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13 *Attorneys for Las Vegas Development Fund*

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

17 In re:

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

18  
19 FRONT SIGHT MANAGEMENT, LLC  
20 Debtor.

**NOTICE OF INTENT TO ISSUE  
SUBPOENAS**

[CONTESTED PROCEEDING]

21  
22 Las Vegas Development Fund (“**LVDF**”) by and through its attorney Brian D. Shapiro,  
23 Esq., of the Law Office of Brian D. Shapiro, LLC hereby provides notice of intent to issue  
24 subpoenas to the following parties as part of the contested proceeding involving the Disclosure  
25 Statement and Chapter 11 Plan: IGNATIUS PIAZZA, FS DIP, LLC and NEVADA PF, LLC.  
26 Copies of the subpoenas are attached hereto as indicated below:  
27  
28

EXHIBIT NO.	NAME
<b>1</b>	<b>IGNATIUS PIAZZA</b>
<b>2</b>	<b>FS DIP, LLC</b>
<b>3</b>	<b>NEVADA PF, LLC</b>

DATED 9-16-2022

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

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**CERTIFICATE OF SERVICE**

Upon the date of filing with the Court, this pleading was served in accordance with the Court CM/ECF Noticing System to all registered users in this case including the following parties:

**REGISTERED USERS**

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28

# EXHIBIT 1





**PROOF OF SERVICE**

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

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

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

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

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

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

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

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

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

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

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

Additional information concerning attempted service, etc.:

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

**(c) Place of compliance.**

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

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

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

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

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

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

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

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

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

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

*(3) Quashing or Modifying a Subpoena.*

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

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

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

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

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

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

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

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

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

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

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

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

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

*(2) Claiming Privilege or Protection.*

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

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

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

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

## EXHIBIT A

The following instructions and the definitions shall be considered to be applicable to all demands for production of documents contained herein:

A. In producing documents and things, you are requested to furnish all documents known or available to you, regardless of whether these documents are in your possession, custody or control or are possessed by any subsidiary or affiliated entities, officers, directors, agents, employees, representatives, investigators, or by your attorneys or their agents, employees, representatives, or investigators.

B. In producing documents, all documents should be produced in the same order as they are kept or maintained.

C. If you assert any privilege concerning the identification or production of any of the documents described below, or if you object to the identification or production of any such documents on any grounds, or if you for any reason contend that any of the documents described below are not subject to discovery for any reason, then specify in detail in your response, the precise grounds for the objection, privilege, or other contention which you make in this regard, and describe in detail the document or documents as to which you assert this privilege, objection or contention. Such description shall include a statement of the general nature of the document, the name of each person who executed it, the name of each person who has received the original or copies of it, the name of each person who has seen the original or any copies of it, the name of each person with whom it was discussed, and a general description of the nature and contents of the documents. Finally, you should identify and produce for inspection and copying all documents which fit the description set forth below as to which you do not assert any such privilege, objection, or contention.

D. In producing documents, the words “and” and “or” shall be construed conjunctively or disjunctively, whichever makes the request more inclusive. The term “any”

includes the word “all” the term “all” includes the word “any”. The terms “all”, “each”, and “every” shall be construed so as to make the request more inclusive.

#### DEFINITIONS

1. The terms “YOU” and “YOUR” shall refer to IGNATIUS PIAZZA and any attorneys, agents and/or representatives acting on your behalf.
2. The term "COMMUNICATIONS" shall mean correspondence, telephone conversations, person-to-person conversations, memoranda, e-mails (including text messages, correspondence and the like), facsimiles, telegrams, press releases, announcements, audio and video recordings and all other forms of communicating language or thought.
3. The term “DEBTOR” shall refer to debtor Front Sight Management, LLC, its officers, directors, managers, members, employees, agents and/or representatives acting on its behalf.
4. The term “DOCUMENT” and the plural “DOCUMENTS” shall mean and refer to the definition of writing set forth in Federal Rule of Evidence 1001, and includes the original and any non-identical duplicates, and both sides thereof, no matter how produced, prepared, stored, recorded, reproduced or transmitted, of handwriting, typewriting, printing, photographing, electronic mail (e-mail) and every other means of recording upon any tangible thing, documents stored in electronic form, computerized records, computer files and all other information capable of being retrieved from a computer, and any other form of communication and representation, including letters, words, pictures, sounds, and symbols, or combinations thereof, and including correspondence, letters and other communications and shall include all COMMUNICATIONS.
5. The phrase “POSSESSION, CUSTODY or CONTROL” applies to (a) a DOCUMENT in YOUR physical custody; (b) a DOCUMENT that YOU own in whole or in part; (c) a DOCUMENT that YOU have the right by contract, statute, or otherwise to use, inspect, examine, or copy on any terms; (d) a DOCUMENT for which YOU have any

understanding (express or implied) that YOU may use, examine, or copy on any terms; or a DOCUMENT that YOU have, as a practical matter, the ability to use, inspect, examine, or copy.

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

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

8. The term “CHAPTER 11 PLAN” shall mean the Debtor’s First Amended Chapter 11 Plan of Reorganization Dated September 9, 2022 filed with the United States Bankruptcy Court at ECF No. 337 on September 9, 2022, and any amendments or supplements thereto.

9. The term “DISCLOSURE STATEMENT” shall mean the Debtor’s First Amended Disclosure Statement Describing Debtor’s First Amended Chapter 11 Plan of Reorganization Dated September 9, 2022 filed with the United States Bankruptcy Court at ECF No. 338, and any amendments or supplements thereto.

10. The term “NEW EQUITY INVESTOR” shall be given the same definition as that in the DISCLOSURE STATEMENT.

11. The term “INSIDER” shall include the definition as stated within 11 U.S. Code Section 101(a)(31) and includes but is not limited to Ignatius Piazza; Jennifer Piazza; VNV Dynasty Trust I and VNV Dynasty Trust II.

12. The term “AFFILIATE” shall include the definition as stated within 11 U.S. Code Section 101(2) and/or any entity, including but not limited to any trust, that is controlled by any

INSIDER and/or any entity in which an INSIDER is an officer, director, manager, employee, shareholder, beneficiary, or trustee.

**DOCUMENTS DEMANDED TO BE PRODUCED**

1. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the CONSULTING AGREEMENT described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT between the NEW EQUITY INVESTOR and YOU, and/or any AFFILIATE of the DEBTOR and/or any other entity directly or indirectly affiliated with YOU.

2. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO YOUR authority to make litigation decisions with respect to the LVDF and Meacher Claims, as described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

3. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any agreement between YOU and the Reorganized Debtor as to a division of any recoveries from the LVDF and Meacher litigation, as described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

4. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any investigation into any potential Litigation Claims as that term is defined within the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

5. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the marketing offers and the amount obtained by the DEBTOR as part of the solicitation of its members to participate in a number of marketing offers as described within the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

6. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the M2 EPC Mechanic's Lien as referenced as a Class 3 claim in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

7. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the Top Rank Builders/Morales Construction Mechanic's Lien as referenced as a Class 4 claim in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

8. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the debt owed to the DEBTOR'S Champion Club Members and Platinum Members, and the number of such members, as referenced in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

9. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any prepetition monetary valuation by the DEBTOR of any of the DEBTOR'S memberships, including but not limited to the Champion Club, Platinum, Patriot, Legacy, Founder and Order of the Knight Members.

10. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the integrated transaction between and among the DEBTOR, FS DIP, the NEW EQUITY INVESTORS and YOU, as referenced in the DISCLOSURE STATEMENT and/or CHAPTER 11 PLAN.

11. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the statement that the DEBTOR does not believe that there is any value to its potential claims against insiders, as described in the DISCLOSURE STATEMENT.

12. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the liquidation analysis provided in the DISCLOSURE STATEMENT.

13. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the statement in the DISCLOSURE STATEMENT that "The Reorganized Debtor will retain all claims against the Debtor's insiders, including its current equity holders, and such claims shall revert in the Reorganized Debtor upon the Effective Date. The retention of such claims is an important component of the consideration "package" for the New Equity Investor's



agreement to pay \$19 million in Cash to fund the Plan, to contribute or otherwise satisfy FS DIP's \$5.2 million secured claim and to enable the Reorganized Debtor to continue as a going concern. The retention of these claims by the Reorganized Debtor is part of an integrated transaction between and among the Debtor, FS DIP, the New Equity Investor and Dr. Piazza. As such, the proposed Plan could not be accomplished without the retention of these claims. Furthermore, the Debtor does not believe that there is any value to its potential claims against.”

14. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any distributions, draws, payments, (in cash and/or by personal property), payroll or other transactions from January 1, 2016 to the Present from the DEBTOR to and/or for the benefit of any INSIDER of the DEBTOR and/or any AFFILIATE of the DEBTOR, including but not limited to YOU, VNV Dynasty Trust I and/or VNV Dynasty Trust II.

15. All State and Federal Tax Returns in YOUR POSSESSION, CUSTODY or CONTROL, for the time period of January 1, 2016 to Present for any INSIDER of the DEBTOR and/or AFFILIATE of the DEBTOR, including but not limited to YOU; Jennifer Piazza; VNV Dynasty Trust I and VNV Dynasty Trust II.

16. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO YOUR, and/or INSIDER of the DEBTOR and/or AFFILIATE of the DEBTOR contributions to the DEBTOR, from 2016 to the present.

17. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by the Unsecured Creditors Committee of the Bankruptcy Estate of the DEBTOR.

18. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to the Unsecured Creditors Committee of the Bankruptcy Estate of the DEBTOR.

19. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by FS DIP, LLC.

20. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided



by YOU to FS DIP, LLC

21. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by Nevada PF, LLC.

22. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to Nevada PF, LLC.

23. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any valuation, estimation or evaluation of the value of YOUR and/or the DEBTOR'S promises to the DEBTOR'S lifetime members that they would ultimately own a pro rata share of the Front Sight resort, e.g. as contained in Your "Enemy Update #7" of September 22, 2021, stating "And 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."

24. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any third party who, after the filing of the DEBTOR'S bankruptcy case, approached YOU or the DEBTOR to offer to purchase the DEBTOR and/or to make a substantial equity investment in the DEBTOR and/or to otherwise proposed a business transaction with the DEBTOR.

25. All State and Federal Tax Returns in YOUR POSSESSION, CUSTODY or CONTROL, for the time period of January 1, 2016 to Present for the DEBTOR.

26. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL pertaining to the statement within the DISCLOSURE STATEMENT that the DEBTOR does not believe that it made any significant preferential payments and believes that such preference

litigation would cause substantial ill-will against the Reorganized Debtor with its vendors, which the Debtor believes would negatively interfere with the Reorganized Debtor's business operations and reorganization efforts. Furthermore, the Debtor does not believe that any significant preferences were paid. As a result, the Debtor has determined that neither the Debtor nor the Reorganized Debtor will pursue any preference litigation based on monetary transfers.

27. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO personal financial statements issued by YOU to any lender, potential lender or other financial institution from January 1, 2016, to present.

# EXHIBIT 2

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

District of NEVADA

In re FRONT SIGHT MANAGMENT, LLC  
Debtor

Case No. 22-11824-ABL

(Complete if issued in an adversary proceeding)

Chapter \_\_\_\_\_

Plaintiff

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

v.

Defendant

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

To: FS DIP, LLC

(Name of person to whom the subpoena is directed)

**Production:** YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: **PLEASE SEE EXHIBIT A WHICH IS ATTACHED HERETO AND INCORPORATED WITHIN**

PLACE Law Office of Brian D. Shapiro, LLC, 510. S. 8th Street, Las Vegas, NV 89101	DATE AND TIME 09/29/22 at 10:00 am.
---	--

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


PLACE	DATE AND TIME
-------	---------------

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

Date: 09/15/22

CLERK OF COURT

OR



Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) **Brian D. Shapiro, Esq., 510 S. 8th Street, Las Vegas, NV 89101 702-386-8600; brian@brianshapirolaw.com** who issues or requests this subpoena on behalf of Las Vegas Development Fund

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

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

**PROOF OF SERVICE**

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

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

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

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

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

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

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

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

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

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

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

Additional information concerning attempted service, etc.:

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

**(c) Place of compliance.**

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

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

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

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

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

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

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

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

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

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

*(3) Quashing or Modifying a Subpoena.*

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

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

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

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

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

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

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

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

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

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

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

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

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

*(2) Claiming Privilege or Protection.*

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

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

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

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



## **EXHIBIT A**

The following instructions and the definitions shall be considered to be applicable to all demands for production of documents contained herein:

A. In producing documents and things, you are requested to furnish all documents known or available to you, regardless of whether these documents are in your possession, custody or control or are possessed by any subsidiary or affiliated entities, officers, directors, agents, employees, representatives, investigators, or by your attorneys or their agents, employees, representatives, or investigators.

B. In producing documents, all documents should be produced in the same order as they are kept or maintained.

C. If you assert any privilege concerning the identification or production of any of the documents described below, or if you object to the identification or production of any such documents on any grounds, or if you for any reason contend that any of the documents described below are not subject to discovery for any reason, then specify in detail in your response, the precise grounds for the objection, privilege, or other contention which you make in this regard, and describe in detail the document or documents as to which you assert this privilege, objection or contention. Such description shall include a statement of the general nature of the document, the name of each person who executed it, the name of each person who has received the original or copies of it, the name of each person who has seen the original or any copies of it, the name of each person with whom it was discussed, and a general description of the nature and contents of the documents. Finally, you should identify and produce for inspection and copying all documents which fit the description set forth below as to which you do not assert any such privilege, objection, or contention.

D. In producing documents, the words “and” and “or” shall be construed conjunctively or disjunctively, whichever makes the request more inclusive. The term “any” includes the word

“all” the term “all” includes the word “any”. The terms “all”, “each”, and “every” shall be construed so as to make the request more inclusive.

### **DEFINITIONS**

1. The terms “YOU” and “YOUR” shall refer to FS DIP, LLC and any attorneys, agents and/or representatives acting on your behalf.

2. The term "COMMUNICATIONS" shall mean correspondence, telephone conversations, person-to-person conversations, memoranda, e-mails (including text messages, correspondence and the like), facsimiles, telegrams, press releases, announcements, audio and video recordings and all other forms of communicating language or thought.

3. The term “DEBTOR” shall refer to debtor Front Sight Management, LLC, its officers, directors, managers, members, employees, agents and/or representatives acting on its behalf.

4. The term “DOCUMENT” and the plural “DOCUMENTS” shall mean and refer to the definition of writing set forth in Federal Rule of Evidence 1001, and includes the original and any non-identical duplicates, and both sides thereof, no matter how produced, prepared, stored, recorded, reproduced or transmitted, of handwriting, typewriting, printing, photographing, electronic mail (e-mail) and every other means of recording upon any tangible thing, documents stored in electronic form, computerized records, computer files and all other information capable of being retrieved from a computer, and any other form of communication and representation, including letters, words, pictures, sounds, and symbols, or combinations thereof, and including correspondence, letters and other communications and shall include all COMMUNICATIONS.

5. The phrase “POSSESSION, CUSTODY or CONTROL” applies to (a) a DOCUMENT in YOUR physical custody; (b) a DOCUMENT that YOU own in whole or in part; (c) a DOCUMENT that YOU have the right by contract, statute, or otherwise to use, inspect, examine, or copy on any terms; (d) a DOCUMENT for which YOU have any understanding



(express or implied) that YOU may use, examine, or copy on any terms; or a DOCUMENT that YOU have, as a practical matter, the ability to use, inspect, examine, or copy.

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

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

8. The term “CHAPTER 11 PLAN” shall mean the Debtor’s First Amended Chapter 11 Plan of Reorganization Dated September 9, 2022 filed with the United States Bankruptcy Court at ECF No. 337 on September 9, 2022, and any amendments or supplements thereto.

9. The term “DISCLOSURE STATEMENT” shall mean the Debtor’s First Amended Disclosure Statement Describing Debtor’s First Amended Chapter 11 Plan of Reorganization Dated September 9, 2022 filed with the United States Bankruptcy Court at ECF No. 338, and any amendments or supplements thereto.

10. The term “NEW EQUITY INVESTOR” shall be given the same definition as that in the DISCLOSURE STATEMENT.

11. The term “INSIDER” shall include the definition as stated within 11 U.S. Code Section 101(a)(31) and includes but is not limited to Ignatius Piazza; Jennifer Piazza; VNV Dynasty Trust I and VNV Dynasty Trust II.

12. The term “AFFILIATE” shall include the definition as stated within 11 U.S. Code Section 101(2) and/or any entity, including but not limited to any trust, that is controlled by any

INSIDER and/or any entity in which an INSIDER is an officer, director, manager, employee, shareholder, beneficiary, or trustee.

**DOCUMENTS DEMANDED TO BE PRODUCED**

1. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the CONSULTING AGREEMENT described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT between the NEW EQUITY INVESTOR and Ignatius Piazza, and/or any AFFILIATE of the DEBTOR and/or INSIDER of the DEBTOR and/or any other entity directly or indirectly affiliated with Ignatius Piazza.

2. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO Ignatius Piazza's authority to make litigation decisions with respect to the LVDF and Meacher Claims, as described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

3. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any agreement between Ignatius Piazza and the Reorganized Debtor as to a division of any recoveries from the LVDF and Meacher litigation, as described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

4. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any investigation into any potential Litigation Claims as that term is defined within the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

5. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the integrated transaction between and among the DEBTOR, FS DIP, the NEW EQUITY INVESTORS and Ignatius Piazza, as referenced in the DISCLOSURE STATEMENT and/or CHAPTER 11 PLAN.

6. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the statement that the DEBTOR does not believe that there is any value to its potential claims against insiders, as described in the DISCLOSURE STATEMENT.

7. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the liquidation analysis provided in the DISCLOSURE STATEMENT.

8. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the statement in the DISCLOSURE STATEMENT that “The Reorganized Debtor will retain all claims against the Debtor’s insiders, including its current equity holders, and such claims shall revert in the Reorganized Debtor upon the Effective Date. The retention of such claims is an important component of the consideration “package” for the New Equity Investor’s agreement to pay \$19 million in Cash to fund the Plan, to contribute or otherwise satisfy FS DIP’s \$5.2 million secured claim and to enable the Reorganized Debtor to continue as a going concern. The retention of these claims by the Reorganized Debtor is part of an integrated transaction between and among the Debtor, FS DIP, the New Equity Investor and Dr. Piazza. As such, the proposed Plan could not be accomplished without the retention of these claims. Furthermore, the Debtor does not believe that there is any value to its potential claims against.”

9. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any distributions, draws, payments, (in cash and/or by personal property), payroll or other transactions from January 1, 2016 to the Present from the DEBTOR to and/or for the benefit of any INSIDER of the DEBTOR and/or any AFFILIATE of the DEBTOR, including but not limited to Ignatius Piazza, VNV Dynasty Trust I and/or VNV Dynasty Trust II.

10. All State and Federal Tax Returns in YOUR POSSESSION, CUSTODY or CONTROL, for the time period of January 1, 2016 to Present for the DEBTOR and/or any INSIDER of the DEBTOR and/or AFFILIATE of the DEBTOR, including but not limited to Ignatius Piazza; Jennifer Piazza; VNV Dynasty Trust I and VNV Dynasty Trust II.

11. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO INSIDER of the DEBTOR and/or AFFILIATE of the DEBTOR contributions to the DEBTOR, from 2016 to the present.

12. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by the DEBTOR.

13. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by the Unsecured Creditors Committee of the Bankruptcy Estate of the DEBTOR.

14. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by Ignatius Piazza.

15. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by any INSIDER of the DEBTOR and/or AFFILIATE of the DEBTOR.

16. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to the DEBTOR.

17. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to the Unsecured Creditors Committee of the Bankruptcy Estate of the DEBTOR.

18. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to Ignatius Piazza.

19. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to any INSIDER of the DEBTOR and/or any AFFILIATE of the DEBTOR.

# EXHIBIT 3

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

District of NEVADA

In re FRONT SIGHT MANAGMENT, LLC  
Debtor

Case No. 22-11824-ABL

(Complete if issued in an adversary proceeding)

Chapter \_\_\_\_\_

Plaintiff

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

v.

Defendant

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

To: Nevada PF, LLC  
*(Name of person to whom the subpoena is directed)*

**Production:** YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: **PLEASE SEE EXHIBIT A WHICH IS ATTACHED HERETO AND INCORPORATED WITHIN**

PLACE Law Office of Brian D. Shapiro, LLC, 510. S. 8th Street, Las Vegas, NV 89101	DATE AND TIME 09/29/22 at 10:00 am.
---	--


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

PLACE	DATE AND TIME
-------	---------------

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

Date: 09/15/22

CLERK OF COURT

OR   
*Attorney's signature*

*Signature of Clerk or Deputy Clerk*

The name, address, email address, and telephone number of the attorney representing *(name of party)* **Brian D. Shapiro, Esq., 510 S. 8th Street, Las Vegas, NV 89101 702-386-8600; brian@brianshapirolaw.com** who issues or requests this subpoena on behalf of Las Vegas Development Fund

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

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

**PROOF OF SERVICE**

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

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

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

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

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

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

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

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

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

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

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

Additional information concerning attempted service, etc.:



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

**(c) Place of compliance.**

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

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

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

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

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

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

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

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

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

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

(3) *Quashing or Modifying a Subpoena.*

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Claiming Privilege or Protection.*

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

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

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

...

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



## **EXHIBIT A**

The following instructions and the definitions shall be considered to be applicable to all demands for production of documents contained herein:

A. In producing documents and things, you are requested to furnish all documents known or available to you, regardless of whether these documents are in your possession, custody or control or are possessed by any subsidiary or affiliated entities, officers, directors, agents, employees, representatives, investigators, or by your attorneys or their agents, employees, representatives, or investigators.

B. In producing documents, all documents should be produced in the same order as they are kept or maintained.

C. If you assert any privilege concerning the identification or production of any of the documents described below, or if you object to the identification or production of any such documents on any grounds, or if you for any reason contend that any of the documents described below are not subject to discovery for any reason, then specify in detail in your response, the precise grounds for the objection, privilege, or other contention which you make in this regard, and describe in detail the document or documents as to which you assert this privilege, objection or contention. Such description shall include a statement of the general nature of the document, the name of each person who executed it, the name of each person who has received the original or copies of it, the name of each person who has seen the original or any copies of it, the name of each person with whom it was discussed, and a general description of the nature and contents of the documents. Finally, you should identify and produce for inspection and copying all documents which fit the description set forth below as to which you do not assert any such privilege, objection, or contention.

D. In producing documents, the words “and” and “or” shall be construed conjunctively or disjunctively, whichever makes the request more inclusive. The term “any” includes the word

“all” the term “all” includes the word “any”. The terms “all”, “each”, and “every” shall be construed so as to make the request more inclusive.

### **DEFINITIONS**

1. The terms “YOU” and “YOUR” shall refer to NEVADA PF, LLC and any attorneys, agents and/or representatives acting on your behalf.

2. The term "COMMUNICATIONS" shall mean correspondence, telephone conversations, person-to-person conversations, memoranda, e-mails (including text messages, correspondence and the like), facsimiles, telegrams, press releases, announcements, audio and video recordings and all other forms of communicating language or thought.

3. The term “DEBTOR” shall refer to debtor Front Sight Management, LLC, its officers, directors, managers, members, employees, agents and/or representatives acting on its behalf.

4. The term “DOCUMENT” and the plural “DOCUMENTS” shall mean and refer to the definition of writing set forth in Federal Rule of Evidence 1001, and includes the original and any non-identical duplicates, and both sides thereof, no matter how produced, prepared, stored, recorded, reproduced or transmitted, of handwriting, typewriting, printing, photographing, electronic mail (e-mail) and every other means of recording upon any tangible thing, documents stored in electronic form, computerized records, computer files and all other information capable of being retrieved from a computer, and any other form of communication and representation, including letters, words, pictures, sounds, and symbols, or combinations thereof, and including correspondence, letters and other communications and shall include all COMMUNICATIONS.

5. The phrase “POSSESSION, CUSTODY or CONTROL” applies to (a) a DOCUMENT in YOUR physical custody; (b) a DOCUMENT that YOU own in whole or in part; (c) a DOCUMENT that YOU have the right by contract, statute, or otherwise to use, inspect, examine, or copy on any terms; (d) a DOCUMENT for which YOU have any understanding

(express or implied) that YOU may use, examine, or copy on any terms; or a DOCUMENT that YOU have, as a practical matter, the ability to use, inspect, examine, or copy.

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

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

8. The term “CHAPTER 11 PLAN” shall mean the Debtor’s First Amended Chapter 11 Plan of Reorganization Dated September 9, 2022 filed with the United States Bankruptcy Court at ECF No. 337 on September 9, 2022, and any amendments or supplements thereto.

9. The term “DISCLOSURE STATEMENT” shall mean the Debtor’s First Amended Disclosure Statement Describing Debtor’s First Amended Chapter 11 Plan of Reorganization Dated September 9, 2022 filed with the United States Bankruptcy Court at ECF No. 338, and any amendments or supplements thereto.

10. The term “NEW EQUITY INVESTOR” shall be given the same definition as that in the DISCLOSURE STATEMENT.

11. The term “INSIDER” shall include the definition as stated within 11 U.S. Code Section 101(a)(31) and includes but is not limited to Ignatius Piazza; Jennifer Piazza; VNV Dynasty Trust I and VNV Dynasty Trust II.

12. The term “AFFILIATE” shall include the definition as stated within 11 U.S. Code Section 101(2) and/or any entity, including but not limited to any trust, that is controlled by any

INSIDER and/or any entity in which an INSIDER is an officer, director, manager, employee, shareholder, beneficiary, or trustee.

**DOCUMENTS DEMANDED TO BE PRODUCED**

1. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the CONSULTING AGREEMENT described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT between the NEW EQUITY INVESTOR and Ignatius Piazza, and/or any AFFILIATE of the DEBTOR and/or INSIDER of the DEBTOR and/or any other entity directly or indirectly affiliated with Ignatius Piazza.

2. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO Ignatius Piazza's authority to make litigation decisions with respect to the LVDF and Meacher Claims, as described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

3. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any agreement between Ignatius Piazza and the Reorganized Debtor as to a division of any recoveries from the LVDF and Meacher litigation, as described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

4. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any investigation into any potential Litigation Claims as that term is defined within the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

5. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the integrated transaction between and among the DEBTOR, FS DIP, the NEW EQUITY INVESTORS and Ignatius Piazza, as referenced in the DISCLOSURE STATEMENT and/or CHAPTER 11 PLAN.

6. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the statement that the DEBTOR does not believe that there is any value to its potential claims against insiders, as described in the DISCLOSURE STATEMENT.

7. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the liquidation analysis provided in the DISCLOSURE STATEMENT.

8. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO the statement in the DISCLOSURE STATEMENT that “The Reorganized Debtor will retain all claims against the Debtor’s insiders, including its current equity holders, and such claims shall revert in the Reorganized Debtor upon the Effective Date. The retention of such claims is an important component of the consideration “package” for the New Equity Investor’s agreement to pay \$19 million in Cash to fund the Plan, to contribute or otherwise satisfy FS DIP’s \$5.2 million secured claim and to enable the Reorganized Debtor to continue as a going concern. The retention of these claims by the Reorganized Debtor is part of an integrated transaction between and among the Debtor, FS DIP, the New Equity Investor and Dr. Piazza. As such, the proposed Plan could not be accomplished without the retention of these claims. Furthermore, the Debtor does not believe that there is any value to its potential claims against.”

9. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO any distributions, draws, payments, (in cash and/or by personal property), payroll or other transactions from January 1, 2016 to the Present from the DEBTOR to and/or for the benefit of any INSIDER of the DEBTOR and/or any AFFILIATE of the DEBTOR, including but not limited to Ignatius Piazza, VNV Dynasty Trust I and/or VNV Dynasty Trust II.

10. All State and Federal Tax Returns in YOUR POSSESSION, CUSTODY or CONTROL, for the time period of January 1, 2016 to Present for the DEBTOR and/or any INSIDER of the DEBTOR and/or AFFILIATE of the DEBTOR, including but not limited to Ignatius Piazza; Jennifer Piazza; VNV Dynasty Trust I and VNV Dynasty Trust II.

11. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL RELATED TO INSIDER of the DEBTOR and/or AFFILIATE of the DEBTOR contributions to the DEBTOR, from 2016 to the present.

12. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by the DEBTOR.

13. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by the Unsecured Creditors Committee of the Bankruptcy Estate of the DEBTOR.

14. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by Ignatius Piazza.

15. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided to YOU by any INSIDER of the DEBTOR and/or AFFILIATE of the DEBTOR.

16. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to the DEBTOR.

17. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to the Unsecured Creditors Committee of the Bankruptcy Estate of the DEBTOR.

18. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to Ignatius Piazza.

19. All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL provided by YOU to any INSIDER of the DEBTOR and/or any AFFILIATE of the DEBTOR.