemite Cmty. College*  
5 *Dist.*, Case No. 1:16-cv-00411-LJO-EPG, 2019 U.S. Dist. LEXIS 11802 at \*18, 24-25 (E.D. Cal.  
6 July 3, 2019). Therefore, the Lender Parties respectfully request that, by way of this supplement, the  
7 VNV II be included and incorporated into their Motion for Sanctions.

8 **IV. CONCLUSION**

9 For the reasons set forth in the Motion for Sanctions, and further detailed in this Supplement,  
10 the Lender Parties respectfully request that case dispositive sanctions be entered against the Borrower  
11 Parties—Mrs. Piazza, Mr. Piazza, Front Sight, VNV I, and VNV II—as each party willfully and  
12 intentionally chose not to appear for their duly noticed depositions.

13 DATED this 16<sup>th</sup> day of May 2022. **JONES LOVELOCK**

14 */s/ Andrea M. Champion, Esq.*

15 

---

Nicole E. Lovelock, Esq. (NSB# 11187)  
16 Sue Trazig Cavaco, Esq. (NSB# 6150)  
17 Andrea M. Champion, Esq. (NSB# 13461)  
6600 Amelia Earhart Court, Suite C  
Las Vegas, Nevada 89119

18 *Attorneys for Las Vegas Development*  
19 *Fund, LLC, EB-5 Impact Capital Regional*  
*Center, LLC, EB-5 Impact Advisors, LLC,*  
20 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

21 **CERTIFICATE OF SERVICE**

22 The undersigned hereby certifies that on the 16<sup>th</sup> day of May 2022, a true and correct copy of  
23 the foregoing **SUPPLEMENT TO DEFENDANT/COUNTERCLAIMANTS’ MOTION FOR**  
24 **CASE DISPOSITIVE SANCTIONS ON ORDER SHORTENING TIME** was served by  
25 electronically submitting with the Clerk of the Court using electronic system and serving all parties with  
26 an email on record.

27  
28 */s/ Lorie Januskevicius*  
An employee of JONES LOVELOCK

Exhibit “94”

Exhibit “94”



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Las Vegas, Nevada 89119

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**DECL**

Andrea M. Champion, Esq.  
Nevada State Bar No. 13461  
Nicole E. Lovelock, Esq.  
Nevada State Bar No. 11187  
Sue Trazig Cavaco, Esq.  
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Fund, LLC, 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

**SUPPLEMENTAL DECLARATION OF  
ANDREA M. CHAMPION IN SUPPORT OF  
DEFENDANT/COUNTERCLAIMANTS'  
MOTION FOR CASE DISPOSITIVE  
SANCTIONS ON ORDER SHORTENING  
TIME**

AND ALL RELATED COUNTERCLAIMS

///

///

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

1 I, Andrea M. Champion, Esq., hereby declare as follows:

2 1. I am over eighteen (18) years of age and a resident of Clark County, Nevada.

3 2. I am an attorney duly licensed to practice law in the State of Nevada and am counsel  
4 for Defendants/Counterclaimants Las Vegas Development Fund, LLC (“LVDF”), EB5 Impact  
5 Capital Regional Center, LLC (“EBIC”), EB5 Impact Advisors, LLC (“EB5IA”), Robert W. Dziubla  
6 (“Dziubla”), Jon Fleming (“Fleming), and Linda Stanwood (“Stanwood”) (collectively, “Lender  
7 Parties”) in this action.

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

11 4. I make this supplemental declaration in support of my clients’ Motion for Case  
12 Dispositive Sanctions (the “Motion for Sanctions”).

13 5. On Friday, May 13, 2022, the parties appeared before the Court on LVDF’s  
14 Application for Temporary Restraining Order and Motion for Preliminary Injunction to Prevent  
15 Transfer, Waste, and Destruction of LVDF’s Security and Collateral. At that hearing, the Court  
16 noted what a “big deal” it was that the Front Sight Parties had not appeared at their depositions  
17 without a legitimate reason.

18 6. Despite the Court’s comments, Ignatius Piazza again failed to appear for a duly  
19 noticed deposition on Monday May 16, 2022—the very next business day—this time, on behalf of  
20 the VNV Dynasty Trust II (“VNV II”).

21 7. At no point before Monday, May 16, 2022 did Mr. Aldrich inform me that Mr. Piazza  
22 was not available or would not be appearing on behalf of VNV II.

23 8. On May 12, 2022, I did receive an email from Mr. Aldrich providing new dates that  
24 the Piazzas were purportedly available to be deposed. However, I immediately responded to that  
25 email to inform Mr. Aldrich that in light of the pending Motion for Sanctions, the failure of the  
26 Borrower Parties to appear for multiple depositions, and the failure of the Borrower Parties to obtain  
27 a protective order for any of their depositions, the Lender Parties would not agree to re-notice the  
28 depositions of the Borrower Parties.

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1           9.       In addition, because the Borrower Parties proposed dates on which they had known—  
2 for months—that I was not available for depositions, in my response to Mr. Aldrich, I noted that the  
3 Lender Parties viewed the Piazzas’ proposed dates as only an additional bad faith effort on the  
4 Borrower Parties’ part.

5           10.      On May 11, 2022, I participated in a telephone call with Mr. Aldrich and Nicole  
6 Lovelock, from my office. During that call, not only did I inform Mr. Aldrich that Lenders would  
7 be filing the Motion for Sanctions (as addressed in my original declaration), but I also informed Mr.  
8 Aldrich that the Lender Parties did not intend to proceed with expert deposition in light of the  
9 Borrower Parties’ failures to appear for duly noticed depositions. I did tell Mr. Aldrich, however,  
10 that we would be proceeding with party depositions (in other words, the depositions of VNV II and  
11 Michael Meacher, scheduled on May 16, 2022 and June 2, 2022, respectively).

12           11.      On May 13, 2022, I received an email from Traci Bixenmann, at Mr. Aldrich’s office.  
13 In that email, Traci asked me to confirm that the Lender Parties would be vacating the depositions of  
14 the Borrower Parties’ expert depositions (Holmes, Winters, Evans and Kirkendall).

15           12.      I responded to Ms. Bixenmann’s email the same day to confirm, again, that because  
16 the Lender Parties’ position had always been that the party depositions needed to be completed before  
17 proceeding with expert depositions, and in light of the pending Motion for Sanctions, the Lender  
18 Parties would not be proceeding with the depositions of the Borrower Parties’ experts (Holmes,  
19 Winters, Evans and Kirkendall) and that if the Motion for Sanctions was not granted, the parties  
20 agreed to stipulate to reschedule those depositions beyond the current close of discovery (July 12,  
21 2022).

22           13.      However, I went on, in that same email, to reiterate that the Lender Parties were not  
23 vacating or agreeing to continue any duly noticed party deposition—meaning the depositions of VNV  
24 II and Mr. Meacher.

25           14.      On May 16, 2022 at 9:00 a.m. PST—the time set for the VNV II’s duly noticed  
26 deposition—I appeared at the VNV II deposition. No witness was present on behalf of VNV II nor  
27 was Mr. Aldrich present.

28

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1           15.     Because I had not received an email from Mr. Aldrich minutes before the VNV II’s  
2 duly noticed depositions (as I had for the other Borrower Party depositions), I emailed Mr. Aldrich  
3 at 9:05 a.m. with high importance, advising Mr. Aldrich that it was past the time set for the deposition  
4 of the VNV II deposition, that no one from the Borrower Parties had appeared, and that I intended to  
5 make a record of the VNV II’s failure to appear at 9:10 a.m. PST.

6           16.     Mr. Aldrich did not respond to that email.

7           17.     Accordingly, at 9:10 a.m. PST, I made a record of the VNV II’s failure to appear.

8           18.     Attached to the Supplement to Defendant/Counterclaimants’ Motion for Sanctions  
9 (the “Supplement”) as Exhibit 95 is a true and correct copy of my email correspondence with Mr.  
10 Aldrich on May 12, 2022.

11          19.     Attached to the Supplement as Exhibit 96 is a true and correct copy of my email  
12 correspondence with Traci Bixenmann, from Mr. Aldrich’s office, on May 13, 2022.

13          20.     Attached to the Supplement as Exhibit 97 is a true and correct copy of my email  
14 correspondence to Mr. Aldrich on May 16, 2022.

15                 Executed this 16<sup>th</sup> day of May 2022 in Clark County, Nevada.

16                                 /s/ Andrea M. Champion  
17                                 ANDREA M. CHAMPION, ESQ.

Exhibit “95”

Exhibit “95”

**From:** [Andrea Champion](#)  
**To:** [John Aldrich](#); [Nicole Lovelock](#)  
**Cc:** [Traci Bixenmann](#); [Cathy Hernandez](#); [Julie Linton](#); [Lorie Januskevicius](#)  
**Subject:** RE: Deposition dates for the Piazzas  
**Date:** Thursday, May 12, 2022 3:07:00 PM  
**Attachments:** [image001.png](#)

---

John,

We have already submitted our Motion for Sanctions to the Department. Accordingly, and in light of your clients' failure to appear for their duly noticed depositions without a protective order in place, we will not re-notice their depositions until we have guidance from the Court. In addition, I would note that your clients providing dates, after their non-appearances, on which you have been aware for months that I am not available (and hence, why the parties stipulated to push the dispositive motion deadline until mid-July) is viewed only as an additional bad faith effort on the Front Sight Parties' part.

We look forward to receiving the Front Sight Parties' Opposition to the Motion for Sanctions once it is filed and set by the Court.

-Andi

**Andrea M. Champion, Esq.**



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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Thursday, May 12, 2022 12:22 PM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>

**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Cathy Hernandez <[chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)>; Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** Deposition dates for the Piazzas

Andi and Nicole,

As a follow up to our conversation yesterday, I have obtained dates that Ignatius and Jennifer Piazza are available for depositions. They are available the week of Monday, June 27, 2022 through Friday, July 1, 2022. Please feel free to re-notice the depositions on those dates.

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Exhibit “96”

Exhibit “96”



**From:** [Andrea Champion](#)  
**To:** [Traci Bixenmann](#); [Nicole Lovelock](#); [Lorie Januskevicius](#); [Sue Trazig Cavaco](#)  
**Cc:** [John Aldrich](#); [Cathy Hernandez](#)  
**Subject:** RE: Front Sight/LVDF - expert depositions  
**Date:** Friday, May 13, 2022 3:43:00 PM  
**Attachments:** [image001.png](#)

---

Traci,

In light of Front Sight and Piazza's failures to appear for their duly noticed depositions, because we have repeatedly made clear that we intend to take those depositions before proceeding with expert depositions, and in light of the Lender Parties' pending motion for sanctions, you are correct that we are not moving forward with the depositions of Front Sight's experts (Holmes, Winters, Evans, and Kirkendall) as previously scheduled. John and I agreed during our telephone call the other day that if the motion for sanctions is not granted, that the parties will reschedule those depositions, including stipulating to have them conducted beyond the current close of discovery (July 12).

We are not, however, vacating or agreeing to continue any duly noticed party depositions at this time.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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---

**From:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>

**Sent:** Friday, May 13, 2022 1:42 PM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>; Nicole Lovelock <[nlovelock@joneslovelock.com](mailto:nlovelock@joneslovelock.com)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>; Sue Trazig Cavaco <[scavaco@joneslovelock.com](mailto:scavaco@joneslovelock.com)>

**Cc:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>; Cathy Hernandez <[chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)>

**Subject:** Front Sight/LVDF - expert depositions

Andi,

I wanted to follow up with you based on your conversation with John the other day and the hearing this morning – it is my understanding that you are vacating the depositions of Plaintiff's experts (Holmes, Winters, Evans and Kirkendall). Is this correct? If so, I would like to let them know.

Also, are you proceeding with Mike Meacher's deposition on June 2? Please let me know.

Thanks.

**Traci Bixenmann**

Firm Administrator and  
Legal Assistant to John P. Aldrich, Esq.  
and Catherine Hernandez, Esq.

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Exhibit “97”

Exhibit “97”

**From:** [Andrea Champion](#)  
**To:** [John Aldrich](#); [Traci Bixenmann](#)  
**Cc:** [Nicole Lovelock](#); [Lorie Januskevicius](#)  
**Subject:** FSM v. LVDF - VNV Dynasty Trust II Deposition  
**Date:** Monday, May 16, 2022 9:05:00 AM  
**Attachments:** [image001.png](#)  
**Importance:** High

---

John,

It is past 9:00 a.m., the time set for the deposition of the Trustee of the VNV Dynasty Trust II pursuant to the Fifth Amended Notice of the Trustee of the VNV Dynasty Trust II. Mr. Piazza is not present at Collins Realtime Reporting in Dallas, Texas on behalf of the VNV Dynast Trust II and I have not received either an email from you informing us that your client and you will not appear at the deposition nor have you appeared at the deposition via the link provided in the Fifth Amended Notice of Deposition. Accordingly, I intend, at 9:10 a.m. PST, to make a record of the VNV Dynasty Trust II's non-appearance.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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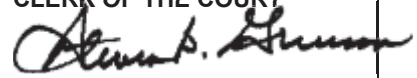
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# EXHIBIT 3

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9  
10 *Attorneys for Las Vegas Development*  
*Fund, LLC, EB5 Impact Capital Regional*  
*Center, LLC, EB5 Impact Advisors, LLC,*  
11 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

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

15 Plaintiff,

16 vs.

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

18 Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: 16

**REPLY IN SUPPORT OF MOTION FOR  
CASE DISPOSITIVE SANCTIONS ON  
ORDER SHORTENING TIME**

**Hearing Date: May 25, 2022**  
**Hearing Time: 10:30 a.m.**

19  
20 **AND ALL RELATED COUNTERCLAIMS.**

21 **I. INTRODUCTION**

22 The Front Sight Parties' Opposition to the Motion for Sanctions is incredible. Despite playing  
23 games to avoid their depositions for *over a year*, the Front Sight Parties unbelievably claim that "the  
24 timing of the [Front Sight Parties'] non-appearance is of Defendants' making." Opp'n at 22:3-4. It  
25 is unclear how the Lender Parties are somehow responsible for the Front Sight Parties' litigation  
26 strategy of bleeding out the Lender Parties to avoid a trial on the merits or the Front Sight Parties'  
27 intentional and willful decision to not appear for five-days of duly noticed party depositions. But the  
28 Front Sight Parties have no other defense to the Motion for Sanctions so their decision to grasp at

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1 straws is not surprising.

2 The most glaring omissions from the Front Sight Parties’ Opposition is their failure to  
3 acknowledge that they provided the dates for their depositions and their failure to provide any  
4 justification whatsoever for their intentional failure to appear for the depositions. The Front Sight  
5 Parties’ failure to provide any excuse whatsoever for the failures to appear for depositions only  
6 demonstrates that this was a calculated and informed decision on their part. As the Lender Parties  
7 said in their Motion, after a year of delaying their depositions, the Front Sight Parties simply chose  
8 to thumb their noses at the discovery process and the Rules of Civil Procedure by choosing not to  
9 appear for their depositions. The Oppositions only further demonstrates that is the case.

10 Instead of focusing on the narrow issue before the Court—the Front Sight Parties’ failure to  
11 appear for depositions and the sanctions that should flow from that failure—the Front Sight Parties’  
12 Opposition primarily reads like a distraction piece. The Front Sight Parties repeatedly try to shift the  
13 blame to the Lender Parties—focusing on what the Front Sight Parties perceive to be the Lender  
14 Parties’ interference, obfuscations, and obstruction of discovery, the Lender Parties’ purported  
15 leaking of “privileged” information, and the Lender Parties’ failure to conduct other depositions. But  
16 all of these arguments fail:

17 • The Front Sight Parties’ previous motions for sanctions against the Lender Parties  
18 have already been ruled on and the most recent motion for all of the claimed “bad-faith discovery  
19 tactics” was summarily denied by this Court just months ago. The motion before the Court, in no  
20 way, relates to the Lender Parties’ prior discovery disputes with the Front Sight Parties.

21 • Settlement discussions are not privileged under NRS 48.105. Nor have the Lender  
22 Parties provided the Court with the settlement discussions with the “purpose to insinuate liability.”  
23 Opp’n at 13:18.

24 • The Lender Parties have repeatedly made it clear that they intended to take the Front  
25 Sight Parties’ depositions before proceeding with expert depositions. The Lender Parties have only  
26 had to reschedule and vacate those expert depositions because the Front Sight Parties failed to appear  
27 for their depositions.

28 ///

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1 The Front Sight Parties essentially concede that they should be sanctioned for their failure to  
2 appear for depositions. Therefore, the *only* issue remaining before the Court is *what sanctions should*  
3 *be imposed*. The Front Sight Parties have not demonstrated why case dispositive sanctions are not  
4 appropriate under the *Johnny Ribeiro* factors and their attempts to shift blame to the Lender Parties  
5 are specious at best. Therefore, the Lender Parties respectfully submit that the Motion for Sanctions  
6 should be granted.

7 **III. LEGAL ARGUMENT**

8 The Front Sight Parties are correct: the Court is “well aware of the law on case-dispositive  
9 sanctions” because “[the Court] has considered multiple [motions for sanctions] from [the Front Sight  
10 Parties] throughout this case.” Opp’n at 19:14-15. In fact, the Front Sight Parties filed a motion for  
11 case dispositive sanctions each time they had a discovery dispute with the Lender Parties in this case.  
12 The difference, however, is that none of the Lender Parties’ conduct ever gave rise to the possibility  
13 of case dispositive sanctions. It is only the Front Sight Parties’ conduct that has done so and why the  
14 Lender Parties have finally filed their first Motion for Sanctions. The Court certainly is well versed  
15 on the law of case-dispositive sanctions as are the Front Sight Parties which is why their failure to  
16 appear for duly noticed depositions is particularly egregious and thus, warranting of sanctions.

17 **A. CASE DISPOSITIVE SANCTIONS ARE WARRANTED.**

18 The Front Sight Parties try, very hard, to recast their sanctionable conduct as a single, “first-  
19 time non-appearance” that does not warrant the imposition of case dispositive sanctions. But the  
20 application of the *Johnny Ribeiro* factors demonstrates that, contrary to the Front Sight Parties’  
21 arguments, case dispositive sanctions are in fact warranted here.

22 **1. The Opposition Makes Clear that the Front Sight Parties’ Failure to**  
23 **Appear Was Willful.**

24 The Front Sight Parties concede (as they must) that the depositions were duly noticed by the  
25 Lender Parties and that each of the Front Sight Parties failed to appear for their duly noticed  
26 depositions. Opp’n at 21:11-12. However, the Front Sight Parties would have this Court believe that  
27  
28



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1 their failure to appear is not legally “willful” under *Young*.<sup>1</sup> The Front Sight Parties are wrong.

2 The Court recently issued an Administrative Order specific to depositions and deposition  
 3 behavior. *See* Administrative Order 22-08, filed May 9, 2022. The very first section of that order  
 4 covers deposition scheduling and provides that “[i]f the date proposed in a deposition notice is  
 5 problematic for counsel or the witness, *any person with a scheduling conflict must promptly*  
 6 *propose several reasonable alternative dates. Failure by counsel and/or a witness to promptly and*  
 7 *reasonably advise noticing counsel of their availability or to provide alternative dates acts as a*  
 8 *waiver of their right to object to the date set by opposing counsel.*” (emphasis added). In other  
 9 words, if a deponent is not available on the date noticed for their deposition, the burden is on the  
 10 deponent to “promptly and reasonably advise” counsel *and* to “propose several reasonable alternative  
 11 dates.” *See id.*

12 In this case, the Front Sight Parties played a game—for over a year—of feigning  
 13 unavailability for their duly noticed depositions without providing alternative dates for their  
 14 deposition.<sup>2</sup> Instead, the Front Sight Parties repeatedly (and regularly) ignored the Lender Parties’  
 15 requests for alternative dates or provided dates only to claim they were not available when those  
 16 dates came around.<sup>3</sup> Nonetheless (and consistent with Administrative Order 22-08’s requirement  
 17 that counsel “make reasonable efforts to ascertain and accommodate the availability of the witnesses  
 18 and all counsel both before and after noticing the deposition”), the Lender Parties repeatedly moved  
 19 the Front Sight Parties’ depositions in light of their eleventh hour requests.

20 Ultimately, the Lender Parties’ depositions of the Front Sight Parties were scheduled on firm  
 21 settings (meaning, pursuant to the Court’s Order granting the Parties’ Stipulation, that they would  
 22 not be continued or vacated absent another order from the Court) *on dates that the Front Sight*  
 23 *Parties’ specifically provided*—on April 25, 26, 27, 28, and May 16, 2022.<sup>4</sup> The Front Sight Parties  
 24

25 <sup>1</sup> *Young v. Johnny Ribeiro*, 106 Nev. 88, 787 P.2d 777 (1990).

26 <sup>2</sup> *See* Hogan Decl., Ex. 4 to the Mot. for Sanctions, at ¶¶ 15-26, 28-39, 42-53, 58-71, 76-84; Lovelock Decl., Ex. 5 to  
 27 the Mot. for Sanctions, at ¶¶ 6-22; Champion Decl. at ¶¶ 5-14.

28 <sup>3</sup> *See id.*

<sup>4</sup> Champion Decl. at ¶¶ 33-39; *see also* Ex. 72 to Mot. for Sanctions.

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1 never informed the Lender Parties that those dates were problematic (or became problematic).<sup>5</sup> Nor  
2 did any of the Front Sight Parties file a motion for protective order either in advance or following  
3 their duly noticed depositions. Each Front Sight Party simply failed to appear for their deposition  
4 and no Front Sight Party provided any explanation, whatsoever, for their failure. Indeed, the  
5 Opposition does not even contain an explanation or declarations from any of the Front Sight Parties  
6 explaining why they failed to appear for their duly noticed deposition.

7 The Front Sight Parties’ failure to appear for their depositions was willful in that it was a  
8 decision they made. There is nothing in the record to suggest that their “[d]isobedient conduct [was]  
9 outside [their] control’ and justified” and thus, it is deemed willful. *See Mendez v. Cmty. Health*  
10 *Clinics*, Case No. 1:16-cv-00425-DCN, 2021 U.S. Dist. LEXIS 25496 at \* 26-32 (D. Idaho Feb. 9,  
11 2021) (holding that plaintiff’s failure to appear for his deposition was willful because his alleged lack  
12 of preparation, which was the reason he canceled his deposition the night before it was scheduled,  
13 was within his control). Moreover, the Front Sight Parties are incorrect in implying that the Nevada  
14 Supreme Court requires that conduct be “as severe as fabricating evidence” to be deemed willful.  
15 *See Opp’n* at 21:11-20.

16 **NRCP 37(d) specifically provides that the Court may sanction a party if that party fails to**  
17 **attend his own deposition.** Moreover, the sanctions for a party’s failure to attend their own  
18 deposition include, but are not limited to, striking pleadings in whole or in part, dismissing the action  
19 or proceeding in whole or part, prohibiting the disobedient party from supporting or opposing  
20 designated claims or defenses, or rendering default judgment against the party. *See* NRCP 37(d)(3);  
21 *see also* NRCP 37(b)(1). Yet, the Front Sight Parties conveniently ignore NRCP 37(d) and the  
22 Nevada Supreme Court’s decision in *Foster v. Dingwall* that makes clear that “the court may strike  
23 a party’s pleading if that party fails to attend his own deposition.” 126 Nev. 56, 65, 227 P.3d 1042,  
24 1048.

25 ///

26 ///

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28 <sup>5</sup> Champion Decl. at ¶¶ 41, 45, 47-49, 58; Suppl. Champion Decl, Ex. 94 to the Mot. for Sanctions, at ¶¶ 5-7.

2. **A Less Severe Sanction Would be Unfair or Prejudicial to Lender Parties and Would Not Deter the Front Sight Parties.**

The Front Sight Parties incredibly argue that the Lender Parties “are not significantly prejudiced” by their failure to appear for depositions and that their own failures to appear are somehow the Lender Parties’ fault. Opp’n at 22:2-5. Yet, the Front Sight Parties do not address the numerous cases cited in the Motion explaining the importance of depositions and how a party’s failure to appear for depositions deprives the other parties of their opportunity to defend claims brought against them or to prove affirmative claims they have brought. See Mot. at 27:3-19 (collecting cases).

Instead, the Front Sight Parties maintain that any prejudice is “minimal,” can “easily be cured by a nominal monetary sanction,” and that they should be able to appear for depositions in July 2022—on dates they concede are beyond the close of discovery. Opp’n at 22:7-19. The Front Sight Parties’ failure to appear for duly noticed—and **firm**—deposition settings is not “minimal.”<sup>6</sup> In the words of this Court: it is a “big deal.” The Front Sight Parties’ conduct has impaired the Lender Parties ability to go to trial and has threatened to interfere with the rightful decisions of this case.

The Front Sight Parties’ conduct *cannot* be “easily cured” by a lesser sanction (a monetary sanction and future deposition dates). Discovery closes in less than a month and the Lender Parties were entitled to take the Front Sight Parties’ depositions before completing discovery in order to be fully prepare for expert depositions (which the Lender Parties have now had to vacate) and to determine if additional discovery needs to be conducted before the close of discovery. The Lender Parties have been attempting to take the Front Sight Parties’ depositions *for over a year* and a complete picture of the record demonstrates that the Front Sight Parties never intended (and still do not intend) to be deposed. Indeed, the Front Sight Parties went so far as to feign a settlement to avoid firm deposition settings before simply failing to appear. In addition, the Opposition is not supported by any declaration from the Front Sight Parties confirming that they will actually appear for depositions or explaining why they have played games with their depositions for over a year.

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<sup>6</sup> The fact that the Lender Parties had to specify that the depositions were **firm** settings, in multiple emails and stipulations, demonstrates how impossible the Front Sight Parties were making it for the Lender Parties to depose them.

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1           Moreover, it bears noting that the Front Sight Parties did not provide alternative dates until  
 2 May 12, 2022—*after* the Motion for Sanctions was submitted to the Court and *after* Mrs. Piazza, Mr.  
 3 Piazza, Front Sight, and VNV I all failed to appear for their depositions. And the Front Sight Parties  
 4 have again provided dates months out, this time beyond the deadline for dispositive motions which  
 5 will mean that the Lender Parties would be precluded from filing dispositive motions and motions in  
 6 limine relating to the Front Sight Parties’ claims and evidence that is not yet adduced.<sup>7</sup> Finally,  
 7 evidencing their continuing bad faith tactics, the Front Sight Parties have only provided dates for  
 8 their purported re-do depositions on dates they know that counsel for the Lender Parties is not  
 9 available.<sup>8</sup> Effectively then, the Front Sight Parties have asked this Court to allow them to not be  
 10 deposed during discovery or before this case proceeds to trial. That result would certainly be unfair  
 11 and prejudicial to the Lender Parties.

12           Finally, a less severe sanction would not deter the Front Sight Parties. Not only have the  
 13 Front Sight Parties feigned a settlement which they never intended to see through to avoid  
 14 depositions, but they have recently demonstrated that they have no intend to comply with the Court’s  
 15 Orders. On May 13, 2022, the Court heard the Lender Parties’ Application for Temporary  
 16 Restraining Order and Motion for Preliminary Injunction to Prevent Transfer, Waste, and Destruction  
 17 of Las Vegas Development Fund, LLC’s Security and Collateral. At that hearing, the Court ordered  
 18 the Front Sight Parties to produce all bank statements for Front Sight for the last year. The Court’s  
 19 written order, *which was drafted by the Front Sight Parties*, made clear that Front Sight was to  
 20 produce the bank statements “*forthwith and* in advance of the preliminary injunction hearing.”<sup>9</sup> *See*  
 21

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22 <sup>7</sup> Pursuant to the April 6, 2022 Stipulation and Order Extending Discovery and Continuing Trial, the last day to file  
 23 dispositive motions and motions in limine is July 13, 2022.

24 <sup>8</sup> In March 2022, in the context of the Front Sight Parties informing the Lender Parties that they would not be appearing  
 25 for their April 2022 depositions, counsel for the Lender Parties informed the Front Sight Parties that she would be  
 26 unavailable at the end of June through early July for a pre-planned family vacation. *See* Ex. 72 to Mot. for Sanctions. In  
 27 fact, the Stipulation by the parties to extend discovery and continue trial specifically notes that the dispositive motion  
 28 and motion in limine deadline was being extended to July 13, 2022 to accommodate the Lender Parties’ counsel. *See*  
 Ex. 84 to Mot. for Sanctions. Nonetheless, the Front Sight Parties continue to claim that they can be available on dates  
 in July that they know the Lender Parties are not available. Effectively then, the Front Sight Parties have refused to  
 provide reasonable alternative dates.

<sup>9</sup> “Forthwith” means “without delay” or “immediately.” *Forthwith*, Merriam-Webster, available at <https://www.merriam-webster.com/dictionary/forthwith>.

1 Dkt. 811, Order Granting LVDF’s Appl. for a T.R.O and Mot. for Prelim. Inj. to Prevent Transfer,  
 2 Waste, and Destruction of LVDF’s Security and Collateral, entered May 18, 2022. Yet, Front Sight  
 3 has failed to produce a single bank statement in compliance with that Order even though the hearing  
 4 on the Motion for Preliminary Injunction is being heard in less than 48-hours.<sup>10</sup> In light of the record  
 5 and the Front Sight Parties’ recent decision to tuck and run in this case, taking everything they can  
 6 with them, there is no credible argument to be made that a lesser sanction is appropriate because it is  
 7 doubtful the Front Sight Parties will appear for any subsequently ordered depositions (even if their  
 8 counsel would like them to).

9 **3. The Front Sight Parties Are Wrong in Claiming the Policy Favoring**  
 10 **Adjudication of the Merits Weighs Against Case Dispositive Sanctions.**

11 In an attempt to swing some of the *Johnny Ribeiro* factors in their favor, the Front Sight  
 12 Parties argue that the policy favoring adjudication on the merits weighs in their favor. While typically  
 13 that is the case on a motion for sanctions it is not when, as here, a party’s conduct very likely means  
 14 that a true adjudication on the merits may never be achievable.

15 The Front Sight Parties try to distinguish this case from *Adriana Int’l Corp. v. Thoren*, 913  
 16 F.2d 1406, 1412 (9th Cir. 1990) by claiming that *Adriana* cuts against the Lender Parties request for  
 17 case dispositive sanctions because the party, in *Adriana*, repeatedly failed to appear. While that is  
 18 true, the Front Sight Parties’ analysis of *Adriana* is short-sighted because they do not consider the  
 19 entirety of the factors analyzed by the *Adriana* Court. Moreover, the Front Sight Parties’ impossibly  
 20 cling onto this distinction from *Adriana* while ignoring the other *Johnny Ribeiro* factors and the case  
 21 law cited in the Motion that makes clear that it is ***not always necessary for the court to impose a less***  
 22 ***severe sanction first*** (like the Court in *Adriana* initially did by ordering the party to appear for  
 23 deposition). See Mot. at 28:9-25 (citing *Berry v. Yosemite Cmty. College Dist.*, Case No. 1:16-cv-  
 24 00411-LJO-EPG, 2019 U.S. Dist. LEXIS 11802 at \*18, 24-25 (E.D. Cal. Sept. 16, 2016); *Karimi v.*  
 25 *Golden Gate Sch. of Law*, 361 F. Supp.3d 956, 2019 U.S. Dist. LEXIS 24520 (N.D. Feb. 13, 2019)).

26  
 27  
 28 <sup>10</sup> See Exhibit 98, a true and correct copy of the email correspondence between counsel for the parties regarding the Front Sight Parties’ failure to comply with the May 18, 2022 Order.

1 Here, not only were the Front Sight Parties repeatedly warned by the Lender Parties and the Court  
 2 that non-appearances may result in a motion for case dispositive sanctions, but the Front Sight Parties  
 3 continued their non-appearances *even after* the Court told the Front Sight Parties at the May 13, 2022  
 4 hearing that they could not just fail to appear at their depositions without a legitimate reason. Ignatius  
 5 Piazza failed to appear for the duly noticed deposition of VNV II the very next business day (on  
 6 Monday, May 16, 2022).<sup>11</sup>

7 As the Court in *Adriana* made clear: the failure to a party to appear at scheduled depositions  
 8 “constitutes an interference with the rightful decision of the case.” 913 F.2d at 1412. Therefore, this  
 9 factor also weighs in favor of the Lender Parties’ request for sanctions.

10 **B. FRONT SIGHT’S OTHER COMPLAINTS ARE IRRELEVANT.**

11 When focused on applying the *Johnny Ribeiro* factors, it is clear that the Lender Parties’  
 12 Motion should be granted. This is perhaps why the Front Sight Parties’ Opposition is filled with  
 13 other, irrelevant complaints. The Front Sight Parties begin their Opposition by focusing on what  
 14 they believe is the “pained discovery history in this case” and the Defendants’ alleged wrongdoing.  
 15 Opp’n at 2:22-3:16. The Front Sight Parties then continue to litter their Opposition with cheap shots  
 16 at the Lender Parties, accusing them of “bad faith discovery tactics throughout this case,”  
 17 “destroy[ing] evidence,” “engag[ing] in extensive gamesmanship during the discovery process,”  
 18 “refusing to abide by court orders,” “impeding a subpoena,” “misrepresenting the nature and content  
 19 of [ ] documents,” “refusing to prepare their NRC 30(b)(6) witnesses, and so on.” Opp’n at 19:14-  
 20 15, 23:6-7, 23:20-24:5.

21 The Front Sight Parties’ argument is essentially “we should be allowed to not appear for our  
 22 depositions because the Lender Parties have also engaged in discovery misconduct.” In fact, the  
 23 Front Sight Parties explicitly make that clear when they argue “in light of Defendants’ conduct  
 24 throughout the case . . . the sanctions Defendants seek would be improper.” Opp’n at 19:16-18. *But*  
 25 *discovery is not a tit-for-tat. See e.g., Spurbeck v. Wyndham Destinations*, Case No. 2:20-cv-00346-  
 26 RFB-NJK, 2021 U.S. Dist. LEXIS 51072, \* 3 (D. Mar. 18, 2021). “A party may not excuse its failure

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 28 <sup>11</sup> Suppl. Champion Decl. at ¶¶ 5-17; *see also* Exs. 95-97 to Mot. for Sanctions.

1 to comply with discovery obligations by claiming that its opposing party is similarly delinquent.” *Id.*

2 Any issues the Front Sight Parties have with the Lender Parties’ discovery is completely  
3 irrelevant for this Motion. In addition, the Front Sight Parties have repeatedly filed numerous  
4 motions for case dispositive sanctions in this case. Each of those motions has been denied (either in  
5 whole or in part), including the Front Sight Parties’ most recent November 24, 2021 Motion for Case-  
6 Dispositive Sanctions which includes each of the complaints presented in the Front Sight Parties’  
7 Opposition. *See* Dkt. 765, Order Denying Pl.’s Mot. for Case Dispositive Sanctions, filed Feb. 18,  
8 2022.

9 **C. THE LENDER PARTIES HAVE NOT DISCLOSED “PRIVILEGED”**  
10 **INFORMATION IN SUPPORT OF THEIR MOTION IN VIOLATION OF**  
11 **NRS 48.105.**

12 Finally, in a last-ditch effort to sway sympathy from the Court, and to make the Lender Parties  
13 and their counsel look bad, the Front Sight Parties accuse the Lender Parties, and Ms. Champion  
14 specifically, of violating NRS 48.105. In fact, the primary argument in the Front Sight Parties’  
15 Opposition is how the Lender Parties have acted in bad faith by attaching settlement discussions to  
16 their Motion. But the Lender Parties have not violated NRS 48.105 and the Front Sight Parties’  
17 complaints and request to strike portions of the records should be denied.

18 NRS 48.105 governs the admissibility of settlement discussions (or offers to compromise) *at*  
19 *trial* and it specifically provides that offers to compromise are “not admissible to prove liability for  
20 or invalidity of the claim or its amount.” NRS 48.105(1). However, it goes on to specifically provide  
21 that the statute does not require exclusion of settlement discussions for another purpose, including,  
22 but not limited to, proving bias or prejudice of a witness, negating a contention of undue delay, or  
23 proving an effort to obstruct a criminal investigation or prosecution. NRS 48105(2).

24 The Lender Parties obviously have not offered communications regarding settlement  
25 discussions at trial; nor are they provided in support of the Motion for Sanctions to prove liability  
26 (despite the Front Sight Parties’ unsupported claim to the contrary).<sup>12</sup> The Lender Parties are not

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27  
28 <sup>12</sup> Opp’n at 13:16-18 (“the inclusion of a specific settlement offer . . . was disclosed for no other purpose then to insinuate liability”).

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1 arguing liability based on the merits and using the settlement discussions as part of that argument.  
2 Rather, the Lender Parties have only presented the settlement discussions as further evidence of the  
3 Front Sight Parties’ intent to avoid depositions at all costs which buttresses their request for sanctions.  
4 Put another way, because the Front Sight Parties have done *everything* they can to avoid their  
5 depositions—including, but not limited to: feigning a settlement of this case only to turn around and  
6 pretend to be “surprised” that they have to comply with the non-monetary elements of the tentative  
7 settlement agreement and filing a last minute Motion for Summary Judgment on behalf of Jennifer  
8 Piazza in a blatant effort to have her dismissed from the case the morning of her duly noticed  
9 deposition—that weighs in favor of case dispositive sanctions. Put simply, the Front Sight Parties  
10 will stop at nothing—including faking a settlement less than 24 hours before the Lender Parties  
11 proceed with their depositions—to avoid their depositions. That history can, and should be,  
12 considered by the Court in ruling on the Lender Parties’ Motion.

13 Moreover, the Lender Parties have not violated NRS 48.105 in filing their Motion. Nor are  
14 they required (as the Front Sight Parties’ imply) to first seek leave of the Court to attach the emails  
15 that relate to *both* settlement discussions and the Front Sight Parties’ depositions.<sup>13</sup> This is just a red  
16 herring argument to the merits of the Lender Parties’ Motion for Sanctions and one that should be  
17 disregarded by the Court.

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25 <sup>13</sup> The Front Sight Parties also claim—without any citation—that the exceptions for admissibility for purposes other than  
26 showing liability (as set forth in NRS 48.105(2)) do not apply when a party “violate[s] the confidentiality of the settlement  
27 discussions.” Opp’n at 19:2-4. But NRS 48.105 says no such thing. Nor does NRS 48.105 say that settlement discussions  
28 are deemed “privileged.” There is a distinction between confidential discussions (like settlement discussions governed  
by NRS 48.105) and privileged discussions (like communications governed by the attorney-client privilege or between a  
client and an accountant, as governed by NRS Chapter 49). NRS Chapter 49 contains no statutory privilege for settlement  
discussions—a distinction that seems lost on the Front Sight Parties.



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1 **III. CONCLUSION**

2 The Front Sight Parties’ Opposition makes two things clear: (1) they willfully and  
3 intentionally chose to not appear for their depositions *without justification* and (2) they did so because  
4 they thought they could get away with in in light of what they perceive to be “misconduct” by the  
5 Lender Parties. But instead of making a credible argument for why the Motion for Sanctions should  
6 be denied, the Front Sight Parties’ Opposition only provides further support of the Lender Parties’  
7 request for case dispositive sanctions. The Front Sight Parties’ failure to appear for duly noticed  
8 depositions is a big deal. It was willful, intention, and precludes the Lender Parties from completing  
9 other depositions, filing dispositive motions, or even preparing for trial. Under the *Johnny Ribeiro*  
10 factors, based on the plain language of NRCP 37(d), and based on the Front Sight Parties’ long history  
11 of doing everything they can to avoid depositions, case dispositive sanctions are warranted in the  
12 Lender Parties’ favor.

13 DATED this 24<sup>th</sup> day of May 2022.

14 */s/ Andrea M. Champion, Esq.*

15 \_\_\_\_\_  
16 Nicole E. Lovelock, Esq.  
17 Nevada Bar No. 11187  
18 Sue Trazig Cavaco, Esq.  
19 Nevada State Bar No. 6150  
20 Andrea M. Champion, Esq.  
21 Nevada State Bar No. 13461

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25 *Attorneys for Las Vegas Development*  
26 *Fund, LLC, EB-5 Impact Capital Regional*  
27 *Center, LLC, EB-5 Impact Advisors, LLC,*  
28 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 24<sup>th</sup> day of May 2022, a true and correct copy of the foregoing **REPLY IN SUPPORT OF MOTION FOR CASE DISPOSITIVE SANCTIONS ON ORDER SHORTENING TIME** was served by electronically submitting with the Clerk of the Court using electronic system and serving all parties with an email on record.

/s/ Julie Linton  
An employee of JONES LOVELOCK

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EXHIBIT “98”

EXHIBIT “98”

**From:** [Andrea Champion](#)  
**To:** [John Aldrich](#); [Traci Bixenmann](#)  
**Cc:** [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Lorie Januskevicius](#); [Julie Linton](#)  
**Subject:** RE: FSM v. LVDF - Proposed Order  
**Date:** Friday, May 20, 2022 11:45:00 AM  
**Attachments:** [image001.png](#)

---

John,

The Order Granting the TRO (which was the version your office submitted to the Court) requires that “the Front Sight Parties are to provide all bank statements for Front Sight Management LLC for the last year ***forthwith and*** in advance of the preliminary injunction hearing. As you are aware, forthwith means “without delay” or “immediately.” We expect your client to provide the financial records promptly and without further delay in order to give us sufficient time to review them in advance of the hearing next week.

Thank you for acknowledging receipt and acceptance of the subpoena.

I also have not received a response from my multiple emails about my clients’ appraiser needing access to the property. Please confirm that Front Sight will make the property accessible to the appraiser so that we can proceed with arranging an agreeable time. If Front Sight refuses, we will need to address this issue with the Court next week.

**Andrea M. Champion, Esq.**



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---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>

**Sent:** Friday, May 20, 2022 11:39 AM

**To:** Andrea Champion <achampion@joneslovelock.com>; Traci Bixenmann <traci@johnaldrichlawfirm.com>

**Cc:** Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Lorie Januskevicius <ljanuskevicius@joneslovelock.com>; Julie Linton <jlinton@joneslovelock.com>

**Subject:** RE: FSM v. LVDF - Proposed Order

Andi,

I was not ignoring you; I was in a meeting when you called. Sorry I missed you. Regarding the documents, I do not have an update for you at this time. I will let you know as soon as I know. But I note that the order requires production of documents before the hearing. As far as I know, they'll be provided before then.

As for the subpoena, while I do not have specific authority from Dr. Piazza regarding acceptance of service of the subpoena, I acknowledge that he is listed as c/o our office and I acknowledge receipt of the subpoena.

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---

**From:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)>  
**Sent:** Friday, May 20, 2022 10:09 AM  
**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)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>; Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>  
**Subject:** RE: FSM v. LVDF - Proposed Order

John,

I attempted to reach you by phone today – at both your office and on your cell phone – and was unable to reach you. Is there a reason you are ignoring my emails and calls?

**Andrea M. Champion, Esq.**



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---

**From:** Andrea Champion

**Sent:** Thursday, May 19, 2022 10:14 AM

**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)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** RE: FSM v. LVDF - Proposed Order

John,

I am writing to follow up on my emails regarding the status of Front Sight's production of bank statements for the past year as well as your acceptance of the subpoena of Mr. Piazza. Please advise.

Thanks,

Andi

**Andrea M. Champion, Esq.**



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*copies of the transmission.*

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**From:** Andrea Champion  
**Sent:** Wednesday, May 18, 2022 10:41 AM  
**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)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>  
**Subject:** RE: FSM v. LVDF - Proposed Order

John,

I am writing to follow-up on the status of Front Sight's production of all bank statements for the past year, as required by the Court.

In addition, attached is a subpoena for Mr. Piazza's appearance at the preliminary injunction hearing. Given that he is listed in the Front Sight Parties' disclosures as care of your office, we presume you will accept service on his behalf. Please confirm.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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---

**From:** Andrea Champion  
**Sent:** Monday, May 16, 2022 3:11 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)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>  
**Subject:** RE: FSM v. LVDF - Proposed Order

John,

Given that the order is for a TRO, to prevent your client from improperly transferring assets after failing to appear at each of their duly noticed depositions, we think we have given you sufficient time to review the proposed order. With that said, and consistent with my email this morning, we waited until 3:00 p.m. to submit the proposed order to the Department. You were cc-ed on that email and only responded after the proposed order was sent to the Department.

Notwithstanding, we would not agree to any of your proposed changes as the proposed order accurately reflects the record and the comments of the Court during the hearing on Friday. You are, of course, welcome to submit your competing order and we ask that you do so promptly.

Relatedly, please advise when your Front Sight will be producing all of bank statements, as required by the Court.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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---

**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>

**Sent:** Monday, May 16, 2022 3:02 PM

**To:** Andrea Champion <[achampion@joneslovelock.com](mailto:achampion@joneslovelock.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)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** RE: FSM v. LVDF - Proposed Order

Andi,

I received your first email with the proposed order on Friday at 4:17 p.m., less than one hour before



the end of the business day/week. I had already left for the day. Your e-mail this morning was at 9:46 a.m., less than two and a half business hours after your first email, and gave me a self-imposed deadline of less than 7 hours. We have corresponded before about EDCR 5.52, which gives 7 days to review an order. While I understand you feel a sense of urgency under the circumstances (and I agree I do not need 7 days to review this order), with all due respect, this is a little overboard.

At any rate, attached are my redline changes. Here are my comments, in order of appearance in your proposed order:

1. I struck "without a legitimate reason, among other basis" because that is not what Judge Williams ruled. The other language is accurate based on his comments.
2. I struck "that are covered by the Construction Loan Agreement, Deed of Trust, or UCC-1 security filing" because that language does not appear in your motion. Respectfully, you are inserting findings the Court did not make, and alleged facts which were not before the Court for consideration. This is not appropriate.
3. I struck "luxury \$25 million" because, again, that language does not appear in your motion and its inclusion is not appropriate.
4. I struck "in its entirety" because "as set forth herein" is more appropriate given Judge Williams' comments (and what the rest of the order says).
5. See #2 above (same language as #2).
6. See #3 above (same language as #3).

If you agree to my redline changes, you may affix my electronic signature and submit to the Court. If not, I will submit a competing order with a short explanation of the differences (as set forth above). Thanks.

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:** Monday, May 16, 2022 9:46 AM

**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)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** RE: FSM v. LVDF - Proposed Order

John,

I am following up on this proposed order. If you do not provide comments or your authority to affix your e-signature, we intend to submit it to the Department at 3:00 p.m. today with a note advising that you were given an opportunity to review the proposed order and did not respond.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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---

**From:** Andrea Champion

**Sent:** Friday, May 13, 2022 4:07 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)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** FSM v. LVDF - Proposed Order

John,

Attached is the draft order from this morning's hearing for your review. Please respond as soon as practicable with any proposed revisions you may have or with your approval to affix your e-signature.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



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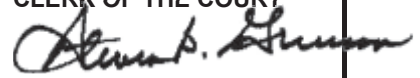
E [achampion@joneslovelock.com](mailto:achampion@joneslovelock.com)

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# EXHIBIT 4

Electronically Filed  
7/13/2022 3:04 PM  
Steven D. Grierson  
CLERK OF THE COURT



TRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\* \* \* \* \*

FRONT SIGHT MANAGEMENT LLC, )  
)  
Plaintiff, )  
)  
vs. )  
)  
LAS VEGAS DEVELOPMENT )  
FUND LLC, )  
)  
Defendant. )  
)  
AND RELATED PARTIES )

CASE NO. A-18-781084-B  
DEPT NO. XVI

**TRANSCRIPT OF  
PROCEEDINGS**

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS, DISTRICT COURT JUDGE

WEDNESDAY, MAY 25, 2022

**MOTION FOR CASE DISPOSITIVE SANCTIONS ON OST**

**RENEWED MOTION FOR SUMMARY JUDGMENT AS TO THE COUNTERCLAIMS  
AGAINST JENNIFER PIAZZA**

APPEARANCES:

FOR THE PLAINTIFF/  
COUNTERDEFENDANTS:

JOHN P. ALDRICH, ESQ.

FOR DEFENDANTS/  
COUNTERCLAIMANTS

ANDREA M. CHAMPION, ESQ.

RECORDED BY: MARIA GARIBAY, COURT RECORDER  
TRANSCRIBED BY: JD REPORTING, INC.

A-18-781084-B | Front Sight v. LV Dev. Fund | 2022-05-25

1 **LAS VEGAS, CLARK COUNTY, NEVADA, MAY 25, 2022, 10:38 A.M.**

2 \* \* \* \* \*

3 THE COURT: Okay. We have the final matter on  
4 calendar. Up next will be -- I guess it's page 11.

5 Is it page 11?

6 THE CLERK: 8 (indiscernible).

7 THE COURT: Oh, I'm sorry. Page 8, and that's Front  
8 Sight Management, LLC, versus Las Vegas Development.

9 And we'll go ahead and let you get set up, and we're  
10 going to take a quick 10-minute recess. My staff wants to --  
11 (Proceedings recessed 10:38 a.m., until 10:55 a.m.)

12 THE COURT RECORDER: We're on the record.

13 THE COURT: Okay. Thank you, ma'am.

14 I guess for the record, next up Front Sight  
15 Management, LLC, versus Las Vegas Development Fund, LLC.

16 All right. Let's go ahead and set forth our  
17 appearances for the record. We'll start first with the  
18 plaintiff. Then we'll move to the defense.

19 MR. ALDRICH: Good morning, Your Honor. John Aldrich  
20 on behalf of plaintiff and counterdefendants.

21 MS. CHAMPION: Good morning, Your Honor. Andrea  
22 Champion on behalf of defendants and counterclaimants.

23 THE COURT: All right. So once again, a good morning  
24 to everyone. And I see we have a couple of matters on the  
25 calendar for today. We have a motion for case dispositive

1 sanctions on an OST. We also have renewed motion for summary  
2 judgment as to counterclaims against Jennifer Piazza.

3 And I do realize there's been a Chapter 11 filed. Is  
4 that correct?

5 MR. ALDRICH: That's correct.

6 THE COURT: All right.

7 MR. ALDRICH: On behalf of Front Sight.

8 THE COURT: Okay. And then for the record, that  
9 would be on behalf of Front Sight Management, LLC.

10 MR. ALDRICH: That's correct.

11 THE COURT: Okay. All right.

12 MS. CHAMPION: But not, Your Honor, as to the other  
13 half.

14 THE COURT: No, I understand. That is to the  
15 individual defendants.

16 MS. CHAMPION: Yeah.

17 MR. ALDRICH: And so, Your Honor, if I may for the  
18 record, because my client has asked me to do so.

19 THE COURT: Oh, absolutely.

20 MR. ALDRICH: There has been a request by my clients,  
21 obviously, that I ask that the Court not hold the hearing this  
22 morning on these issues because a lot of these claims are based  
23 on assertions related to alleged fraudulent transfers and  
24 things like that relate to Front Sight that may be addressed in  
25 the bankruptcy.

1 I certainly understand that an automatic stay does  
2 not come in play except for the entities or people who are in  
3 bankruptcy. But I'm making that request on behalf of my  
4 clients just based on the fact that those are the allegations  
5 that are related to these alleged fraudulent transfers from  
6 Front Sight.

7 THE COURT: Okay. And thank you, sir.

8 Ma'am.

9 MS. CHAMPION: Your Honor, I e-mailed Mr. Aldrich  
10 yesterday. I did not receive a response from him, but I told  
11 him in my e-mail, and I'll say it again today. We're here.  
12 We're ready to proceed with the motions today.

13 The motions relate to separate counterdefendants  
14 individually named and the VNV Dynasty Trusts, and specifically  
15 Mrs. Piazza's motion for summary judgment, and then the  
16 individual counterdefendants and the VNV's Trust failure to  
17 appear for depositions, which is the basis of our motion for  
18 case dispositive sanctions. Those things can and should be  
19 heard despite the fact that Front Sight has declared  
20 bankruptcy.

21 THE COURT: I understand. Okay. And, ma'am, what  
22 we're going to do, we're going to hear them because there's no  
23 stay in place as it relates to the individual defendants.

24 MS. CHAMPION: That's correct, Your Honor.

25 THE COURT: Okay. All right. You have the floor,



1 ma'am.

2 MS. CHAMPION: Okay. Your Honor, at nearly every  
3 hearing, if not every hearing, that we've had for the last  
4 five months we have told you that my clients are ready to  
5 proceed with the Front Sight parties' depositions, and  
6 specifically Ignatius Piazza; Jennifer Piazza; Front Sight; and  
7 the two VNV trusts, the VNV Dynasty Trust I and VNV Dynasty  
8 Trust II.

9 At almost every one of those hearings, we've also  
10 told you that we don't think they're going to appear for their  
11 deposition. And when and if they don't, we will be here  
12 arguing a motion for case dispositive sanctions, and that is  
13 precisely what's happened and why we're here today.

14 And so acknowledging that because Front Sight has  
15 declared bankruptcy, I'm going to tailor my argument today to  
16 the remaining parties that we're going to be considering. But  
17 I want to say at the outset this is a lawsuit about a lender,  
18 Las Vegas Development Fund, who owns \$6.375 million to Front  
19 Sight. And shortly after that money was loaned, Front Sight  
20 turned around and immediately began defaulting on the  
21 construction loan agreement.

22 Now, I admit those are nonmonetary breaches at first:  
23 The failure to provide EB-5 documentation, the failure to  
24 provide access to books and records, the failure to obtain  
25 senior debt. And so the lender, like most lenders, said, What

1 are you doing? You've got to comply with the construction loan  
2 agreement. And Mr. Piazza, the owner of Front Sight, became  
3 aggressive, abrasive and immediately threatened litigation to  
4 financially ruin my clients and the lender. And that has been  
5 exactly what has happened throughout the four years of  
6 litigation.

7 Mr. Piazza's plan was always to avoid the obligations  
8 under the construction loan agreement; to delay this case; and  
9 to avoid, avoid, avoid, avoid a trial, avoid a deposition at  
10 all costs. And that is particularly true today.

11 I say this at the beginning of my argument because  
12 that is the thread through which you have to look at this  
13 motion. It's the lens in which we have to take a look at the  
14 facts that have led to this motion for case dispositive  
15 sanctions. Throughout this four years of litigation, Front  
16 Sight has brought numerous motions for case dispositive  
17 sanctions.

18 I had never argued a motion for case of dispositive  
19 sanctions before this case. I think I've argued at this point  
20 at least six or seven. And it's always been over ticky tacky  
21 stuff, simple discovery disputes, things that could have been  
22 and probably should have been addressed through a meet and  
23 confer process had there been appropriate one.

24 But the point was always that Front Sight was always  
25 trying to avoid the merits of this case, the trial, and

1 Mr. Piazza and the other Front Sight parties' testimony being  
2 taken. And that was clear as early as the preliminary  
3 injunction hearing when Mr. Piazza was only questioned and  
4 examined for approximately 20 to 30 minutes. And then all of a  
5 sudden there were some scheduling conflicts that came up, and  
6 all of a sudden that preliminary injunction hearing could not  
7 continue.

8           And so for the last four years, this case has  
9 proceeded by focusing on this blitz of motion practice that's  
10 been filed by the Front Sight parties. It's one of the most  
11 litigated cases I think I've ever been on, and I know you've  
12 mentioned multiple times that it's one of the busiest cases on  
13 your docket.

14           THE COURT: And it had been for about a year and a  
15 half or so. And then after that -- I mean, the last six months  
16 or so, we haven't nearly the level of activity in court than we  
17 had in the year and a half or two before. And I still,  
18 interestingly, I remember, I guess because of that activity, I  
19 remember a lot of the facts of this case, probably more so than  
20 most. And I still remember at the very outset I thought to  
21 myself this seems like the type of case that should have  
22 resolved.

23           In fact, I might even have ordered a settlement  
24 conference in front of Judge Gonzalez was it?

25           MS. CHAMPION: Yes, Your Honor.

1 THE COURT: Two. Two. Right?

2 MR. ALDRICH: Two of them.

3 THE COURT: Two of them. And for whatever reason, I  
4 guess they didn't resolve. It doesn't matter, and now we are  
5 where we are.

6 MR. ALDRICH: Uh-huh.

7 THE COURT: That's probably the best way to say it.

8 MR. ALDRICH: And so, you know, I've been on this  
9 case twice.

10 THE COURT: Yes.

11 MR. ALDRICH: The first time I was on this case,  
12 stood before you almost at every hearing, and I said, look,  
13 this is their plan is to win through attrition. And for a long  
14 time it was just argument until it wasn't, until last year in  
15 July, last year when Mr. Piazza proudly stood up in front of a  
16 room full of hundreds of people and said, This is my strategy.  
17 I want to bleed them out. I want to avoid a trial. And the  
18 point, Your Honor, is that we have to look at the motion for  
19 case dispositive sanctions and everything that's led up to  
20 today's hearing through that lens.

21 By the end of last year, not only was the Front Sight  
22 parties' game obvious, but the lender parties had tired of  
23 their games. In December of 2021, at that point the Front  
24 Sight parties' depositions were set to begin on January 17th,  
25 2022, on dates that the Front Sight parties specifically

1 provided. And that's after a year of Front Sight and the  
2 Piazza parties focusing on motion practice, playing this game.  
3 Well, I'm going to file motions to avoid my deposition. I'm  
4 not going to respond to your e-mails requesting dates, or I'll  
5 respond, but I'm going to give you dates months out. And then  
6 sure enough, every single time their depositions were set, at  
7 the 11th hour, there was some reason that they couldn't be  
8 deposed.

9 So fast-forward to December 2021, right before I came  
10 back into this case, and all of a sudden the Front Sight  
11 parties told the lender parties, We're just simply not  
12 appearing for our deposition. And we said to that, Excuse me?  
13 That's not an option. When you file a lawsuit, when you are a  
14 counterdefendant in a case, we have a right to depose you.

15 You know, every good litigator knows that that's the  
16 way you build a case, right. You take depositions and party  
17 depositions. We need to know what they're going to stay on the  
18 stand. We need to be able to test our theories. We need to  
19 determine if there's other witnesses in the case that we didn't  
20 know about that we only learned through depositions. We need  
21 to know if there's other documents that haven't been disclosed  
22 that we might only find out about through depositions.

23 And we said to them, That's not an option. You need  
24 to give us alternative dates or explain why you're not going to  
25 be deposed. And they said, Well, we're just not.

1           And so at the first hearing before you this year on  
2 January 12th, 2022, we told the Court exactly the problem  
3 that we were having and that the Front Sight parties were  
4 refusing to be deposed. At that point, Your Honor, we were on  
5 the sixth deposition notices for Mr. Piazza and Front Sight and  
6 I believe the fifth deposition notice for Mrs. Piazza. And the  
7 Court indicated at that hearing that you would send an order to  
8 show cause hearing on January 24th if the parties could not  
9 resolve this deposition issue and if they did not provide us  
10 with new dates.

11           Following that hearing, the Front Sight parties  
12 agreed to extend discovery and to provide deposition dates, and  
13 we had to agree to that because we had no other option. But  
14 this time, unlike the last year where they avoided their  
15 depositions, we demanded that the parties put in the  
16 stipulation that these were going to be firm deposition dates.  
17 I had never in all my practice had to put into a stipulation  
18 that depositions for parties are firm settings, never.

19           The fact that we had to do that I think speaks  
20 volumes. Because for over a year, we couldn't get these  
21 parties to sit for a deposition, and so we had to put it in  
22 that stipulation, which became an order when you signed it,  
23 that they were firm settings. In fact, the word "firm" is  
24 underlined and bolded in that January 21st, '22, stipulation  
25 and order.

1           And so the depositions were set and scheduled on  
2 dates that again the Front Sight parties provided in March.  
3 Then March rolled around, and just days before depositions, all  
4 of a sudden, the Front Sight parties wanted to settle. In  
5 fact, they were so desperate to settle before Mrs. Piazza's  
6 deposition and to avoid their depositions that after a  
7 negligible back-and-forth they agreed to the lender parties'  
8 settlement demand. That, of course, resulted in the party  
9 depositions coming off calendar temporarily while we tried to  
10 work through the settlement discussions.

11           But when we appeared, Your Honor, before you on the  
12 status check to let you know of the tentative settling --  
13 excuse me, the tentative settlement, I again made it abundantly  
14 clear that if this settlement did not materialize, that we were  
15 proceeding with party depositions, and that is clear throughout  
16 the documents that we've provided in this Court in support of  
17 our motion.

18           And sure enough, as you know, Your Honor, that  
19 settlement never materialized, and we contend that it didn't do  
20 so because, well, they never intended to do so. It was just a  
21 ploy to again avoid depositions.

22           And so after much back and forth and renoticing  
23 depositions, we again agreed to extend discovery and set the  
24 Front Sight parties' depositions on firm settings again. This  
25 time, when the parties entered into their April 6, 2022,

1 stipulation, we again put in that stipulation that they were  
2 firm settings, bolded and underlined. And, in fact, this  
3 stipulation specifically identifies the dates that each of  
4 those parties were to be deposed, with Mrs. Piazza's deposition  
5 on April 25th, Mr. Piazza's deposition on April 26th, and  
6 the VNV Trust following shortly thereafter.

7           There is no requirement in the Rules of Civil  
8 Procedure that party depositions be taken back to back over  
9 four or five consecutive days. I would almost never agree to  
10 that when I take a case because I think it's so important as a  
11 litigator to take that testimony, hear how it plays out, tweak  
12 things for the next day.

13           But if you look at this case, not only did we agree  
14 to do that, but we just repeatedly bent over backwards to try  
15 to get these party depositions done. When Mr. Hogan was  
16 counsel on this case, he agreed to take those depositions by  
17 Zoom, which with the reduced COVID numbers and all of us  
18 getting back to in person, certainly my preference would be to  
19 be taking them in person. We agreed to take them back to back  
20 to back to back on consecutive days, and we agreed repeatedly  
21 to take them on dates that the Front Sight parties provided  
22 even when that meant that we had to juggle things and move  
23 things on our own calendars to make sure that we were  
24 accommodating those dates. And that's exactly what we did,  
25 Your Honor.



1           You know, I didn't just set these depositions  
2 willy-nilly out of thin air. And I think if you look at the  
3 record, the only time that the lender parties ever set  
4 deposition dates on dates that the Front Sight parties did not  
5 specifically provide it was when Mr. Hogan was on the case, and  
6 he had repeatedly asked for deposition dates, and he wasn't  
7 provided any.

8           And so then what other option did the lender parties  
9 have but to notice them up. And then when they came back and  
10 said, look, we're not available, but here's when we are, we  
11 renoticed them. And I think the history here demonstrates that  
12 the lender parties did everything, I mean, we did everything we  
13 could to get these party depositions taken and done. I mean,  
14 that the fact that we put in the stipulation twice that these  
15 were firm settings, that these depositions had to go forward,  
16 that every single time I stood before you and told you --

17           THE COURT: And, Ms. Champion, I do get that. I do  
18 understand there's no requirement under the rules as it  
19 pertains to firm settings. And I do realize this was a highly  
20 contested case.

21           But at the end of the day, if you set someone's  
22 deposition and they're a party and they fail to show and you  
23 take a nonappearance, that's problematic for the adverse party,  
24 and there has to be a good reason why they didn't show.

25           MS. CHAMPION: Yes.

1 THE COURT: And what concerns me more than anything  
2 is the history of this case as it relates to the attempts to  
3 take a party's deposition because you have a duty and  
4 obligation if you file a lawsuit to participate in discovery,  
5 right.

6 MS. CHAMPION: So then let me move exactly to that  
7 point, Your Honor.

8 THE COURT: Yes.

9 MS. CHAMPION: Before the depositions on  
10 April 25th, we were here in front of you on a status check.  
11 Mr. Aldrich did not say to me, or you, to anyone that morning  
12 that the Piazza parties -- that Mrs. Piazza, whose deposition  
13 was set for that day just an hour and a half later, was not  
14 attending her deposition. There was no explanation. Hey,  
15 look, something happened. Mrs. Piazza can't make it. There's  
16 been an emergency, a scheduling conflict, something that's  
17 arisen, right.

18 And certainly, if you look at the history of this  
19 case, they knew how to do that because they filed motions for  
20 protective order when we set them on dates that they didn't  
21 like. And we repeatedly worked with them.

22 Instead what happened is that Mrs. Piazza just failed  
23 to appear, and we didn't even get a notice in advance. I got  
24 an e-mail one minute before her deposition with no explanation  
25 whatsoever.

1           The very next day we were scheduled to take Ignatius  
2 Piazza's deposition. Mr. Aldrich and the Front Sight parties  
3 at no point before that date told me that he was not going to  
4 appear. And, Your Honor, I mean, if Mrs. Piazza didn't appear  
5 and something happened, someone should have told us, right.  
6 There should have been a call to the department. Hey, look,  
7 something has happened, and these parties can't proceed. That  
8 just didn't happen because there was, again, no reason, no  
9 justification for the failure to appear. Instead, Mr. Piazza  
10 just simply no-showed.

11           It happened again that Thursday the 27th with the VNV  
12 Dynasty Trust I. Just minutes before that deposition, I  
13 received an e-mail for the first time that the VNV Trust was  
14 not appearing for their deposition. Again, no explanation was  
15 provided, no justification, no call to the department, no  
16 nothing.

17           Then we appeared in front of you, Your Honor, that  
18 Friday on our application for TRO. And at that hearing we had  
19 a dialogue about what a big deal it was that parties just are  
20 no-showing for the depositions. I think you said you just can't do  
21 that without justification.

22           And still there was no communication about the VNV  
23 Dynasty Trust deposition which was scheduled for the very next  
24 business day that Monday. Instead the VNV Dynasty Trust and  
25 Mr. Aldrich, their counsel, just failed to appear, no-show, no

1 explanation at all. In fact, that time I didn't even get an  
2 e-mail minutes before giving me a courtesy heads up that they  
3 weren't showing. So I continued the deposition for a few  
4 minutes, sent an e-mail to Mr. Aldrich reminding him that the  
5 deposition was scheduled and asking if they were appearing. I  
6 received no response. The VNV Dynasty Trust also decided to  
7 just not show up.

8 Party depositions are a big deal, and you can't just  
9 show up [sic] without any justification. Mr. Aldrich admitted  
10 to at the last time that we were before you that he had no  
11 explanation or additional facts beyond the e-mails that he sent  
12 me just minutes before those depositions. In other words, he  
13 had no reason why his clients failed to appear, and you don't  
14 see any in the opposition either.

15 They don't even try to come up with a reason. There  
16 is no declaration from Mrs. Piazza or Mr. Piazza saying, Your  
17 Honor, I had an emergency. Here's what happened. This is why  
18 I couldn't appear. None. They just figured, you know what,  
19 let's no-show. Let's roll the dice and say so what. Let's see  
20 what the Court does. And, Your Honor, for the last five months  
21 we've told you what we were going to do if that happened, and  
22 that's to file the exact motion that we're here before you  
23 today.

24 We're all aware of the standard on a motion for case  
25 dispositive sanctions and the *Johnny Ribeiro* factors because

1 we've argued them a number of times, but I want to go through  
2 them briefly.

3           And so the first is degree of willfulness. The fact  
4 that these parties appeared [*sic*] without explanation,  
5 justification or any prior notice is the epitome of  
6 willfulness. They could not have been more willful. And as  
7 you know, Your Honor, under Nevada law, willfulness weighs  
8 heavily in favor of case dispositive sanctions.

9           The second, the extent to which the nonoffending  
10 party, here the lender parties, would be prejudiced by a lesser  
11 sanction. That's the primary opposition that you see to this  
12 motion. In fact, they don't even really dispute that they  
13 should be sanctioned. Rather the argument is, well, just let  
14 us have a redo. Let us be deposed in July. Let us pay for the  
15 nonappearances. That's not sufficient, Your Honor.

16           It's not sufficient in light of the history of this  
17 case. It's not sufficient given that Front Sight was noticed  
18 to be deposed ten times, Mrs. Piazza eleven times, the VNV  
19 Dynasty Trust five times. These aren't just one off, something  
20 happened, let us try again, let us give you dates. If that was  
21 the case, I would have never filed this motion, and I wouldn't  
22 be standing here arguing it today. Instead it's this pattern,  
23 the intentional avoidance that demonstrates these parties have  
24 no intent to be deposed, none whatsoever.

25           In fact, you know, there was a new administrative

1 order that came down, I believe just last week, from the  
2 District Court that addresses depositions specifically. And in  
3 that administrative order it says that if you have a scheduling  
4 conflict, you can't appear, it's on the party who has that  
5 scheduling conflict to immediately advise the other side and to  
6 provide dates. They didn't do that, not even, you know, before  
7 we filed this motion and they knew it was coming. They waited  
8 until the motion was filed, and they waited until it became an  
9 issue before turning around and saying, well, you know what,  
10 we'll give you some dates in a couple of months after the close  
11 of discovery.

12 Your Honor, based on the history of this case,  
13 there's no way those parties are going to be deposed. They're  
14 just going to come up with another scheduling conflict.  
15 They're going to no-show again. I think the pattern and the  
16 history of this case demonstrates just that.

17 Third, the severity of sanction relative to the  
18 severity of a discovery dispute -- abuse, excuse me. The  
19 failure to appear for party depositions is a big deal. It is  
20 one of the most severe discovery abuses there could be, and it  
21 warrants severe sanctions.

22 Fourth, whether any evidence was irreparably lost.  
23 We have no testimony from any of the counterdefendants or from  
24 Front Sight, none. And so how exactly are we going to proceed  
25 to trial in a few months on these claims? We can't.

1           The sixth factor, policy favoring adjudication on the  
2 merits. Your Honor, this factor typically weighs against case  
3 dispositive sanctions, but here it actually weighs in favor.  
4 We cannot proceed to trial without depositions. We cannot  
5 prepare dispositive motions without depositions. We cannot get  
6 an adjudication on the merits, period.

7           And the last factor, the need to deter parties and  
8 future litigants from similar abuses. The worst possible  
9 outcome today would be granting a lesser sanction in favor of  
10 Mrs. Piazza and Mr. Piazza and the two VNV Dynasty Trusts  
11 because it would send a message to them that they can continue  
12 to engage in discovery abuses, that they can continue to play  
13 games and avoid their depositions so then they can just stretch  
14 this case out as long as they can.

15           And beyond this case, it would send a message to  
16 future litigants that you can walk into court, waste  
17 four years, millions of dollars --

18           THE COURT: Well, and I think it even -- to not show  
19 up for your deposition is -- that's -- and you don't have to  
20 say firm setting. You've got to show up for your deposition,  
21 right, without a legitimate basis for not showing up, and  
22 especially in a case where you've had history of depositions.

23           And I don't mind saying this. As a trial judge, I  
24 try not to be heavy handed, you know, but, you know, just  
25 because you make a determination at the end of the day where

1 you've tried to marshal a case to trial, and if I have to make  
2 a determination such as being what's being requested today,  
3 that doesn't mean I'm being heavy handed either. All it means  
4 is I am following the mandate of the rules and the case law of  
5 the State of Nevada. That's all it means.

6 MS. CHAMPION: Your Honor, I agree, and I think you  
7 said it at the last big motion for case dispositive sanctions  
8 that was Front Sight's motion. I think after hearing hours of  
9 argument what you said to Mr. Aldrich is something that I go  
10 back to, which is that to get case dispositive sanctions there  
11 has to be something so severe, and the example you gave in that  
12 hearing was parties not appearing for deposition. And it was  
13 probably the example you gave because not only is it one that's  
14 repeatedly acknowledged by the Nevada Supreme Court, but it's  
15 something that we've been telling you and had been telling you  
16 at that months leading up to that hearing was likely going to  
17 happen. And even after that hearing, they didn't appear.

18 I mean, I agree, I should never have to say this is  
19 your firm deposition setting to a party. Never. I mean, I  
20 have had to say it so many times in this case because we just  
21 didn't think they were going ever to appear.

22 I am happy to answer any questions you have, Your  
23 Honor, but at this point, I think you've heard enough from me.

24 And we request that you order case dispositive  
25 sanctions as to Mrs. Piazza, Mr. Piazza and the two VNV Dynasty



1 Trusts.

2 And specifically, Your Honor, and to be very clear on  
3 the record, we are only asking you to strike their answers and  
4 affirmative defenses, which essentially establishes liability,  
5 but we are not asking you at this time to rule on damages,  
6 which under Nevada Supreme Court law does not require an  
7 evidentiary hearing.

8 THE COURT: I understand that. And thank you.

9 Okay. Mr. Aldrich, sir.

10 MR. ALDRICH: Good morning, Your Honor. I'm sure  
11 you'll be surprised to hear that I would like the Court to  
12 consider a different history of the case. But --

13 THE COURT: Mr. Aldrich, I always enjoy listening to  
14 you, sir.

15 MR. ALDRICH: Okay. Thank you.

16 THE COURT: So don't worry about that.

17 MR. ALDRICH: Let me -- let's start with the --

18 THE COURT: And that goes for Ms. Champion also,  
19 right.

20 MR. ALDRICH: I'll start with the easy, slash, hard  
21 part. It's easy because we agree on it, and it's hard because  
22 I don't like where I'm standing.

23 Our clients' depositions were noticed. My clients  
24 did not appear. That's not in dispute. And with regard to  
25 what happened there and me sending an e-mail, whether it was a

1 minute or five minutes before the depositions, that's correct.  
2 That happened.

3           So I want to talk about obviously the severity of the  
4 case dispositive sanctions and the history of this case. Your  
5 Honor, you and I are the -- and Mike and the other staff here  
6 are the ones who have been here from the beginning, and we've  
7 watched this play out. And I started off my opposing brief by  
8 saying this case is approaching four years old, and discovery  
9 has been open for what was approaching through three years old  
10 now since the discovery opened.

11           The Court will recall that from approximately July  
12 of 2019 until around December of 2020, January 2021, we,  
13 meaning myself and my clients, brought motion after motion  
14 after motion just trying to get adequate discovery responses.  
15 We were trying to get requests for production of documents  
16 responded to. Those came to us with objection after objection  
17 that were boilerplate for literally a thousand requests.

18           We got answers to interrogatories that were many,  
19 many objections. Obviously Ms. Champion wasn't in the case at  
20 the beginning, and when she came in the case and started  
21 working on it, we did start to get some information which we  
22 were grateful for, but we also got new sets of objections. And  
23 this is how the first year and a half went.

24           And we did bring a motion for case dispositive  
25 sanctions at the end of last year. Interestingly enough, we

1 brought that motion. I know it was long. We gave lots of time  
2 for a response; I think it was five weeks. And we came and  
3 argued that in front of the Court. In this instance, we got it  
4 on an order shortening time, and I got a week to respond and  
5 with a whole bunch of characterizations of discovery -- or I'm  
6 sorry, settlement discussions and things like that, which I'll  
7 get to in a minute.

8           But in the last year or so, as I outlined in our  
9 opposition on page 5, we've taken 14 depositions, and we, you  
10 know, had to come back and ask for more time with regard to  
11 Mr. Dziubla and all of those things, but we've done our part.  
12 We've also, at least my office has, disclosed tens of thousands  
13 of documents on behalf of the defendants that are here today.  
14 We've produced tax returns and everything for VNV Trust, for  
15 the Piazzas. Like, all of that information has been provided.  
16 And so it's not like we've been completely uncooperative  
17 throughout this process.

18           And quite the contrary, additionally, I would note --  
19 I know I've already argued my motion for case dispositive  
20 sanctions, but I outlined in that that there were multiple  
21 orders from this Court ordering the defendants to provide  
22 discovery that they then violated again. That's why I brought  
23 the motion.

24           So I understand that -- we've talked about this  
25 before, sort of the goose-gander argument is not always the

1 best argument, but in this instance, when the Court looks at  
2 what has happened on the other side as well, a one-time  
3 nonappearance at a deposition and a one strike you're out is  
4 extreme.

5 Now, I want to talk about the history of setting  
6 these depositions. We spent quite a bit of time and put  
7 several tables in our opposition, and I'd like Your Honor to  
8 watch those closely because what we keep hearing is  
9 Mrs. Piazza's deposition was set 11 times.

10 Well, if we look at the table, it goes through. It  
11 was first set last June on a date that they were not available.  
12 We didn't have a request for any dates. The deposition simply  
13 was set.

14 I sent an e-mail to Mr. Hogan, probably talked to him  
15 on the phone as well, and said they're not available then, but  
16 I've got you some dates after June 10th.

17 When those depositions -- I noted on here that the  
18 Second Amended Notice was never actually served, but the  
19 deposition was then set -- moved from June 4th to  
20 June 21st. Well, I had given a date after June -- or  
21 July 10th, but it was set on a different day. And so we had to  
22 move forward and get different dates. Then they did not set  
23 the deposition in July for the dates we had given. Instead  
24 they gave them -- set it for some dates in August.

25 Now, that's the one I believe where there was a

1 daughter was having a surgery or something. We let them know.  
2 They didn't want to take it off. We had to do a motion for  
3 protective order. That was never opposed.

4 Then we had some more dates -- depositions set. We  
5 had to do another motion for protective order that wasn't  
6 opposed. And I walked through these different things that  
7 happened.

8 It gets even more interesting when we get down in  
9 this --

10 THE COURT: You know what it is though, and here's  
11 the thing, and I realize the parties, lawyers could have good  
12 faith arguments regarding the sufficiency of responses to the  
13 discovery requests, interrogatories, requests for production of  
14 documents. I kind of -- I get that.

15 And on an issue-by-issue basis, depending on what the  
16 issue is, ultimately I might give sanctions -- I might -- or  
17 attorney's fees. In the general sense, and I think most courts  
18 don't do this, they don't strike answers based upon those types  
19 of events unless it's really, really egregious. For example,  
20 not responding at all, right, that's a different level.

21 But here's my point, and one of the things I wanted  
22 to make perfectly clear I guess, at one of the prior hearings  
23 as we discussed case dispositive sanctions, not showing up to a  
24 deposition that's duly noticed would be akin to not responding  
25 to interrogatories or not responding to requests for production

1 of documents and except it's probably at a higher level.

2 And the reason why I say that is this: The parties,  
3 especially in this case because they have individual claims,  
4 right, and/or counterclaims, they have defenses, and so the  
5 adverse party has a right to take their deposition. And then I  
6 look at the history of the scheduling of the depositions, and  
7 say maybe 50 percent of them are -- have merit, and maybe some  
8 don't or whatever.

9 But here's my point. All I was doing at the one  
10 hearing I think Ms. Champion raised was this: I was trying to  
11 tell everyone, look, if your deposition is noticed, you've got  
12 to show up. Nothing more. Nothing less. You've got to show  
13 up for the deposition.

14 And so two things have occurred, I think. I just  
15 want to make sure I'm factually correct. Number one, there was  
16 never any indication of a no-show. And just as important too,  
17 I mean, hypothetically, if someone said, look, I got stricken  
18 with COVID, and I could not appear, and I have a doctor's  
19 excuse or something like that, even if they didn't call, of  
20 course I'm going to take that into consideration. Because  
21 things, even in light of this tortured procedural history going  
22 both ways in this case, I get that. But I said, Look, you've  
23 got to, I mean, hopefully it was like a scream for me as a  
24 trial judge. Look, I want this case decided on the merits, but  
25 everybody show up for your depositions, or case dispositive

1 sanctions might be applicable or not. Of course, I can't give  
2 an advisory decision like that, but the rules -- we have really  
3 sophisticated litigators involved in this case.

4 And the only reason I bring that up, I find it  
5 troubling that in light of the history of this case they  
6 wouldn't show.

7 MR. ALDRICH: I hear you, Your Honor. So let me make  
8 this point. Your Honor, said --

9 THE COURT: Go ahead. Make the point. But and  
10 that's my concern. They didn't show.

11 THE CLERK: I understand.

12 THE COURT: Especially in this case of all cases  
13 where everything is being tested and litigated. So, but go  
14 ahead, Mr. Aldrich. I'm listening.

15 MR. ALDRICH: And I understand what Your Honor is  
16 saying. So and Your Honor said it's akin to not answering  
17 discovery at all.

18 THE COURT: Right.

19 MR. ALDRICH: I concede that point which makes me go  
20 back to what I already said which is how many times did I have  
21 to come before the Court where I got over a thousand responses  
22 to discovery with absolutely no reference to documents,  
23 nothing, nothing but objections that were boilerplate. Then  
24 Your Honor ordered them, not just a violation of a rule, which  
25 is what we have here, right, they set a deposition. It's duly

1 noticed. They don't show up. They violated a rule. They're  
2 supposed to follow the rules. I agree, okay.

3 But what happened with -- on the other side is they  
4 didn't respond to written discovery over and over again. Then  
5 Your Honor ordered them to do it, and they didn't.

6 What does Rule 37 say? You can sanction for  
7 violating a rule or order. In my 23 years of practice, I've  
8 seen sanctions come along, but usually it's a lesser sanction,  
9 then a more severe one, and then a bigger sanction. Why?  
10 Well, because usually it's a violation of a rule. Then there's  
11 a motion to compel, which is pretty standard. Okay. Someone  
12 doesn't appear for a deposition. What's the normal course?  
13 Motion to compel, okay. Then -- because they violated a rule.

14 Then the Court says, hello, Mr. Defendant. You have  
15 to show up on this day, and if you don't, there's going to be a  
16 sanction. Then they violate the order. Then you're closer to  
17 a more severe sanction, okay. And that's where we are here.  
18 My we have my clients, by nonappearing -- and I've said it the  
19 brief --

20 THE COURT: Do you even have a reason why they didn't  
21 appear?

22 MR. ALDRICH: Your Honor, I was told they were not  
23 available. I am -- you know, I don't have that they had COVID  
24 or anything else.

25 THE COURT: But you see why I am trying to -- I mean,



1 and here's the -- typically, if there is a failure to respond  
2 to discovery or whatever, lawyers will give a reason. It might  
3 not have a lot of merit, but it kind of -- something I can take  
4 into consideration. That's probably the best way I can look at  
5 it.

6 So, but my question is this: What do I do now,  
7 Mr. Aldrich, because I have no explanation for the  
8 nonappearance?

9 MR. ALDRICH: But it's really simple, and I put it in  
10 my papers. We gave dates, and I believe they're end of June  
11 and into July that they're available. I sent those to  
12 Ms. Champion. I believe it was while Your Honor was  
13 considering the OST because the response I got back from her  
14 was, well, we've already filed the motion. So we're going to  
15 move forward. But I believe I hadn't received the motion yet  
16 when I sent those over. I could be wrong. I can double check  
17 that.

18 But this goes to these elements that we talked about,  
19 right, in the *Young versus Johnny Ribeiro*. Is a lesser  
20 sanction going to work? Yeah, a lesser sanction is going to  
21 work. You issue a sanction for them having to pay a court  
22 reporter to be there, and then you order them to appear on a  
23 date certain for their deposition. Now, I would ask that that  
24 be the dates we gave, but -- because it happens to fit my  
25 schedule, but we will work around whatever the Court orders to

1 happen.

2 But that's the reason that case dispositive sanctions  
3 don't apply. Because there is a very easy lesser sanction, and  
4 that is monetary sanction for the court reporter, and then what  
5 would normally happen when someone violates a rule which is a  
6 motion to compel and a court order saying comply. So the Court  
7 then says to my clients you need to appear on these dates. And  
8 if you don't appear, then sanctions -- you know, whether the  
9 Court wants to say case dispositive sanctions or sanctions or  
10 whatever, you know, may be imposed. But that is -- that is  
11 easy. It's an easy fix.

12 And it also goes to why there is no prejudice, okay.  
13 I recognize that Ms. Champion prepared for depositions. They  
14 have to be prepared for anyway, and all that work still goes  
15 towards taking these depositions if the Court orders them to  
16 appear. And that leads to the case being heard on the merits.  
17 That lets everybody hear the merits of the case, and it is in  
18 line with what has happened in the prior history of this case,  
19 which is you didn't comply with the rule. Here's a motion to  
20 compel, order granting the motion to compel. Comply or else.  
21 And that is an easy fix, and that is why case dispositive  
22 sanctions are not appropriate here.

23 I have gone through the opposition. I'm sure the  
24 Court read it. I went through in my opposition and countered  
25 many of the things that were said about the settlement.

1 THE COURT: I will just say for the record, as far as  
2 the settlement issues, I kind of ignore those. I do.

3 MR. ALDRICH: Okay.

4 THE COURT: I mean, I do. And the reason why I say  
5 that is this: Settlements happen. Sometimes they don't. I  
6 realize there's -- in almost all cases there's some level of  
7 settlement discussion, sometimes very serious, sometimes not,  
8 but that doesn't bother me.

9 The issues that really are of concern is, for  
10 example -- and I'm looking at your opposition. I'm looking at  
11 page 6 and just going through all these notices for the  
12 depositions. And say hypothetically, Mr. Aldrich, and let's  
13 kind of go down this road, say they -- there was a no-show, and  
14 I ordered, and they didn't show up. But when you look at the  
15 history of it, we have here from what I can tell or at least  
16 according to your own calculations on some level, there were,  
17 from what I can gather, ten notices sent to Jennifer Piazza as  
18 to -- it relates to setting her deposition.

19 MR. ALDRICH: Well, one of the notices didn't go out.

20 THE COURT: Okay. So we'll make it nine.

21 MR. ALDRICH: Okay. Two of the notices, the first  
22 two were on dates that no one asked about, and they weren't  
23 available. And the second one was set after we gave them  
24 dates.

25 THE COURT: Okay.

1 MR. ALDRICH: Okay. And then --

2 THE COURT: But my point is this, and, as a lawyer, I  
3 don't mind telling you this. I mean, you try to have courtesy  
4 to counsel, but I used to find that trying to get dates was a  
5 waste of time. I would notice it, and then we can talk about  
6 dates later, right, because I'd want to get it out there  
7 because I realize we have a ticker we're dealing with as to the  
8 Rule 16 scheduling order, and you want to move the case along.  
9 And so I just noticed them, and then, of course, I'd give the  
10 adverse party time to move it if it's inconvenient.

11 MR. ALDRICH: Which we did. We gave -- then we said  
12 that's not going to work, and we gave other dates. And then  
13 they set them on dates that he wasn't available.

14 And as Your Honor walks down this chart, then we had  
15 to file a motion for protective order twice. They went  
16 unopposed, okay --

17 THE COURT: And which dates? When I look at this  
18 chart, the matrix, which one --

19 MR. ALDRICH: That's the Third and Fourth Amended  
20 were both ones that we had to file a motion for protective  
21 order on that were not opposed.

22 THE COURT: Okay.

23 MR. ALDRICH: Okay. So now we're on the -- so the  
24 second was never served.

25 The third and fourth, we did motions for protective

1 order that weren't supposed because we didn't agree on the  
2 dates.

3           The first two were on dates we hadn't agreed to. And  
4 one of them was this date specifically we had said we weren't  
5 available. So now we're down to the Fifth Amended, which set  
6 those for 11/15. Well, as I explain in here, on 11/12, I had a  
7 conversation with Ms. Lovelock and Mr. Hogan, and we talked  
8 about various issues, and they needed more time for discovery.  
9 We extended the discovery deadlines, and they moved to those  
10 depositions. Those were moved by agreement.

11           Now, the dates that we gave were in January. The  
12 amended notice didn't actually get sent for six weeks. So we  
13 extended discovery 60 days, and nothing happened. Because  
14 we're already done with our depositions, right, and the Court  
15 will recall we twice asked -- had to come and ask the Court for  
16 more time after all the stuff that was going on the first  
17 couple years of the case, and we had -- not only did we not get  
18 an agreement, we had to come in here and fight tooth and nail  
19 to get more time. Here they asked for more time; we gave it.

20           Then six weeks passed before the notice came out at  
21 that point that I was informed that they weren't available.

22           And then we have another time where we extended the  
23 discovery again. Not to mention that during the course of our  
24 settlement discussions, Ms. Champion made it clear to me that  
25 if they didn't settle that she was going to need time to take

1 the depositions that were not being taken. And I agreed to  
2 that. So we've been here cooperating, giving more time for  
3 these things to happen.

4 So when you -- that's why I put the table in here, is  
5 because when you really look at it, this is a one strike you're  
6 out, right. They did not appear for this deposition that was  
7 duly noticed. One strike you're out. It's a violation of a  
8 rule, much like not responding to interrogatories, much like  
9 not responding to requests for production of documents.

10 What normally happens is there's a motion to compel  
11 and an order that says show up on this day, or there's going to  
12 be a more harsh sanction. That's what this -- that's why I  
13 made the chart for each of these is because that, when you  
14 understand the real facts -- yeah, they should have shown up.  
15 I don't have a way around that. But it's not as bad as it  
16 sounds. And then --

17 THE COURT: Well, here's my question: What about,  
18 for example, the Seventh amendment -- Amended Notice of  
19 Deposition? It's my understanding that was served on 2/2/2022?

20 MR. ALDRICH: Yes.

21 THE COURT: And I'm just looking at the chart.

22 MR. ALDRICH: That just simply changed the location  
23 of where the deposition was going to take place.

24 THE COURT: Okay. And I see that. But why was there  
25 no appearance at that deposition?

1 MR. ALDRICH: Those were the depositions that  
2 ultimately came off because we were having settlement  
3 discussions.

4 THE COURT: So that would have been the Seventh and  
5 Eighth Amended Notices?

6 MR. ALDRICH: Yes.

7 THE COURT: Because the Seventh it looks like a  
8 change of location. Looking at note --

9 MR. ALDRICH: Right. So going from Seventh to  
10 Eighth, it was a change of location. So the Eighth had the new  
11 location in it. And then we -- it was taken off pursuant to  
12 settlement discussions.

13 And then the Ninth Amended Notice, when we were  
14 having settlement discussions, initially Ms. Champion agreed  
15 when we agreed on an amount and to provide documents, she  
16 agreed to move the depositions one week.

17 And in the motion there's some discussion about how I  
18 was delaying. I disagree, and we ended up having a conference  
19 call with their EB-5 counsel on Wednesday afternoon, and, you  
20 know, it just didn't come together that fast. And in the  
21 afternoon, when Ms. Champion had given me a 3:00 o'clock  
22 deadline to respond to an e-mail -- or maybe at 2:00 o'clock, I  
23 sent it just after 3:00, and they went ahead and set the  
24 deposition kind of as a -- I took it to be sort of to exert  
25 pressure, that they were just going to go back to taking

1 depositions, and the settlement was falling apart.

2 We provided documents, not all of them, but some of  
3 the documents before 5:00 o'clock. I don't remember what time  
4 that afternoon, and then they took that deposition off. So  
5 that was another agreed.

6 So that's why we're back to the deposition where they  
7 ultimately didn't appear, and so one strike you're out. That's  
8 why I'm saying that. Okay. So --

9 THE COURT: No, go ahead, sir. I'm listening.

10 MR. ALDRICH: All right. So I want to go ahead and  
11 address the case dispositive sanction piece and the *Young*  
12 *versus Johnny Ribeiro* elements.

13 And I've got it in my brief at page 19, nice and  
14 bold, that case terminating sanctions are a last resort,  
15 appropriate only when no lesser sanction will do. That goes  
16 back to what I said before. There's an easy fix here. Order  
17 them to appear, or they're going to have a more severe  
18 sanction, and otherwise -- I mean, last resort, one strike  
19 you're out; that's not last resort.

20 Now, the willfulness piece I've addressed a little  
21 bit, and I understand kind of where I'm standing on that piece.  
22 I mean, the case law, when it talks about willfulness though,  
23 they talk about destroying evidence. A lot of cases are about  
24 that. *Young versus Johnny Ribeiro* itself was about fabricating  
25 evidence. Here we just haven't had -- defendants have had a



1 chance to take the depositions. That is not -- there's not  
2 some willful destruction or something like that going on.

3 THE COURT: Well, why isn't there? And the reason  
4 why I say that is this: When it comes to depositions and the  
5 failure to show, it's akin to spoliation, not presenting  
6 evidence you're obligated to present during the course and  
7 scope of litigation. Because the only difference from a  
8 substantive perspective would be this. We might not be talking  
9 about photographs or video tapes, like in *Bass-Davis*, but we're  
10 talking about testimony that's just as important, and it's the  
11 testimony of a party. And so the failure to attend is  
12 precluding the other side from having an opportunity to find  
13 out specifically what is that evidence and potentially test it  
14 down the road.

15 MR. ALDRICH: Sure. And I don't disagree with that,  
16 but what I'm saying is one strike you're out, you didn't show  
17 up to this deposition, so it's over? No. Usually it's a  
18 motion to compel and whether you try case dispositive sanctions  
19 or not, the court says you've got to show up for your  
20 deposition on this date certain, and that's what I'm  
21 essentially asking the Court to do. And I under -- I've  
22 already addressed the potential monetary sanction and all that  
23 stuff. But this is -- the case law is case terminating  
24 sanctions are a last resort. And then we walk through these  
25 elements.

1 THE COURT: And I do understand that. I mean,  
2 because I --

3 MR. ALDRICH: And if I may, Your Honor?

4 THE COURT: -- I don't mind saying this. I mean,  
5 I've done it a few times. In fact, the last time I issued case  
6 dispositive sanctions, I think I got it right because they  
7 ultimately settled the case in the interim. So it was a really  
8 fascinating case. I won't go into detail on that one, but I  
9 didn't pull the trigger until the very end, but -- and there  
10 was a lot there. There's a fairly significant history, and the  
11 only thing they asked me to do, it was the defense, and they  
12 said, Judge, can you delay your hearing -- your decision on one  
13 issue. I forget what it was. I can say it now because the  
14 case is settled, but I did that on purpose so they could  
15 settle, and they actually settled the case. And it was a big  
16 case too, a big tort case.

17 But go ahead, sir.

18 MR. ALDRICH: Like, yeah, this was a big case too we  
19 were trying to get settled, but there was -- there were a lot  
20 of moving pieces and some things were a big surprise for us.

21 THE COURT: Oh, I understand.

22 MR. ALDRICH: But nonetheless, defendants will not be  
23 prejudiced by a lesser sanction, okay. That's the second  
24 element. They won't be prejudiced because Your Honor can just  
25 order them to show up, and they get the testimony that they're

1 looking for. That's -- and then they're not prejudiced.  
2 That's easy. Easy solution. Not a last resort.

3           The third element, case dispositive sanctions are  
4 grossly severe compared to the discovery violation. I've kind  
5 of already talked about that. It's a violation of a rule. I  
6 concede that. There's an easy fix for it, which I've already  
7 talked about; order them to come on a date certain.

8           No evidence has been irreparably lost. It hasn't  
9 because the testimony --

10           THE COURT: No, I understand that. Here's my  
11 question though, and you answer this for me. And I understand  
12 what your position is. But what about the failure to attend by  
13 a party and no excuse given whatsoever?

14           MR. ALDRICH: But, Your Honor, what I am -- I  
15 understand what you're saying, and I've given the information  
16 that I have.

17           THE COURT: No. No. I'm not talking -- I'm not  
18 calling you out on it. Mr. Aldrich, trust me --

19           MR. ALDRICH: No, I understand.

20           THE COURT: -- I respect the work you've done. I've  
21 had you on many cases, and I have no question about that. I'm  
22 just talking about the action of the party not showing up,  
23 number one; and number two, not even giving me a reason for it.

24           Judge, I had the flu, or I had a headache, or I had  
25 migraines, or I had transportation issues, something. And the

1 reason why I bring that up, I mean, without an adequate  
2 explanation, what inference can I draw based upon the failure  
3 to attend? That it was done potentially intentionally; right?  
4 Because I don't have any other evidence to look at other than a  
5 voluntary no-show.

6 MR. ALDRICH: I hear what you're saying. Again, I go  
7 back to it's a violation of a rule, right, just like sending --  
8 responses to requests for production that have only boilerplate  
9 objections and no responses for, you know, over and over again.  
10 It's a violation of a rule. What is the proper procedure at  
11 that point? Motion to compel. Order granting the motion to  
12 compel. That's the proper procedure here, right. The Court  
13 can count the motion for case dispositive sanctions as a motion  
14 to compel, enter an order for him to be here to testify.

15 But this is a one strike you're out. I hear what the  
16 Court is saying on that particular issue, but this is -- when  
17 you look at these elements from *Young versus Johnny Ribeiro*,  
18 there's an easy fix, and there's no evidence that's been  
19 irreparably lost. Remember, most of these cases are spoliation  
20 or fraudulent evidence. Evidence hasn't been irreparably lost.

21 THE COURT: But the --

22 MR. ALDRICH: Your Honor, tells them to show up for a  
23 deposition, and they show up.

24 THE COURT: But isn't *Johnny Ribeiro* or some of  
25 the -- one of the factors I have to consider as a trial judge

1 was potentially halting the adversarial process. And the  
2 reason why I bring -- and I know that's discussed in some of  
3 the cases because at the end of the day that's what happened.

4 And so when someone fails to attend a deposition  
5 without any explanation at all, isn't that essentially halting  
6 the adversarial process?

7 MR. ALDRICH: No. Because Your Honor can move the  
8 process forward by ordering them to appear by the regular  
9 course of how things normally go.

10 And it goes back to my issue, and I understand that  
11 we disagree on this, but I have taken the position, and I stand  
12 by it, that some of this is fabricated by taking so long  
13 through the discovery process and not making this happen  
14 sooner, right. So we are close to the end of discovery.  
15 There's a trial coming. Interestingly enough, the alleged  
16 prejudice, if there is any, is that now we don't have time to  
17 take the depositions in the order we want to take them, which  
18 I'm not taking issue with anyone wanting to do things in a  
19 certain order. But as time passes, sometimes you have to do  
20 something different.

21 But the case isn't going to go trial against Front  
22 Sight in October or whenever it is that it's set. So  
23 everything is going to get pushed anyway. So there's no  
24 prejudice. We can push the discovery dates out far enough that  
25 they are able to take the depositions that they want to take in

1 the order they want to take them, including the experts and  
2 everything else, and it solves the problem completely. There's  
3 no evidence that's irreparably lost. You get trial on the  
4 merits. It's a lesser sanction that works just fine.

5 And as far as the need to deter any future conduct,  
6 the Court sets an order -- or sets the depositions, orders them  
7 in an order, and they have to show up. That right there deters  
8 future conduct.

9 So when you look at the elements all together, this  
10 is -- to grant case dispositive sanctions for a one-time  
11 nonappearance is a gross overreach because it is so easily  
12 remedied. And like I said, a monetary sanction for paying the  
13 court reporter fee and an order that says show up on this day  
14 or else, and that takes care of it.

15 Does the Court have any other questions for me?

16 THE COURT: Not at this time, Mr. Aldrich.

17 MR. ALDRICH: All right. I appreciate your time.

18 THE COURT: Ms. Champion.

19 MS. CHAMPION: Yes, Your Honor. We are not asking  
20 you to grossly overreach. We're asking you to follow Nevada  
21 Supreme Court law.

22 You had a good question there about whether or not  
23 the failure to appear infers that it was intentional. And I  
24 think not only does it infer that it was intentional, but given  
25 the history of the case, the failure to provide any explanation

1 whatsoever, the fact that the night before these depositions  
2 were set to commence Mr. Piazza sent out the e-mail that was  
3 attached to our motion for TRO hinting -- well, outright saying  
4 there was big and positive secret news coming, and then sure  
5 enough they filed -- Front Sight filed bankruptcy the night  
6 before this hearing, I mean, if you look at everything, it's  
7 very clear here that these parties knew they had to appear for  
8 their depositions, and they chose not to.

9 I totally agree, Your Honor. If I had gotten a call  
10 from Mr. Aldrich telling me, look, I just found out my client  
11 was in a car accident, has a headache, was exposed to COVID,  
12 whatever, we would have moved them. And we did it before.

13 THE COURT: Well, here's the thing, and I'm looking  
14 at it from this perspective. I'm not judging what the  
15 explanation would be.

16 For example, I have a head cold, right. At least I  
17 have an explanation. Whether it's sufficient basis or not,  
18 that's subject to debate. I mean, you know, or it could be my  
19 kid is sick, or I had to go visit my -- just something. Right?

20 MR. ALDRICH: I agree, Your Honor.

21 THE COURT: I overslept.

22 MS. CHAMPION: I agree. And the point, Your Honor,  
23 is that at that hearing --

24 THE COURT: Right? I over -- just something to hang  
25 my hat on.

1 MS. CHAMPION: Yep. And the point, Your Honor, is --  
2 and you made this point when you were talking to Mr. Aldrich at  
3 that hearing when you were commenting that case dispositive  
4 sanctions are for things like failure to appear. I know  
5 Mr. Aldrich is a good lawyer. I know he went back and  
6 communicated that to his clients. His clients knew what the  
7 law was. They had been advised. They certainly knew from all  
8 these hearings we've had where I've told you we fear this is  
9 going to happen, and when it happens, I will be here arguing a  
10 motion for case dispositive sanctions.

11 These are not parties that had a one-off failure to  
12 appear, that had no idea what could happen. These are  
13 sophisticated parties that knew exactly what would happen.  
14 Because if the shoe was on the other foot, I guarantee the  
15 Front Sight parties would be here on their own motion for case  
16 dispositive sanctions because they filed every single one over  
17 every single ticky tacky discovery dispute that we've ever had  
18 in this case.

19 Depositions are so important. Not only are they akin  
20 to a failure to respond to written discovery, but actually  
21 they're so important that NRC 37(d) specifically provides that  
22 a Court can sanction a party for failure to attend. And  
23 there's a distinction there that's an important one in the  
24 Rule 37 that needs to be drawn out because Mr. Aldrich was kind  
25 of conflating and then -- and arguing that they were one and of



1 the same. They're not.

2 Because 37 says if you don't respond to written  
3 discovery or properly respond to written discovery you've got  
4 to meet and confer. And then you've got to file a motion to  
5 compel. And the same is not true of failure to appear for  
6 party depositions. Rule 37 makes a distinction --

7 THE COURT: Well, I mean, really and truly it makes  
8 sense because you can meet and confer, and there might be an  
9 ambiguity in the deposition -- I mean in the interrogatory  
10 response, or there might be something there that you should try  
11 to work out.

12 But I don't -- other than my client is unavailable  
13 because of a health reason or an emergency or something like  
14 that, what's there to discuss when it comes to showing up for  
15 the deposition?

16 MS. CHAMPION: I agree, Your Honor. And the fact  
17 that the Front Sight parties previously filed motions for  
18 protective order when something came up or dates became  
19 unavailable that were -- their party depositions were set on  
20 only demonstrates they knew exactly what to do if there was a  
21 real justification, and they didn't do that. And that speaks  
22 to the fact that they chose to intentionally not appear. They  
23 chose to roll the dice.

24 The other point, Your Honor, that I want to make is  
25 that -- and I made this point in passing in my previous

1 argument. But the stips and orders -- the stipulations and  
2 order to extend discovery specifically had deposition dates in  
3 those stipulations. Once they were signed, those are orders.  
4 And so the argument that the lesser sanction is appropriate,  
5 well, it's not. Because not only do you have intentional  
6 willful failure to appear, but you have stipulations and orders  
7 for their specific deposition dates, the ones they failed to  
8 appear. And they still failed to appear.

9 THE COURT: And in looking at Mr. Aldrich's chart,  
10 ma'am, and, for example, we can --

11 I don't know if you have it in front of me.

12 MS. CHAMPION: I can grab it, Your Honor.

13 THE COURT: Yeah.

14 MS. CHAMPION: Did you have questions?

15 THE COURT: Yeah. I was listening to you, and you  
16 said there was stipulation and -- stipulations and orders. And  
17 in those orders specifically there would have been deposition  
18 dates, and there were failures to appear, I guess, at those  
19 dates as set forth in the order.

20 And I was just wondering if you take a look at it,  
21 for example, are there specific ones I should look at?

22 MS. CHAMPION: Yes. So, Your Honor, the first thing  
23 I want to point out about this chart for Jennifer Piazza that  
24 you guys have focused on is that there's a column there  
25 Proposed Date Used, and also a column Proposed Date Requested

1 or Given.

2 If you look at the Proposed Date Requested or Given,  
3 that means that the lender parties requested dates or that the  
4 Piazza parties provided dates, right. And if you look at  
5 Mr. Hogan's declaration -- and it is a very lengthy  
6 declaration, and we didn't go through everything in the motion,  
7 but if you look at his declaration, what you see in the e-mails  
8 attached to the motion is that Mr. Hogan repeatedly asked, I  
9 need dates. I need dates. I need dates. And Mr. Aldrich  
10 sometimes provided dates and often did not. And I'm not  
11 putting that on Mr. Aldrich at all. I acknowledge that he's  
12 not giving dates if his client is not giving dates, right.

13 But the point here is that the proposed date and  
14 requested given, there's very few no's here. The vast majority  
15 of them are yeses. In other words, we're working with or  
16 attempting to work with the Front Sight parties to get dates  
17 for their depositions.

18 The proposed date used, there are multiple yeses on  
19 this chart that demonstrate that these are dates that were  
20 specifically provided by the Front Sight parties or agreed  
21 upon. And nonetheless, they didn't appear.

22 The Fourth Amended --

23 THE COURT: Okay. And I want to make sure I  
24 understand. Like, for example, when I look at the First  
25 Amended, and this would be on page 6, the second entry, First

1 Amended served on 6/2/2021.

2 MS. CHAMPION: Yes.

3 THE COURT: It says deposition date 6/21/2021,  
4 proposed date. That would have been the date that was given by  
5 the --

6 MS. CHAMPION: The original deposition notice on  
7 6/4/21?

8 THE COURT: I don't know if I see that, but I'm  
9 looking here. It says -- I'm looking at the First Amended  
10 served on 6/2/2021. And there was a deposition date, and that  
11 was proposed; it said yes. Proposed date used; it says no.  
12 And it says, Previously told not available until after  
13 7/10/2021. So that would have been well after the deposition,  
14 I anticipate. Is that true or not?

15 MS. CHAMPION: Yes, Your Honor. And if you look at  
16 Mr. Hogan's declaration, what you see is that he had repeatedly  
17 asked for deposition dates. He provided in e-mails proposed  
18 dates for the deposition. And specifically paragraphs --  
19 excuse me, paragraph 28, he e-mailed Mr. Aldrich. In  
20 paragraphs 25 through 28, he e-mailed Mr. Aldrich with the  
21 proposed schedule of deposition dates, which included that June  
22 21st deposition date for Mrs. Piazza. And then there was no  
23 response or, no, hey, that date is not going to work for us  
24 until right before that deposition.

25 And so that's the problem that we keep having, right,

1 is -- and I said this in my motion. I think it's a really good  
2 way to explain it. We're playing whack-a-mole, right. There  
3 is a deposition date. It comes up. They know it's coming.  
4 And then right before the deposition, they whack the mole. We  
5 don't want to appear for that one. We've got a conflict. We  
6 need you to move it. So we move it. Here comes another mole.  
7 Another deposition is coming up. Nope. Can't make that one  
8 either. And it just continues over and over and over and over.

9 But to your initial question, Your Honor, the date  
10 that they failed to appear, April 25th, 2022, for  
11 Mrs. Piazza, that's in the stipulation and order that was  
12 signed and executed by Your Honor on April 6, 2022. It's in  
13 the specific stipulation. That's the deposition date. That's  
14 when she's being deposed, and she just chose not to appear.

15 THE COURT: And so what you're saying, ma'am, you're  
16 saying, look, Judge, this wasn't pursuant to a notice of a  
17 deposition. You're saying, Judge, this failure to appear is --  
18 and the notice of the -- I mean, sorry, the deposition date set  
19 was based upon a duly issued stipulation and order signed by  
20 this Court?

21 MS. CHAMPION: It is both, Your Honor.

22 THE COURT: Right.

23 MS. CHAMPION: It is duly noticed, and it's part of a  
24 stipulation and order.

25 THE COURT: Okay.

1 MS. CHAMPION: And so that only furthers, right, this  
2 idea that they knew they had to appear. They chose not to.

3 Now, I know Mr. Aldrich certainly wished that his  
4 clients appeared on those dates and wished that they could take  
5 depositions over. And I'm sure he advised them of what would  
6 happen if they didn't. And they chose not to appear for those  
7 depositions.

8 I'm happy to answer any questions you have, Your  
9 Honor. I think you've heard a lot from us, and you've got a  
10 good grasp on the issue, but I'm happy to address any questions  
11 you may have.

12 THE COURT: All right. No, I don't have any  
13 questions right now.

14 Ma'am, I don't mind saying this. I'm grappling -- I  
15 shouldn't say grappling. I'm just trying to decide ultimately  
16 what to do, you know, and I do understand.

17 And I will say this. The potential impact of my  
18 decision -- and I do have significant concerns under the facts  
19 of this case in this one respect. I still don't even have a  
20 justification. I don't have anything why they didn't show up  
21 for their deposition.

22 MS. CHAMPION: Right. Not only do you not have no  
23 justification, Your Honor, they didn't provide any available  
24 dates. If I had gotten an e-mail the day of Mrs. Piazza's  
25 deposition that said, you know, she's not available today, but

1 here's available dates in the next few weeks, I think this  
2 hearing would be quite different. I don't even know that we'd  
3 even be here arguing over it, quite candidly. But that's not  
4 what happened.

5 They chose not to appear, and then they waited until  
6 the motion for sanctions was sent down to the court and was  
7 being prepared to be filed before all of a sudden they were  
8 able to give up dates.

9 And even when they did that, Your Honor, the dates  
10 they gave aren't given in good faith. I had a conversation  
11 with Mr. Aldrich back in March when we were entering into that  
12 stipulation and order that sets forth their deposition dates,  
13 and I made him aware that I had a personal conflict. I have a  
14 preplanned family vacation at the end of June through mid-July.  
15 And because of that vacation, the parties specifically  
16 stipulated to extend the dispositive motion deadline to  
17 accommodate that conflict. The only dates the Front Sight  
18 parties have provided are conveniently when I am not available.  
19 And they've known it for three months.

20 I mean, this idea that we should just get a do-over,  
21 we should be able to be compelled to be deposed, well, not only  
22 were you under a stipulation and order and under a duly noticed  
23 deposition notices to appear, you haven't given real, true,  
24 good faith dates even if this could be remedied. And I think  
25 that is so salient and relevant to this idea that they won't --

1 my clients won't be prejudiced. Well, no. They're still  
2 playing games even to this day.

3 THE COURT: All right, ma'am.

4 MR. ALDRICH: If I may, Your Honor?

5 THE COURT: You can.

6 MR. ALDRICH: Briefly.

7 THE COURT: Mr. Aldrich, it was not just pursuant to  
8 a notice of a deposition but also a court order.

9 MR. ALDRICH: Well, that's what I want to address.  
10 So I can't get Internet to work on my computer for some reason,  
11 but I was trying to pull the stipulation up. So my  
12 recollection, and I had Tracy text me a couple of pictures, but  
13 in the stipulation portion --

14 THE COURT: What date was that stipulation filed?

15 MR. ALDRICH: I don't have that handy. Do you?

16 MS. CHAMPION: It is April 6, 2022, Your Honor.

17 THE COURT: Okay. Go ahead. Sir.

18 MR. ALDRICH: And in the stipulation portion, it does  
19 say that they're going to take these depositions with dates,  
20 and it says that they take the position they're firm settings.

21 The order portion is an extension of discovery  
22 deadlines and trial date. So I don't think it's the same as an  
23 order.

24 In fact, we went back and forth with drafts, is my  
25 recollection, and there was -- I think she referenced it in the



1 motion. I didn't agree to language that said that it was an  
2 order for them to appear. I certainly understood she wanted  
3 them -- that she was going to call them firm dates, but I don't  
4 believe that's a court order.

5 Even if it is though -- I don't think it is, but  
6 again, we go back to there are eight factors in the *Young*  
7 *versus Johnny Ribeiro* case that need to be addressed. This is  
8 only one. And the factors for trial on the merits, easily  
9 fixing any prejudice, no lost -- irreparably lost evidence, all  
10 those factors weigh in favor of our side, meaning denying the  
11 motion for case dispositive sanctions because it's an easy fix.

12 And I want to address Ms. Champion's comments here at  
13 the end about her notifying me of a vacation and me giving  
14 dates that were those vacation. I do remember us talking about  
15 her taking a vacation. I did not write that down on my --  
16 anywhere. So that's actually on me. I asked for dates. They  
17 gave me dates. I passed the dates along. That's not that my  
18 client was trying to pick dates that she wasn't available. And  
19 I'm the last person to try to make someone miss a family  
20 vacation for discovery. But that was on me. So I just wanted  
21 to address that.

22 And then one last thing is that we worked to schedule  
23 lots of things in this case, and we've been dealing with  
24 extending deadlines and other things. And, you know, likewise,  
25 we've been trying to get Mr. Flynn's (phonetic) deposition for

1 a long, long time. And we did finally get some dates in July,  
2 and we're going to take his deposition then. You know,  
3 sometimes it works out that way.

4 But in this instance, there is an easy fix. Your  
5 Honor can sanction them monetarily for not appearing, to pay  
6 for the court reporter. Your Honor, can order them to appear  
7 on a date certain. And certainly we'll work around  
8 Ms. Champion's vacation and if it needs to be before that. I  
9 have some scheduling problems myself, but we'll work it out.

10 Does the Court have any more questions for me?

11 THE COURT: No. I'm just reading the order.

12 MR. ALDRICH: Okay. And it's page 8 that references  
13 the firm setting, Your Honor.

14 THE COURT: And I just want to make sure -- and maybe  
15 this is a good thing I'm taking my time here. We have a  
16 deposition of Jennifer Piazza, Ignatius Piazza, 30(b)(6) for  
17 Front Sight, 30(b)(6) of VNV Dynasty Trust and the -- and that  
18 would be Trust I for the record -- and the 30(b)(6) of VN --  
19 I'm sorry, VNV Dynasty Trust II, and that was a 30(b)(6).

20 And none of these showed up?

21 MS. CHAMPION: Yes, Your Honor. None of those showed  
22 up on the dates in the stipulation, with only one exception is  
23 that Mr. Aldrich had a scheduling conflict on the VNV Dynasty  
24 Trust II date. And so after the stipulation, the parties  
25 agreed to move it. But again it was moved to a date that Front

1 Sight -- that the VNV Dynasty Trust II provided.

2 THE COURT: All right. Anything else I need to know?

3 MS. CHAMPION: No, Your Honor.

4 MR. ALDRICH: No, Your Honor.

5 THE COURT: All right. And there were no  
6 explanations for any of these?

7 MS. CHAMPION: None, Your Honor. Not in an e-mail,  
8 not in a -- in fact, I had a telephone call that's in my  
9 declaration. I'm sure I can find the paragraph numbers for  
10 you. But before we filed this motion for dispositive  
11 sanctions, I actually called Mr. Aldrich, and we asked him if  
12 he had any explanation. And he told us again I don't have  
13 anything else for you.

14 And again, this is not a Mr. Aldrich problem, right.  
15 It's his clients chose not to appear, without an explanation.  
16 And even today we don't have one.

17 I mean, I would've thought if there was an  
18 explanation I would've been told at that point. There would be  
19 a declaration attached to the opposition, something.

20 THE COURT: All right. This is what I'm going to do,  
21 and I just want to make sure the record is really clear in this  
22 respect because I will agree that in the general sense  
23 sanctions should be aggressive. There's no question about it.

24 But here's my concern as far as this matter is  
25 concerned because I'm looking here and looking at my order, and

1 I think everyone has to understand that when I sign a  
2 stipulation and an order I do rely upon the representations  
3 made by the parties. I mean, that's one of the -- and I do  
4 consider that. And just as important, as a trial judge, if  
5 you're agreeing on things, I try to get out of the way. I do.  
6 And I go with it.

7 But my point is this. I'm looking here, and we have  
8 firm settings.

9 And I realize, ma'am, there's no -- that's a term of  
10 art that was just utilized for the purposes of this case.  
11 There's no firm settings. I get that. You get firm settings  
12 in trials. And based upon age and/or other factors you get  
13 priority. I understand that.

14 But I still have no explanation as to why they didn't  
15 appear. And in light of that, I can only infer that it was  
16 intentional, right. I don't have any basis for it except they  
17 decided not to show.

18 And if there was an issue regarding unavailability, a  
19 health issue, an inconvenience or something like that,  
20 potentially, yes, Jennifer's might not have gone forward, but  
21 maybe Mr. Piazza's deposition could have happened. Or if they  
22 were -- both had problems, maybe the 30(b)(6)'s could have gone  
23 on, something, right. And nothing happened.

24 What I'm going to do is this: I'm going to grant the  
25 motion.

1 MS. CHAMPION: Thank you, Your Honor.

2 THE COURT: And it's based upon the totality of  
3 circumstances here, and without an explanation, I have no  
4 explanation other than they decided not to attend.

5 And it appears to me, unless there was a reason for  
6 not attending, without an explanation, I just assume it was  
7 intentional. I have no other way to look at it in that regard.

8 And it results -- at the end of the day, I understand  
9 the progressiveness, but it's halting the adversarial process.  
10 It truly is.

11 I guess as far as the other motion is concerned, it's  
12 moot. Is that correct?

13 MS. CHAMPION: Yes, Your Honor. It's our position  
14 it's moot at this point.

15 THE COURT: Yeah.

16 (Pause in the proceedings.)

17 THE COURT: What about the status check on the bond  
18 and all that?

19 MR. ALDRICH: Well, the hearing tomorrow is supposed  
20 to be on the preliminary injunction, but I think that's --

21 THE COURT: Mooted?

22 MR. ALDRICH: Well, it's either mooted, or because of  
23 the stay, it wouldn't go forward anyway.

24 MS. CHAMPION: Right. It's not mooted, Your Honor,  
25 but given the stay --

1 THE COURT: I understand that --

2 MS. CHAMPION: Given that Front Sight declared  
3 bankruptcy, that motion should not go forward, but the TRO is  
4 effectively in place because of the stay.

5 THE COURT: Right. That's true.

6 MS. CHAMPION: And so I don't think we need to have  
7 that.

8 And similarly, the status check tomorrow, I don't  
9 think -- on the status of the nonjudicial foreclosure, there is  
10 no need to hear that because, obviously, in light of Front  
11 Sight's declaring bankruptcy, the nonjudicial foreclosure can't  
12 go forward.

13 THE COURT: Right. I understand.

14 All right. Everyone enjoy your day.

15 ATTORNEYS: Thank you, Your Honor.

16 THE COURT: Prepare findings, ma'am.

17 MS. CHAMPION: I will, Your Honor.

18 (Proceedings concluded at 12:17 p.m.)

19 -oOo-

20 ATTEST: I do hereby certify that I have truly and correctly  
21 transcribed the audio/video proceedings in the above-entitled  
22 case to the best of my ability.

23 

24 Dana L. Williams  
25 Transcriber

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# EXHIBIT 5



Confidential Member Only Emergency Action Alert..

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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.

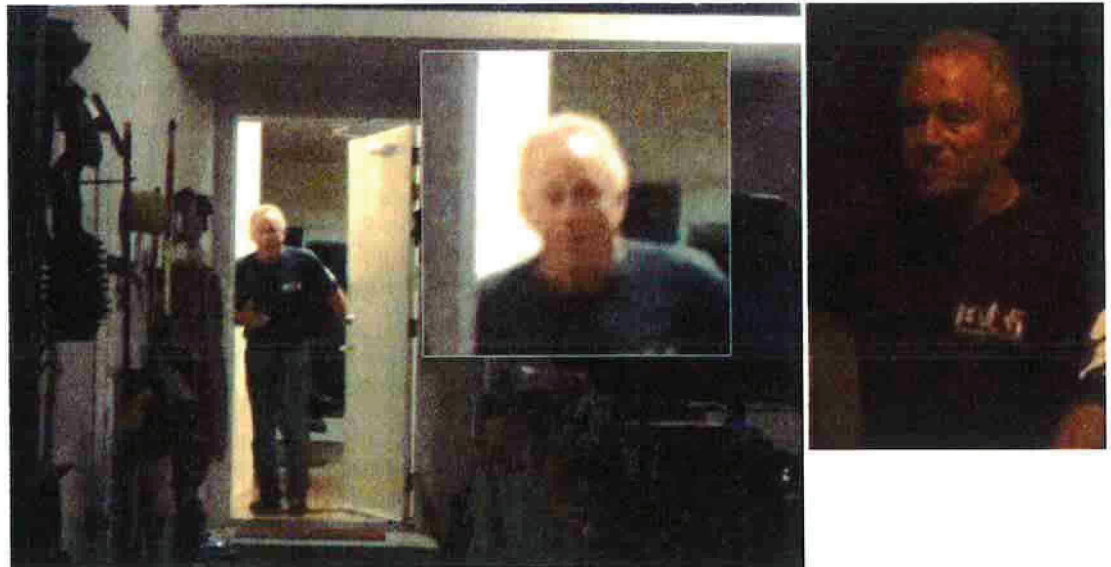
Believe me, once we realized he was nothing but a lying, two-faced, double-dealing con-artist, and made his move to try to steal Front Sight from you, WE HAD NO CHOICE BUT TO IMMEDIATELY AND AGGRESSIVELY FILE A LAWSUIT AGAINST HIM.

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.

Case 22-01116-abl Doc 88-5 Entered 08/18/22 15:27:07 Page 7 of 11  
 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 out your membership details:

**First Name:\***

**Last Name:\***

**Membership Type:\*** (Current)

**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 6

**FRONT SIGHT MANAGEMENT: TRANSCRIPTION FROM JULY 4, 2021**

1 [BEGIN TRANSCRIPT 02:20:45]

2

3 IP At some point, people will look back, as I said, and they'll come out here and they'll go,  
4 "wow! This is amazing!" and they're gonna think it was done in two years...

5

6 AM [Inaudible comment]

7

8 IP ...No, you couldn't do this in two years. T-The process takes what it takes. And uh, it's not  
9 just about money, it's-it's everything else that goes with that. And if we were doing, as I  
10 say, if we were doing golf resorts I'd be on my, you know, fortieth golf resort by now, but  
11 nobody wants to, financially, th-the institution, financial institutions do not want to support  
12 what we're doing here. So, we only can do it the [inaudible; possibly "way here"]. As I  
13 said, th-this place can be built by somebody else, we'd have five or six or seven Front  
14 Sights. It's taken what it's taken even to get to this point. It's challenging, but we-we are  
15 winning and we are growing, and we all are the beneficiaries of it. So, thank you again, for  
16 everything you've done.

17

18 [BEGIN TRANSCRIPT 02:24:29]

19

20 AM So, a couple years back you were talking about the litigation about the guy who tried to  
21 steal Front Sight from you...

22

23 IP Right.

24

**FRONT SIGHT MANAGEMENT: TRANSCRIPTION FROM JULY 4, 2021**

1 AM ...and uh, this is the delays you're talking about now when you can't talk about, uh, the  
2 progress?

3

4 IP Y-yeah I-I, really, I wanted to step up here this weekend, and y-you know, and make a  
5 really great announcement, but we're not quite there yet. Uh, but believe me we're-we're  
6 winning this in spite of, uh, you know, the Judge doesn't want to make any kind decisions  
7 about the case. He wants to just allow it to continue to go t-to some type of jury trial  
8 [inaudible due to sound interference] 2022. And that's.... [cut off by audience member]

9

10 AM [Asks a question, but inaudible due to sound interference]

11

12 IP Exactly, u-unfortunately it's all kind of tied together. Um, so that-that's where we're at.  
13 We're making progress in spite of-of lots of challenges and obligations and [inaudible due  
14 to sound interference] obstacles, uh, that w-we're put against us. And, you know, w-what  
15 you need to understand is that we're completely right in it. Absolutely 100% right. We did  
16 not do anything wrong, and in fact, it-we're the ones that have-have prevented so many  
17 problems that this guy created. His-his-his lack of honesty and ability to actually perform  
18 on what he said he was supposed to do, uh, but I will tell you, on my experience, after 25  
19 years of being involved in all forms of litigation, is what's most important, isn't the facts  
20 of your case, what's most important is the political slant of the judge.

21

22 AM [Murmuring]

23

**FRONT SIGHT MANAGEMENT: TRANSCRIPTION FROM JULY 4, 2021**

1 IP And judges have the ability, without violating the rules of law, to push cases in- in to  
2 directions they want those cases to go based on their political beliefs. I'll give you an  
3 example. You file a motion for summary judgment in your favor, and you put out thirty  
4 different pieces of evidence that are supported by the testimony of the person you're suing  
5 and the emails that they bring that show they lied and they stole, and you're asking for the  
6 judge to make a summary judgment based on those thirty facts. It's a slam dunk, is it not?  
7 But the response is, "I'm not making a decision at this point, because I believe there still  
8 issues a fact in the case." And that's a way of saying, "I'm not going to rule on this. I'm  
9 going to force this thing to go all the way to a jury trial in the e-in the hopes...

10

11 AM [Coughing]

12

13 IP ...that twelve people that weren't smart enough to get out of jury duty don't see what's  
14 really wrong here. See? That's kind of what we've been dealing with. It's not the first time  
15 I've delt with them, but we-we are actually winning. In spite of all this kind of stuff we  
16 continue to throw...the evidence and continue to, the people don't necessarily know  
17 when...a case like this occurs, you can win from attrition. By simply out-papering and out-  
18 spending your opponent, and that's the situation that they're in right now. They've changed  
19 their attorneys three times. Do you know why people change their attorneys three times?

20 AM [Murmurs] They're not getting paid?

21

22 IP They're not getting paid. They're not able to pay the attorneys. So, when an attorney takes  
23 the case, churns up a lot of bills, case continues on, and they say, "hey, you've got behind,"  
24 the only option the attorney has is to drop his client. And, in the state of Nevada, uh, when

**FRONT SIGHT MANAGEMENT: TRANSCRIPTION FROM JULY 4, 2021**

1 you say, "I'm going to change attorneys," the attorney that you owe the money to can't  
2 disclose that to the-any other attorneys. When you request a file that attorney can't disclose  
3 to that attorney that-that you owe them up. So, when you see this happening in the middle  
4 of a case, changes in attorneys, you know that y-you're bleeding the guy out. That's what  
5 we've been doing. Cause there's only two ways to win a case. Right? One is you get a  
6 summary judgement. The other is you bleed the guy out to the point he can't continue to  
7 fight. Actually, three ways, or you take him all the way to the jury trial which takes five  
8 years. Ok? He didn't have the funds t-when he started this. Clearly doesn't have the funds  
9 now. But we-we have, you know, again we haven't done anything wrong here. We just  
10 [inaudible]. People say, "how in the world do you get into something like that?" We-we  
11 had three different law firms do their due diligence on this guy. To negotiate all these  
12 contracts and everything we did with him. You know? It's just so, you know, [inaudible]  
13 long con, and that's-that's what [inaudible]. So, it's unfortunate that-that's what we're  
14 dealing with, b-but as I said before we are winning this thing. We will win it. And, uh,  
15 again I hope to have some great news for you this weekend. Maybe two or three more  
16 weeks before we [inaudible].

17 Alright, it's five minutes till three, we gotta call it...

18

19 AM [Clapping]

20

21 IP ...Thank you. Thank you very much. I look-look forward to seeing you again next year.



# EXHIBIT 7

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DISTRICT COURT  
CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT )	CASE#: A-18-781084-B
LLC, )	
	DEPT. XVI
Plaintiff, )	
vs. )	
LAS VEGAS DEVELOPMENT )	
FUND LLC, ET AL., )	
Defendants. )	

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS,  
DISTRICT COURT JUDGE

WEDNESDAY, JANUARY 12, 2022

**RECORDER'S TRANSCRIPT OF HEARING  
PLAINTIFF/COUNTERDEFENDANT'S MOTION  
FOR DECLARATORY RELIEF**

APPEARANCES (Via Video Conference):

For the Plaintiff and Counterdefendants: JOHN P. ALDRICH, ESQ.

For the Defendants and Counterclaimants: ANDREA M. CHAMPION, ESQ.  
NICOLE E. LOVELOCK, ESQ.  
KENNETH E. HOGAN, ESQ.

RECORDED BY: MARIA GARIBAY, COURT RECORDER

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***RECORDER'S TRANSCRIPT OF HEARING - CONTINUED***

**MOTION TO COMPEL AND FOR SANCTIONS REGARDING THE  
SUBPOENA FOR PRODUCTION OF DOCUMENTS TO KYLE SCOTT**

**MOTION FOR ATTORNEYS' FEES RELATED TO FRONT SIGHT  
MANAGEMENT LLC'S MOTION TO DE-DESIGNATE DOCUMENTS  
AND MOTION TO COMPEL AND FOR SANCTIONS AND ALL  
RELATED MOTIONS AFTER DEFENDANTS FAILED AND REFUSED  
TO COMPLY WITH THIS COURT'S MULTIPLE ORDERS**

**PLAINTIFF AND COUNTERDEFENDANTS' MOTION FOR  
CASE-DISPOSITIVE SANCTIONS**

**MOTION THAT ATTORNEY-CLIENT PRIVILEGE HAS BEEN WAIVED  
AS TO CERTAIN ISSUES ON OST**

**MOTIONS TO DISSOLVE TRO ON OST**

**FRONT SIGHT MANAGEMENT LLC'S OPPOSITION TO  
DEFENDANTS' MOTION THAT THE ATTORNEY-CLIENT PRIVILEGE  
HAS BEEN WAIVED AND COUNTERMOTION TO STRIKE**

**FRONT SIGHT MANAGEMENT LLC'S OPPOSITION TO LAS VEGAS  
DEVELOPMENT FUND LLC'S MOTION TO DISSOLVE THE  
TEMPORARY RESTRAINING ORDER ON ORDER SHORTENING  
TIME AND COUNTERMOTION TO RE-CALENDAR THE  
EVIDENTIARY HEARING**

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Las Vegas, Nevada, Wednesday, January 12, 2022

[Case called at 9:17 a.m.]

THE COURT: Okay, we're going to move on. As far as the calendar's concerned, next up happens to be page 3 of the calendar and that's Front Sight Management LLC versus Las Vegas Development Fund, and let's go ahead and set forth our appearances for the record.

MR. ALDRICH: Morning, Your Honor. John Aldrich on behalf of plaintiff and counterdefendants.

MS. CHAMPION: Good morning, Your Honor. Andrea Champion on behalf of defendants and counterclaimants.

MS. LOVELOCK: Good morning, Your Honor. Nicole Lovelock on behalf of those same parties.

MR. HOGAN: Ken Hogan on behalf of the same parties.

THE COURT: This case keeps morphing. I want to say good morning to everyone. And --

MS. CHAMPION: Good morning.

THE COURT: Good morning. We have a series of motions. I have the rest of the morning set aside for this case.

Mr. Aldrich, sir, I do understand you did want to appear live. Unfortunately, and I don't mind saying this, we were actually going to have some other live appearances until the Omicron reared its ugly head, and so I wanted to make sure we took a very safe approach because it's my understanding the Omicron is

1 Your Honor. They filed a motion for case-dispositive sanctions the  
2 day before Thanksgiving. It was filed, it was as you know 3,000  
3 pages in exhibits, it was really consisted of six motions, one other  
4 motion, I mean it was huge filing. That was filed.

5 And we know what they do, Your Honor. They try to  
6 paper the lender to have to deal with some big issue to avoid the  
7 other issue. However, they're back at a firm where there's multiple  
8 attorneys, so our response is, okay, we will deal with your  
9 case-dispositive motion, we're not afraid of it, and you know why  
10 we're not -- we can tell you we're not afraid of it? We stipulated to  
11 have it be heard at the same time.

12 This isn't some great grand scheme. This is an issue  
13 under the law. They haven't paid. There's a one-action rule issue  
14 in play now.

15 Your Honor, we're in a different case and they can keep  
16 doing these red herrings, but when Ms. Champion argues the  
17 opposition, you're going to understand that this was all a grand  
18 scheme from them to avoid the merits of the case.

19 And we can't avoid the merits of the case because they're  
20 undisputed, Your Honor. Six point three seven five million dollars  
21 was leant, 6.375 million dollars is owed and past due and hasn't  
22 been repaid, and we have no reason except these grand allegations  
23 of fraud that has supposedly been out there for three years.

24 But I can tell you I've now been in this case for three  
25 months and we can't depose the fact witnesses. We were given

1 dates in January and now we're told that they're not going to be  
2 appearing.

3 What they rely upon is a second amended complaint that  
4 we can't depose them as to the facts. Mr. Hogan has attempted to  
5 depose them over the last year. We are on the sixth amended  
6 notice for them, and we were told last week that Mr. Piazza won't  
7 be appearing on the dates he provided and that we would get dates  
8 and maybe those dates would be after discovery.

9 And I'll let Ms. Champion go into all of that, but on this  
10 motion, this motion here, 6.375 million dollars is owed in principal.  
11 We -- the scheme -- the -- the scheme that they're trying to take the  
12 property just isn't real. If they were to repay the money and/or give  
13 a bond that includes the principal, the interest and attorneys' fees,  
14 then there wouldn't be an issue of going after the property because  
15 the money would be available, and we would be properly  
16 collateralized.

17 We would have the -- we would have a security. There's  
18 no -- there's a -- the only security right now is the real property and  
19 it's at stake, Your Honor.

20 THE COURT: All right.

21 MS. LOVELOCK: I'm happy to answer any questions, but  
22 again, I -- I want to reiterate because he never addressed the  
23 one-action rule, not once. The one-action rule prevents if there is  
24 any allegation that there is a judgment at the end that's on the debt,  
25 then the lender -- they're going to argue that the lender waived the

1 waived.

2 Basically, you know, I will walk through in the pleadings,  
3 I'm sure the Court has read them, but I have a few important points.  
4 First is that --

5 THE COURT: And you know what I think, I think ultimately  
6 and -- and I'm speculating here a little bit, but it appears to me that  
7 the purpose of the motion would be essentially this, that -- because  
8 I'm looking here at the conclusion and I think this is on page 11 of  
9 the motion and this is what it says, it says for the reasons set forth  
10 above, this Court should issue an order preventing the borrower  
11 parties from claiming any privilege related to its voluntary  
12 disclosed litigation techniques slash strategy in this case.

13 And it goes on from there, but it appears to me that goes  
14 to specifically the type of evidence that potentially might be  
15 produced at time of trial. Something like that.

16 Am I wrong on that, Ms. Champion, or?

17 MS. CHAMPION: No, Your Honor, I think that's also -- the  
18 other point that I would make is that we're entitled to ask Mr. Piazza  
19 about these statements, the conversations he's had with counsel,  
20 what they've done to bleed out these defendants throughout the  
21 pendency of the litigation since that has all been waived.

22 Ms. Lovelock alluded to this earlier, but we are on our  
23 sixth deposition notices for Mr. Piazza, Front Sight and the two VNV  
24 trusts. Those depositions were set for this coming week which is  
25 why we filed this motion on order shortening time is because we

1 want to be entitled to ask those questions during deposition.

2 We were just informed last week by Mr. Aldrich, the Front  
3 Sight parties do not intend to appear during those depositions  
4 which is a separate issue, but certainly my point being is that we --  
5 we are entitled to ask these questions during deposition and to see  
6 discovery on these waiver issues.

7 THE COURT: I understand. Okay.

8 Okay, Mr. Aldrich.

9 MR. ALDRICH: And -- and so on that point, with -- along  
10 with the filing of this motion, the defendants sent requests for  
11 production of documents that included request number 132,  
12 produce all communications between your legal representatives  
13 and legal counsel regarding legal strategy in this litigation,  
14 including but not limited to emails, text messages and letters.  
15 That's -- that is all attorney-client privilege and work product  
16 protected information.

17 The next one, produce unredacted legal bills received  
18 from your legal counsel related to this litigation. That has nothing  
19 to do with anything, but that -- they sent that in conjunction with  
20 this motion.

21 Produce all unredacted notes made by any of your agents  
22 related to this litigation. Number 136, produce copies of all  
23 unredacted notes made by any of your agents related to the project  
24 from 2010 to the present. 2010. Those are just some of the  
25 requests that they sent based on this.



1 MS. CHAMPION: I was going to ask, Your Honor, then it  
2 sounds like you're denying this motion to compel but are reserving  
3 addressing the Kyle Scott issues in conjunction with the motion for  
4 case-dispositive sanctions?

5 THE COURT: Ma'am, you said it better than I could say it.  
6 That is correct. I -- I mean there's nothing --

7 MS. CHAMPION: Perfect.

8 THE COURT: Yeah. I agree. But I will consider this as  
9 part and parcel of the -- I guess the primary motion and I think  
10 that's one of the reasons why Mr. Aldrich didn't want to take it off  
11 calendar. But yes, you're right. I agree with your -- how you  
12 categorized it. I -- I do. All right. And --

13 MS. LOVELOCK: Your Honor --

14 MR. ALDRICH: And then --

15 THE COURT: Go ahead.

16 MR. ALDRICH: Nicole, go ahead.

17 MS. LOVELOCK: Nicole -- we have one housekeeping  
18 matter just since we have you and we know that your schedule is  
19 going to change. Discovery is set to close in a short few weeks and  
20 we've been told -- we have depositions noticed for all of the parties,  
21 since none of them have been deposed. We have been told that we  
22 probably won't get dates to be able to depose them within the  
23 current discovery period. We haven't gotten a clear representation  
24 one way or the other, but is there a time available that we can set  
25 on an order to show cause if we aren't able to figure that out in the

1 next 24 hours?

2 THE COURT: Ma'am, you could set the -- we can give  
3 them the 24th, right?

4 THE LAW CLERK: Uh-huh.

5 THE COURT: We can set that on the 24th also.

6 MS. LOVELOCK: Of January?

7 THE COURT: Yes.

8 MS. LOVELOCK: Thank you, Your Honor.

9 THE COURT: That'll be -- and lastly, I do want to do some  
10 housekeeping before you go and let me see if I can find what I'm  
11 looking for.

12 THE CLERK: On that I do have one question.

13 THE COURT: Go ahead.

14 MR. ALDRICH: Your Honor, if I could while you're looking,  
15 and so just to be clear, we're going to address the -- basically the  
16 remaining motions from today which is the case-dispositive  
17 sanction motion, the motion for attorneys' fees regarding the  
18 unredacted documents and then the motion for dec relief, all of that  
19 on the 24th?

20 THE COURT: Yes, sir.

21 MR. ALDRICH: Okay. Thank you.

22 THE CLERK: And the question I had, Judge, the question  
23 actually was brought up by counsel earlier I believe for the January  
24 19th matter that it might be off calendar? And what that is, is an  
25 issue regarding subpoena as to Sean Flynn. Is that still on

1 the supplement as to the -- just the issue as to the bond and we'll  
2 still keep that hearing date on the 10th --

3 THE COURT: Yes, ma'am.

4 MS. LOVELOCK: -- for you to make that determination.

5 THE COURT: Hundred percent.

6 MS. LOVELOCK: Understood, Your Honor. Thank you.

7 THE COURT: Okay. Okay. Everyone enjoy your  
8 afternoon.

9 MS. LOVELOCK: Thank you. Stay safe.

10 MS. CHAMPION: Thank you, Your Honor.

11 THE COURT: All right.

12 MR. ALDRICH: Thank you, Your Honor.

13 [Proceedings concluded at 12:23 p.m.]

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21 ATTEST: I hereby certify that I have truly and correctly transcribed  
22 the audio/visual proceedings in the above-entitled case to the best  
23 of my ability.

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Tracy A. Gegenheimer, CERT-282  
Court Recorder/Transcriber

# EXHIBIT 8

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**RTRAN**

DISTRICT COURT  
CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT,  
LLC,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT  
FUNDS, LLC, et al,

Defendants.

CASE#: A-18-781084-B

DEPT. XVI

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS, DISTRICT COURT  
JUDGE

MONDAY, JANUARY 31, 2022

**RECORDER'S TRANSCRIPT OF VIDEO CONFERENCE HEARING  
ALL PENDING MOTIONS**

APPEARANCES:

For the Plaintiff/  
Counterdefendant

JOHN ALDRICH, ESQ.  
[via BlueJeans]

For the Defendants/  
Counterclaimants

ANDREA CHAMPION, ESQ.  
NICOLE E. LOVELOCK, ESQ.  
[via BlueJeans]

RECORDED BY: MARIA GARIBAY, COURT RECORDER

1 injury type cases.

2 This is a commercial case. And for starters, I don't know I  
3 don't have when I don't have it.

4 The other is the cases that I cited talk about, you know, the  
5 Foster versus Dingwall case is a business litigation type case. And they  
6 talk about, you know, this conduct through the course of discovery.

7 And certainly, there has been some evidence lost here. Mr.  
8 Dziubla testified that he talk tossed the EB5 IA financial records. And  
9 so, that has been lost.

10 And we're prejudiced in the sense that we, you know, don't  
11 have that information and don't know where I think it's \$118,000 that's  
12 unaccounted for right now, but --

13 THE COURT: So my question is this though. And I don't  
14 think it matters whether it's Foster versus Dingwall or Bass-Davis or  
15 some of the other cases because at the end of the day, I have to make  
16 something -- it has to be relevant evidence, right?

17 And relevant to one of your claims for relief and/or defenses or  
18 whatever, but it has to be relevant and material to the case. And that's  
19 what it -- I'm really trying to focus on.

20 MR. ALDRICH: So is the Court asking me to go through each  
21 request and explain why it's relevant?

22 THE COURT: Well, I think -- and I don't think you have go  
23 through each and every request, but I have to make a determination, I  
24 think, on some level and understand your client's the Plaintiff in this  
25 case. And I realize they have burdens of proof. I do.

1           And I'm trying to figure out for example how your client has  
2 been prejudiced when it comes to the prosecution of the claim for -- how  
3 is it relevant?

4           MR. ALDRICH: Uh-huh.

5           THE COURT: That's really what I'm really asking.

6           Because for example, something could come up missing in a  
7 case or whatever, but at the end of the day, was that a important piece  
8 of evidence and as far as the prosecution and/or defense in the case?

9           And I think it's really important to really focus on that issue,  
10 because I don't mind telling you this, at the end of the day, no matter  
11 what decision I do make, potentially a reviewing court will be looking at  
12 that.

13           MR. ALDRICH: Absolutely. So, okay, so on this issue  
14 though, let's -- let me talk about Foster versus Dingwall for a minute. I  
15 talk about it in my brief.

16           Okay, the Supreme Court concluded that the district court had,  
17 you know, was proper in finding repetitive, abusive, and recalcitrant  
18 behavior.

19           Okay, that's what they're talking about. They're not talking  
20 about lawsuit lost evidence in Foster versus Dingwall. . They're talking  
21 about repetitive, abusive, recalcitrant behavior.

22           And here's what it -- what they were talking about. The initial  
23 failure of a party to appear after depositions were noticed, failure of the  
24 appellants to supplement responses to answers to interrogatory,  
25 requests for production of documents.

1 Those are two things that absolutely exist in this case  
2 rampantly. Okay. Then, it talks about, you know, if you fail, you fail to  
3 obey a discovery order, to attend a deposition, those are things that are  
4 repetitive, abusive, and recalcitrant behavior.

5 Again, back to the Foster case, the court concluded that  
6 entries of complete default were proper where, quote, litigants are  
7 unresponsive and engage in abusive litigation practices that cause  
8 interminable delays, closed quote.

9 The court held that sanctions were, quote, were necessary to  
10 demonstrate to future litigants like the Defendants in this case, didn't say  
11 that in the quote, I'll go back to the quotes since I started to quote it, but  
12 quote, were necessary to demonstrate to future litigants that they are not  
13 free to act with wayward disregard of the court's orders, closed quote.

14 And that it was proper to sanction them so severely because  
15 of their willful and recalcitrant disregard of the judicial process.

16 So again, I'm not talking about necessarily a piece of evidence  
17 that's been lost, but this is unbelievably --

18 THE COURT: But you know what? In a general sense, and  
19 this is what I sometimes feel gets overlooked in this discussion, in that  
20 case, at the end of the day, the recalcitrant and abusive conduct  
21 deprived the other side of evidence, right, just like spoliation.

22 And that's kind of my point there because, for example, if you  
23 don't show up at your deposition, a party, that deprives the adversary of  
24 the right and opportunity to take their deposition. And we know that's  
25 really important, right? And you don't show up, sanctions can occur.



1           And so, I do think it gets overlooked. And so my point is this.  
2 I'm really trying to focus on what potentially your client was deprived of.

3           MR. ALDRICH: Okay, so I'll start with that. I do want to  
4 reserve the right to go back to some of these facts, but I'm going to  
5 address that right now, since that's on the Court's mind. Okay, so --

6           THE COURT: And here's why it might be important because  
7 as you go through the facts, maybe you see where I'm going on that, if  
8 you go through the facts, I can see why it's relevant and why that's an  
9 important issue. I get it.

10           MR. ALDRICH: Yeah. Yes, and I address some of that in the  
11 pleadings too as to why it's problematic, but let me just give a couple of  
12 examples.

13           I took the depositions of Mr. Dziubla as the 30(b)(6) witness of  
14 each of the entity Defendants back in May of 2021. And then, I asked  
15 for more time to continue with the deposition of Mr. Dziubla as the  
16 person most knowledgeable or 30(b)(6) witness for Las Vegas  
17 Development Fund.

18           I got an additional four hours. And so, that went on October  
19 13th of 2021.

20           When I took that deposition, I did not have the unredacted  
21 Kyle Scott documents. I didn't have them. I have them now. I just got  
22 them at the end of last month, but I had to take his deposition. There  
23 were things in there I wanted to talk to him about that I would have liked  
24 to have known that I know now, but I didn't know then.

25           The outside counsel eyes only documents, same thing. Didn't

1 have those unredacted documents till late last year. There are things in  
2 there I would have liked to have talked to Mr. Dziubla about, which  
3 means, you know, I have to take more of his deposition. I already  
4 prepared for that.

5 I haven't even gotten into the fact that he didn't even bother to  
6 prepare at all for the deposition, which goes back to my comment about  
7 abusive litigation practices that cause interminable delays.

8 But Your Honor, remember, when we were first here back in  
9 2018 and early 2019, the Defendants were pushing for this evidentiary  
10 hearing to happen and we were begging for information. And as 20 -- 19  
11 waned, we kept coming back to the Court going we're not getting  
12 information.

13 I am certain that as we were arguing those motions in  
14 December of 2019, the Court never dreamed that two years later we  
15 would -- not only would the case not be over, we'd still be arguing about  
16 discovery.

17 I certainly have been surprised by that. And so, this is exactly  
18 why. Because every step of the way, it's roadblock, roadblock, road  
19 block.

20 And so, we worked through and taken the depositions. We've  
21 taken the expert depositions, all that stuff. And we still just last, you  
22 know about -- just over a month ago, I got a new discovery responses.  
23 And they have -- because we followed up on some they weren't quite  
24 done when this came in, but they're still saying we will provide  
25 nonprivileged documents. They haven't. We will provide a privilege log.

1           And then, just plain, you know, didn't testify about some of  
2 those topics. Some of them we didn't get to on [indiscernible] because  
3 there wasn't time and he hadn't prepared for the other stuff.

4           But he's prepared to provide binding answer -- he's required to  
5 be prepared to binding answers. And he doesn't, it's sanctionable. And  
6 again, this is when you don't come prepared, your 30(b)(6) witness is not  
7 prepared, it's tantamount to not appearing at all.

8           And when we start staffing all of these things on top of each  
9 other, this is where we get into case dispositive sanctions because as  
10 the Court can see, I mean, I've been talking for over an hour. And I  
11 talked for quite a while before.

12           And this is the epitome of repetitive, abusive, and recalcitrant  
13 behavior. It's the epitome of abusive litigation practices that cause  
14 interminable delays.

15           This is willful and recalcitrant disregard of the judicial process.  
16 Those are all quotes from Foster versus Dingwall. And that's what's  
17 gone on here.

18           Interestingly enough, in Foster versus Dingwall, there weren't  
19 this many. There were not this many abuses. This goes -- I mean, it  
20 took me 60 pages to explain what has happened.

21           That's just in the facts. And so, we get to the Young versus  
22 Johnny Ribeiro factors, and the first one is the willfulness of the  
23 offending party, the willfulness of the offending party.

24           We have two lawyers. Three entities, they're individuals.  
25 Three entities, whose CEO and president are lawyers. Only Mr. Fleming

1 is not a lawyer. They know what's going on.

2 Mr. Dziubla has been involved in almost every hearing, if not  
3 every hearing. He testified that he spends 20 hours a week up to 20  
4 hours a week working on this litigation.

5 And they know what's going on here. This can only be  
6 considered willfulness. There's order after order. Motion after motion to  
7 comply. They don't comply just shenanigans is what had gone on here.

8 The extent that the nonoffending party would be prejudiced by  
9 lesser sanction, this is the one the Court brought up.

10 And I would tell Your Honor in -- with regard to the Kyle Scott  
11 and the outside counsel eyes only documents, the Court can see the  
12 prejudice there just in how much it costs our client to compel those  
13 documents and even have a shot to move forward.

14 With the Kyle Scott, we had already taken his deposition.  
15 With the outside counsel eyes only documents, we had already taken  
16 Dziubla's deposition. We'd already taken Fleming's deposition.

17 All that work would have to be re-done. That is making  
18 a -- that is a willful and recalcitrant disregard for the judicial process  
19 making us just re-do everything every step of the way.

20 The severity of striking the parties answer relative to the  
21 severity of the discovery of the discovery abuse, again, I've been  
22 practicing a really long time. I'm running towards 23 years here. I've  
23 never seen anything like this.

24 In the cases that I've reviewed in preparation for this motion, I  
25 didn't see anything close to this. This -- the Defendants have made an

1 because there has been no deprivation of evidence. There's been  
2 nothing that they can't prove up their claim. And he's admitted it, in fact,  
3 by saying that the only problem here is that he believes there's been a  
4 delay.

5 You know, it happens in cases where you have discovery  
6 disputes. Things get delayed.

7 In fact, my clients just had to extend discovery. And we did  
8 request that, but you know why we requested it? Because Mr. Aldrich  
9 informed us that his clients did not intend to sit for any depositions.

10 And you pointed on that earlier, too. You said case dispositive  
11 sanctions might be appropriate if a party doesn't sit for depositions.

12 The only party here who's involved in any conduct that may  
13 have potentially warranted case dispositive sanctions for Plaintiff, but  
14 honestly we've let them out of it by extending discovery and we'll see if  
15 they sit.

16 And so, my point being Your Honor, I've been happy to argue  
17 and go through the record and respond to the argument that's been  
18 made.

19 I'm not going to be able to do it in 10 minutes, but I think  
20 based on what you have now, you can deny the motion.

21 THE COURT: All right, I understand, ma'am. I do, but I don't  
22 want to deprive you of your opportunity of making your record. You  
23 understand what I mean?

24 MS. CHAMPION: Yes, Your Honor. And if the concern is for  
25 the record and for making my record, I'm happy to come back at another

1           The second is Defendants, Counterclaimants motion for  
2 protective order regarding the amended subpoena duces tecum to  
3 Shawn Flynn [phonetic] or in the alternative motion to enforce.

4           And thirdly is the one just mentioned, Plaintiff,  
5 Counterdefendants' motion for declaratory relief.

6           MS. CHAMPION: Okay.

7           THE CLERK: Those were the three.

8           MS. CHAMPION: Understood, thank you.

9           THE CLERK: Thank you.

10          THE COURT: All right. That's it, right?

11          THE CLERK: Uh-huh, thank you, Judge.

12          THE COURT: Everyone, enjoy your day.

13          MS. CHAMPION: Thank you.

14          MS. LOVELOCK: Thank you, Your Honor.

15          THE COURT: All right.

16                           [Proceedings concluded at 3:16 p.m.]

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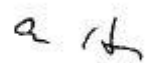
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20          ATTEST: I do hereby certify that I have truly and correctly transcribed the  
21 audio/video proceedings in the above-entitled case to the best of my ability.

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Chris Hwang  
Court Reporter

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# EXHIBIT 9

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**RTRAN**

DISTRICT COURT  
CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT,  
LLC,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT  
FUNDS, LLC, et al,

Defendants.

CASE#: A-18-781084-B  
DEPT. XVI

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS, DISTRICT COURT  
JUDGE

FRIDAY, MARCH 11, 2022

**RECORDER'S TRANSCRIPT OF HEARING  
ALL PENDING MOTIONS**

APPEARANCES:

For the Plaintiff/  
Counterdefendant

JOHN ALDRICH, ESQ.  
[in-person]

For the Defendants/  
Counterclaimants

ANDREA CHAMPION, ESQ.  
NICOLE E. LOVELOCK, ESQ.  
[via BlueJeans]

RECORDED BY: MARIA GARIBAY, COURT RECORDER



1 exactly a month --

2 THE COURT: When does the close of discovery begin again,  
3 ma'am? Because I was listening to you, but I think I was looking at the  
4 wrong portion of my calendar.

5 MS. CHAMPION: The close of discovery is a month from  
6 tomorrow. So it is April 12th, which is why it is so pressing that the bond  
7 has to be posted immediately.

8 And if the bond isn't going to be posted immediately, then  
9 we -- I have no option but to ask for a stay, which is disappointing for my  
10 client, because we've noticed the party depositions.

11 I think we're on the eighth deposition notice. We're ready to  
12 go on Monday. And if they don't appear, I mean, we'll be in here on a  
13 different motion in front of you, but we can't do that.

14 We can't proceed if this bond isn't going to be posted,  
15 because otherwise there's no way we can complete discovery and get  
16 ready for a trial because there's a very real possibility that we're going to  
17 be in a deficiency action because we don't think that the property's  
18 actually going to ever cover the amount of the debt that's owed. That's  
19 the predicament that my client is in.

20 THE COURT: So you think that notwithstanding the claims  
21 that the property's worth \$22-plus million or 24 I forget what the exact  
22 number is, you think it's worth less?

23 MS. CHAMPION: Yes absolutely, Your Honor. We think that  
24 appraisal is not -- no good and that we really don't -- we think that that  
25 property does not have the amount of value that's going to be enough to

1 cover this debt.

2 And that's a real concern to my client. I can't let my client  
3 proceed to close discovery and go to trial on this case until we know  
4 what that property's actually worth.

5 And if Front Sight posts the bond, then we don't have this  
6 problem, right? Then we can -- then the stay can get lifted and we can  
7 proceed with discovery and re-set the trial.

8 But the problem is is that we don't know if they're going to post  
9 the bond. And we have to be prepared for the reality that they may not.

10 THE COURT: Okay.

11 MR. ALDRICH: If I may, Your Honor?

12 THE COURT: Oh, absolutely.

13 MR. ALDRICH: All right, so a couple things. We heard a  
14 minute ago that we got an appraisal for \$25 million, so we should be  
15 able to get a loan immediately.

16 Right now, you just heard, oh, it's not really worth that much.  
17 Okay, we got in literally three minutes, we have heard two different  
18 positions.

19 Here's the thing. It is not possible to happen in seven days. If  
20 we need to have a stay or take all the deadlines and push them the  
21 amount of time the Court gives us -- so if the Court gives us until I think  
22 Your Honor said April 22nd.

23 If the Court gives us till the 22nd, we just take all the deadlines  
24 and push them that distance, I really don't have any problem with that.

25 That resolves their problem and it also solves my problem that

1 would be considered routine, because everything changes. I mean,  
2 yeah, litigation, but and so do [indiscernible].

3 All right, here's my last question. Hypothetically, I set the April  
4 22nd date, I set the status check.

5 Where do we go from here procedurally? What happens from  
6 a discovery perspective? I'm trying to get my head around  
7 all -- everything that would happen. Does the case thaw for now?

8 MS. CHAMPION: No.

9 THE COURT: Ms. Champion, go ahead and tell me and I'll  
10 listen to Mr. Aldrich.

11 MS. CHAMPION: Yeah, it does not. I mean, if you're going  
12 to -- if we're talking about setting a status check on the 26th after the  
13 bond's supposed to be posted on the 22nd, and we are taking probably  
14 depositions next week and proceeding. We are starting our expert  
15 depositions of the Plaintiff's experts the following week.

16 I mean, my clients are ready to go. We're ready to get these  
17 depositions taken and to close out discovery.

18 Like I said, the problem that I'm in, right, is that I've got a close  
19 of discovery deadline, but if you are inclined to have that status check  
20 and to let us re-open discovery with that understanding, then we're going  
21 to keep trucking along.

22 THE COURT: Okay, and I needed to know that, too. And  
23 remember this, and this is so overlooked comes to discovery orders  
24 based upon Rule 16, possible sanctions under Rule 37, and so on and  
25 so on. And I think the lawyers always say, judge, we got rules in place,

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Seal Exhibit 16 to 21? Is that --

THE COURT: Oh, yeah.

MR. ALDRICH: We have Motion to Seal, I don't --

THE COURT: Yeah.

MR. ALDRICH: -- have any objection to that.

THE COURT: No objection.

THE CLERK: So granted, no objection?

THE COURT: Yes, ma'am.

THE CLERK: Thank you.

THE COURT: Thank you for catching that. Okay, everyone  
enjoy your weekend.

MS. CHAMPION: Thank you, Your Honor, you, too.

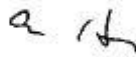
MR. ALDRICH: Thank you, Your Honor.

THE COURT: All right.

[Proceedings concluded at 10:43 a.m.]

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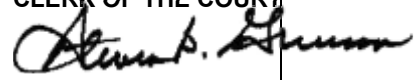


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Chris Hwang  
Court Reporter

# EXHIBIT 10

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RTRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND  
LLC, et al,

Defendants.

CASE#: A-18-781084-B

DEPT. XVI

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS,  
DISTRICT COURT JUDGE

THURSDAY, MARCH 17, 2022

**RECORDER'S TRANSCRIPT OF HEARING:  
STATUS CHECK RE: TENTATIVE SETTLEMENT AGREEMENT**

APPEARANCES:

For the Plaintiff/  
Counterdefendnt

JOHN P. ALDRICH, ESQ.  
[Via BlueJeans]

For the Defendants/  
Counterclaimants

ANDREA M. CHAMPION, ESQ.  
[Via BlueJeans]

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Las Vegas, Nevada, Thursday, March 17, 2022

[Case called at 9:14 a.m.]

THE COURT: Good morning everyone. And welcome you to today's Thursday, March 17<sup>th</sup>, 2022, 9 o'clock a.m. law and motion calendar. I apologize for the technical difficulties, but we had to get a tech in here and I don't know exactly what the problems were, but they fixed it apparently. Is that correct?

THE COURT RECORDER: Yes, Your Honor.

THE COURT: All right. And so --

[The Court and Law Clerk confer]

THE COURT: Okay. And so we're going to proceed in case order as set forth on the calendar. And we're going to call one matter out of order.

First up, Front Sight Management, LLC, versus Las Vegas Development Fund, LLC. Let's go ahead and set forth our appearances for the record.

MR. ALDRICH: Good morning, Your Honor. John Aldrich on behalf of Plaintiff and Counterdefendants.

MS. CHAMPION: Good morning, Your Honor. Andrea Champion on behalf of Defendants and Counterclaimant.

THE COURT: Okay, counsel, good morning. And tell me what's going on.

MR. ALDRICH: Ms. Champion.

MS. CHAMPION: Your Honor, I think this is [indiscernible] on

1 this case. The parties on Sunday reached a tentative settlement  
2 agreement.

3 THE COURT: All right.

4 MS. CHAMPION: We have agreed not to put the amounts on  
5 the record, but I think it's fair to say there's both a monetary settlement  
6 amount that is confidential. And then there -- the settlement also  
7 contemplates working through various EB-5 issues as obviously this case  
8 relates to an EB-5 loan.

9 We, the parties, have agreed to the settlement amounts, but  
10 are still working through those EB-5 issues, which is why it is only a  
11 tentative settlement.

12 THE COURT: I understand.

13 MS. CHAMPION: We are continuing to work together to work  
14 through those issues. In order to do so, we have agreed to put pencils  
15 down on discovery, including the depositions that were going to be taking  
16 place this week. We wanted to appear before you this morning to let you  
17 know. And we are hopeful that we are able to wrap it up and reach our  
18 final settlement agreement in short order. If we are unable to do so, we  
19 intend to proceed with the depositions in the order that they were set and  
20 then we'll probably be back in front of you on a motion to extend  
21 discovery.

22 But I also wanted to make clear that I know last time we were  
23 here we set the bonds and a date for the bond. And it's our position that  
24 that date won't change, and so our intent to get through the settlement  
25 agreement before that date.



1 THE COURT: I understand.

2 So, Mr. Aldrich, sir. Is there anything you want to add, sir?

3 MR. ALDRICH: No, I don't have anything to add. And I'm in  
4 agreement with what Ms. Champion said.

5 THE COURT: All right. How about this? What do you think, a  
6 status check in a month, 30 days, 2 weeks, 6 weeks? What would be  
7 best?

8 MS. CHAMPION: We haven't talked about that in advance,  
9 we probably should've. I would say two weeks only because part of the  
10 tentative settlement contemplates an exchange of documents this week  
11 and then working through those EB-5 issues. We -- hopefully, we'll have  
12 a better sense within two weeks if this settlement is going to be finalized  
13 and be able to give you a good update at that point.

14 THE COURT: I understand.

15 And, Mr. Aldrich, how do you feel about that, sir?

16 MR. ALDRICH: That's fine with me, Your Honor.

17 THE COURT: All right. And based upon the fact that we still  
18 have balls in the air, that's why I picked two weeks versus 30 days as a  
19 potential date because, you know, I think it's best to keep a little pressure  
20 on on your clients. And I know you're doing your best to wrap this matter  
21 up.

22 So that in two weeks, the date would be, Mr. Clerk?

23 THE CLERK: Yes, Judge. Two weeks brings us to March 31<sup>st</sup>  
24 at 9:00 a.m.

25 THE COURT: And for now, we'll stay all pending matters until

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I see you on the -- in two weeks.

MS. CHAMPION: Thank you, Your Honor.

THE COURT: Okay.

MR. ALDRICH: Thank you, Your Honor.

THE COURT: All right.

THE COURT: And enjoy your day, both of you.

MS. CHAMPION: Okay, you too.


MR. ALDRICH: You as well.

THE COURT: All right.

[Hearing concluded at 9:18 a.m.]

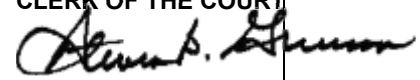
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MARIA L. GARIBAY  
Court Recorder/Transcriber

# EXHIBIT 11

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RTRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT FUND  
LLC, et al,

Defendants.

CASE#: A-18-781084-B

DEPT. XVI

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS,  
DISTRICT COURT JUDGE  
MONDAY, APRIL 25, 2022

**RECORDER'S TRANSCRIPT OF HEARING:  
STATUS CHECK: BOND POSTED**

APPEARANCES:

For the Plaintiff/  
Counterdefendant

JOHN P. ALDRICH, ESQ.  
[Via BlueJeans]

For The Defendants/  
Counterclaimants

ANDREA M. CHAMPION, ESQ.  
[Via BlueJeans]

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Las Vegas, Nevada, Monday, April 25, 2022

[Case called at 9:05 a.m.]

THE COURT: Okay. Good morning. And I just want to welcome everyone to the Monday, April 25<sup>th</sup>, 2022, 9 o'clock a.m. session. And we only have one matter on. And that's Front Sight Management, LLC, versus Las Vegas Development Fund. And let's go ahead and set forth our appearances for the record.

MR. ALDRICH: Morning, Your Honor. John Aldrich on behalf of the Plaintiff and Counterdefendants.

MS. CHAMPION: Good morning, Your Honor. Andrea Champion on behalf of Defendants and Counterclaimant.

THE COURT: Okay. And once again, good morning. And this is a status check regarding a bond. Can you tell me where we're at on that issue?

MS. CHAMPION: Your Honor, my understanding is is that the Plaintiff, Front Sight Management, did not post the bond on Friday. I emailed Mr. Aldrich at about 5 o'clock on Friday to confirm that was our understanding and to ask him if we were mistaken to inform us. I have not heard from Mr. Aldrich. I assume he will correct me if I'm wrong if the bond has been posted. But as of now, it's our understanding it has not been. And so based on that, we've reached out to a title company, and our client is intending to proceed with the non-judicial foreclosure because your order specifically states that if the bond was not posted by Friday, the TRO was immediately dissolved and my client could

1 immediately begin proceeding with non-judicial foreclosure. That is our  
2 plan.

3 I will tell you that we've reached out to the title company.  
4 They do need to substitute in and then we need to evaluate whether we  
5 need to do an amended notice of default. And so I very much anticipate  
6 that we will not be able to finish the non-judicial foreclosure in the next 30  
7 days. I think it'll be realistically more like 45 to 60 days. I know that our  
8 discovery in this matter closes in June, and so I think probably the best  
9 course is to proceed with the discovery we still have on the claims  
10 remaining, to set this case for a status check in about 30 days so that we  
11 can evaluate at that point where we are in the non-judicial foreclosure  
12 process if we need to amend to make this a deficiency action and to talk  
13 about any additional discovery that needs to be done in light of the non-  
14 judicial foreclosure.

15 THE COURT: All right. Thank you, ma'am.

16 Mr. Aldrich?

17 You might have to hit star four, sir.

18 MR. ALDRICH: Well, and I meant -- have a little bit of a  
19 connectivity issue. Can you hear me?

20 THE COURT: I can hear you now, sir.

21 MR. ALDRICH: Okay. If I end up having a problem, I'll call in  
22 real quick. But my understanding is the bond has not been posted. That  
23 is correct. My client asked me to ask the Court for an additional 10 days.  
24 He said he didn't have enough time. I understand what the order says.  
25 But at my client's request, I am -- I'll make that request. He thought if he

1 had another 10 days he'd be able to get all that put together. He was just  
2 short on time. I don't have a whole lot of other comment to anything else,  
3 but it is my understanding the bond has not been posted.

4 THE COURT: All right. And I don't know this for sure; but  
5 hypothetically, if he posted the bond in 10 days, I don't know if the other  
6 side would have a problem with that.

7 MS. CHAMPION: Yes, Your Honor, we would have a problem  
8 with that for a number of reasons.

9 THE COURT: Okay.

10 MS. CHAMPION: First of all, you know, we are well beyond  
11 the maturity date. You were very generous in allowing them additional  
12 time to post the bond. And secondly, Mr. Piazza sent out an email last  
13 night to all of his members conceding that he didn't post the bond, that he  
14 didn't intend to post the bond, but that he had big news coming for Front  
15 Sight, and so my client has very valid concerns. Mr. Piazza intentionally  
16 did not post the bond so that he could drain the company and to open  
17 somewhere else. So we very much have an objection to any extension  
18 and any additional delay. There's already been too much delay and this  
19 loan is well overdue.

20 THE COURT: And, ma'am, and here's my point. I wasn't  
21 saying that I should extend it for 10 days, but say hypothetically out of  
22 nowhere the bond was posted, then we have another issue to deal with.  
23 But it hasn't been posted and there's no formal request in writing as to  
24 the proper basis to post it. And you're right; I think I have been, as far as  
25 this matter is concerned, I've been giving enough time to do what's

1 necessary from a posting of the bond perspective. And so what I'm going  
2 to do is this. Ma'am, you said a status check in what, 30 days?

3 MS. CHAMPION: I think that would be appropriate, Your  
4 Honor.

5 THE COURT: Yeah. And that's what I'm going to do. We'll  
6 set a status check in 30 days.

7 Mr. Aldrich, all I can say is this. In the interim, if your client  
8 posted the bond then that would be something else to consider, but I'm  
9 not going to extend the time.

10 MR. ALDRICH: Understood, Your Honor.

11 THE COURT: Right, you know, but that's what we're going to  
12 do.

13 So thirty days would be when?

14 THE CLERK: That would be on May 25<sup>th</sup> at 9:00 a.m.

15 THE COURT: At 9:00 a.m. Is that a Tuesday or a Thursday?

16 THE CLERK: That's a Wednesday.

17 THE COURT: Okay. That's perfect.

18 You got that, ma'am? You got that, Mr. Aldrich,  
19 Ms. Champion?

20 MS. CHAMPION: Yes.

21 MR. ALDRICH: Yes, Your Honor.

22 MS. CHAMPION: Your Honor, but I do have a scheduling  
23 conflict with May 25<sup>th</sup>. And in fact, we have the renewed hearing motion  
24 for summary judgment for Jennifer Piazza set on that date. I've already  
25 reached to Mr. Aldrich to let him know I am not available that date, so I



1 would request another date. And then hopefully we can also move MSJ  
2 hearing to the other date or Mr. Aldrich and I can work after this hearing  
3 to address that.

4 THE COURT: Here's my question, ma'am. Is it specifically  
5 that date or is it a series of dates?

6 MS. CHAMPION: No, it's that date. I have a personal  
7 appointment that morning that I've had for a while and I cannot move it.

8 THE COURT: I understand. What about the Thursday, the  
9 day after?

10 THE CLERK: The Thursday, the day after? You have  
11 something Thursday, the day after.

12 THE COURT: No, the --

13 THE CLERK: The 26<sup>th</sup> of May?

14 THE COURT: Yes.

15 May 26<sup>th</sup> at 9 o'clock. How's that?

16 MS. CHAMPION: Perfect, Your Honor.

17 THE COURT: Mr. Aldrich?

18 MR. ALDRICH: That works for me, Your Honor.

19 And we did talk about that hearing on the motion for summary  
20 judgment. Does, Your Honor, want to move that now or would you prefer  
21 that we submit a stipulation to do that?

22 THE COURT: No, we can move it. I mean if we're in  
23 agreement, let's move it now to the same day.

24 THE CLERK: Okay.

25 MR. ALDRICH: Okay.

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MS. CHAMPION: Thank you, Your Honor.

THE COURT: All right. And so for the record, that motion for summary judgment that's currently set for -- what date is that again?

THE CLERK: That's May the 26<sup>th</sup>, Thursday.

THE COURT: Yeah, that was set for the 25<sup>th</sup> will be moved to the 26<sup>th</sup>. Got it?

MR. ALDRICH: Thank you.

THE COURT: All right. Everyone enjoy your day.

MS. CHAMPION: Thank you.


MR. ALDRICH: You as well, Your Honor.

THE COURT: All right.

[Hearing concluded at 9:13 a.m.]

\* \* \* \* \*

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**RTRAN**

DISTRICT COURT  
CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT,  
LLC,

Plaintiff,

vs.

LAS VEGAS DEVELOPMENT  
FUNDS, LLC, et al,

Defendants.

CASE#: A-18-781084-B

DEPT. XVI

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS, DISTRICT COURT  
JUDGE

FRIDAY, MAY 13, 2022

**RECORDER'S TRANSCRIPT OF VIDEO CONFERENCE HEARING  
ALL PENDING MOTIONS**

APPEARANCES:

For the Plaintiff/  
Counterdefendant

JOHN ALDRICH, ESQ.  
[via BlueJeans]

For the Defendants/  
Counterclaimants

ANDREA CHAMPION, ESQ.  
[via BlueJeans]

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Las Vegas, Nevada, Friday, May 13, 2022

[Case called at 9:01 a.m.]

THE COURT RECORDER: We are on the record, Your Honor.

THE COURT: Okay, I just want to say good morning to everyone. And let's go ahead and note our appearances for the record.

MR. ALDRICH: Good morning, Your Honor, John Aldrich on behalf of Plaintiff and Counterdefendants.

MS. CHAMPION: Good morning, Your Honor, Andrea Champion on behalf of the Defendant and Counterclaimants.

THE COURT: All right, and it's my understanding, Ms. Champion, it's your motion. Is that correct, ma'am?

MS. CHAMPION: Yes, it is, Your Honor.

THE COURT: Okay, you have the floor.

MS. CHAMPION: Thank you. We are here today seeking a temporary restraining order and preliminary injunction to prevent the transfer, waste, and destruction of Front Sight's assets.

The context of this motion is so important. As you know, Your Honor, Front Sight was required to post a substantial bond just under \$10 million on April 22nd of this year.

Front Sight did not post that bond. On April 24th, Mr. Piazza on behalf of Front Sight sent out a newsletter, which we have attached to our motion as Exhibit B, that he sent to hundreds of thousands of Front Sight members, telling them that the Court was allowing the

1 property to be foreclosed, that a trial in this case would never occur,  
2 which was actually not the Court's ruling, but that he had big and  
3 positive but secret news coming.

4 On April 25th, the very next morning, the parties appeared  
5 before you on the status check on the bond. At that hearing, Front Sight  
6 asked for an additional 10 days to post the bond, a request that you  
7 rightfully denied.

8 And then, just an hour later, again, a four-day marathon of  
9 nonappearances, intentional and willful nonappearances at Front Sight  
10 and the Piazzas.

11 It's in that context, Your Honor, and in light of the history of the  
12 Piazzas using Front Sight as their personal piggybanks as evidenced by  
13 the Bank of America records that have been obtained during discovery  
14 and as outlined in the expert report of Jeffrey Porter [phonetic], that we  
15 believe that Front Sight's big and positive but secret news is some type  
16 of reboot of Front Sight elsewhere using Front Sight's assets.

17 In other words, we're at the end of this case. You've  
18 repeatedly told these parties at hearings that if they don't appear for  
19 depositions, that the motion for terminating sanctions was coming. They  
20 chose not to appear for those depositions and we have now filed our  
21 motion for sanctions.

22 And in light of that, and knowing that they were not going to  
23 appear for these depositions, these parties decided that they were going  
24 to tuck and run, take everything with it.

25 What else could it be? What I find most telling, Your Honor, is

1 that after we filed this motion and the opposition Front Sight claims, well,  
2 this is speculation, they don't have proof, I mean, yes, we have Mr.  
3 Piazza's new [phonetic].

4 You know what the easiest way to show this Court that they're  
5 not doing exactly what we think they are is? It's to provide sworn  
6 declarations under oath or to provide bank statements for the last year  
7 showing that Front Sight hasn't been transferring its assets, hiding  
8 money, taking things. The hearing for the deficiency act we've been  
9 telling Your Honor all year long is coming.

10 And they didn't do that. And I think that is the most telling  
11 thing about this motion.

12 And you know, Your Honor, it can't be a reboot of Front Sight  
13 elsewhere using the Piazza's own personal money because Mr. Aldrich  
14 told you at the last hearing that the Piazzas didn't have the personal  
15 financial wherewithal to post a \$10,000,000 bond.

16 And so clearly, [indiscernible] Front Sight. And Your Honor,  
17 that [indiscernible] is that this --

18 THE COURT: And Ms. Champion, I don't want to cut you off,  
19 ma'am, but I'm getting a little feedback from someone.

20 MS. CHAMPION: Is this better, Your Honor?

21 THE COURT: Yes.

22 MS. CHAMPION: Okay. The other point I want to make, Your  
23 Honor, and stress is that this is an email that was sent to Front Sight's  
24 members. It's not an email that Mr. Piazza sent to a personal friend, or  
25 you know, some other person.



1                   Now I made some other comments in my briefing. The  
2 Defendants are asking Your Honor to enjoin various Defendants without  
3 having given any evidence that [indiscernible] inappropriate. Assets  
4 including vehicles, boats, and San Francisco Giants tickets, and all  
5 these things.

6                   What they haven't shown is why the Court would need  
7 to -- would -- should enjoin those things. Now yesterday --

8                   THE COURT: And, Mr. Aldrich, I understand I have one  
9 question for you though.

10                  MR. ALDRICH: Yeah.

11                  THE COURT: And I do understand your argument. I respect  
12 your argument. But what's the impact of the no show for the deposition?

13                  And the reason why I bring that up, I would anticipate that a lot  
14 of the concerns and issues that are being raised by the Defendants in  
15 this case potentially could have been addressed at the deposition. And  
16 consequently, they were precluded from inquiring into these areas as it  
17 pertains to assets.

18                  MR. ALDRICH: Uh-huh. Yes, Your Honor. So -- and we  
19 received a motion yesterday. Another one on an order shortening time.  
20 And we're going to talk about scheduling on that at the end, but that  
21 relates to that -- to the depositions. We spoke --

22                  THE COURT: Yeah, I don't mind telling you this, but to me,  
23 that's a real big deal. I mean, that's a significant concern because what  
24 the no show, not showing up for the deposition prevents the Defense  
25 from conducting the appropriate discovery and to obtain testimony under

1 oath regarding assets and the like and what the intents are.

2 And so, I do realize we have a newsletter, but the Defendants  
3 are being precluded based upon the no show from even inquiring into  
4 that area.

5 MR. ALDRICH: Yes, Your Honor. So two days ago, I spoke  
6 with Ms. Lovelock and Ms. Champion on the phone. And we discussed  
7 the depositions briefly.

8 I told them I would get additional dates. I provided some  
9 dates yesterday that they would be available. Ms. Champion wrote back  
10 to me and said she was not available at that time.

11 She felt like I was acting in bad faith, because we had  
12 apparently talked about her not being available on the dates I provided,  
13 but I'm going to provide more -- I actually got some more dates this  
14 morning. And I'll provide those today.

15 But nonetheless, I had -- have asked for additional dates. Of  
16 course, now there's a motion pending as well. That can be addressed,  
17 but I do have additional dates for them to appear.

18 And I hear what the Court is saying on that issue. But I -- I'm  
19 back to -- for the purpose of this motion, there's no evidence that  
20 anything untoward is happening.

21 The other thing is --

22 THE COURT: But my point is -- my point is the Defendants  
23 were precluded from obtaining that evidence based upon the no show to  
24 the deposition.

25 MR. ALDRICH: Yeah, so, and Your Honor, let me just

1 far as this motion's concerned because the case is -- I'll be candid with  
2 you, Mr. Aldrich.

3 This case is in a much different position today than I had  
4 anticipated. You know, but it is what it is. And I just have to deal with  
5 what's on my plate right now.

6 MR. ALDRICH: Okay, so to answer your first question, is  
7 there an inference? I believe the answer's no. The -- certainly when a  
8 party doesn't appear at a deposition, there can be a request for  
9 sanctions and one of those sanctions can be an inference, but as we're  
10 sitting here today, I don't believe that there's an inference.

11 Secondly --

12 THE COURT: Well, what about the purpose -- and I'm not  
13 saying hypothetically an inference long-term likely that would be utilized  
14 for the purpose of the spoliation at the time of trial. I realize we're not  
15 there yet and there's others motions pending.

16 But for the purposes of this motion itself, and I just want to  
17 make sure I understand what were the conditions upon which Mr. Piazza  
18 failed to show up for his deposition?

19 MR. ALDRICH: Yeah, Your Honor, I just became aware that  
20 he wasn't available and he wasn't there. I don't have a great answer,  
21 you know, specifically for you on that. I just know he wasn't available.

22 And then to be clear, there -- those were dates that we gave.  
23 And he thought he was going to be available, but he did not appear.

24 THE COURT: Yeah, and Mr. Aldrich, for the record, I don't  
25 mind saying this. I respect your work significantly, tremendously over

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THE COURT: And that's clearly germane, yes.

MS. CHAMPION: Well, Your Honor, we're missing them for the last year, so I would request that they be provided for the last year.

THE COURT: Last year it will be.

MS. CHAMPION: Thank you, Your Honor.

THE COURT: And -- okay. Everyone enjoy your day.

And C.J., I'll be in this afternoon.

THE CLERK: Oh, okay, great, Judge. Look forward to seeing you.

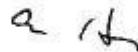
THE COURT: Okay, bye.

THE CLERK: Bye.

[Proceedings concluded at 9:40 a.m.]

\* \* \* \* \*

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.

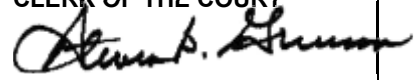


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Chris Hwang  
Court Reporter

# EXHIBIT 13

Electronically Filed  
6/22/2022 2:40 PM  
Steven D. Grierson  
CLERK OF THE COURT



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Center, LLC, EB5 Impact Advisors, LLC,  
Robert W. Dziubla, Jon Fleming and Linda Stanwood*

**DISTRICT COURT**

**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.

CASE NO.: A-18-781084-B  
DEPT NO.: XVI

**NOTICE OF ENTRY OF ORDER  
GRANTING IN PART DEFENDANTS' AND  
COUNTERCLAIMANT'S MOTION FOR  
CASE DISPOSITIVE SANCTIONS**

25  
26 **AND ALL RELATED COUNTERCLAIMS**  
27  
28

**JONES LOVELOCK**  
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Las Vegas, Nevada 89119

1 PLEASE TAKE NOTICE that the *Order Granting In Part Defendants' and*  
2 *Counterclaimant's Motion for Case Dispositive Sanctions* was filed on the 22<sup>nd</sup> day of June 2022, a  
3 true and correct copy of which is attached hereto.

4 DATED this 22<sup>nd</sup> day of June 2022.

5  
6 **JONES LOVELOCK**

7 /s/ Andrea M. Champion, Esq.  
8 Nicole Lovelock  
9 Nevada Bar No. 11187  
10 Sue T. Cavaco  
11 Nevada State Bar No. 6150  
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26  
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28  
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**CERTIFICATE OF SERVICE**

1  
2 The undersigned hereby certifies that on the 22<sup>nd</sup> day of June 2022, a true and correct copy of  
3 the foregoing **NOTICE OF ENTRY OF ORDER GRANTING IN PART DEFENDANTS' AND**  
4 **COUNTERCLAIMANT'S MOTION FOR CASE DISPOSITIVE SANCTIONS** was served by  
5 electronically submitting with the Clerk of the Court using electronic system and serving all parties with  
6 an email on record.

7  
8 /s/ Lorraine Rillera  
9 An employee of JONES LOVELOCK  
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*Stewart L. Smith*  
CLERK OF THE COURT

1 **ORDER**

2 Andrea M. Champion, Esq.  
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19 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

20 **DISTRICT COURT**

21 **CLARK COUNTY, NEVADA**

22 FRONT SIGHT MANAGEMENT LLC, a  
23 Nevada Limited Liability Company,

24 Plaintiff,

25 vs.

26 LAS VEGAS DEVELOPMENT FUND LLC,  
27 a Nevada Limited Liability Company; et al.,

28 Defendants.

CASE NO.: A-18-781084-B  
DEPT NO.: XVI

**ORDER GRANTING IN PART  
DEFENDANTS AND  
COUNTERCLAIMANT’S MOTION FOR  
CASE DISPOSITIVE SANCTIONS**

**AND ALL RELATED COUNTERCLAIMS**

This matter came before the Court on May 25, 2022, at 10:30 a.m., on Defendants and Counterclaimant’s Motion for Case Dispositive Sanctions and Supplement to Defendant and Counterclaimants’ Motion for Case Dispositive Sanctions (collectively, the “Motion”), with John P. Aldrich, Esq. appearing on behalf of Counterdefendants Jennifer Piazza (“Mrs. Piazza”), Ignatius Piazza (“Mr. Piazza”), VNV Dynasty Trust I (“VNV I”), and VNV Dynasty Trust II (“VNV II”) (collectively, the “Counterdefendants”), and Andrea M. Champion, Esq. appearing on behalf of

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1 Defendant/Counterclaimant Las Vegas Development Fund, LLC (“LVDF”), Defendant Robert W.  
2 Dziubla, Defendant Jon Fleming, Defendant Linda Stanwood, Defendant EB Impact Capital  
3 Regional Center, LLC (“EB5IC”), Defendant EB5 Impact Advisors, LLC (“EB5IA”) (collectively,  
4 the “Lender Parties”). Because Front Sight Management LLC (“Front Sight”) filed a petition for  
5 bankruptcy on May 24, 2022, the Court did not hear argument on, or consider, that portion of the  
6 Motion that relates to Front Sight or that is otherwise stayed based on Front Sight’s bankruptcy  
7 petition.<sup>1</sup> Having considered the briefing and having heard oral argument of the parties through their  
8 respective counsel with regard to the Counterdefendants, the Court now makes the following  
9 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. Since March 2021, the Lender Parties have attempted to depose the  
15 Counterdefendants.

16 2. The Lender Parties repeatedly requested available dates for the Counterdefendants  
17 from March 2021 through May 2022.

18 3. In response to those requests, the Counterdefendants sometimes ignored the Lender  
19 Parties’ requests and failed to provide available dates for their depositions or sometimes provided  
20 available dates (sometimes, months farther out than what was requested by the Lender Parties).

21 4. By the end of 2021, and after the Lender Parties repeatedly re-noticed the  
22 Counterdefendants’ depositions at their request and/or after Counterdefendants’ motions for  
23 protective orders to continue their deposition(s) were granted, the parties agreed that the Lender  
24 Parties would depose the Counterdefendants the week of January 17, 2022—dates the

25  
26  
27 <sup>1</sup> The Court’s ruling does not apply to LVDF’s second cause of action for fraudulent transfers because such  
28 action is property of the bankruptcy estate of Front Sight Management, LLC. While the parties disagree as to whether  
the Court’s ruling applies to LVDF’s fourth cause of action for conversion and seventh cause of action for waste, LVDF  
has agreed not to take any action on those claims pending clarification from the bankruptcy court.

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1 Counterdefendants provided.

2 5. In December 2021, the Counterdefendants informed the Lender Parties that they did  
3 not intend to appear for their depositions. The Lender Parties made clear that the Counterdefendants  
4 did not have the option of simply failing to appear for depositions and informed the  
5 Counterdefendants if they did not provide alternative dates, and simply failed to appear for  
6 depositions, they would seek case dispositive sanctions.

7 6. At the January 12, 2022 hearing before the Court, the Lender Parties informed the  
8 Court that the parties were having an issue with the depositions set for the week of January 17, 2022,  
9 and the Court indicated that it could, and would, set an order to show cause hearing on January 24,  
10 2022 if the parties could not resolve the issue.

11 7. Following the hearing, the parties agreed that the Lender Parties would re-notice the  
12 Counterdefendants' depositions and, to allow the parties the time needed to complete depositions, to  
13 extend discovery.

14 8. On January 21, 2022, the parties executed and submitted a Stipulation and Order to  
15 the Court wherein the parties represented to the Court that they would work together to find "**firm**"  
16 deposition dates for the Counterdefendants, Front Sight, and each of Front Sight's experts. The Court  
17 relied on the parties' representations in granting their request to extend discovery and signed the  
18 order to extend discovery and continue trial.

19 9. The parties subsequently agreed that the Lender Parties would re-notice the  
20 Counterdefendants' depositions on the week of March 14, 2022—dates the Counterdefendants  
21 provided.

22 10. A day before the Lender Parties' depositions of the Counterdefendants was to  
23 commence, the parties reached a tentative settlement agreement.

24 11. On March 17, 2022, the parties appeared for a status check before the Court. At that  
25 hearing, the parties agreed that they would work towards a final settlement, including working  
26 through EB-5 issues, and the parties further represented that if they could not reach a final settlement,  
27 the parties would proceed with the Counterdefendants' depositions.

28 12. That tentative settlement agreement was never formalized. The parties dispute the

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1 reason that settlement agreement was not reached.

2 13. On April 6, 2022, the parties executed and submitted a Stipulation and Order  
3 Extending Discovery and Continuing Trial to the Court wherein the parties represented to the Court  
4 discovery needed to be extended so that the Lender Parties could complete depositions and that the  
5 depositions of Mrs. Piazza, Mr. Piazza, VNV I and VNV II had been set on “**firm**” settings of April  
6 25, 2022, April 26, 2022, April 28, 2022, and May 11, 2022, respectively. The Court relied on the  
7 parties’ representations in granting their request to extend discovery and signed the order to extend  
8 discovery and continue trial.

9 14. Due to a scheduling conflict, the parties subsequently agreed that the Lender Parties  
10 would depose VNV II on May 16, 2022—a date which the parties mutually agreed to.

11 15. Pursuant to the parties’ agreement, the Lender Parties subsequently re-noticed the  
12 Counterdefendants depositions on April 25, 2022, Mrs. Piazza; April 26, 2022, Mr. Piazza; April 28,  
13 2022 VNV I; and May 16, 2022, VNV II—the dates that the Counterdefendants provided and the  
14 Lender Parties agreed to.

15 16. On April 22, 2022, the parties appeared before the Court for a status check. Counsel  
16 for the Counterdefendants did not advise the Court or the Lender Parties during that hearing that Mrs.  
17 Piazza (or any other party) would be unavailable for their duly noticed depositions that week.

18 17. Mrs. Piazza, Mr. Piazza, the Trustee(s) of VNV I, and the Trustee(s) of VNV II all  
19 failed to appear for their duly noticed depositions.

20 18. At no point before the duly noticed depositions of the Counterdefendants did the  
21 Counterdefendants ever provide the Lender Parties with a reason for their non-appearance, nor did  
22 they advise the Lender Parties that something prevented them from appearing at their duly noticed  
23 deposition.

24 19. Instead, each day of the Counterdefendants’ duly noticed depositions (and only with  
25 the exception of VNV II), only minutes before the duly noticed depositions, counsel for the  
26 Counterdefendants notified the Lender Parties, by email, that the Counterdefendants were not  
27 appearing for their depositions. No explanation was provided for their failures to appear.

28 20. On May 13, 2022, after the Motion had been filed with the Court, the parties appeared

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1 before the Court on LVDF’s Application for Temporary Restraining Order and Motion for  
2 Preliminary Injunction to Prevent Transfer, Waste, and Destruction of LVDF’s Security and  
3 Collateral. At that hearing, the Lender Parties noted that Mrs. Piazza, Mr. Piazza, Front Sight, and  
4 VNV I had all failed to appear at their duly noticed deposition. When asked by the Court, the  
5 Counterdefendants conceded they had no explanation for Mrs. Piazza, Mr. Piazza, Front Sight and  
6 VNV I’s failures to appear.

7 21. At no point during that hearing did the Counterdefendants advise the Court or the  
8 Lender Parties that the Trustee(s) of VNV II would be unavailable for its duly noticed deposition that  
9 coming Monday, May 16, 2022.

10 22. On May 16, 2022, the Trustee(s) of VNV II also failed to appear for its duly noticed  
11 deposition without explanation.

12 23. At no point did any of the Counterdefendants file a motion for protective order to  
13 prevent their duly noticed depositions from going forward.

14 24. At the hearing on the Motion, the Court repeatedly asked why the Counterdefendants  
15 failed to appear at their depositions. No explanation or reason was given.

16 25. The Counterdefendants’ Opposition to the Motion provides no explanation  
17 whatsoever for their failures to appear at duly noticed “firm date” depositions.

18 **CONCLUSIONS OF LAW**

19 1. A deponent must attend the deposition as noticed unless the deponent obtains a  
20 protective order from the Court. NRCP 26(c); *see also Nationstar Mortg., LLC v. Flamingo Trails*  
21 *No. 7 Landscape Maint. Ass’n*, 316 F.R.D. 327, 336 (D. Nev. 2016) (stating that the duty to appear  
22 at a deposition “is relieved only by obtaining either a protective order or an order staying the  
23 deposition pending resolution of the motion for protective order).

24 2. The Nevada Supreme Court has recognized that the district courts have the power to  
25 sanction bad behavior; both pursuant to NRCP 37 and within the court’s equitable power. *See* NRCP  
26 37; *see also e.g., Bahena v. Goodyear Tire & Rubber Co.*, 126 Nev. 243, 235 P.3d 592 (2010).

27 3. NRCP 37(d)(1)(A) specifically provides that the Court may sanction a party if that  
28 party fails to attend his own deposition. Sanctions for a party’s failure to attend their own deposition

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1 includes, but is not limited to, striking pleadings in whole or in part, dismissing the action or  
2 proceeding in whole or in part, or rendering a default judgment against the disobedient party. NRCP  
3 37(d)(3); *see also* NRCP 37(b)(1).

4 4. The Nevada Supreme Court has repeatedly upheld sanctions for extreme discovery  
5 abuses including, but not limited to, parties failing to appear for deposition without first obtaining a  
6 protective order. *See Foster v. Dingwall*, 126 Nev. 56, 61, 227 P.3d 1042, 1046 (Nev. 2010); *see*  
7 *also Bahena*, 126 Nev. 243, 235 P.3d 592.

8 5. When considering what discovery sanctions should be imposed, the Court considers  
9 the following non-exhaustive factors: the degree of willfulness of the offending party, the extent to  
10 which the non-offending party would be prejudiced by a lesser sanction, the severity of the sanction  
11 of dismissal relative to the severity of the discovery abuse, whether any evidence has been irreparably  
12 lost, the feasibility and fairness of alternative, less severe sanctions, the policy favoring adjudication  
13 on the merits, whether sanctions unfairly operate to penalize a party for the misconduct of his or her  
14 attorney, and the need to deter both the parties and future litigants from similar abuses. *Young v.*  
15 *Johnny Ribeiro Building*, 106 Nev. 88, 787 P.2d 777 (1990).

16 6. At the hearing on the Motion, the Court repeatedly asked the Counterdefendants why  
17 they did not appear for their duly noticed depositions and the Counterdefendants provided no  
18 justification for the failures to appear. The Court finds that the Counterdefendants' failure to appear  
19 for duly noticed depositions was willful and intentional.

20 7. Had the Counterdefendants had a justification for their failure to appear, they would  
21 have provided that justification either in advance of the deposition, at the time of the depositions, or  
22 at the hearing on the Motion. No justification, whatsoever, was provided.

23 8. In addition, the Court finds it notable that each of the Counterdefendants—Mrs.  
24 Piazza, Mr. Piazza, VNV I, and VNV II—failed to appear for duly noticed depositions set on different  
25 dates. If, hypothetically, something prevented Mrs. Piazza from appearing from her duly noticed  
26 deposition on April 25, 2022, that would not have impacted Mr. Piazza's ability to appear on April  
27 26, 2022, VNV I's ability to appear on April 28, 2022, and so forth.

28 9. In light of the Counterdefendants' failure to provide any explanation, and the fact that

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1 multiple parties failed to appear on different dates, the Court can only infer that the  
2 Counterdefendants' failure to appear for duly noticed depositions was intentional and willful.

3 10. The Court, in granting the parties' previous extensions to extend discovery and  
4 continue trial, relied on the parties' representations, presented in multiple Stipulations and Orders,  
5 that the Counterdefendants depositions would be proceeding and that they were scheduled on  
6 mutually agreeable dates. Yet, the Counterdefendants failed to appear on those very same dates.

7 11. The Counterdefendants' failures to appear at duly noticed depositions essentially halts  
8 the adversarial process. The Lender Parties cannot prepare for trial, ascertain facts to the claims and  
9 defenses in this litigation, or prepare for dispositive motions and motions *in limine* without the  
10 testimony of the Counterdefendants.

11 12. Consequently, the Counterdefendants conduct is extremely severe and likewise,  
12 warrants a serious sanction.

13 13. The Lender Parties have repeatedly re-noticed the Counterdefendants' depositions  
14 and often, re-noticed the Counterdefendants' depositions on dates that the Counterdefendants  
15 themselves agreed to or provided. In light of the circumstances and the history of the case, the Court  
16 finds that case dispositive sanctions are warranted because a less severe sanction would not deter the  
17 Counterdefendants' behavior nor can the case proceed to an adjudication on the merits in light of the  
18 Counterdefendants' failure to appear for depositions.

19 14. A sanction against the Counterdefendants does not unfairly operate to penalize the  
20 Counterdefendants for the misconduct of their counsel as it is the Counterdefendants themselves who  
21 failed to appear for their duly noticed depositions.

22 15. The Court has been previously advised, on multiple occasions, by the Lender Parties  
23 that they anticipated the Counterdefendants would not appear for depositions. On each of those  
24 occasions, the Court, while never previously presented with a motion for sanctions, has advised the  
25 Counterdefendants that a failure to appear for duly noticed depositions may result in potential  
26 sanctions.

27 16. Despite those warnings, the Counterdefendants failed to appear at their duly noticed  
28 depositions without justification.

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1 17. In light of the above, the Court concludes that the appropriate sanction is to strike  
2 Counterdefendant Jennifer Piazza’s Answer and affirmative defenses to LVDF’s Amended  
3 Counterclaim, filed on August 21, 2020, strike Counterdefendant Ignatius Piazza’s Answer and  
4 affirmative defenses to LVDF’s Amended Counterclaim, filed on October 13, 2020, and strike  
5 Counterdefendants VNV Dynasty Trust I and VNV Dynasty Trust II’s Answer to First Amended  
6 Counterclaim, filed on October 13, 2020.

7 18. Because the Lender Parties have not asked, at this time, for an award of fees in their  
8 favor, an evidentiary hearing is not necessary, and the Court decides this Motion based on the briefing  
9 and the argument presented.

10 **ORDER**

11 **IT IS HEREBY ORDERED** that Counterdefendant Jennifer Piazza’s Answer, including but  
12 not limited to affirmative defenses, filed on August 21, 2020, be stricken.

13 **IT IS FURTHER ORDERED** that Counterdefendant Ignatius Piazza’s Answer, including  
14 but not limited to affirmative defenses, filed on October 13, 2020, be stricken.

15 **IT IS FURTHER ORDERED** that Counterdefendants VNV Dynasty Trust I and VNV  
16 Dynasty Trust II’s Answer, including but not limited to affirmative defenses, filed on October 13,  
17 2020, be stricken.

18 In light of the above, **IT IS FURTHER ORDERED** that LVDF has established liability  
19 against Jennifer Piazza on LVDF’s third cause of action for intentional interference with contractual  
20 relationships and fifth cause of action for civil conspiracy.

21 In light of the above, **IT IS FURTHER ORDERED** that LVDF has established liability  
22 against Ignatius Piazza on LVDF’s first cause of action for fraud, third cause of action for intentional  
23 interference with contractual relationships, and fifth cause of action for civil conspiracy.

24 In light of the above, **IT IS FURTHER ORDERED** that LVDF has established liability  
25 against the VNV Dynasty Trust I on LVDF’s third cause of action for intentional interference with  
26 contractual relationships and fifth cause of action for civil conspiracy.

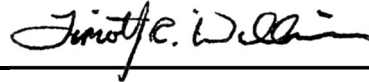
27 In light of the above, **IT IS FURTHER ORDERED** that LVDF has established liability  
28 against the VNV Dynasty Trust II on LVDF’s third cause of action for intentional interference with



1 contractual relationships and fifth cause of action for civil conspiracy.

2 **IT IS SO ORDERED.**

3 Dated this 22nd day of June, 2022

4 

MH

5 **489 490 FCCA 16DD**  
6 **Timothy C. Williams**  
7 **District Court Judge**

7 Respectfully submitted by:

Approved as to form and content:

8 **JONES LOVELOCK**

**ALDRICH LAW FIRM, LTD.**

9 /s/ Andrea M. Champion, Esq.

/s/ Circulated – No Response

10 Nicole E. Lovelock, Esq.  
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*Attorneys for Defendants/Counterclaimants*

**JONES LOVELOCK**  
6600 Amelia Earhart Ct., Suite C  
Las Vegas, Nevada 89119

**From:** [Andrea Champion](#)  
**To:** [John Aldrich](#); [Traci Bixenmann](#)  
**Cc:** [Nicole Lovelock](#); [Julie Linton](#); [Lorie Januskevicius](#)  
**Subject:** RE: Front Sight Mgmt. LLC v. Las Vegas Development Fund LLC – Case No. A-18-781084-B  
**Date:** Thursday, June 16, 2022 10:49:40 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[2022-06-16 Order granting LVDF's Mot Case Dispositive Sanctions \(AMC v4 clean\).docx](#)  
[2022-06-16 Order granting LVDF's Mot Case Dispositive Sanctions \(AMC v4\).docx](#)  
**Importance:** High

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John,

I am following up on the proposed order on the Motion for Case Dispositive Sanctions.

I am attaching an updated version of the proposed order here for your review (in both a redline and clean copy). In light of Mr. Shapiro's June 8, 2022 letter wherein LVDF agreed not to take further action in the State Court case on the fraudulent transfer, conversion and waste claim based upon Front Sight's contention that such claims are property of the Bankruptcy estate, despite LVDF's disagreement, you will see that we have added corresponding language to the first footnote and struck the latter two claims from the findings of liability. There are no additional changes made to the proposed order that was provided to your office for review on June 6, 2022.

When we spoke last week, it was my understanding that you intended to provide comments to the proposed order, but we have not received any to date. Because 10 days has passed since we provided the proposed order for your review, we intend to send the proposed order to the department. Because the updated version provided herein only includes revisions consistent with the requests of FSM's bankruptcy counsel, we do not believe additional time to review the order is necessary. If you have any proposed revisions, or will approve your e-signature to be affixed to the order as drafted, please let me know. Otherwise, it is our intent to submit the proposed order to the department at the end of the day, indicating that you declined to sign the order.

Finally, on June 6, 2022, I also provided a draft stipulation for your review reflecting the parties' agreement that the fraudulent transfer claim is subject to the bankruptcy estate for clarity of the record. Because we have not received any comments to that stipulation, and in light of our conversation last week, I presume that your clients are not requiring the stipulation at this time. If I am incorrect and you would like us to update the stipulation to include LVDF's subsequent agreement to not proceed on the conversion and waste claims—despite the fact that LVDF does not believe they are subject to the bankruptcy estate—please advise.

Thanks,  
Andi

**Andrea M. Champion, Esq.**



**JONES LOVELOCK**

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---

**From:** Andrea Champion

**Sent:** Monday, June 6, 2022 2:26 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)>; Julie Linton <[jlinton@joneslovelock.com](mailto:jlinton@joneslovelock.com)>; Lorie Januskevicius <[ljanuskevicius@joneslovelock.com](mailto:ljanuskevicius@joneslovelock.com)>

**Subject:** RE: Front Sight Mgmt. LLC v. Las Vegas Development Fund LLC – Case No. A-18-781084-B and In re Front Sight Management Ch. 11 Bankruptcy Case No. 22-11824-abl.

John,

Per my letter of Friday, attached please find the draft Findings of Fact, Conclusions of Law and Order on the Motion for Case Dispositive Sanctions as well as a draft Stipulation regarding the fraudulent transfer claims. Please let us know if you have any suggested revisions to either or if we may affix your e-signature to both as drafted.

Thanks,

Andi

**Andrea M. Champion, Esq.**



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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: 6/22/2022

16 Traci Bixenmann traci@johnaldrichlawfirm.com

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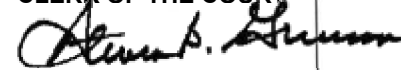
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Lorraine Rillera	lrillera@joneslovelock.com

# EXHIBIT 14

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Steven D. Grierson  
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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, )  
Plaintiff, )

CASE NO.: A-18-781084-B  
DEPT NO.: 16

19 v. )

**NOTICE OF ENTRY OF**  
**ORDER DENYING COUNTER**  
**DEFENDANTS VNV DYNASTY TRUST I**  
**and VNV DYNASTY TRUST II'S**  
**MOTION FOR SUMMARY JUDGMENT**

20 LAS VEGAS DEVELOPMENT FUND LLC, )  
21 a Nevada Limited Liability Company, EB5 )  
IMPACT CAPITAL REGIONAL CENTER )  
22 LLC, a Nevada Limited Company, EB5 )  
IMPACT ADVISORS LLC, a Nevada )  
23 Limited Liability Company; ROBERT W. )  
DZIUBLA, individually and as President and )  
24 CEO of LAS VEGAS DEVELOPMENT )  
FUND LLC and EB5 IMPACT ADVISORS )  
25 LLC; JON FLEMING, individually and as an )  
agent of LAS VEGAS DEVELOPMENT )  
26 FUND LLC and EB5 IMPACT ADVISORS )

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
**NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANTS VNV DYNASTY TRUST I and VNV**  
**DYNASTY TRUST II'S MOTION FOR SUMMARY JUDGMENT**

1 LLC; LINDA STANWOOD, individually and )  
as Senior Vice President of LAS VEGAS )  
2 DEVELOPMENT FUND LLC and EB5 )  
IMPACT ADVISORS LLC; CHICAGO )  
3 TITLE COMPANY, a California corporation; )  
DOES 1-10, inclusive; and ROE )  
4 CORPORATIONS 1-10, inclusive, )  
5 Defendants. )

6 \_\_\_\_\_ )  
and related Cross-Claims. )  
7 \_\_\_\_\_ )

8 **NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANTS**  
9 **VNV DYNASTY TRUST I and VNV DYNASTY TRUST II'S**  
10 **MOTION FOR SUMMARY JUDGMENT**

11 PLEASE TAKE NOTICE THAT on the 5th day of June, 2020, an Order Denying Counter  
12 Defendants VNV Dynasty Trust I and VNV Dynasty Trust II's Motion for Summary Judgment  
13 was entered on the Court docket regarding the above referenced case.

14 A copy of said Order is attached hereto as Exhibit A.

15 DATED this 8th day of June, 2020.

FARMER CASE & FEDOR

17 

18 KATHRYN HOLBERT, ESQ.  
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23 LLC., EB5 IMPACT CAPITAL REGIONAL  
24 CENTER, LLC, EB6 IMPACT ADVISORS,  
25 LLC, ROBERT W. DZIUBLA, JON  
26 FLEMING and LINDA STANWOOD





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12 Attorneys for Defendants  
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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, )  
a Nevada Limited Liability Company, EB5 )  
22 IMPACT CAPITAL REGIONAL CENTER )  
LLC, a Nevada Limited Company, EB5 )  
23 IMPACT ADVISORS LLC, a Nevada )  
Limited Liability Company; ROBERT W. )  
24 DZIUBLA, individually and as President and )  
CEO of LAS VEGAS DEVELOPMENT )  
25 FUND LLC and EB5 IMPACT ADVISORS )  
LLC; JON FLEMING, individually and as an )  
26 agent of LAS VEGAS DEVELOPMENT )  
FUND LLC and EB5 IMPACT ADVISORS )

CASE NO.: A-18-781084-B

DEPT NO.: XVI

**ORDER DENYING COUNTER**  
**DEFENDANTS VNV DYNASTY**  
**TRUST I and VNV DYNASTY**  
**TRUST II'S MOTION FOR**  
**SUMMARY JUDGMENT**

Hearing Date: March 12, 2020  
Hearing Time: 1:30 p.m.

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*

**ORDER DENYING COUNTER DEFENDANTS VNV DYNASTY TRUST I and**  
**VNV DYNASTY TRUST II'S MOTION FOR SUMMARY JUDGMENT**

1 LLC; LINDA STANWOOD, individually and )  
2 as Senior Vice President of LAS VEGAS )  
3 DEVELOPMENT FUND LLC and EB5 )  
4 IMPACT ADVISORS LLC; CHICAGO )  
5 TITLE COMPANY, a California corporation; )  
6 DOES 1-10, inclusive; and ROE )  
7 CORPORATIONS 1-10, inclusive, )  
8 Defendants. )

9 \_\_\_\_\_ )  
10 and related Counter-Claims. )  
11 \_\_\_\_\_ )

12 **ORDER DENYING COUNTER DEFENDANTS VNV DYNASTY**  
13 **TRUST I and VNV DYNASTY TRUST II'S MOTION**  
14 **FOR SUMMARY JUDGMENT**

15 This matter having come before the Court on March 12, 2020 at 10:30 a.m. on Counter  
16 Defendants' VNV Dynasty Trust I and II's Motion for Summary Judgment. John Aldrich, Esq.  
17 with Aldrich Law Firm personally appearing on behalf of Plaintiff; Keith Greer, Esq. with Greer  
18 and Associates personally appearing on behalf of Defendants and Kathryn Holbert, Esq. with  
19 Farmer Case and Fedor also personally appearing on behalf of Defendants; the Court having  
20 reviewed the pleadings and having heard arguments by counsel and good cause appearing  
21 therefore,

22 This Court hereby finds and concludes that the findings of facts and conclusions of law  
23 set forth in this Court's Order dated January 23, 2020 were preliminary findings and while such  
24 findings were the basis of the Court's January 23, 2020 Order, in accordance with the U.S.  
25 Supreme Court's holding in *Univ. of Texas v. Camenisch*, 451 U.S. 390, 395, 101 S.Ct. 1830,  
26 1834, 68 L. Ed. 2d 175 (1981), this Court's preliminary findings related to the temporary  
27 restraining order were not intended to be and cannot be the basis of any final judgment in this  
28 case.

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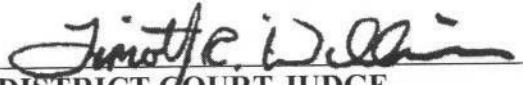
*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept. No.: XVI

**ORDER DENYING COUNTER DEFENDANTS VNV DYNASTY TRUST I and  
VNV DYNASTY TRUST II'S MOTION FOR SUMMARY JUDGMENT**

1 Based upon the above findings of fact and conclusions of law, it is hereby ORDERED  
2 that Counter Defendants' VNV Dynasty Trust I and II's Motion for Summary Judgment is  
3 DENIED.

4 **IT IS SO ORDERED.**

5 DATED this 5th day of June, 2020.

  
DISTRICT COURT JUDGE  
A-18-781084-B CG  
Dept 16

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7  
8 Respectfully submitted by:

9 **FARMER CASE & FEDOR**

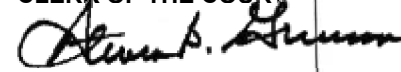
10 /s/ Kathryn Holbert

11 Kathryn Holbert, Esq.  
12 Nevada Bar No. 10084  
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16 *Attorneys for Defendants LAS VEGAS*  
17 *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 15

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21 Attorneys for Defendants  
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23 EB5 IMPACT CAPITAL REGIONAL CENTER, LLC,  
24 EB6 IMPACT ADVISORS, LLC, ROBERT W. DZIUBLA,  
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**  
27 **CLARK COUNTY, STATE OF NEVADA**

28 FRONT SIGHT MANAGEMENT, LLC., a )  
Nevada Limited Liability Company, )  
Plaintiff, )

CASE NO.: A-18-781084-B  
DEPT NO.: 16

v. )

**NOTICE OF ENTRY OF**  
**ORDER DENYING COUNTER**  
**DEFENDANT JENNIFER PIAZZA'S**  
**MOTION FOR SUMMARY JUDGMENT**

LAS VEGAS DEVELOPMENT FUND LLC, )  
a Nevada Limited Liability Company, EB5 )  
IMPACT CAPITAL REGIONAL CENTER )  
LLC, a Nevada Limited 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 )

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*

**NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANT**  
**JENNIFER PIAZZA'S MOTION FOR SUMMARY JUDGMENT**

1 LLC; LINDA STANWOOD, individually and )  
 2 as Senior Vice President of LAS VEGAS )  
 3 DEVELOPMENT FUND LLC and EB5 )  
 4 IMPACT ADVISORS LLC; CHICAGO )  
 5 TITLE COMPANY, a California corporation; )  
 6 DOES 1-10, inclusive; and ROE )  
 7 CORPORATIONS 1-10, inclusive, )  
 8 Defendants. )

9 \_\_\_\_\_ )  
 10 and related Cross-Claims. )  
 11 \_\_\_\_\_ )

12 **NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANT**  
 13 **JENNIFER PIAZZA’S MOTION FOR SUMMARY JUDGMENT**

14 PLEASE TAKE NOTICE THAT on the 5th day of June, 2020, an Order Denying Counter  
 15 Defendant Jennifer Piazza’s Motion for Summary Judgment was entered on the Court docket  
 16 regarding the above referenced case.

17 A copy of said Order is attached hereto as Exhibit A.

18 DATED this 5<sup>th</sup> day of June, 2020.

FARMER CASE & FEDOR

19 

20 KATHRYN HOLBERT, ESQ.  
 21 Nevada Bar No. 10084  
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 26 Attorney for Defendants  
 27 LAS VEGAS DEVELOPMENT FUND  
 28 LLC., EB5 IMPACT CAPITAL REGIONAL  
 CENTER, LLC, EB6 IMPACT ADVISORS,  
 LLC, ROBERT W. DZIUBLA, JON  
 FLEMING and LINDA STANWOOD

**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):

**NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANT  
JENNIFER PIAZZA'S MOTION FOR SUMMARY JUDGMENT**

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	

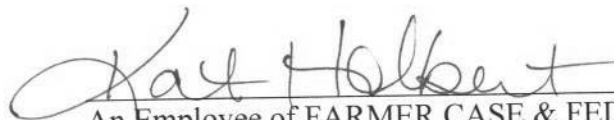
By:

**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.

**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: June 8, 2020

  
 An Employee of FARMER CASE & FEDOR



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**ORDR**  
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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

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

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

Plaintiff,

v.

LAS VEGAS DEVELOPMENT FUND LLC,  
a Nevada Limited Liability Company, EB5  
IMPACT CAPITAL REGIONAL CENTER  
LLC, a Nevada Limited 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

CASE NO.: A-18-781084-B

DEPT NO.: XVI

**ORDER DENYING COUNTER**  
**DEFENDANT JENNIFER**  
**PIAZZA'S MOTION FOR**  
**SUMMARY JUDGMENT**

Hearing Date: March 12, 2020

Hearing Time: 1:15 p.m.

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*

**ORDER DENYING COUNTER DEFENDANT JENNIFER PIAZZA'S  
MOTION FOR SUMMARY JUDGMENT**

1 LLC; LINDA STANWOOD, individually and )  
as Senior Vice President of LAS VEGAS )  
2 DEVELOPMENT FUND LLC and EB5 )  
IMPACT ADVISORS LLC; CHICAGO )  
3 TITLE COMPANY, a California corporation; )  
DOES 1-10, inclusive; and ROE )  
4 CORPORATIONS 1-10, inclusive, )  
5 Defendants. )

6 \_\_\_\_\_ )  
and related Counter-Claims. )  
7 \_\_\_\_\_ )

8 **ORDER DENYING COUNTER DEFENDANT JENNIFER PIAZZA’S**  
9 **MOTION FOR SUMMARY JUDGMENT**

10 This matter having come before the Court on March 12, 2020 at 1:15 p.m. on Counter  
11 Defendant Jennifer Piazza’s Motion for Summary Judgment. John Aldrich, Esq. with Aldrich  
12 Law Firm personally appearing on behalf of Plaintiff; Keith Greer, Esq. with Greer and  
13 Associates personally appearing on behalf of Defendants and Kathryn Holbert, Esq. with Farmer  
14 Case and Fedor also personally appearing on behalf of Defendants; the Court having reviewed  
15 the pleadings and having heard arguments by counsel and good cause appearing therefore,

16 This Court hereby finds and concludes that the findings of facts and conclusions of law  
17 set forth in this Court’s Order dated January 23, 2020 were preliminary findings and while such  
18 findings were the basis of the Court’s January 23, 2020 Order, in accordance with the U.S.  
19 Supreme Court’s holding in *Univ. of Texas v. Camenisch*, 451 U.S. 390, 395, 101 S.Ct. 1830,  
20 1834, 68 L. Ed. 2d 175 (1981), this Court’s preliminary findings related to the temporary  
21 restraining order were not intended to be and cannot be the basis of any final judgment in this  
22 case.

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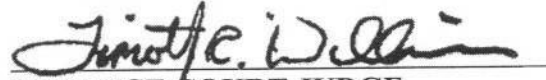
27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept. No.: XVI

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1 Based upon the above findings of fact and conclusions of law, it is hereby ORDERED  
2 that Counter Defendant Jennifer Piazza's Motion for Summary Judgment is DENIED.

3 **IT IS SO ORDERED.**

4 DATED this 5th day of June, 2020.

  
DISTRICT COURT JUDGE  
A-18-781084-B CG  
Dept 16

7 Respectfully submitted by:

8 **FARMER CASE & FEDOR**

9  
10 /s/ Kathryn Holbert

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CAPITAL REGIONAL CENTER LLC, EB5  
IMPACT ADVISORS LLC, ROBERT W.  
DZIUBLA, JON FLEMING and LINDA  
STANWOOD*