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10 **UNITED STATES BANKRUPTCY COURT**  
 11 **FOR THE DISTRICT OF NEVADA**

<p>12 In re:          13 FRONT SIGHT MANAGEMENT LLC,          14 Reorganized Debtor.</p>	<p>Case No.: 22-11824-ABL          Chapter 11</p>
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 16 **STIPULATED SCHEDULING ORDER AND BRIEFING SCHEDULE REGARDING**  
 17 **LVDF CLAIM NO. 284 AND REMAINING ADVERSARY CLAIMS**

18 Reorganized Debtor Front Sight Management, LLC, a Nevada Limited Liability Company  
 19 (“Front Sight”), by and through its counsel, Garman Turner Gordon LLP, and Las Vegas  
 20 Development Fund LLC, a Nevada Limited Liability Company (“LVDF”), Robert Dziubla, Jon  
 21 Fleming, Linda Stanwood, EB5 Impact Advisors LLC (“EB5IA”), and EB5 Impact Capital  
 22 Regional Center (“EB5IC,” and collectively, the “LVDF Parties”) by and through their counsel,  
 23 Jones Lovelock and LVDF by and through its counsel the Law Office of Brian Shapiro hereby  
 24 stipulate and agree as follows:

25 WHEREAS, on September 14, 2018, Front Sight filed an action against the LVDF Parties  
 26 in the Eighth Judicial District Court, thereby commencing Case No. A-18-781084-B (the “State  
 27 Court Case”).

28 WHEREAS, on June 4, 2020, LVDF filed an amended counterclaim in the State Court

1 Case against Front Sight, Ignatius Piazza, Jennifer Piazza, VNV Dynasty Trust I and VNV Dynasty  
2 Trust II (Mr. and Mrs. Piazza and the trusts, the “Piazza Parties”), Morales Construction, Inc., All  
3 American Concrete & Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, and  
4 Michael Meacher.

5 WHEREAS, on May 24, 2022 (the “Petition Date”), the Debtor filed a voluntary petition  
6 under chapter 11 of title 11 of the United States Code, thereby commencing bankruptcy case no. 22-  
7 11824-abl (the “Chapter 11 Case”) in the United States Bankruptcy Court for the District of Nevada  
8 (the “Bankruptcy Court”).

9 WHEREAS, on June 23, 2022, Front Sight removed the State Court Case to the Bankruptcy  
10 Court, thereby commencing adversary proceeding no. 22-01116-ABL (the “Adversary Proceeding”).

11 WHEREAS, on June 27, 2022, LVDF filed a Motion to Remand [Adv. Pro. 22-01116, ECF  
12 No. 4] in the Adversary Proceeding, which Motion to Remand was joined [Adv. Pro. 22-01116,  
13 ECF No. 55] by the remaining LVDF Parties.

14 WHEREAS, as set forth in the Bankruptcy Court’s oral ruling on the Motion to Remand,  
15 the Bankruptcy Court denied the Motion for Remand in the Adversary Proceeding for the reasons  
16 set forth on the Court’s record.

17 WHEREAS, the Parties understand that the remaining claims in the Adversary Proceeding  
18 are the following claims of Front Sight: fraud/intentional misrepresentation/concealment against  
19 LVDF, Robert Dziubla, Linda Stanwood, Jon Fleming, EB5IA, and EB5IC, conversion against  
20 LVDF, Robert Dziubla, Linda Stanwood, Jon Fleming, EB5IA, and EB5IC, civil conspiracy  
21 against LVDF, Robert Dziubla, Linda Stanwood, Jon Fleming, EB5IA, and EB5IC, breach of  
22 contract against LVDF and EB5IA, contractual breach of the implied covenant of good faith and  
23 fair dealing against LVDF and EB5IA, intentional interference with prospective economic  
24 advantage against LVDF and Robert Dziubla, and negligent misrepresentation against EB5IA  
25 Robert Dziubla (collectively, the “Remaining Front Sight Adversary Claims”). The Parties  
26 disagree as to whether LVDF has a fraud claim against Front Sight, Morales Construction Inc., All  
27 American Concrete & Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales Moreno, and  
28 Michael Meacher (the “Fraud Claims”). It is LVDF’s position that its fraud claim was not

1 dismissed by the Bankruptcy Court or found to be property of the bankruptcy estate in the context  
2 of the Court's Order on the Motion to Remand. Front Sight disagrees. LVDF intends to file a  
3 Motion for Clarification with the Court. Front Sight reserves all rights with respect thereto.

4 WHEREAS, on August 8, 2022, LVDF filed its proof of claim no. 284 (the "LVDF Claim"),  
5 asserting a claim in the amount of \$11,655,706.01 with interest, costs, and attorneys' fees accruing.

6 WHEREAS, on September 29, 2022, the Debtor filed its *Objection to Claim of Las Vegas*  
7 *Development Fund, LLC* [ECF No. 393] (the "LVDF Claim Objection") pursuant to which the Debtor  
8 objected to the LVDF Claim and asserted certain claims, and specifically those identified in the State  
9 Court Case, as an offset to any allowed LVDF claim.

10 WHEREAS, on October 21, 2022, the Piazzas filed their *Objection to Claim of Las Vegas*  
11 *Development Fund, LLC and Joinder in Debtor's Objection to Claim of Las Vegas Development*  
12 *Fund, LLC* [ECF No. 446] (the "LVDF Claim Objection Joinder," and together with the LVDF  
13 Claim Objection, the "Claim Objections") pursuant to which they joined in the Debtor's LVDF  
14 Claim Objection and asserted their own objections to the LVDF Claim.

15 WHEREAS, on November 3, LVDF and Front Sight, among others, filed the *Stipulation*  
16 *Regarding Las Vegas Development Fund, LLC's Treatment Under Debtor's Second Amended*  
17 *Chapter 11 Plan of Reorganization* [ECF No. 474] (the "LVDF Claim Stipulation"), which was  
18 granted by order of the Court on November 7, 2022 [ECF No. 487].

19 WHEREAS, pursuant to the LVDF Claim Stipulation, the Bankruptcy Court has scheduled  
20 a bench trial for the LVDF Claim and the Adversary Proceeding for June 1, 2, 5, 6 and 8, 2023  
21 (the "Trial Date"). To the extent that the Court determines that the Fraud Claims are property of  
22 LVDF, and the third-party defendants who are not a party to this stipulation take issue with this  
23 scheduling order, then the parties agree to act in good faith to negotiate a revised Scheduling Order.

24 WHEREAS, to facilitate the Trial Date, the Parties agree to the following briefing schedule  
25 and discovery plan:

26 1. **Briefing Deadlines:**

27 a. LVDF intends to file an amended Proof of Claim (the "Amended Proof of  
28 Claim") for the purpose of providing a calculation of the amounts sought, bringing the amounts

1 current, and providing a declaration of Robert Dziubla, on or before December 23, 2022. Front  
2 Sight reserves its right to object to the Amended Proof of Claim, including but not limited to, on  
3 the basis that it is late filed and/or an improper amendment.

4 b. Front Sight shall file an amended Claim Objection (the "Amended Claim  
5 Objection") on or before December 30, 2022.

6 c. LVDF shall file its opposition to the Amended Claim Objection on or before  
7 January 20, 2023.

8 d. Front Sight shall file its reply in support of the Amended Claim Objection  
9 on or before February 3, 2023.

10 2. **Scope of Discovery**: The Parties shall be permitted to conduct discovery in the Adversary  
11 Proceeding and on the Amended Claim Objection.

12 3. **Fact Discovery**.

13 a. All fact discovery will be completed by March 1, 2023.

14 b. The 30(b)(6) deposition Front Sight Management LLC is currently  
15 scheduled for January 11, 2023. Front Sight has advised LVDF that it is still assessing who will  
16 appear on behalf of Front Sight and that if Ignatius Piazza appears on behalf of Front Sight for  
17 some (or all) of the 30(b)(6) topics, he will not be available on or after January 11, 2023 until the  
18 week of January 23, 2023. To the extent that Ignatius Piazza is selected by Front Sight to be its  
19 30(b)(6) witnesses on some (or all) of the 30(b)(6) topics, then the 30(b)(6) deposition of Ignatius  
20 Piazza shall take place the week of January 23, 2023. To the extent that a different individual is  
21 selected by Front Sight to be its 30(b)(6) witness on some (or all) of the 30(b)(6) topics, then the  
22 parties will work together to reschedule the 30(b)(6) deposition to an agreeable time prior to  
23 January 23, 2023, if possible. Once scheduled by the parties, that deposition will be a firm setting  
24 and LVDF will not move the deposition unless agreed upon in writing or pursuant to court order.

25 c. LVDF will vacate the January 4, 2023 deposition of Ignatius Piazza and  
26 LVDF may re-notice Ignatius Piazza's deposition at a later date.

27 d. The parties previously disclosed initial and rebuttal expert reports in the  
28 Adversary Proceeding. In light of the changes in the Adversary Proceeding, the LVDF Claim, and

1 the Claim Objections, the parties agree to disclose on or before January 15, 2023 which prior initial  
2 experts each party will be relying upon, whether any prior initial reports will be amended and/or  
3 updated, or whether new experts will need to be disclosed. After January 15, 2023, the parties will  
4 meet and confer to determine new deadlines for the disclosure of initial expert reports. If the  
5 parties cannot agree on a mutually agreeable date, they may request the Court set a date for initial  
6 expert report disclosures. Rebuttal expert reports will be due thirty (30) calendar days after the  
7 initial expert report disclosure deadline. All expert depositions shall be completed by April 18,  
8 2023.

9 e. All potentially dispositive motions should be filed on or before April 7,  
10 2023, with oppositions due on or before April 28, 2023, and replies due on or before May 12, 2023.

11 f. Final lists of witnesses and exhibits shall be filed and exchanged on or  
12 before May 4, 2023

13 g. Parties shall file objections to final witness and exhibit lists on or before  
14 May 18, 2023

15 h. Motions *in limine* shall be filed no later than May 11, 2023.

16 i. Responses to motions *in limine* shall be filed no later than May 25, 2023.

17 j. The Parties may stipulate to amend any of the dates herein, but the  
18 stipulation will not be effective until entry of an order approving such stipulation.

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k. LVDF is authorized by the parties to file this Stipulation.

DATED: December 23, 2022

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