

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 Brian D. Shapiro, Esq.
Nevada State Bar No. 5772
2 **LAW OFFICE OF BRIAN D. SHAPIRO, LLC**
510 S. 8th Street
3 Las Vegas, Nevada 89101
Tel: (702) 386-8600
4 Fax: (702) 383-0994
brian@brianshapirolaw.com

5
6 Andrea M. Champion, Esq.
Nevada State Bar No. 13461
Nicole E. Lovelock, Esq.
7 Nevada State Bar No. 11187
Sue Trazig Cavaco, Esq.
8 Nevada State Bar No. 6150
JONES LOVELOCK
9 6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119
10 Tel: (702) 805-8450
Fax: (702) 805-8451
11 achampion@joneslovelock.com
nlovelock@joneslovelock.com
12 scavaco@joneslovelock.com

13 *Attorneys for Las Vegas Development*
Fund, LLC

14
15
16 **UNITED STATES BANKRUPTCY COURT**

17 **DISTRICT OF NEVADA**

18 In re:
19 FRONT SIGHT MANAGEMENT, LLC
20 Debtor.

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

**LAS VEGAS DEVELOPMENT FUND,
LLC’S MOTION FOR LIMITED
PROTECTIVE ORDER**

21
22
23
24 Las Vegas Development Fund, LLC (“LVDF”), by and through its attorneys Andrea M.
25 Champion, Esq., of Jones Lovelock and Brian D. Shapiro, Esq., of the Law Office of Brian D. Shapiro,
26 LLC, hereby moves for a limited protective order regarding Front Sight Management, LLC’s (“Front
27 Sight”) 30(b)(6) deposition of LVDF, the deposition of Simone Williams, and the deposition of Robert
28 W. Dziubla in his individual capacity. This Motion is based upon the attached points and authorities,

1 the Declarations in Support and any oral argument that this Court may permit.¹

2 **MEMORANDUM OF POINTS AND AUTHORITES**

3 **I. INTRODUCTION**

4 Front Sight, through its 30(b)(6) deposition subpoena of LVDF, seeks to have LVDF testify
5 in violation of multiple Court orders based upon the illogical position that it solely seeks this
6 protected information in the Chapter 11 bankruptcy action. It irrationally reasons that, because the
7 protective orders were entered and remain standing orders in the Adversary Action, such request is
8 acceptable. Front Sight should not be permitted to intentionally side-step the protective orders in the
9 Adversary Action through the Bankruptcy Action particularly when: (i) upon stipulation, the
10 Adversary Action will be tried in conjunction with the claim objection, (ii) Front Sight’s claim
11 objection is part and parcel of Front Sight’s claims in the Adversary Action, and (iii) Front Sight’s
12 claim objection does not make protected (and irrelevant) information subject to discovery (or
13 relevant). Put simply, LVDF is only asking this Court to apply the multiple protective orders in the
14 Adversary Action and to limit only those topics in Front Sight’s 30(b)(6) deposition notice that call
15 for the violation of those court orders.

16 To be clear, Front Sight’s 30(b)(6) subpoena includes 49 topics. LVDF has already agreed to
17 produce Robert Dziubla on behalf of LVDF to be deposed on March 31, 2023.² LVDF only seeks a
18 protective order on three categories of information: (1) the EB-5 investors and potential investors’
19 identities and private personal information (such as their banking information and their contact
20 information), (2) the compensation of the foreign placement agents, and (3) LVDF, Robert Dziubla,
21 Linda Stanwood, and Jon Fleming’s confidential financial information. LVDF does not seek a
22 protective order on those topics (or portions of topics) that do not seek information that is protected
23

24 _____
25 ¹ All references to “ECF No.” are to the number assigned to the documents filed in the above-captioned bankruptcy case
as they appear on the docket maintained by the clerk of the court. All references to “AECF No.” are to the number
assigned to the documents filed in adversary case number 22-apl-01116.

26 ² This is despite Mr. Dziubla’s multiple days of previous deposition and live testimony provided in the Adversary Action.
27 LVDF anticipates needing to designate a second 30(b)(6) witness on some of the 30(b)(6) topics but is still working that
designee’s availability. In addition, Front Sight intends to depose Mr. Dziubla for an additional day in his individual
28 capacity, on January 28, 2023. Because that deposition was unilaterally scheduled, the parties will need to work together
to schedule Mr. Dziubla’s deposition on an agreeable date.

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 by court orders.

2 In addition, Front Sight recently served a Notice of Intent to Subpoena Simone Williams, Esq.
3 But Front Sight’s notice of intent clearly seeks the production of documents in violation of the
4 protective order entered in the Adversary Action that was entered as a result of Front Sight’s prior,
5 and nearly duplicative, subpoena to Ms. Williams. That protective order also governs any future
6 subpoenas to Ms. Williams. Yet, Front Sight’s current Notice of Intent fails to comply with the
7 limitations of that protective order.

8 Finally, Front Sight recently served a Notice of Deposition of Mr. Dziubla in his individual
9 capacity. Presumably, Front Sight will seek to adduce similar testimony from Mr. Dziubla that is in
10 violation of the protective orders entered in the Adversary Action. Thus, LVDF is seeking a very
11 limited protective order, requiring that Front Sight comply with the protective orders in the Adversary
12 Action.

13 **II. RELEVANT BACKGROUND**

14 For years Front Sight has improperly sought information in violation of the protective orders
15 entered in the Adversary Action. Each such time, the State Court reaffirmed its protective orders and
16 time and time again and reminded Front Sight of its obligation to comply with standing orders. Now,
17 Front Sight continues this improper tactic. This time, however, Front Sight seeks to violate the
18 standing orders through the guise of a 30(b)(6) deposition of LVDF related to its claim objection as
19 well as the depositions of Ms. Simone and Mr. Dziubla, noticed in the claim objection proceeding.
20 LVDF is, for good reason, not willing to violate those standing orders.

21 **A. The Protective Orders in the Adversary Proceeding Prohibit the Debtor**
22 **to Conduct Discovery on the EB-5 Investors and Foreign Placement**
23 **Consultants.**

24 For years, solely as a means of harassment, Front Sight has sought to obtain information about
25 the EB-5 investors. LVDF has always maintained (and still maintains) that Front Sight’s attempts are
26 intended solely to harass the Defendants and the EB-5 investors. This information is protected and
27 not relevant to the claims or defenses. The State Court consistently, and repeatedly, protected the
28 EB-5 investors and their confidential personal information as well as limited information about the
foreign placement consultants, including their compensation.

JONES LOVELOCK
 6600 Amelia Earhart Court, Suite C
 Las Vegas, Nevada 89119

1 Specifically, on April 13, 2020, the Defendants filed their Motion for Protective Order
 2 Regarding Discovery of Consultants' and Individual Investors' Confidential Information (the "First
 3 Motion for Protective Order"), seeking an order of protection so that Debtor could not obtain
 4 information about potential EB-5 investors and actual EB-5 investors who became involved in the
 5 Front Sight Project and the foreign placement consultants and agents who worked with the
 6 Defendants.³ A copy of which is attached hereto as **Exhibit 2**.⁴ Defendants' First Motion for
 7 Protective Order was based on Defendants' position that (1) the information Debtor was seeking
 8 constituted trade secrets, (2) the protective order in place in the State Action was insufficient to
 9 protect the foreign investors from harm (such as harassment from Front Sight), (3) the foreign
 10 investors had an expectation of privacy and confidentiality, (4) that the information Front Sight was
 11 seeking was not relevant to any of the claims and defenses in the case (including, but not limited to
 12 LVDF's Counterclaims against Front Sight or Front Sight's affirmative claims against Defendants),
 13 and (5) that Defendants' compensation of the foreign placement consultants constitute proprietary
 14 trade secrets and that the foreign placement consultants had an expectation of confidentiality. See
 15 id.; see also Reply in Support of Defs.' Mot. for Prot. Order Regarding Disc. of Consultants' and
 16 Indiv. Investors' Confid. Info., attached hereto as **Exhibit 3**.

17 Over Front Sight's objection, the State Court entered its Findings of Fact and Conclusions of
 18 Law and Order Granting in Part and Denying in Part Defendants' Motion for Protective Order on
 19 June 30, 2020 (the "June 30, 2020 Protective Order"). A copy of which is attached hereto as **Exhibit**
 20 **4**. The June 30, 2020 Protective Order specifically found that the investors' identities and investment

23 ³ LVDF also moved, as part of the First Motion for Protective Order, to limit discovery about LVDF's foreign placement
 24 consultants. The Court also granted that portion of LVDF's Motion, in part, finding that Front Sight was entitled to limited
 25 information about the foreign placement consultants. While LVDF originally objected to a number of proposed 30(b)(6)
 26 topics seeking information about the foreign placement consultants, LVDF is no longer objecting to those requests based
 27 on the parties' meet and confer discussions. Therefore, LVDF will not address that portion of the Court's orders in this
 28 motion and will focus solely on that portion of the Court orders that impact the remaining dispute between the parties.

26 ⁴ Front Sight has filed multiple docket entries, lodging the State Court proceedings in the Adversary Proceeding.
 27 However, in doing so, Front Sight failed to provide an index for the state court docket. In addition, there are hundreds of
 28 pages that are simply bank. See, e.g. AECF No. 12-1. As a result, LVDF is unable to find the AECF Nos. for the State
 Court orders and briefs referenced in this Motion. LVDF, therefore, has attached the pertinent filings as exhibits to this
 Motion for ease of reference

1 information was not germane to the parties' dispute and thus, "the Court will not allowed discovery
 2 as to the Investors." *Id.* at ¶ 5. In addition, the June 30, 2020 Protective Order allowed Debtor only
 3 limited discovery on the foreign placement consultants which did *not* include Defendants'
 4 compensation of the foreign placement consultants. *Id.* at ¶ 7.

5 Similar to the current situation, rather than complying with the June 30, 2020 Protective
 6 Order, Front Sight immediately attempted to begin to find ways to contravene the June 30, 2020
 7 Protective Order. In direct contravention of the protective order's mandates, on two separate
 8 occasions, Front Sight sent subpoenas for documents and subpoenas to third parties seeking the same
 9 information that was subject to the June, 30, 2020 Protective Order. Both times, LVDF filed motions
 10 for protective order⁵ and each time the Court affirmed that the June 30, 2020 Protective Order stood.
 11 Front Sight was not entitled to any documents or information about the EB-5 investors or potential
 12 EB-5 investors, and that Front Sight was entitled to only limited information and documents
 13 regarding the foreign placement consultants for the limited categories set forth in the June 30, 2020
 14 Protective Order. See Exhibit 7, Order Granting the Second Mot. for Prot. Order, entered on January
 15 25, 2021 (the "January 25, 2021 Protective Order."); **Exhibit 8**, Order Granting the Third Mot. for
 16 Prot. Order, entered on March 29, 2022 (the "March 29, 2022 Protective Order").

17 Importantly, in opposition to the first of LVDF's second subsequent motion for protective
 18 order, Front Sight counter moved to "correct," or seek relief from, the June 30, 2020 Protective
 19 Order—i.e., to allow Front Sight to obtain Defendants' communications with the EB-5 investors,
 20 information about the actual and potential EB-5 investors, and information regarding the foreign
 21 placement consultants' involvement in, and communications regarding, the Front Sight Project. See
 22 **Exhibit 9**, Opp'n to Defs.' Mot. for Prot. Order Re. Subpoenas to Simone Williams and Ethan Devine
 23 and Counter-motion. to Correct the June 30, 2020 Order Granting in Part and Denying in Part Mot.
 24 for Prot. Order or For Relief From that Same Order. Not only did the Court affirm the June 30, 2020
 25 Protective Order through the January 25, 2021 Protective Order, but the January 25, 2021 Protective

26
 27 ⁵ See Exhibit 5, The EB5 Parties' Mot. for Prot. Order Regarding Subpoenas to Simone Williams and Ethan Devine;
 28 **Exhibit 6**, Mot. for Protective Order re: Subpoenas for Deposition and Prod. of Docs. to Immigrant Investor Agent #1,
 Immigrant Investor Agent #2, Immigrant Investor Agent #3, and Immigrant Investor Agent #3.

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 Order also went on to deny Front Sight’s counter-motion in its entirety; therefore, confirming that
2 Front Sight was never allowed (and still was not allowed) to obtain any information about the EB-5
3 investors and could not seek, among other things, compensation of the foreign placement consultants.
4 Ex. 8 at p. 3:4-5.

5 Front Sight has not obtained any order setting aside either the January 25, 2021 or March 29,
6 2022 protective orders. These protective orders are valid and remain in place today.⁶ See generally,
7 AECF Court Docket.

8 **B. The Protective Orders Prohibit Front Sight From Obtaining Financial**
9 **Information from LVDF and Mr. Dziubla.**

10 Also, solely as a means of harassment, Front Sight has also long sought information and
11 documents regarding LVDF, Mr. Dziubla, Ms. Stanwood, and Mr. Fleming’s private financial
12 information. Specifically, Front Sight served written discovery requests upon LVDF and Mr. Dziubla
13 in 2019 that sought the disclosure of LVDF and Mr. Dziubla’s financial information, including but
14 not limited to, any money Mr. Dziubla, LVDF, or any other party might have received from one
15 another, financial records from LVDF demonstrating how LVDF spent EB-5 money not distributed
16 to Front Sight, and how LVDF spent any interest payments made by Front Sight. See Mot. for Prot.
17 Order Regarding the Defs.’ Private Financial Info., attached hereto as **Exhibit 10**.

18 Over Front Sight’s objection, the State Court entered its Order Granting Defendants’ Motion
19 for Protective Order Regarding the Defendants’ Private Financial Information on July 10, 2020 (the
20 “July 10, 2020 Protective Order”).⁷ A copy of the July 10, 2020 Protective Order is attached hereto
21 as **Exhibit 11**. The July 10, 2020 Protective Order specifically states that “with the exception of EB5
22 Impact Advisors, LLC, the EB5 Parties’ private, financial information is not relevant to Front Sight’s
23 fraudulent misrepresentation and breach of contract claims. Therefore, the Court finds that Front
24 Sight is not entitled to financial information from Las Vegas Development Fund, LLC, EB5 Impact
25

26 _____
27 ⁶ Presumably Front Sight acknowledges the effect of the protective order by trying to circumvent them, as noted herein.

28 ⁷ The June 30, 2020 Protective Order, the January 25, 2021 Protective Order, the March 29, 2022 Protective Order, and the July 10, 2020 Protective Order are collectively referred to herein as the “Protective Orders.”

1 Capital Regional Center, Robert W. Dziubla, Jon Fleming, or Linda Stanwood.” Id.

2 Front Sight has not filed a motion to set aside the July 10, 2020 Protective Order. It remains
3 in place today. See generally, AECF Court Docket.

4 **C. Front Sight Files a Voluntary Chapter 11 Bankruptcy Petition, Stipulates**
5 **that the Adversary Action and LVDF Claim Objection Will Proceed**
6 **Together, and Now Seeks Testimony in Violation of the Protective**
7 **Orders.**

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

12 On December 23, 2022, the parties filed a Stipulated Scheduling Order and Briefing Schedule
13 Regarding LVDF Claim No. 282 and Remaining Adversary Actions in both the Adversary Action
14 and within the Chapter 11 bankruptcy case. See ECF No. 621; AECF No. 132. The stipulations
15 confirmed the parties’ intent to consolidate discovery related to the LVDF Claim Objection and the
16 Adversary Action, setting a single close of discovery deadline (March 1, 2023) and confirming that
17 a single bench trial for the LVDF Claim Objection and the Adversary Action would be held (on June
18 1, 2, 5, 6, and 8, 2023). See id.

19 Pursuant to the December 23, 2023 Stipulated Scheduling Order, LVDF filed its Amended
20 Proof of Claim on December 23, 2023 (Claim No. 284) and Front Sight filed its Amended Objection
21 to LVDF’s Claim No. 284 on December 30, 2022. See ECF No. 628. (The claim objection proceeding
22 is referred to herein as the “LVDF Claim Objection”).

23 On February 1, 2023, an Amended Scheduling Order and Briefing Schedule Regarding LVDF
24 Claim No. 282 and Remaining Adversary Claims was filed in both the Adversary Action and within
25 the Chapter 11 bankruptcy case. See ECF No. 680; AECF No. 144. The Amended Scheduling Order
26 reflects an amended trial date of July 10, 13, 14, 18, and 20, 2023⁸ and due to the later trial date, an

27 ⁸ LVDF understands that due to an inadvertent scheduling error, the Court required that the trial date be moved from the
28 original June 2023 trial dates.

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 updated discovery schedule. See id. But, again, the Amended Scheduling Order confirms that a single
2 bench trial for the LVDF Claim Objection and the Adversary Action will be held and that discovery
3 will proceed as to both the LVDF Claim Objection and the Adversary Action. See id.

4 On February 3, 2023, Front Sight provided a list of 50 proposed topics for the 30(b)(6)
5 deposition of LVDF. See Exhibit 12, a copy of Ms. Pilatowicz’s February 3, 2023 email
6 correspondence and proposed topics. A number of those topics sought testimony in violation of the
7 Protective Orders. In addition, Front Sight’s topics were, in some cases, duplicative of testimony
8 already given by LVDF in the Adversary Action. Accordingly, on February 11, 2023, LVDF sent a
9 detailed meet and confer letter to Front Sight, outlining its objections to the proposed topics, a copy
10 of which is attached hereto as **Exhibit 13**.

11 The parties participated in a telephonic meet-and-confer call on February 17, 2023. See
12 **Exhibit 1**, the Declaration of Andrea M. Champion (“Champion Decl.”), at ¶ 5. During that call,
13 Front Sight took the position that, because it only intended to notice LVDF’s 30(b)(6) deposition in
14 the Claim Objection proceeding (the Chapter 11 case) and not the Adversary Action, the protective
15 orders entered in the Adversary Action were not applicable. Id. While the parties also discussed other
16 objections LVDF was making to the proposed topics, those objections have since been largely
17 resolved and LVDF does not anticipate filing a motion related to the other topics at this time.

18 The remaining dispute between the parties is whether the multiple protective orders entered
19 in the Adversary Action preclude Front Sight from seeking testimony regarding (1) the EB-5
20 investors, their identities and personal confidential information, (2) what compensation LVDF paid
21 the foreign placement consultants, and (3) how LVDF spent interest paid by Front Sight in the
22 bankruptcy action and seeking documents on those same topics. Id. at ¶ 19. As to the first category,
23 Front Sight explained during the February 17, 2023 meet and confer on the proposed 30(b)(6) topics
24 that it was really seeking information about: (1) how many EB-5 investors there were, (2) when EB-
25 5 investors wired money to LVDF, (3) how much of that money was disbursed to Front Sight (and
26 when), and (4) how much of that investor money was held back pursuant to the CLA. Id. at ¶¶ 5-6.
27 LVDF explained to Front Sight that none of that information was protected so long as Front Sight
28 did not seek the disclosure of the EB-5 investors’ names and banking information. Id. While Front

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 Sight’s counsel indicated that she would consider whether Front Sight would proceed without that
2 minimal protected information, Front Sight has since demanded that LVDF file a motion for
3 protective order regarding the application of the Protective Orders. Id. at ¶¶ 6-13; see also Ex. 17.
4 This Motion is prudent and necessary.⁹

5 Therefore, LVDF seeks a limited motion for protective order on the following portions of the
6 following 30(b)(6) topics from Front Sight’s 30(b)(6) Subpoena, a copy of which is attached hereto
7 as **Exhibit 14**:¹⁰

- 8 ➤ Topic 5: LVDF’s knowledge of the status of any LVDF’s investors’ I-529 and I-829
9 petitions

10 LVDF seeks a protective order on only that portion of topic 5 that would require the disclosure
11 of the investors’ names, contact information, and banking information.

- 12 ➤ Topic 6: Communications to LVDF from USCIS regarding:
 - 13 a. Job Creation;
 - 14 b. How EB5 funds received by LVDF were spent;
 - 15 c. Sufficiency of records provided to USCIS by any investor; and
 - 16 d. The scope and nature of the Front Sight Project.

17 LVDF also seeks a protective order on only that portion of topic 6(b) that would require the
18 disclosure of how LVDF spent EB-5 funds that were held back under the CLA. LVDF does not
19 believe that topic 6 calls for the disclosure of investor information. However, to the extent it is sought,
20 a protective order regarding the investors’ names, contact information, and banking information is
21 appropriate.

- 22 ➤ Topic 7: Communications from USCIS regarding:

23

24 _____
25 ⁹ The parties subsequent meet and confer correspondence are attached hereto as follows: **Exhibit 15**, Ms. Pilatowicz’s
26 February 22, 2023 letter; **Exhibit 16**, Ms. Champion’s February 24, 2023 letter; **Exhibit 17**, Ms. Pilatowicz’s February
27 24, 2023 letter which includes an amended proposed 30(b)(6) topic list; **Exhibit 18**, Ms. Champion’s March 2, 2023 letter;
28 **Exhibit 19**, Ms. Champion’s March 3, 2023 email (without attachment); **Exhibit 20**, Ms. Champion’s March 3, 2023
email (without attachment); **Exhibit 21**, the email correspondence between Ms. Pilatowicz and Ms. Champion between
March 4, 2023 and March 6, 2023 (without attachments).

¹⁰ The topic numbers have changed a number of times. Therefore, the topics numbers listed in the motion are the topic
numbers from Front Sight’s formal Subpoena, served on March 1, 2023.

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

- 1 a. Job Creation;
- 2 b. How EB5 funds received by LVDF were spent;
- 3 c. Sufficiency of records provided to USCIS by any investor; and
- 4 d. The scope and nature of the Front Sight Project.

5 LVDF seeks a protective order on only that portion of topic 7(b) that would require the disclosure
6 of how LVDF spent EB-5 funds that were held back under the CLA. LVDF does not believe that
7 topic 7 calls for the disclosure of investor information. However, to the extent it is sought, a protective
8 order regarding the investors' names, contact information, and banking information is appropriate.

- 9 ➤ Topic 10: All payments made by LVDF to foreign placement agents.

10 LVDF seeks a protective order as to the entirety of topic 10 as it seeks information that is not
11 subject to the limitations set forth in the June 30, 2020 Protective Order. LVDF has always
12 maintained, and still maintains, that its payment of foreign placement agents is proprietary and
13 confidential.

- 14 ➤ Topic 11: LVDF's receipt and use of funds obtained from Front Sight, specifically:
 - 15 a. Interest payments;
 - 16 b. \$90,000 paid to LVDF on November 22, 2017;
 - 17 c. \$40,000 paid to LVDF on December 29, 2017;
 - 18 d. \$60,000 paid to LVDF on March 1, 2018;
 - 19 e. \$56,000 paid to LVDF on May 2, 2018; and
 - 20 f. \$35,000 paid to LVDF on July 6, 2018.

21 LVDF seeks a protective order as to the entirety of topic 11 as it seeks information that is
22 squarely protected under the July 10, 2020 Protective Order.

- 23 ➤ Topic 13: All EB-5 financing received by You from investors, specifically:
 - 24 a. The amount of funds received;
 - 25 b. The date funds received; and
 - 26 c. The use of funds received.

27 LVDF seeks a protective order on only that portion of topic 13(c) that would require the
28 disclosure of how LVDF spent EB-5 funds that were held back under the CLA. LVDF does not

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 believe that topic 13 calls for the disclosure of investor information. However, to the extent it is
2 sought, a protective order regarding the investors’ names, contact information, and banking
3 information is appropriate.

4 ➤ Topic 38: All interest payments made to you under the CLA, and your use of the
5 interest payments.

6 LVDF seeks a protective order as that portion of topic 38 that seeks disclosure of LVDF’s
7 use of the interest payments. LVDF does not seek a protective order on the interest payments made
8 to it under the CLA.

9 ➤ Topic 42: Your Affiliated entities and principals receipt of any funds from EB-5
10 Investors, including the use of those funds.

11 LVDF seeks a protective order on the entirety of topic 42 as it seeks information that is
12 squarely protected under the July 10, 2020 Protective Order.

13 **D. Front Sight Then Issued a Notice of Intent to Subpoena Simone Williams**
14 **and a Notice of Deposition Mr. Dziubla. Both Seek Documents and/or**
15 **Testimony in Violation of the Protective Orders.**

16 On March 3, 2023, Front Sight served its Notice of Intent to Subpoena Simone Williams—
17 who Front Sight is aware is an attorney that represents some of the EB-5 investors (the “Williams
18 Notice”). A copy of the Williams Notice is attached hereto as **Exhibit 22**. The Williams Notice seeks
19 the production of documents subject to the Protective Orders and (presumably) testimony in violation
20 of the Protective Orders as well. Specifically, Front Sight demands that Ms. Williams produce all
21 documents and communications pertaining to the Front Sight Project, including but not limited to,
22 communications with LVDF, EB5IA, EB5IC, or the EB5 investors themselves. The Williams Notice
23 is a near copy-and-paste of Front Sight’s October 12, 2020 Notice of Intent to Issue Subpoena for
24 Deposition and Production of Documents to Simone Williams, Esq., a copy of which is attached
25 hereto as **Exhibit 23** and which lead to the entry of the January 25, 2021 Protective Order. Indeed,
26 the January 25, 2021 Protective Order specifically governs future attempts to subpoena and/or depose
27 Ms. Williams:

28 The Court’s June 30, 2020 [Protective] Order stands. Accordingly, while
Front Sight is entitled to depose third parties, including but not limited to Ms.
Williams and Mr. Devine, any depositions Front Sight may take in this matter must

1 be consistent with the limitations set forth in the Court’s June 30, 2020 Order.

2 **IT IS ALSO ORDERED** that pursuant to the Court’s June 30, 2020 Order,
3 Front Sight is not entitled to request that third parties, including but not limited to
4 Ms. Williams and Mr. Devine, produce documents in violation of the Court’s June
5 30, 2020 Order.

6 Ex. 7 at pg. 2.

7 On March 3, 2023, Front Sight also served its Notice of Deposition of Mr. Dziubla in his
8 individual capacity, a copy of which is attached hereto as **Exhibit 24**. LVDF anticipates that Front
9 Sight will also seek testimony from Mr. Dziubla in violation of the Protective Orders, and consistent
10 with Front Sight’s 30(b)(6) notice of LVDF and its Subpoena of Ms. Williams.

11 **III. LEGAL ARGUMENT**

12 **A. Jurisdiction.**

13 This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue
14 is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. §
15 157(b)(2). The basis for relief requested is 11 U.S.C. § 105(a) and Rule 9016 of the Federal Rules of
16 Bankruptcy Procedure, which makes Rule 45 of the Federal Rules of Civil Procedure applicable.

17 **B. The Protective Orders Are Valid Orders in the Adversary Action.**

18 Indisputably, the State Court entered the Protective Orders in the Adversary Action while it
19 was still pending before the Eighth Judicial District Court, State of Nevada. The Protective Orders
20 remain effective in the Adversary Action. Certainly, after removal, this Court treats the State Court
21 orders as its own. See 28 U.S.C. § 1450 (stating that all orders entered before removal “shall remain
22 in full force and effect until dissolved or modified”); see also Hee Ok Jung v. Chung Hee Kee (In re
23 Tae Woon Kim), 2016 Bankr. LEXIS 1099, at * 5-6 (Bankr. C.D. Cal. April 6, 2016). Thus, the
24 following Protective Orders remain in place in the Adversary Action:

25 ➤ The June 30, 2020 Protective Order stating that “[t]he Investors’ identities and
26 investment information are not germane to the claims and defenses in this case. Therefore, pursuant
27 to NRCPC 26(c)(1)(A), the Court will not allow discovery as to the Investors”;

28 ➤ The January 25, 2021 Protective Order stating that “[p]ursuant to the Court’s June 30,
2020 [Protective Order], the Court has already found that . . . information about the EB-5 Investors’
and potential investors (including their identities and investment information) are not germane to the

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 claims and defenses in this case and therefore not subject to discovery. The Court’s June 30, 2020
2 Order stands. Accordingly, while Front Sight is entitled to depose third parties . . . any depositions
3 Front Sight may take in this matter must be consistent with the limitations set forth in the Court’s
4 June 30, 2020 [Protective] Order”;

5 ➤ The March 29, 2022 Protective Order again affirming and stating that “[p]ursuant to
6 the Court’s June 30, 2020 [Protective Order], the Court has already found that . . . information about
7 the EB-5 Investors’ and potential investors (including their identities and investment information)
8 are not germane to the claims and defenses in this case and therefore not subject to discovery. The
9 Court’s June 30, 2020 Order stands.” The March 29, 2022 Protective Order goes on to deny Front
10 Sight’s countermotion to “correct” the June 30, 2020 Order or to otherwise grant Front Sight relief
11 from the June 30, 2020 Protective Order and to affirm that “any depositions Front Sight may take in
12 this matter must be consistent with the limitations set forth in the Court’s June 30, 2020 [Protective]
13 Order and the January 25, 2021 [Protective] Order.”

14 ➤ The July 10, 2020 Protective Order stating that “with the exception of EB5 Impact
15 Advisors, LLC, the EB5 Parties’ private, financial information is not relevant to Front Sight’s
16 fraudulent misrepresentation and breach of contract claims. Therefore, the Court finds that Front
17 Sight is not entitled to financial information from Las Vegas Development Fund, LLC, EB5 Impact
18 Capital Regional Center, Robert W. Dziubla, Jon Fleming, or Linda Stanwood.”

19 Importantly, while Front Sight moved to set aside the June 30, 2020 Protective Order before
20 the State Court and lost, Front Sight has taken no steps in the Adversary Action to set aside the
21 Protective Orders. They remain in full force and effect until dissolved or modified. See 28 U.S.C. §
22 1450.

23 **C. The Protective Orders Should Apply to the Claim Objection.**

24 The dispute between the parties boils down to one question: should Front Sight be allowed to
25 violate the Protective Orders when the LVDF Claim Objection and Adversary Action are proceeding
26 through discovery together and will be tried together? LVDF respectfully submits that the answer to
27 that question is an unequivocal “No.” The Protective Orders became orders of this Court upon
28 removal. Front Sight’s act of filing an objection to LVDF’s claim does not render protected

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 information unprotected.

2 Rule 26(c)(1) governs protective orders. Under that rule, “[t]he court may, for good cause,
3 issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue
4 burden or expense,” including “forbidding inquiry into certain matters, or limiting the scope of
5 disclosure or discovery to certain matters.” Fed. R. Civ. P. 26(c)(1)(D). In order to make the requisite
6 showing of good cause, “the party seeking protection bears the burden of showing specific prejudice
7 or harm that will result if no protective order is granted.” Phillips ex rel. Estates of Byrd v. General
8 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2022); WebSideStory, Inc. v. NetRatings, Inc., No.
9 06cv408-WQH-AJB, 2007 U.S. Dist. LEXIS 20481, at *1-2 (S.D. Cal. Mar. 22, 2017) (“To establish
10 good cause, the moving party must make a clear showing of a particular and specific need for the
11 order.”) Here, LVDF’s showing of a particular need is clear because Front Sight is seeking testimony
12 in violation of the Protective Orders.

13 Front Sight is taking the position that it can end-route the Protective Orders by seeking
14 discovery in the LVDF Claim Objection. While LVDF has not found any case law directly on point,
15 it is unsurprising as Front Sight’s position is nonsensical at best. Because Front Sight has not sought
16 to obtain a new order, setting aside the Protective Orders, Front Sight is knowingly seeking
17 testimony, written discovery, and documents in clear violation of the Protective Orders.

18 Importantly, during the parties’ meet and confer on the 30(b)(6) topics, Front Sight was
19 unable to explain how the information sought (and protected by the Protective Orders) is relevant to
20 Front Sight’s claim objection. This is obviously because Front Sight’s claim objection is largely
21 duplicative of its affirmative claims in the Adversary Action.

22 Front Sight’s Amended Claim Objection focuses largely on LVDF’s alleged “solicitation of
23 Front Sight” and its fraudulent inducement of Front Sight. See generally ECF No. 628. Those
24 arguments are a near copy-and-paste from Front Sight’s fraudulent inducement claim in the
25 Adversary Action. See Second Am. Compl., filed January 4, 2019, a copy of which is attached hereto
26 as **Exhibit 25** at ¶¶ 11-47, 74-84. Front Sight’s Amended Claim Objection also focuses on LVDF’s

27
28

JONES LOVELOCK
 6600 Amelia Earhart Court, Suite C
 Las Vegas, Nevada 89119

1 alleged breach of the CLA which is also a pending claim in the Adversary Action.¹¹ Compare ECF
 2 No. 628 at p. 12-13 with Ex. 25 at ¶¶ 100-106. Front Sight’s remaining objections to LVDF’s claim—
 3 that the CLA is illusory (ECF No. 628 at p. 13), that LVDF’s attorneys’ fees, interest, and foreclosure
 4 fees are not recoverable (id. at p. 15), that LVDF cannot recover duplicative amounts that do not
 5 represent actual damages (id. at p. 16-18), and that Front Sight is entitled to offset its damages due
 6 to the bankruptcy proceeding (id. at p. 19-20)—do not relate to the EB-5 investors or LVDF’s use of
 7 the interest payments whatsoever. In sum, Front Sight’s claim objection is either duplicative or
 8 unrelated to the protected information. There can be no doubt that Front Sight’s claim objection does
 9 not transform the irrelevant and protected information into relevant and discoverable information.

10 It is clear from the parties’ meet and confer correspondence, after their initial meet and confer
 11 call, that Front Sight is intentionally misapprehending LVDF’s position with regard to the
 12 information sought regarding the EB-5 investors and the foreign placement agents. LVDF is not
 13 seeking to protect how many EB-5 investors were involved in the Project, when they wired their
 14 money to LVDF, how much of that EB-5 money was distributed to Front Sight, when it was
 15 distributed to Front Sight, how much of the EB-5 money was held back (consistent with the CLA).
 16 LVDF merely wants to protect the identity of the EB-5 investors, their private financial banking
 17 information, and their contact information. Likewise, LVDF is not seeking to protect the identity of
 18 the foreign placement consultants,¹² LVDF’s communications with the foreign placement
 19 consultants,¹³ or what LVDF told the foreign placement consultants about the CLA and Front Sight,
 20 if anything. LVDF only seeks to protect the compensation paid to the foreign placement consultants,
 21 if any, because it is proprietary and confidential. See generally, Declaration of Robert Dziubla,
 22 attached as **Exhibit 26**.

23 Moreover, Front Sight’s position that it is entitled to discovery in violation of the Protective
 24

25
 26 ¹¹ In the Adversary Action, Front Sight also has a pending breach of the implied covenant of good faith and fair dealing
 claim to the extent that the Court finds that LVDF did not technically breach the CLA but violated the covenant of good
 faith and fair dealing. See Ex. 25 at ¶¶ 107-113.

27 ¹² LVDF has already disclosed that information in written discovery.

28 ¹³ LVDF has already produced thousands of pages of correspondence between it and the foreign placement consultants.

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 Orders raises an obvious practical consideration: if the Court allows Front Sight to conduct discovery
2 in the LVDF Claim Objection but does not set aside the Protective Orders in the Adversary Action,
3 when the parties file dispositive motions or proceed to trial, how exactly will the parties (and the
4 Court) handle the differing evidence in the two proceedings? Will the Court allow Front Sight, at
5 trial, to adduce evidence in violation of the Protective Order on only the LVDF Claim Objection but
6 now consider it in the Adversary Action? Will the Court allow Front Sight to present documents at
7 trial that may be produced in the LVDF Claim Objection but that are in violation of the Protective
8 Orders in the Adversary Action? LVDF has specifically asked Front Sight to confirm, on multiple
9 occasions, whether it is Front Sight's position that testimony and evidence adduced in the claim
10 objection will be presented and considered *only* in the claim objection and not for the adversary
11 action and, conversely, whether testimony and evidence adduced in the adversary action will be
12 presented and considered only for the adversary action and not offered for the claim objection. Ex.
13 21. Front Sight has not responded to LVDF's inquiry, despite LVDF's follow-up. See Exs. 22, 23,
14 24, and 25.

15 From LVDF's perspective, Front Sight's position does not make practical sense and invites
16 error into trial. The Protective Orders either apply in both actions or they do not apply to either action.
17 Alternatively, if the Protective Orders apply in only the adversary action and not the claim objection
18 (which appears to be Front Sight's position), then there should be two separate trials scheduled
19 (contrary to the parties' prior stipulation) and for each separate trial, the parties can only offer the
20 testimony and evidence adduced in discovery in that particular action.

21 LVDF respectfully submits that the single trial should be maintained pursuant to the parties'
22 stipulation and the Court's prior order and that the Court should find that the Protective Orders apply.
23 Because Front Sight has not filed a second motion to set aside the Protective Orders (on which Front
24 Sight would bear the burden of demonstrating why the Court's Protective Orders should be revisited
25 yet again), the Court has no reason at this time to conclude that the protective order should not apply
26 to either action. Moreover, because Front Sight has already filed and lost a motion to set aside the
27 Protective Orders, the Court should consider any countermotion filed by Front Sight, outside the
28 stipulated scheduling order, with great suspicion.

JONES LOVELOCK
 6600 Amelia Earhart Court, Suite C
 Las Vegas, Nevada 89119

1 Finally, it bears noting that there is also a Protective Order entered in the Adversary Action
 2 that governs confidentiality of documents and deposition testimony. Front Sight has continued to
 3 treat documents and testimony adduced in both the Adversary Action and the LVDF Claim Objection
 4 subject to that Protective Order. In addition, Front Sight has repeatedly cited to, and relied on, a State
 5 Court Order from January 23, 2020 in the Chapter 11 Bankruptcy Action—even though it was
 6 subsequently found to be preliminary and non-binding. See ECF No. 253 at p. 3 (contending that the
 7 State Court’s January 23, 2020 Order should be considered on LVDF’s Motion to Terminate Stay);
 8 ECF No. 338 at p. 31-32 (Front Sight’s 1st Amended Disclosure Statement cited to the January 23,
 9 2020 Order as evidence of the “fraudulent nature of LVDF’s foreclosure action and its initial
 10 counterclaim”). Front Sight is cherry-picking which orders from the Adversary Action it believes
 11 should and should not be applied to the LVDF Claim Objection. Front Sight cannot have it both
 12 ways—either the State Court’s Orders are applicable in the LVDF Claim Objection, or they are not.

13 LVDF’s request is a simple one. It only requests that this Court enter another protective order,
 14 reaffirming that the Protective Orders stand and that any discovery, including the 30(b)(6) deposition
 15 of LVDF, the deposition of Ms. Williams, and the deposition of Mr. Dziubla must confirm thereto.¹⁴

16 IV. CONCLUSION

17 LVDF has already agreed to present a 30(b)(6) designee on the vast majority of Front Sight’s
 18 proposed 30(b)(6) topics. If Front Sight’s intent in taking the 30(b)(6) deposition is to get relevant
 19 testimony related to its claim objection and for use in the Adversary Action, it should agree to be
 20 limited by the Protective Orders. Indeed, LVDF has already offered to provide testimony about the
 21 money received from EB-5 investors (i.e., how many EB-5 investors there were, how much money
 22 was raised from EB-5 investors, when EB-5 funds were disbursed to Front Sight, and how much EB-

23

24

25

26

27

28

29

30

¹⁴ As to Front Sight’s attempts to seek information related to the EB-5 investors and potential EB-5 investors, and compensation to the foreign placement consultants, LVDF asks this Court to reaffirm *for the fourth time* that Front Sight is not entitled to such information.

Front Sight did serve separate written discovery requests (requests for production of documents and interrogatories) which also seek the disclosure of documents and information subject to the Protective Orders. Because the parties’ have not met and conferred on those responses or LVDF’s objections to those requests (which typically include additional objections beyond the entry of the Protective Orders), the parties have agreed that this Motion should go forward and then will dictate the parties’ additional meet and confer efforts on the written discovery.

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 5 funds were held back pursuant to the CLA)—information Front Sight has identified as critical to its
2 claim objection—so long as Front Sight not inquire about the EB-5 investors’ personal information
3 (i.e., their identities and banking information). Yet, Front Sight has inexplicably refused.

4 Front Sight’s rejection of this reasonable parameter is evidence that Front Sight seeks the
5 information about the EB-5 investors solely to harass them and to contravene the Protective Orders.
6 LVDF merely wants the confidential and private information of the EB-5 investors and its members
7 protected and to abide by the Court’s clear and long-standing mandates.

8 Front Sight does not need any of the information it seeks about the EB-5 investors, the
9 compensation of the foreign placement consultants, or LVDF’s members in order to proceed with the
10 Claim Objection. Likewise, Front Sight does not need to know how LVDF spent any interest payments
11 made by Front Sight in order to proceed with the Claim Objection. This information is privileged,
12 confidential, and not relevant to any claim, defense, or objection to LVDF’s claim. A new protective
13 order, affirming the Protective Orders and requiring Front Sight to comply with the long-standing
14 Protective Orders, thus is necessary.

15 DATED this 6th day of March, 2023.

16 /s/ Andrea M. Champion, Esq.
17 Andrea M. Champion, Esq. (13461)
18 Nicole Lovelock, Esq. (11187)
19 Sue Trazig Cavaco, Esq. (6150)
20 JONES LOVELOCK
21 6600 Amelia Earhart Ct., Suite C
22 Las Vegas, Nevada 89119

23 Brian D. Shapiro, Esq.
24 Nevada State Bar No. 5772
25 LAW OFFICE OF BRIAN D. SHAPIRO, LLC
26 510 S. 8th Street
27 Las Vegas, Nevada 89101
28 Tel: (702) 386-8600
Fax: (702) 383-0994
brian@brianshapirolaw.com

*Attorneys for Las Vegas Development
Fund, LLC*

26 ///
27 ///
28 ///

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the **LAS VEGAS DEVELOPMENT FUND, LLC'S MOTION FOR LIMITED PROTECTIVE ORDER** was served on the 6th day of March 2023, via the Court's CM/ECF Noticing System on all registered users in this case.

By /s/ Julie Linton
An Employee of JONES LOVELOCK

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “1”

EXHIBIT “1”

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 Brian D. Shapiro, Esq.
Nevada State Bar No. 5772
2 **LAW OFFICE OF BRIAN D. SHAPIRO, LLC**
510 S. 8th Street
3 Las Vegas, Nevada 89101
Tel: (702) 386-8600
4 Fax: (702) 383-0994
brian@brianshapirolaw.com

5 Andrea M. Champion, Esq.
6 Nevada State Bar No. 13461
Nicole E. Lovelock, Esq.
7 Nevada State Bar No. 11187
Sue Trazig Cavaco, Esq.
8 Nevada State Bar No. 6150
JONES LOVELOCK
9 6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119
10 Tel: (702) 805-8450
Fax: (702) 805-8451
11 achampion@joneslovelock.com
nlovelock@joneslovelock.com
12 scavaco@joneslovelock.com

13 *Attorneys for Las Vegas Development*
14 *Fund, LLC*

16 **UNITED STATES BANKRUPTCY COURT**

17 **DISTRICT OF NEVADA**

18 In re:	Case No. BK-S-22-11824-ABL
19 FRONT SIGHT MANAGEMENT, LLC	Chapter 11
20 Debtor.	

22 **DECLARATION OF ANDREA M. CHAMPION, ESQ. IN SUPPORT OF LAS VEGAS**
23 **DEVELOPMENT FUND, LLC’S MOTION LIMITED FOR PROTECTIVE ORDER**

24 I, Andrea M. Champion, Esq. declare as follows:

25 1. I am over eighteen (18) years of age and mentally competent.

26 1. I am an attorney duly licensed to practice law in the State of Nevada and am counsel
27 for Las Vegas Development Fund, LLC (“LVDF”) and Robert W. Dziubla (“Dziubla”).
28

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

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

4 2. I make this declaration in support of LVDF’s Motion for Limited Protective Order (the
5 “Motion”).

6 3. On February 3, 2023, Teresa Pilatowicz, counsel for Front Sight Management, LLC
7 (“Front Sight”) sent me an email with a proposed list of 50 topics for the 30(b)(6) deposition of LVDF.
8 A true and correct copy of that email is attached to the Motion as Exhibit 12.

9 4. Because a number of proposed topics sought testimony in violation of the multiple
10 protective orders entered in the Adversary Action, on February 11, 2023, I sent a detailed meet and confer
11 letter to Ms. Pilatowicz, outlining LVDF’s objections to the proposed topics. A copy of my February 11,
12 2023 letter is attached to the Motion as Exhibit 13.

13 5. On February 17, 2023, I participated in a very lengthy meet and confer call with Ms.
14 Pilatowicz. Ms. Pilatowicz told me, during that call, that it was Front Sight's position that because it only
15 intended to notice LVDF’s 30(b)(6) deposition in the Claim Objection proceeding and not in the
16 Adversary Action (which was not clear from Ms. Pilatowicz’s February 3, 2023 email), the protective
17 orders entered in the Adversary Action are not applicable. I advised Ms. Pilatowicz that LVDF disagreed,
18 particularly since the Claim Objection and Adversary Action are proceeding to a single trial.

19 6. Ms. Pilatowicz and I then proceeded to discuss each proposed topic that LVDF had
20 objected to. When we reached then-topic 13 (which is now topic 14 in Front Sight’s 30(b)(6) Subpoena),
21 Ms. Pilatowicz told me that she still did not know how much EB-5 money was raised so their intent for
22 this topic was to identify the amount of EB-5 money raised, the amount of EB-5 money that was put into
23 the Front Sight Project, and when the EB-5 money was raised. I told Ms. Pilatowicz that LVDF had no
24 objection to providing that information so long as the identity and personal information of the EB-5
25 investors (including the EB-5 investors’ banking information) was sought. Ms. Pilatowicz told me that
26 she would confer with her client and get back to me as to whether we could reach an agreement as to that
27 proposed topic.

28 7. During our meet and confer, I also asked to explain how the information that is subject to

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 the protective orders entered in the Adversary Action have become relevant through the Claim Objection
2 proceeding. Ms. Pilatowicz did not respond to my inquiry other than to repeat that it is Front Sight's
3 position that the protective orders entered in the Adversary Action are not applicable to the Claim
4 Objection proceeding.

5 8. At the conclusion of our February 17, 2023 meet and confer conference, Ms. Pilatowicz
6 told me that Front Sight would be issuing a list of amended proposed 30(b)(6) topics by Monday,
7 February 20, 2023. We agreed that after the amended proposed topics were provided, we could work to
8 determine what was still at issue and discuss a briefing schedule, should there need to be motion practice
9 related to the 30(b)(6) topics.

10 9. Front Sight did not provide an amended list of proposed 30(b)(6) topics on February 20,
11 2023.

12 10. On February 22, 2023, I received a letter from Ms. Pilatowicz regarding a number of
13 discovery issues, including the proposed 30(b)(6) topics. A copy of that letter is attached to the Motion
14 as Exhibit 15.

15 11. On February 24, 2023, I responded to Ms. Pilatowicz's letter, addressing the topics in
16 Front Sight's proposed 30(b)(6) topic list. A copy of that letter is attached to the Motion as Exhibit 16.

17 12. I anticipated that, consistent with our discussion on February 17, 2023, Ms. Pilatowicz
18 and I would then determine which topics the parties still had a dispute over (including, but not limited,
19 to whether Front Sight still sought the disclosure of the identities of the EB-5 investors and their personal
20 information).

21 13. Instead, I received another letter from Ms. Pilatowicz on February 24, 2023 that
22 demanded that LVDF file a motion for protective order. A copy of that letter is attached to the Motion as
23 Exhibit 17.

24 14. I received a separate letter from Ms. Pilatowicz on other discovery issues on February 27,
25 2023.

26 15. On March 2, 2023, I responded to both of Ms. Pilatowicz's letters, including addressing
27 the anticipated 30(b)(6) topics of LVDF. A copy of that letter is attached to the Motion as Exhibit 18.

28 16. On March 3, 2023, I received email correspondence from Greg Garmin, counsel for Front

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 Sight, suggesting that LVDF was manufacturing discovery disputes.

2 17. To ensure that there was no misunderstanding, I emailed Ms. Pilatowicz the following
3 day asking her to confirm Front Sight’s position regarding the disputed 30(b)(6) topics. Ms. Pilatowicz
4 and I exchanged a number of emails from March 4, 2023 and March 6, 2023 regarding the parties’
5 respective positions. A copy of that email string is attached to the Motion as Exhibit 21.

6 18. I have repeatedly informed Ms. Pilatowicz that it LVDF’s position that the EB-5 investors
7 and potential EB-5 investors identities and personal information (including contact information and
8 banking information) is protected but that LVDF has no objection to providing testimony regarding how
9 many EB-5 investors there are, whether LVDF communicated with the EB-5 investors, what LVDF told
10 the EB-5 investors about the Front Sight Project, the CLA, or the jobs created, if anything, how much
11 EB-5 money was distributed to Front Sight, and how much EB-5 money was held back (pursuant to the
12 CLA). I have also repeatedly asked Ms. Pilatowicz if it is LVDF’s position that deposition testimony and
13 discovery adduced the Claim Objection proceeding may only be used in the Claim Objection proceeding
14 and not in the Adversary Action and, conversely, if deposition testimony and discovery adduced in the
15 Adversary Action may only be used in the Adversary Action and not in the Claim Objection Proceeding.
16 I have not received a substantive response to my inquiries.

17 19. As of the filing of this motion, the parties have largely resolved their disputes over the
18 30(b)(6) topics for LVDF. However, a dispute remains regarding those topics that seek testimony
19 regarding: (1) the EB-5 investors and potential EB-5 investors, their identities and personal information,
20 (2) the compensation of foreign placement consultants, and (3) LVDF and Mr. Dziubla’s financial
21 information, including how LVDF spent any interest paid by Front Sight.

22 20. On March 3, 2023, Ms. Pilatowicz informed me that Front Sight intended to subpoena
23 Simone Williams. Front Sight’s prior subpoena of Ms. Williams served as the basis of one of the
24 protective orders in the Adversary Action. Because I was unsure if Ms. Pilatowicz was aware of that
25 background and the fact that Ms. Williams represents a number of the EB-5 investors, I emailed Ms.
26 Pilatowicz on March 3, 2023 to inform her of the same and to ask whether that changed Front Sight’s
27 position as to how it was going to proceed with the subpoena to Ms. Williams. I did not receive a response.
28 However, hours later, Front Sight served its formal Notice of Intent to Issue Subpoena in a Case Under

1 the Bankruptcy Code to Simone Williams, Esq., a copy of which is attached to the Motion as Exhibit 22.

2 21. Front Sight's previous Notice of Intent to Issue Subpoena for Deposition and Production
3 of Documents to Simone Williams, Esq., served in the Adversary Action on October 12, 2020 is attached
4 to the Motion as Exhibit 23.

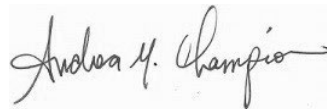
5 22. On March 3, 2023, Ms. Pilatowicz also informed me that Front Sight intended to notice
6 Mr. Dziubla's individual deposition. LVDF and I anticipate that Front Sight's deposition of Mr. Dziubla
7 will seek the same, or similar, testimony as the 30(b)(6) topics that are at issue in the Motion. A copy of
8 the Notice of Deposition of Robert W. Dziubla is attached to the Motion as Exhibit 24.

9 23. Because Front Sight unilaterally scheduled the depositions of Ms. Williams and Mr.
10 Dziubla, the parties have agreed to work together to find agreeable dates for those depositions.

11 24. The 30(b)(6) deposition of Mr. Dziubla on behalf of LVDF is currently scheduled for
12 March 31, 2023.

13 I declare under penalty of perjury under the laws of the United States of America that the
14 foregoing is true and correct.

15 DATED this 6th day of March, 2023.

16 

17 _____
18 Andrea M. Champion

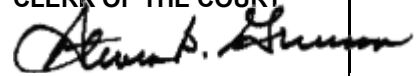
JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

19
20
21
22
23
24
25
26
27
28

EXHIBIT “2”

EXHIBIT “2”

Electronically Filed
4/13/2020 11:55 PM
Steven D. Grierson
CLERK OF THE COURT



1 **MTN-PO**
ANTHONY T. CASE, ESQ.
2 Nevada Bar No. 6589
tcase@farmercase.com
3 KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
4 kholtbert@farmercase.com
FARMER CASE & FEDOR
5 2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
6 Telephone: (702) 579-3900
Facsimile: (702) 739-3001

7
8 C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (*Pro Hac Vice*)
Keith.greer@greerlaw.biz
9 **GREER & ASSOCIATES, A.P.C.**
16855 West Bernardo Dr, Suite 255
10 San Diego, California 92127
Telephone: (858) 613-6677
11 Facsimile: (858) 613-6680

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

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

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

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

23 _____)
24 ALL RELATED CONTERCLAIMS)
25)
26 _____)

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

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

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

12 DATED this 13th day of April 2020. **FARMER CASE & FEDOR**

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

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

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

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

24 In addition to the sought information being private and confidential, the requested
25 information is irrelevant to any claims or defenses in this action, is not admissible, and is not
26 likely to lead to the discovery of admissible evidence. Indeed, consideration of the nature of the
27 information sought and the fact that it has no relevance to the claims and defenses at issue leads
28

1 to but one reasonable conclusion: Plaintiff's true intent in seeking this information is to harass,
2 annoy, embarrass, and/or oppress Defendants, the individual investors, and consultants, and to
3 otherwise cause Defendants undue burden or expense.

4 **II. STATEMENT OF FACTS**

5 Although this court is generally familiar with the Construction Loan Agreement ("CLA"),
6 which is the subject matter of this case, it is important for purposes of this motion to highlight
7 certain fundamental structural aspects of the transactions involved herein. Understanding the
8 structure of the transaction is critical to understanding the importance of this motion for
9 Protective Order.
10

11 LVD Fund was formed as a new LLC for the specific purpose of raising funds from
12 foreign investors. In turn, those funds were to be used to provide loan financing to Front Sight
13 for construction of the Project. LVD Fund then sponsored an offering to foreign investors to
14 finance the project. Importantly, the investors who subscribed to the offering are investors in
15 LVD Fund; they are NOT investors in Front Sight. LVD Fund then used the investment funds
16 raised to make a loan to Front Sight for construction of the Project as memorialized by the CLA.
17 Therefore, the structure here was NOT an equity investment in Front Sight. The subscription
18 agreement specifically references this fact: "I understand that the Unit is being sold by the Issuer
19 and not by the Borrower, Front Sight Management LLC, or the Manager of the Facilities being
20 developed, LaTour Resorts and Hotels or any of their respective members, managers or affiliates."
21
22 (Dziubla Decl. Exhibit 3, Subscription Agreement, ¶7(g)).
23

24 Thus, the investors in LVD Fund for whom Front Sight now seeks discovery on bear the
25 same relationship to Front Sight as the shareholders of Bank of America have to individuals who
26 receive a mortgage loan from Bank of America. Viewed from this perspective, it is inconceivable
27
28

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

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

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

16 **III. ARGUMENT**

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

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

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

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

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

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

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

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

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

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

(Dziubla Declaration, Exhibit 2).

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

12 Request No. 158 is similar: “Please produce a copy of all documents, writings, and/or
13 communications showing the names and other demographical information pertaining to LVDF’s
14 Class B Members, as defined in LVDF’s Operating Agreement dated March 26, 2014, and
15 including but not limited to the identity of the Class B Members, the address of the Class B
16 Member, the country of origin of the Class B Member, the contact information for the agent of the
17 Class B Member, the date of the transaction, the amount of the investment, the source of the funds
18 for the investment, the current immigration status of the Class B Member, and the current status of
19 the investment.” *See also* Request No. 159 (“names and other demographical information
20 pertaining to LVDF’s distributions and investment returns made to its Class B Members”).
21 Request No.’s 167 – 170 is another attempt to gain information regarding the individual investors
22 seeking “communications between LVDF and the actual, potential, or prospective EB-5 investors
23 and/or EB-5 visa applicants and/or their agents.” Request No. 199 requests “all documents which
24 demonstrate or relate to the status of the I- 829 petition for each immigrant investor.” And Request
25
26
27
28

1 No. 200 seeks “all documents which demonstrate or relate to the status of the I- 526 petition for
2 each immigrant investor.”

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

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

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

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

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

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

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

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

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

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

17
18
19 Nevada Rules of Civil Procedure governing protective orders is in accord: “The court
20 may, for good cause, issue an order to protect a party or person from annoyance, embarrassment,
21 oppression, or undue burden or expense, including one or more of the following: (A) forbidding
22 the disclosure or discovery; . . . (D) forbidding inquiry into certain matters, or limiting the scope
23 of disclosure or discovery to certain matters; (E) designating the persons who may be present
24 while the discovery is conducted; . . . (G) requiring that a trade secret or other confidential
25 research, development, or commercial information not be revealed or be revealed only in a
26 specified way” N.R.C.P. 26(c).

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

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

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

26 \\\
 27 \\\
 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2) **The Information Sought Is Not Admissible Nor Is It Likely To Lead To The Discovery Of Admissible Evidence.**

But Front Sight’s discovery requests go well beyond the disclosure of protected trade secrets. Front Sight’s requests do not seek the disclosure of admissible evidence or even information that may lead to the discovery of admissible evidence. The agents’ and investor names and financial information is not relevant to any claim. While the existence of investors and agents show that the Defendants were actively marketing and attracting investors, the personal information of such investors is simply not relevant to Front Sight’s claim of “fraud in the inducement.” Accordingly, this court should grant the requested Protective Order.

3) **The Discovery Requests Are Intended To Harass, Annoy, Embarrass And/or Oppress Defendants Or To Cause Defendants Undue Burden or Expense.**

Finally, because Front Sight is aware that the business relationship between LVD Fund and its Placement Consultants and Investors constitutes a protected trade secret, is not relevant to any claims and defenses, and is confidential, the requests appear to be made for no other reason but to invade the reasonable expectation of the Placement Consultants and Investors and to harass, annoy, and embarrass them (and LVD Fund). Front Sight has already demonstrated its intent to harass the Placement Consultants and Investors and these discovery requests should be viewed as nothing more than an attempt to continue those efforts. Front Sight previously used what little information it had available to it to contact two agents in an effort to tarnish the Defendants by providing the agents with the bogus criminal action against Mr. Dziubla in Nye County—an action that was instigated by Front Sight and has since been dismissed. The Defendants are justifiably concerned that if LVD Fund is forced to provide complete responses to these requests (notwithstanding the fact they seek protected trade secrets and confidential

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

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

7 **III. CONCLUSION**

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

15 DATED this 13th day of April 2020.

FARMER CASE & FEDOR

16 /s/ Kathryn Holbert
17 KATHRYN HOLBERT, ESQ.
18 Nevada Bar No. 10084
19 kholbert@farmercase.com
20 2190 E. Pebble Rd., Suite #205
21 Las Vegas, NV 89123
22 Telephone: (702) 579-3900
23 Attorneys for Defendants
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**AFFIDAVIT OF C. KEITH GREER IN SUPPORT OF
MOTION FOR PROTECTIVE ORDER**

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

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

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

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

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

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

DATED this 13th day of April 2020.

s/C. Keith Greer
C. Keith Greer

**AFFIDAVIT OF ROBERT DZIUBLA IN SUPPORT OF
MOTION FOR PROTECTIVE ORDER**

1
2
3 STATE OF CALIFORNIA)
) ss:
4 COUNTY OF SAN DIEGO)

5 I, Robert Dziubla, hereby state and declare, based on my personal knowledge as follows:

6 1. I am an individual and an officer of Las Vegas Development Fund, LLC, a
7 defendant herein.

8 2. I submit this Declaration in Support of the Motion for Protective Order filed
9 concurrently herewith.

10 3. I am the custodian of records for Las Vegas Development Fund, LLC, and have
11 personal knowledge of the matters set forth herein.

12 4, Las Vegas Development Fund, LLC., considers the identity of its placement consultants
13 and investors and the specific arrangements with such individuals and entities to be trade secret as
14 well as to involve personal confidential information of the parties involved. The identity and
15 terms of the agreements derive independent economic value from not being generally known to,
16 and not being readily ascertainable by proper means by the public or any other persons who can
17 obtain commercial or economic value from its disclosure or use, including Front Sight.
18
19

20 5. In addition, Las Vegas Development Fund is contractually obligated to maintain
21 certain information regarding the consultants and the individual investors as confidential. For
22 example, as shown in the exemplar redacted consultation agreement attached hereto as Exhibit 1,
23 Las Vegas Development Fund, LLC, agreed to keep the list of accepted Non-U.S. investors
24 confidential. "Foreign Placement Consultant will, for a period of five (5) years after the
25 termination of this Agreement, maintain a list of the name and address (as of the date of
26
27
28

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

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

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

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

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

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

28

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

3 DATED this 13th day of April 2020.

/s/ Robert Dziubla

Robert Dziubla

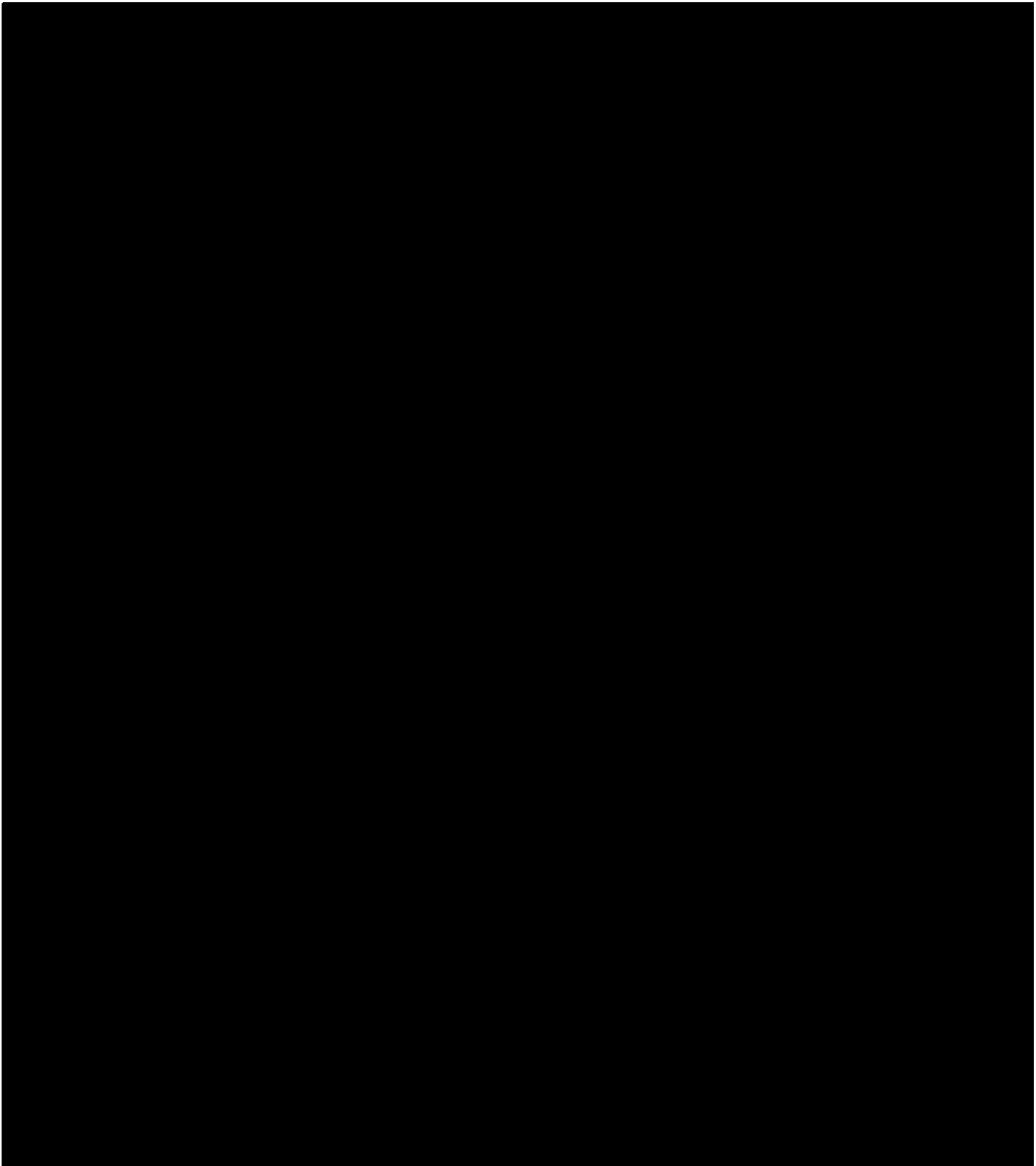
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

**FOREIGN PLACEMENT CONSULTANT
AGREEMENT**



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



ISSUER

LAS VEGAS DEVELOPMENT FUND,

By: 

Robert Dziubla
Its Manager

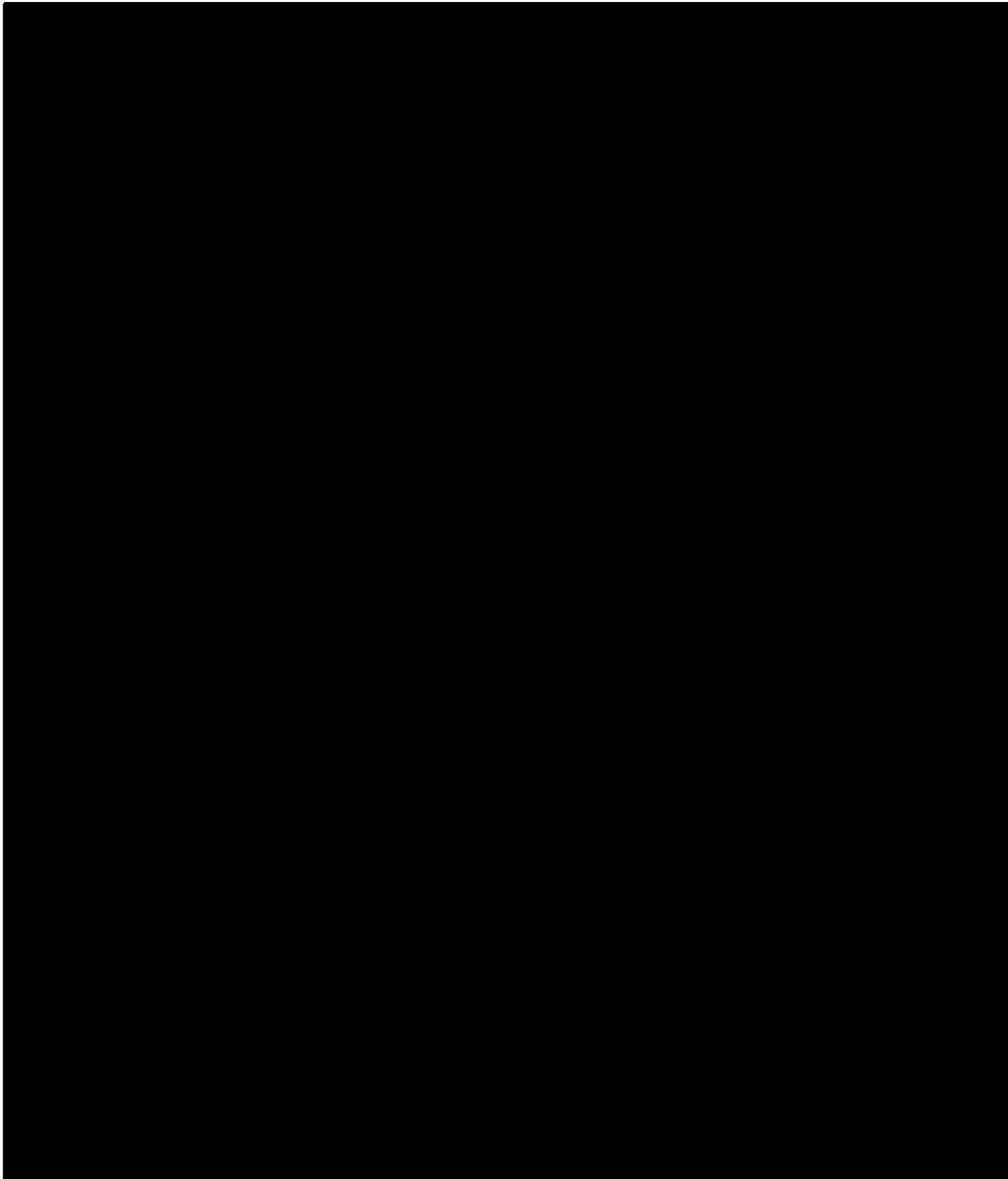
EB5 Impact Capital Regional Center, LLC

By: 

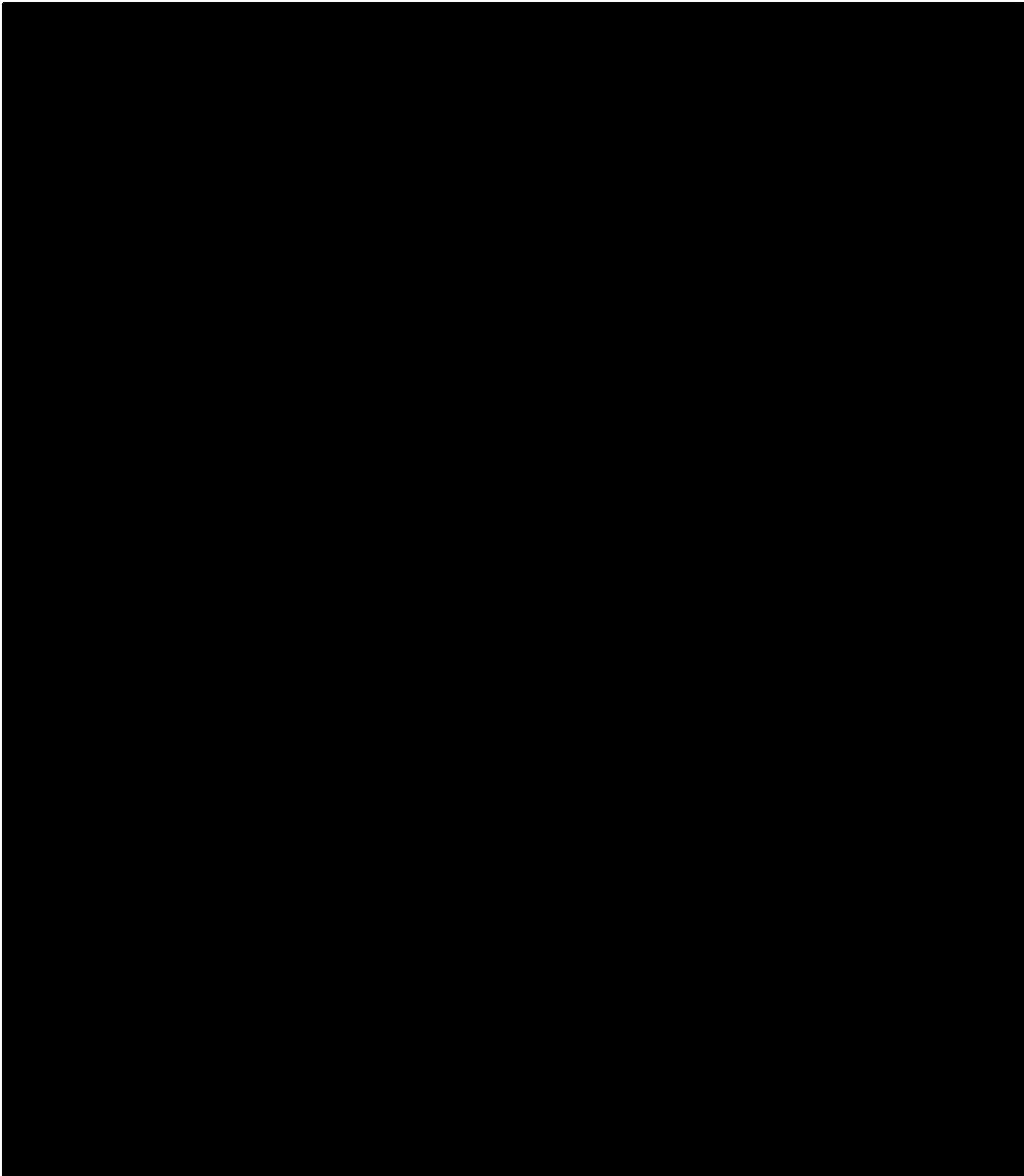
Robert Dziubla
Its Manager

Notices to Issuer:

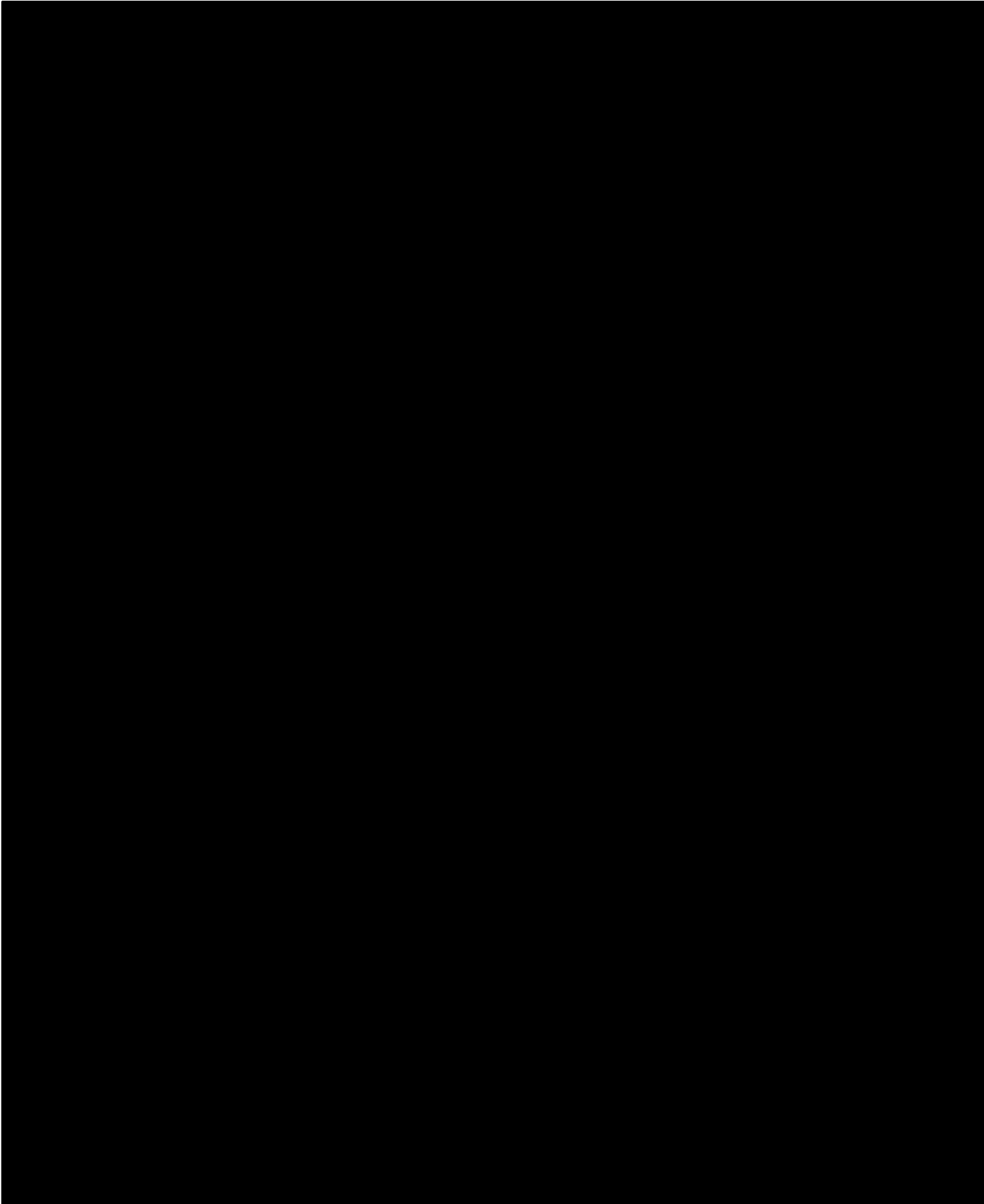
EB5 Impact Advisors LLC
P.O. Box 3003
916 Southwood Blvd., Suite 1G
Incline Village, NV 89450



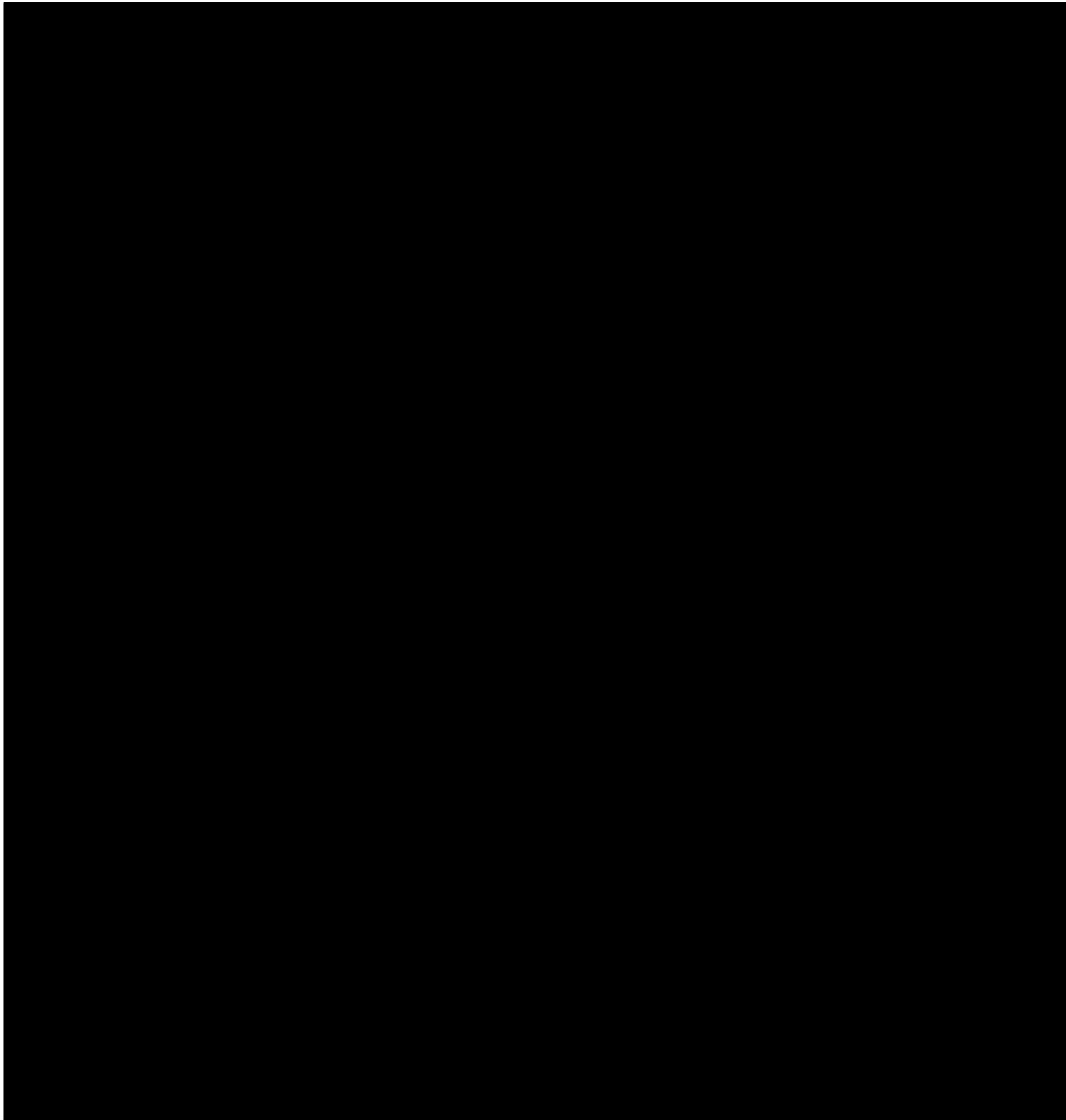
PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT



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



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

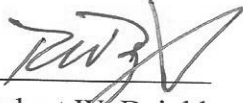


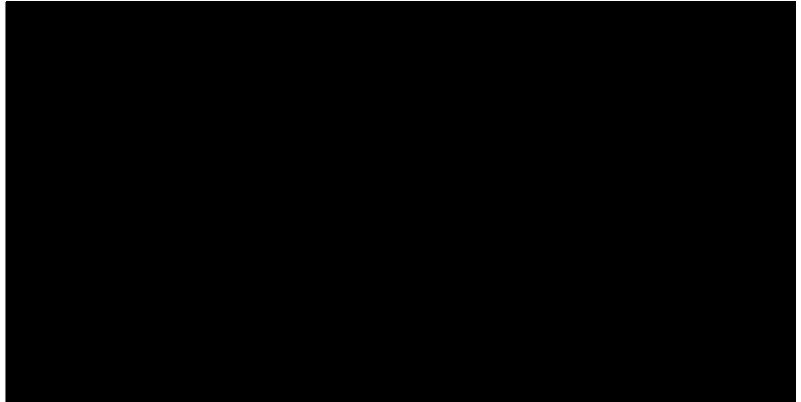
A-4

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

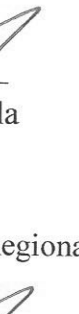
ISSUER

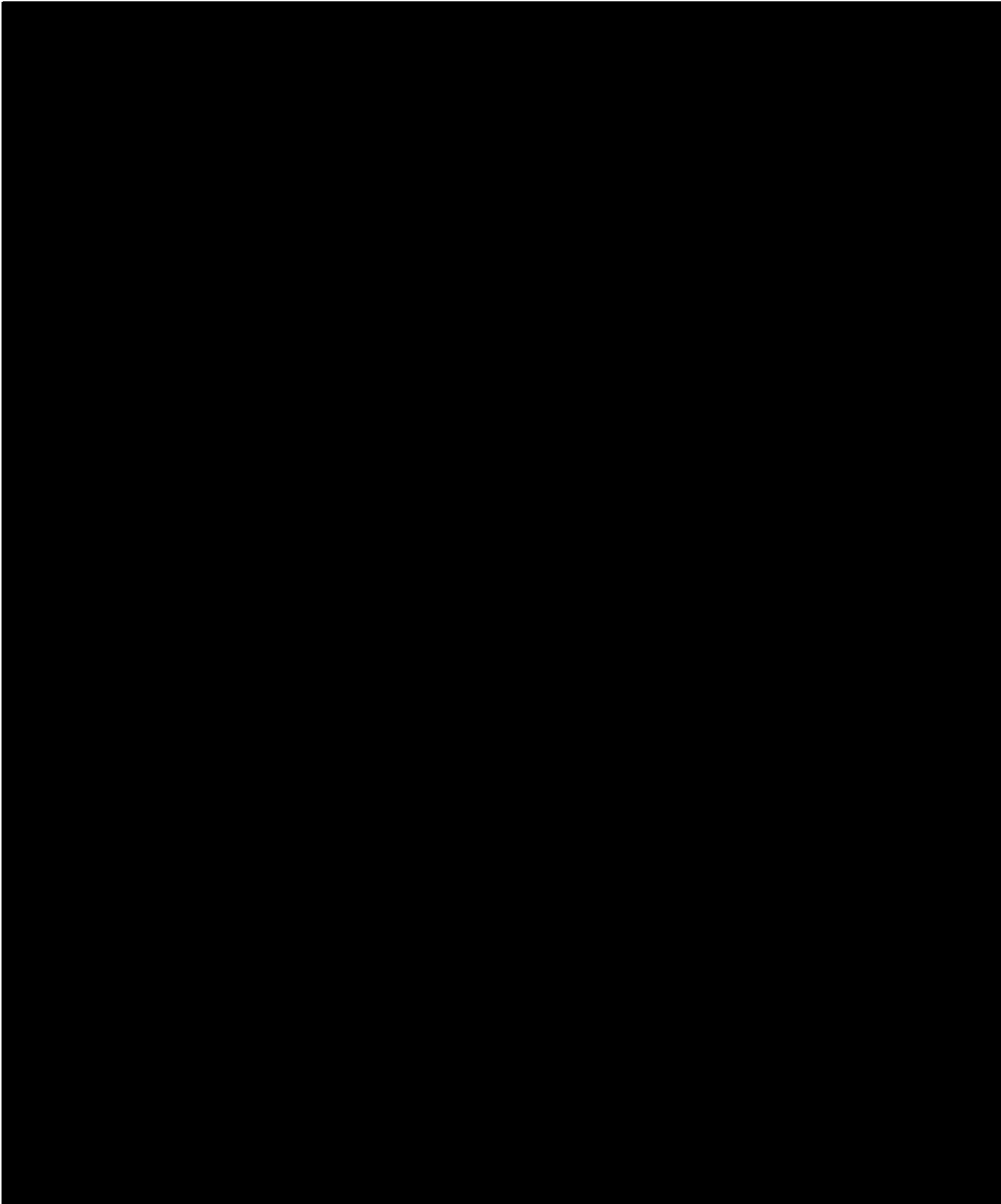
Las Vegas Development Fund, LLC

By: 
Robert W. Dziubla
Its Manager

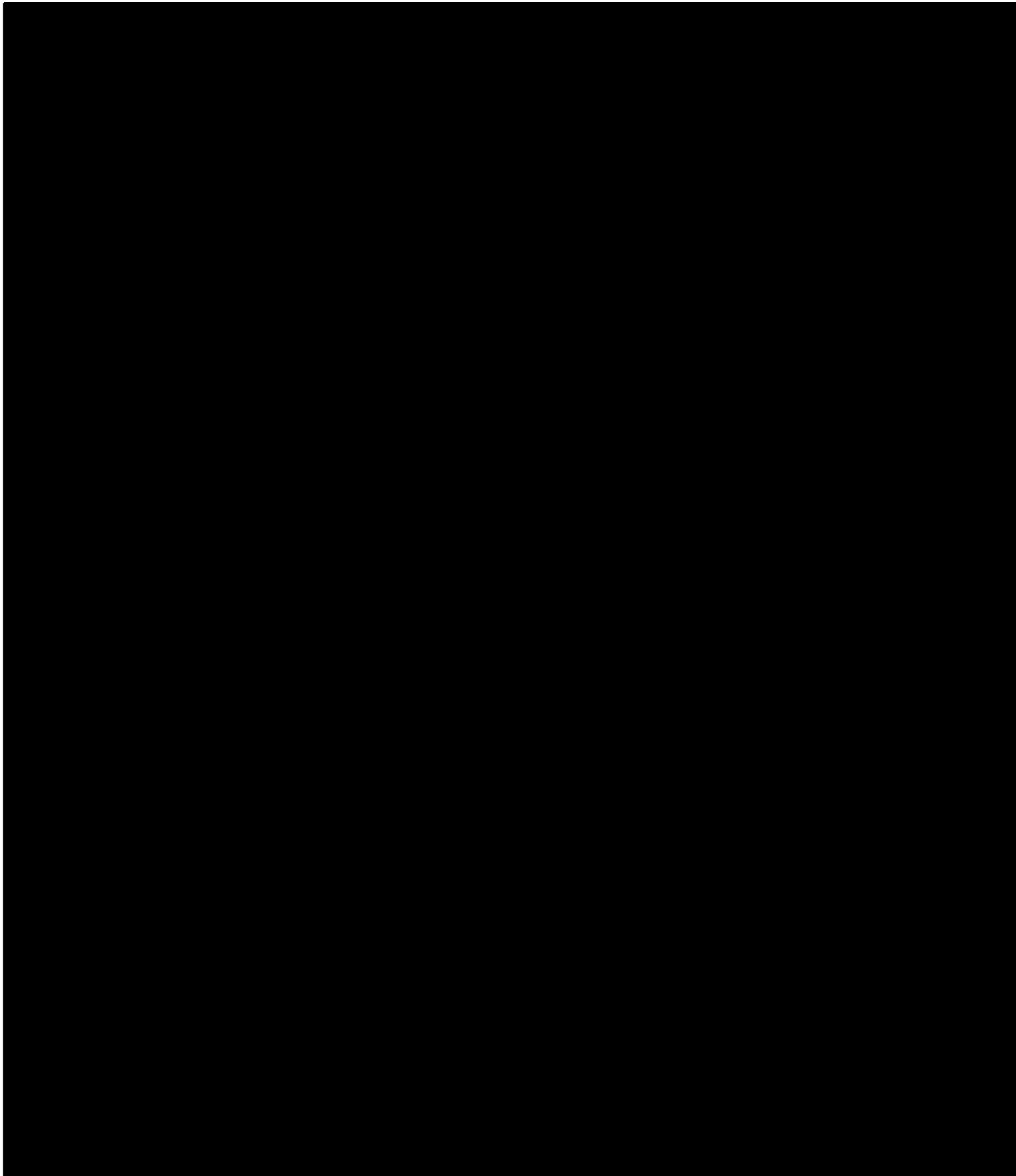


EB5 Impact Capital Regional Center LLC

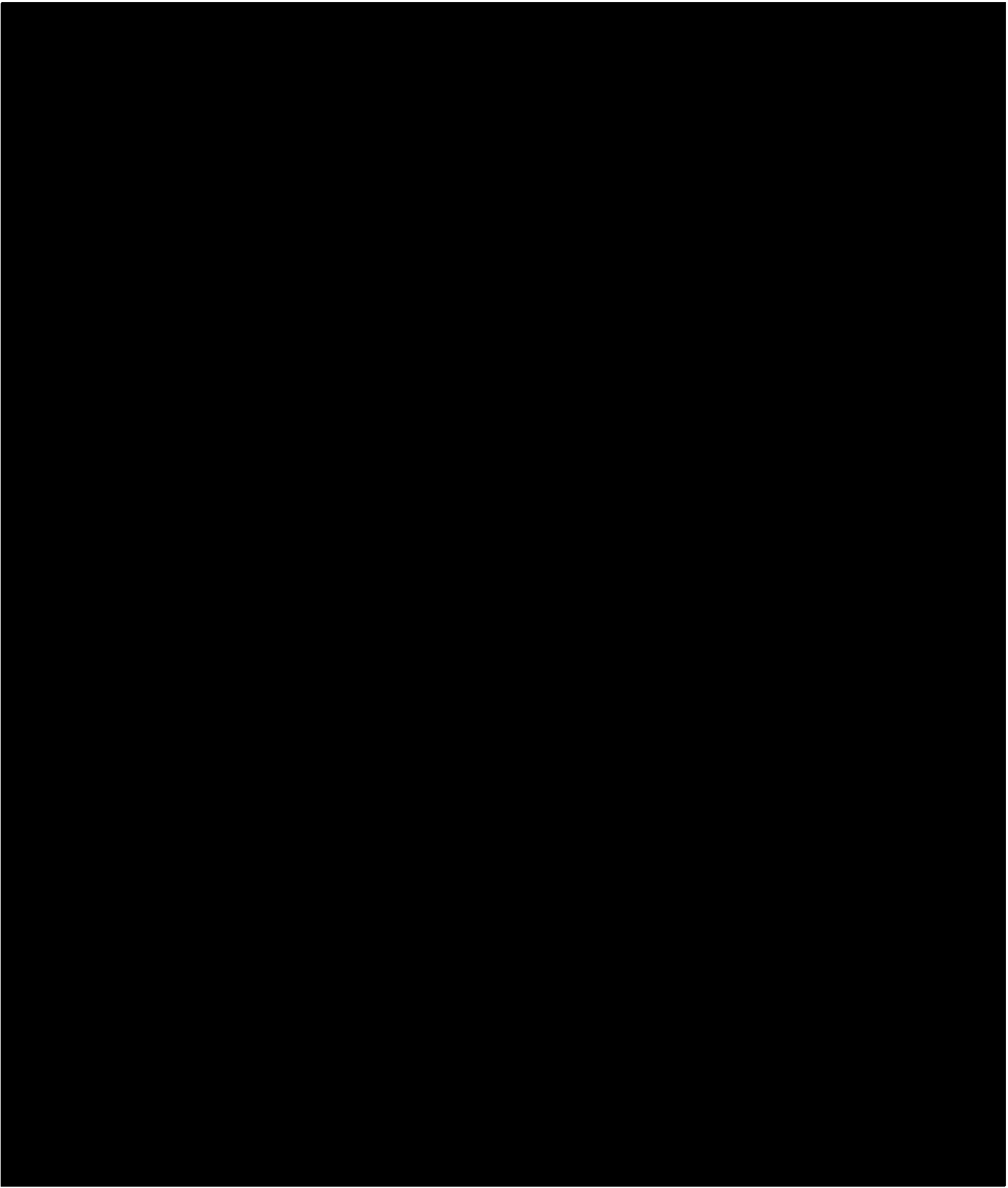
By: 
Robert W. Dziubla
Managing Member



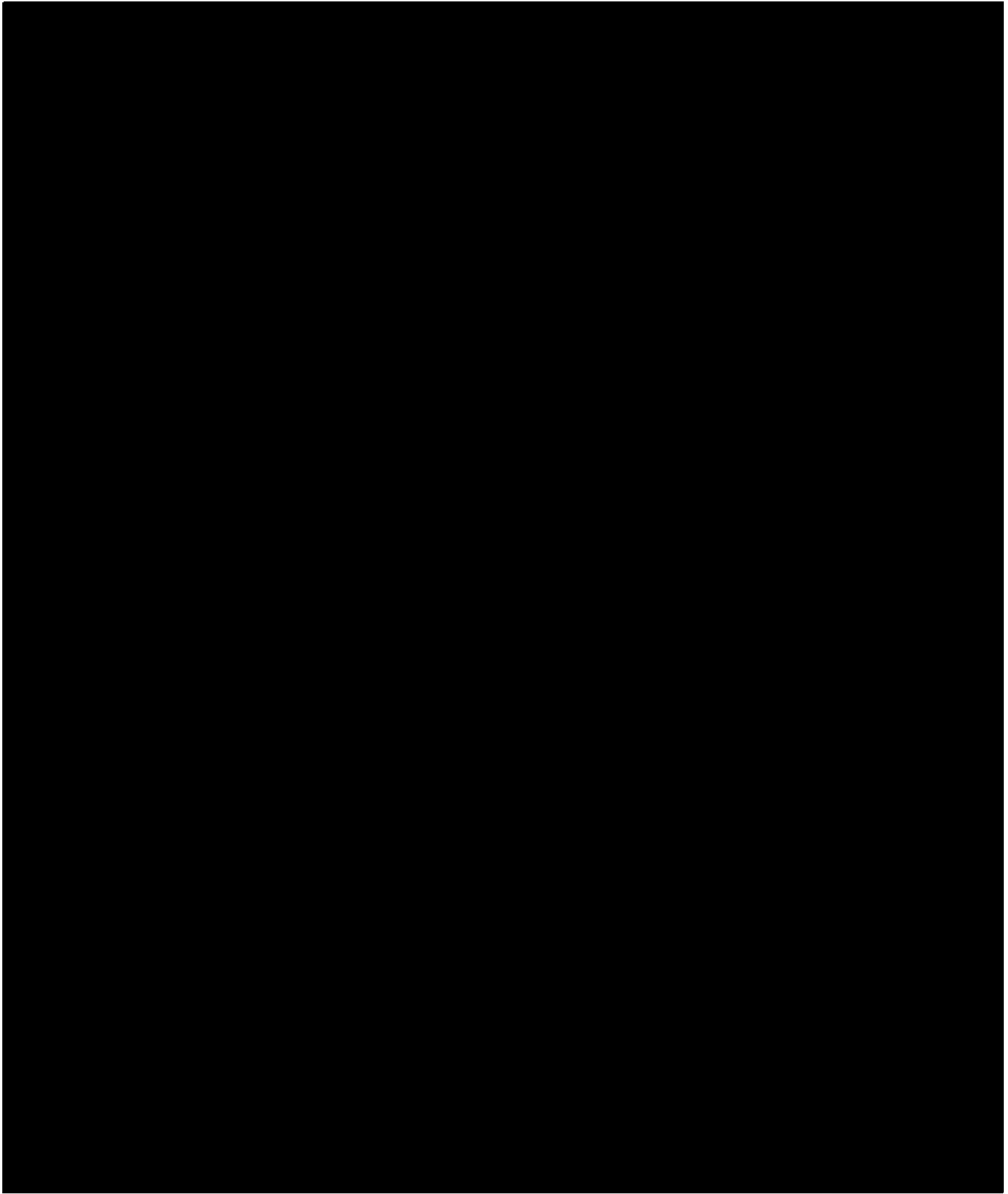
PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT



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

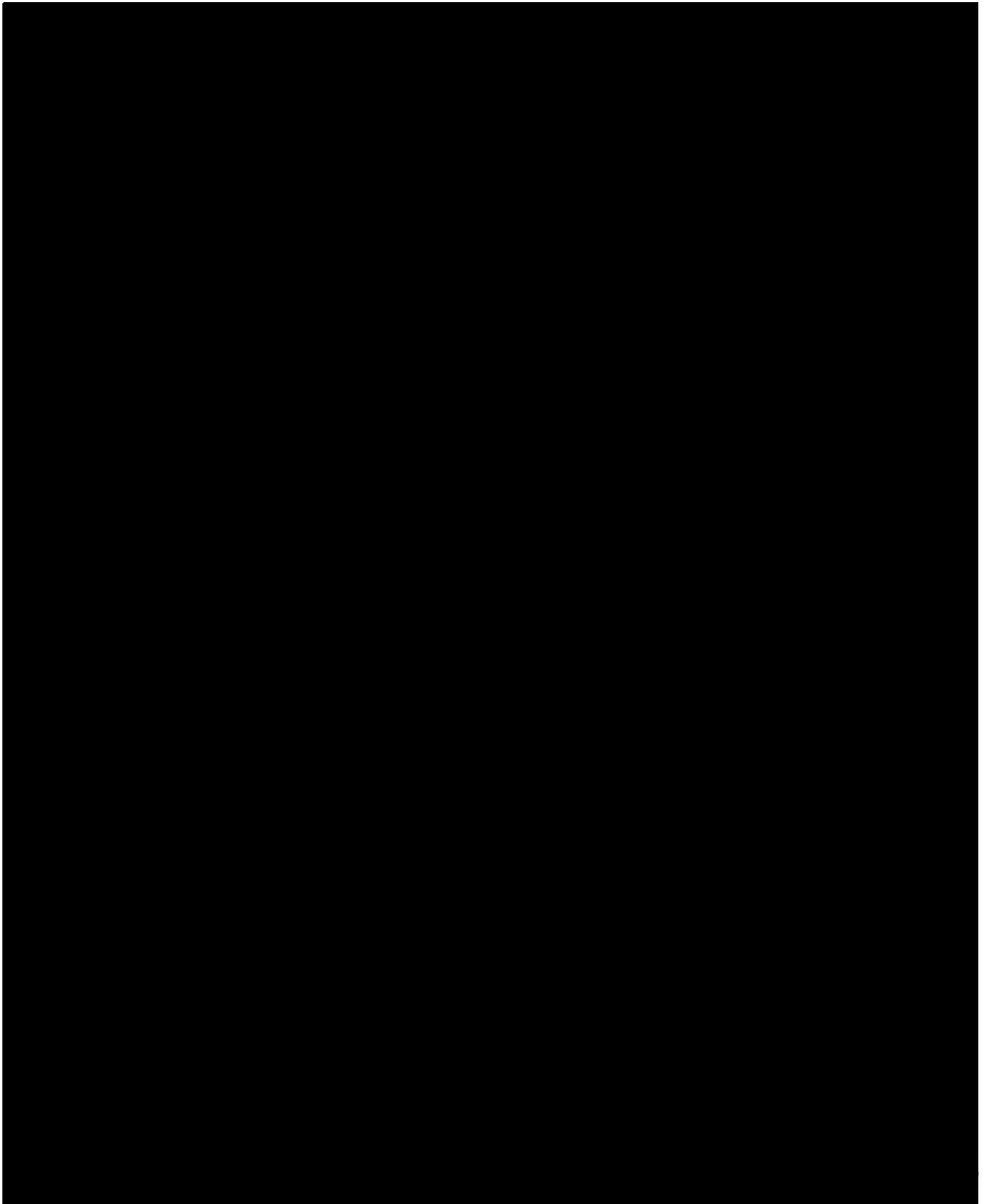


PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT



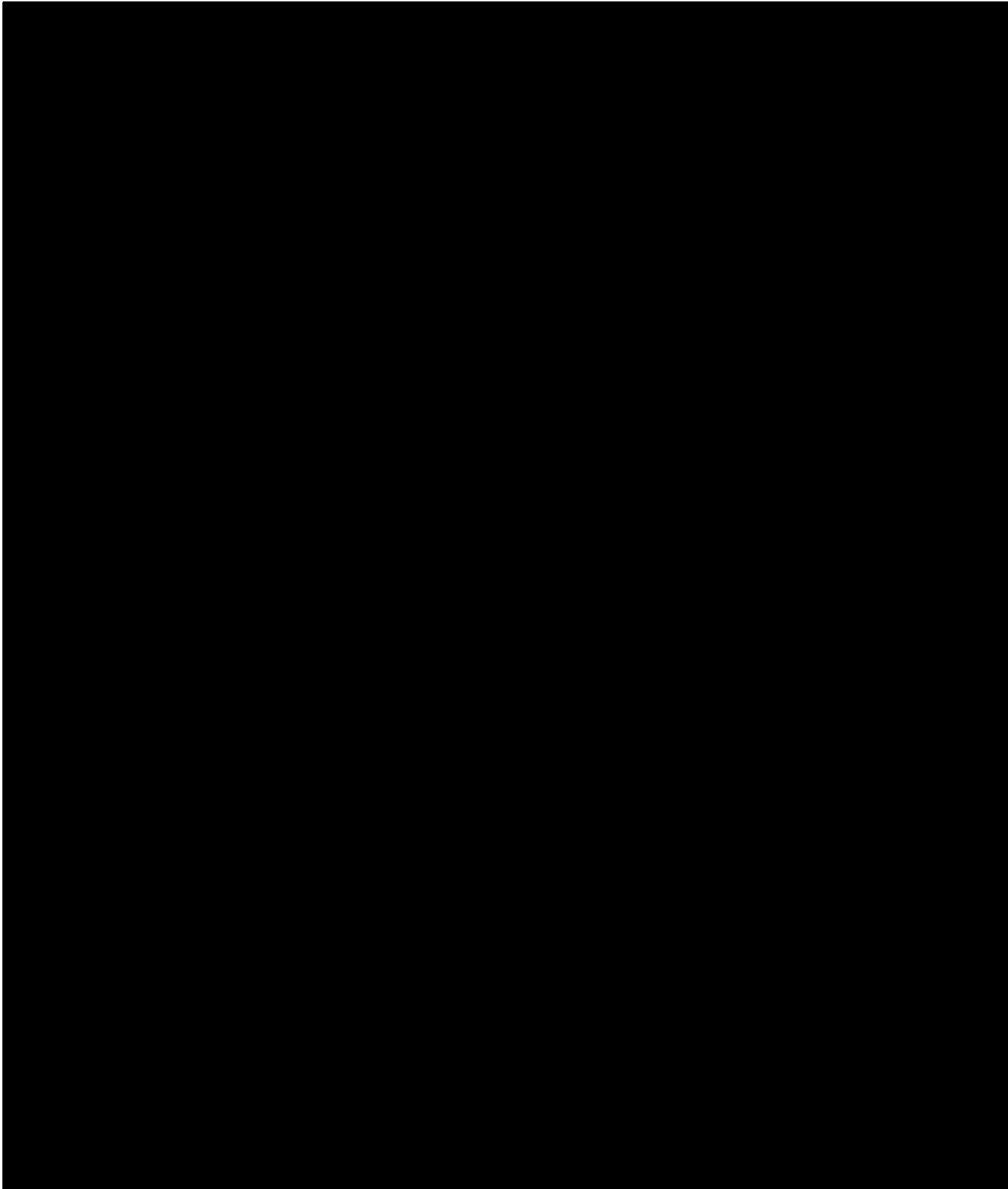
B-4

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



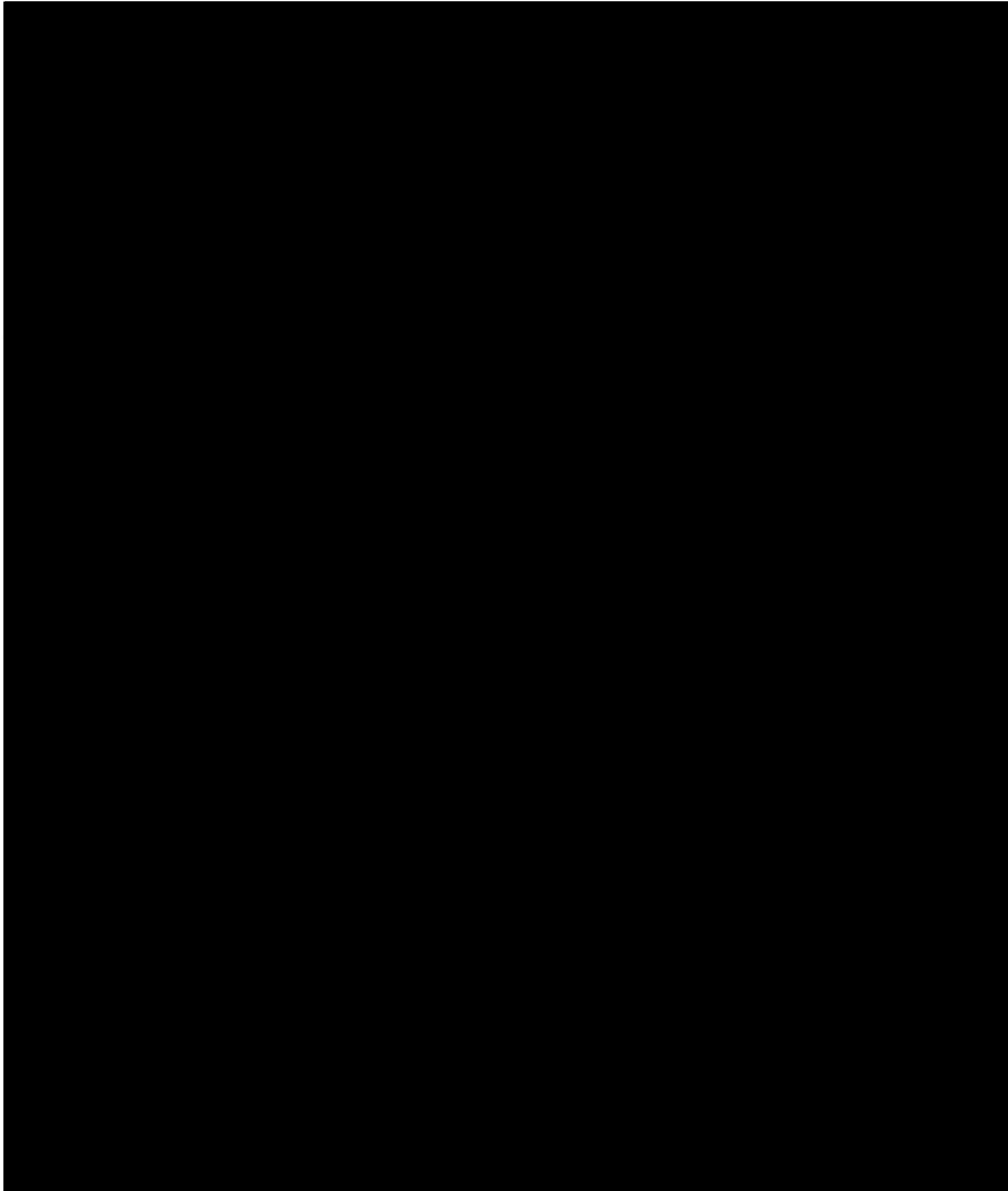
B-5

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



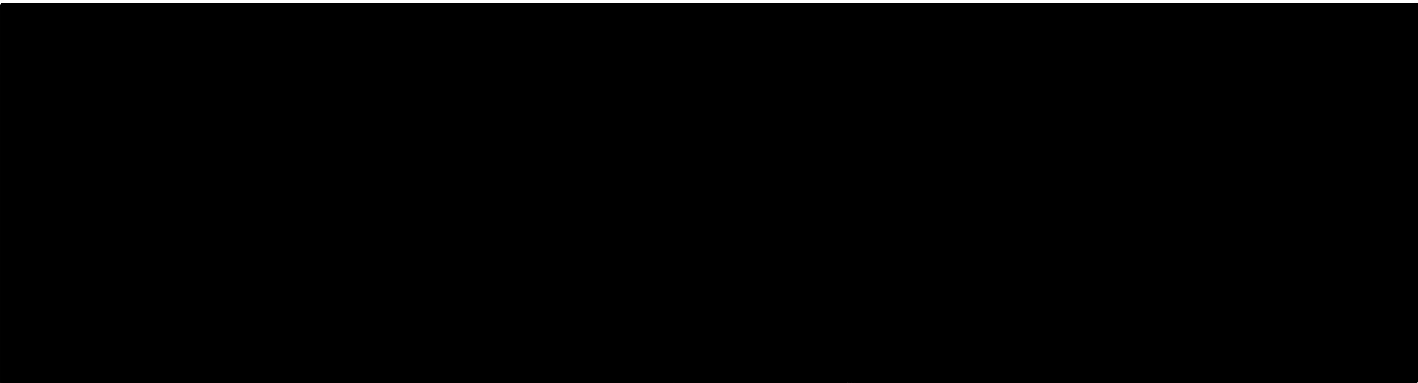
B-6

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

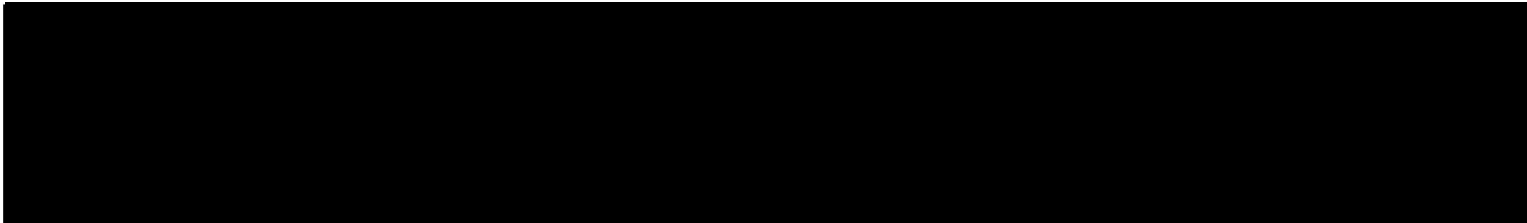


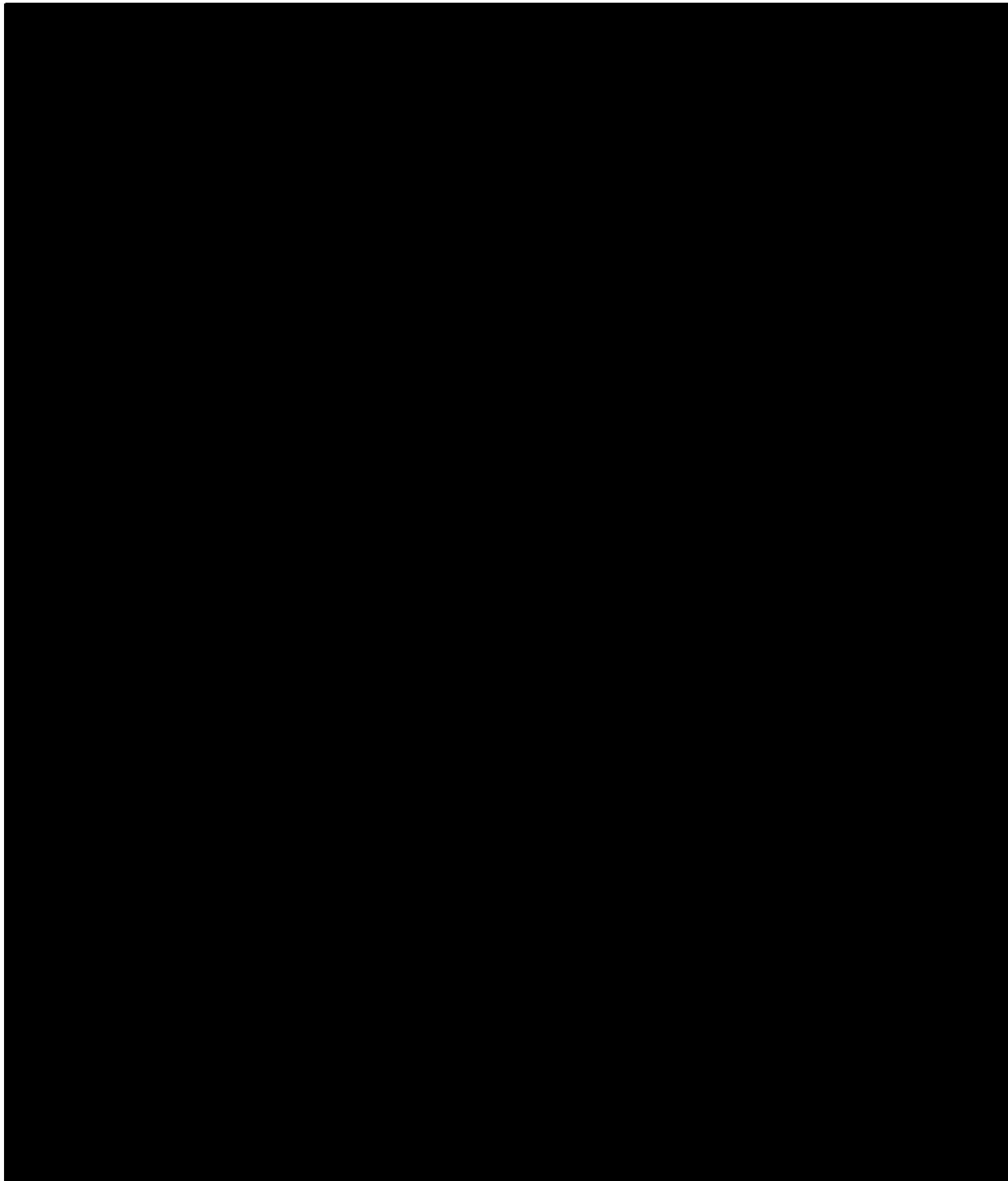
B-7

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



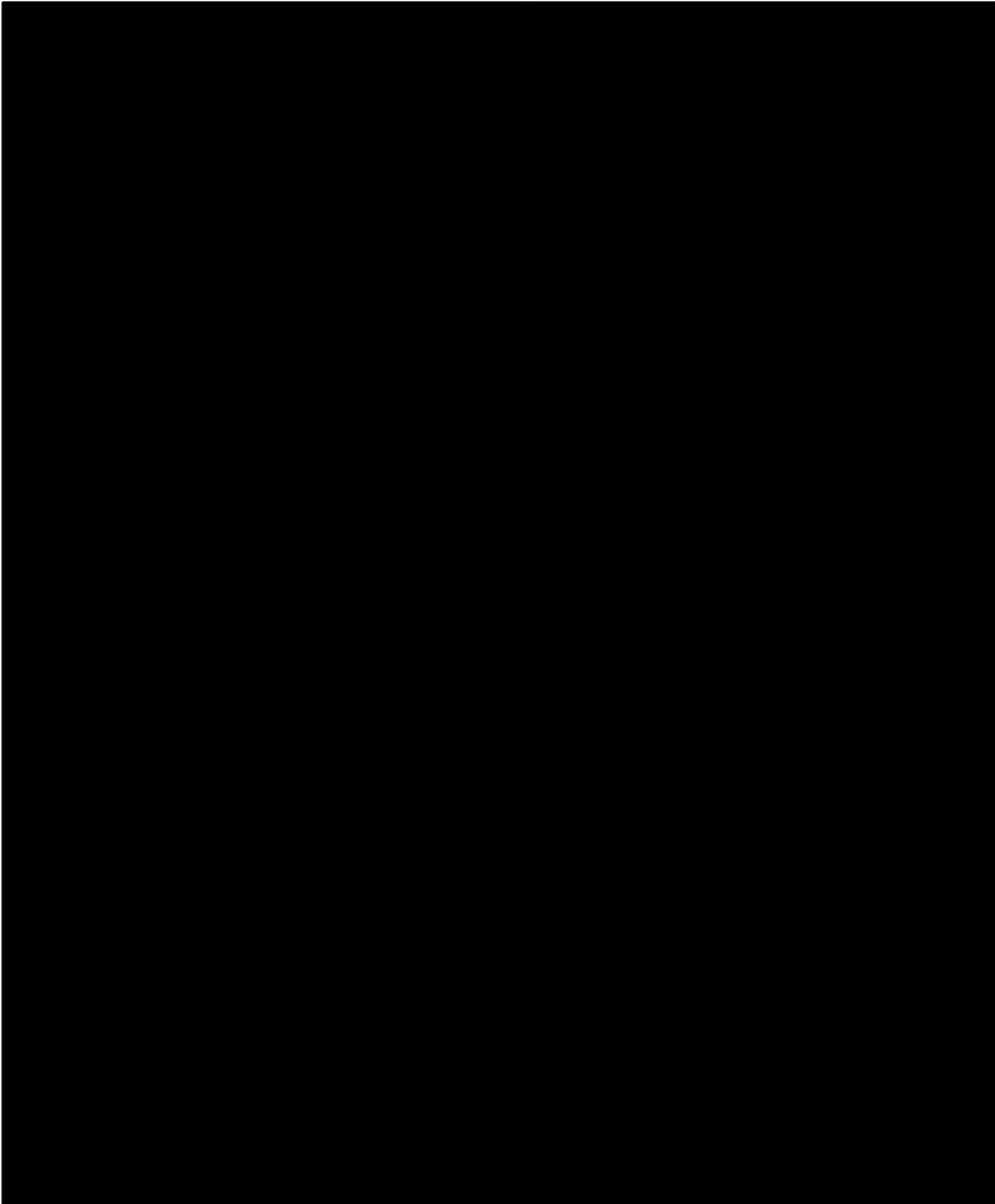
12. Confidentiality. From time to time during the Term of this Agreement, either party (as the “Disclosing Party”) may disclose or make available to the other party (as the “Receiving Party”) information about its business affairs, confidential intellectual property, trade secrets, third-party confidential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





B-9

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



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

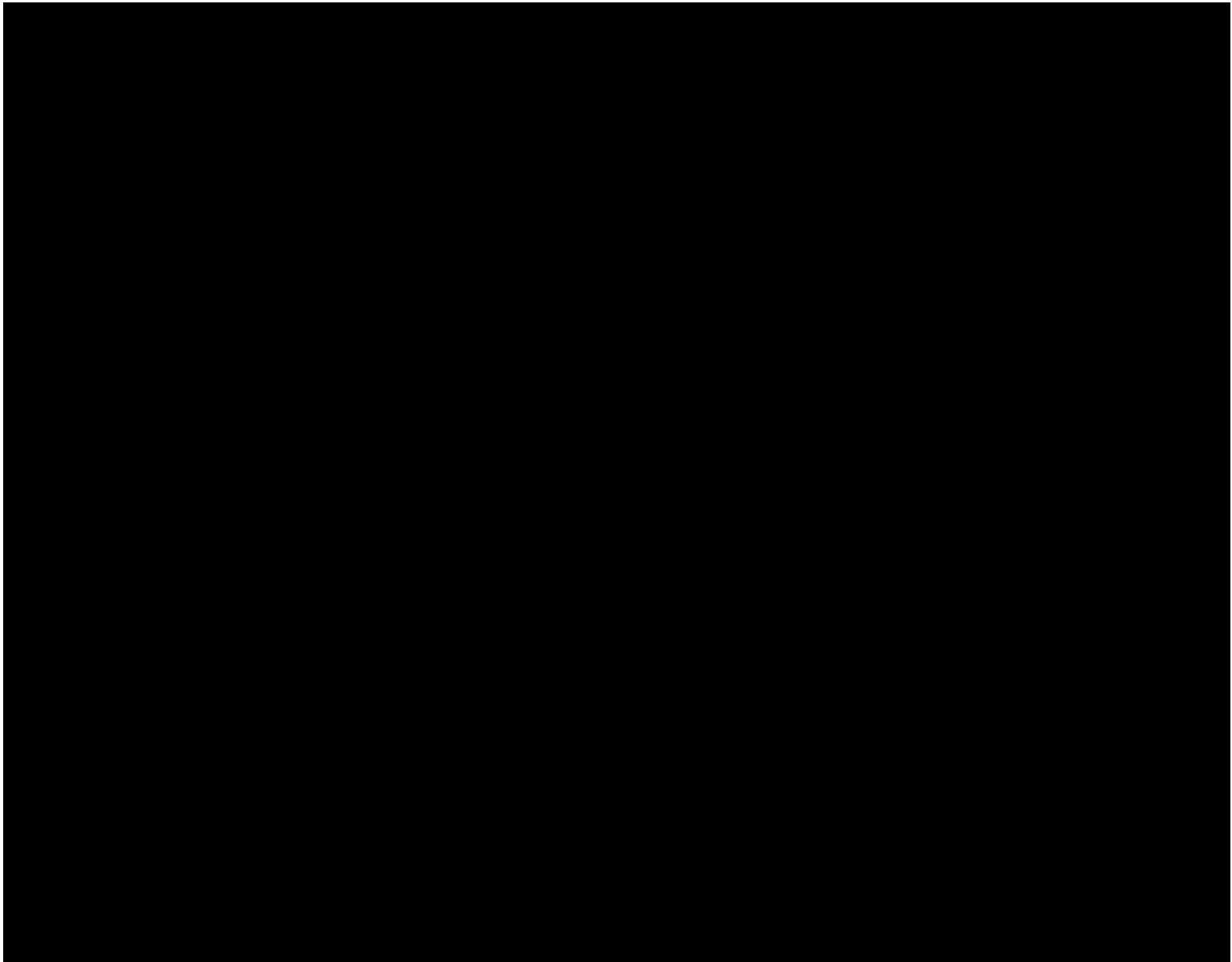
Exhibit 2

IMMIGRATION CONSULTANT FEE AGREEMENT

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

Contact Persons: Robert Dziubla, President
Contact Email: rdziubla@EB5impactcapital.com

Jon Fleming, Senior Vice President
Contact Email: jfleming@EB5impactcapital.com



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

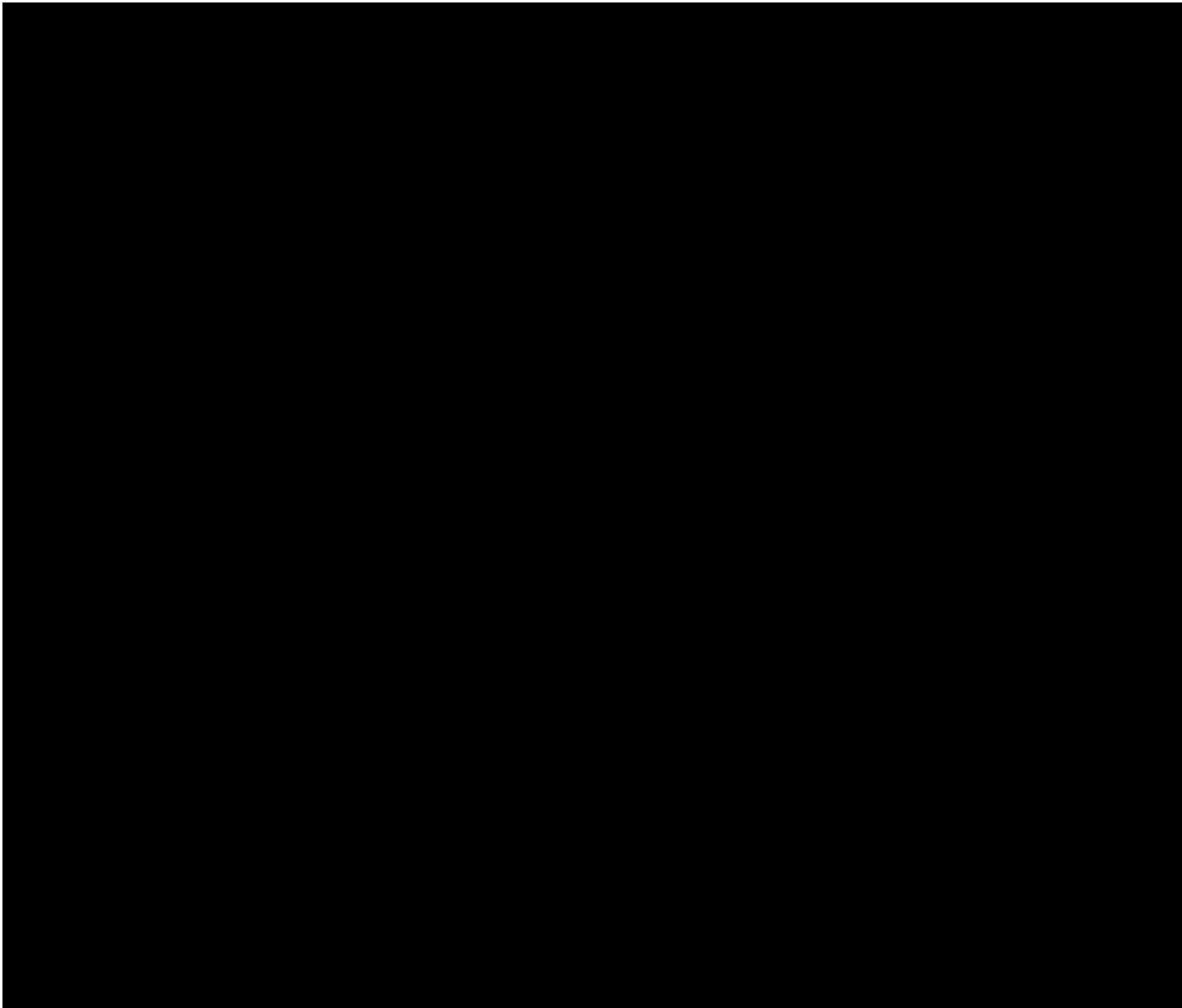
[REDACTED]

[REDACTED]

[REDACTED]

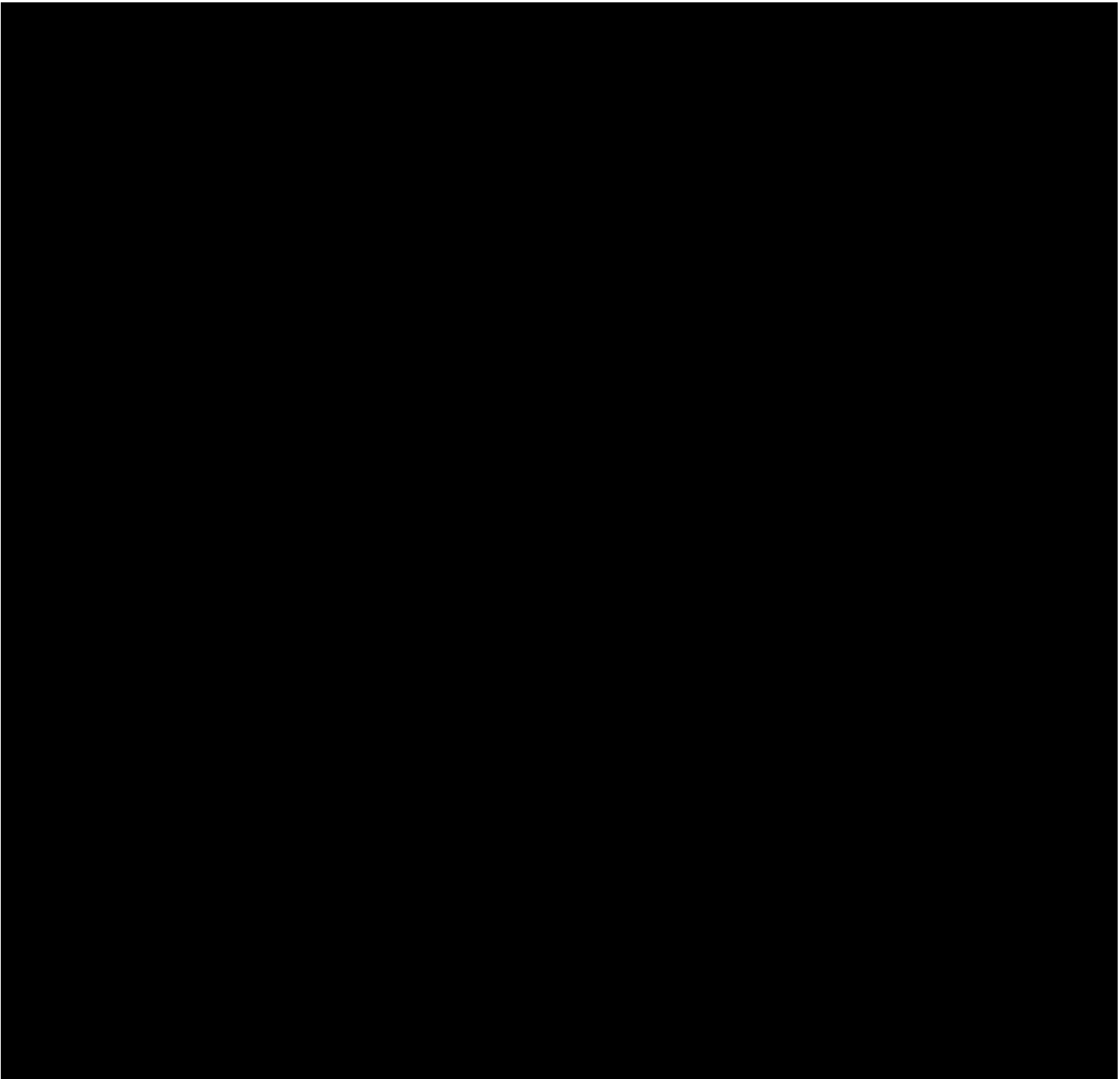
[REDACTED]

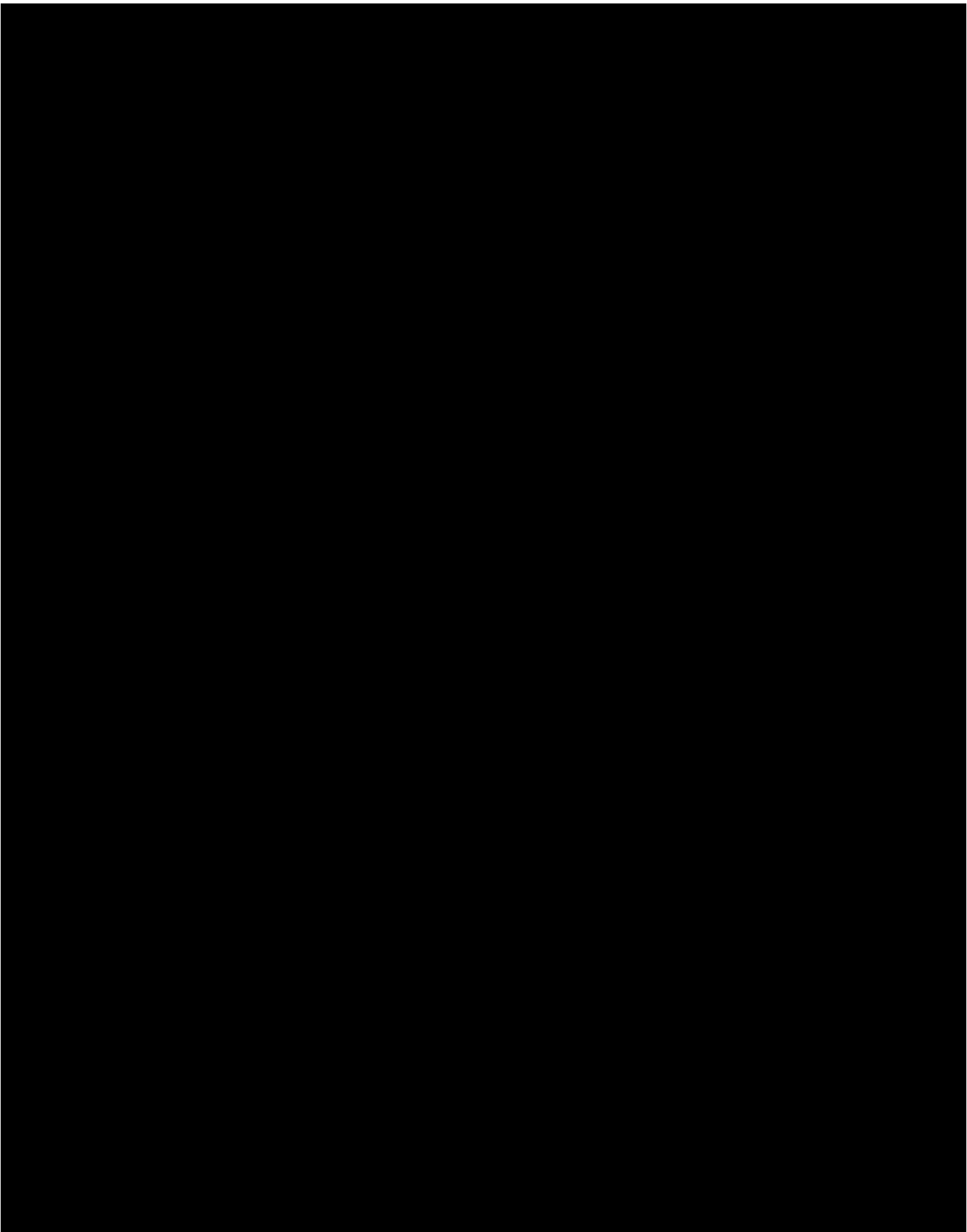
[REDACTED]

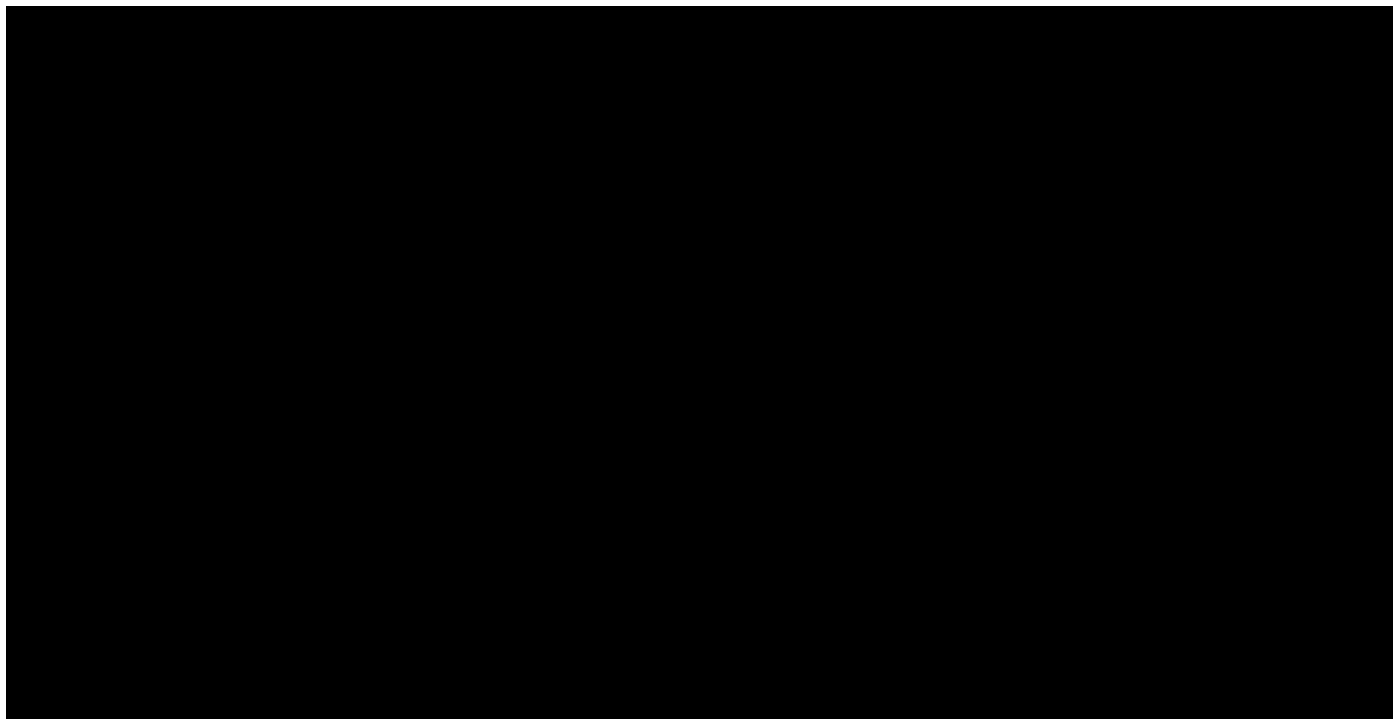


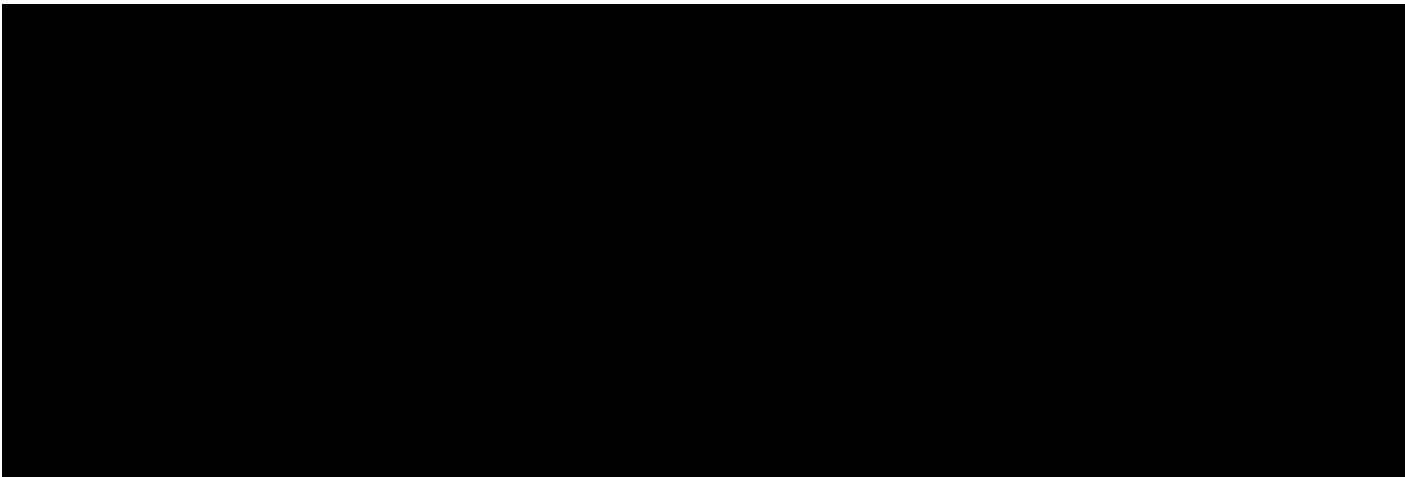
10. **Confidential Information.** Consultant acknowledges that performance under this Agreement may give it access to information owned or controlled by Sponsor or its respective members, managers, partners, officers, employees, successors and assigns (collectively, the “Affiliates”), the disclosure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

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









SPONSOR:

LAS VEGAS DEVELOPMENT FUND LLC

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

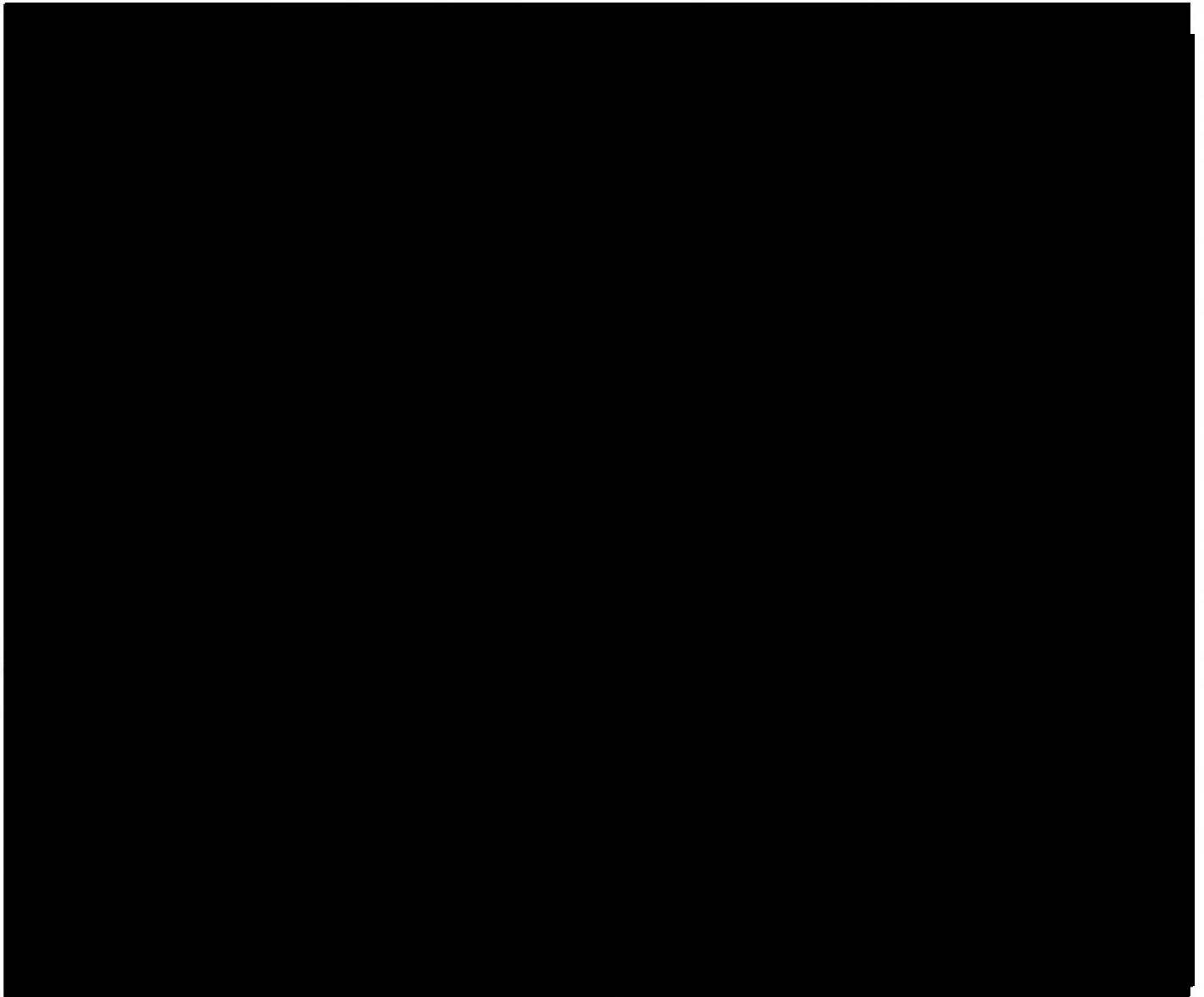
By: _____
Robert W. Dziubla
President and CEO

Exhibit 3

LAS VEGAS DEVELOPMENT FUND LLC
CLASS B MEMBERSHIP UNIT
SUBSCRIPTION AGREEMENT

(Offering to Non-U.S. Subscribers)

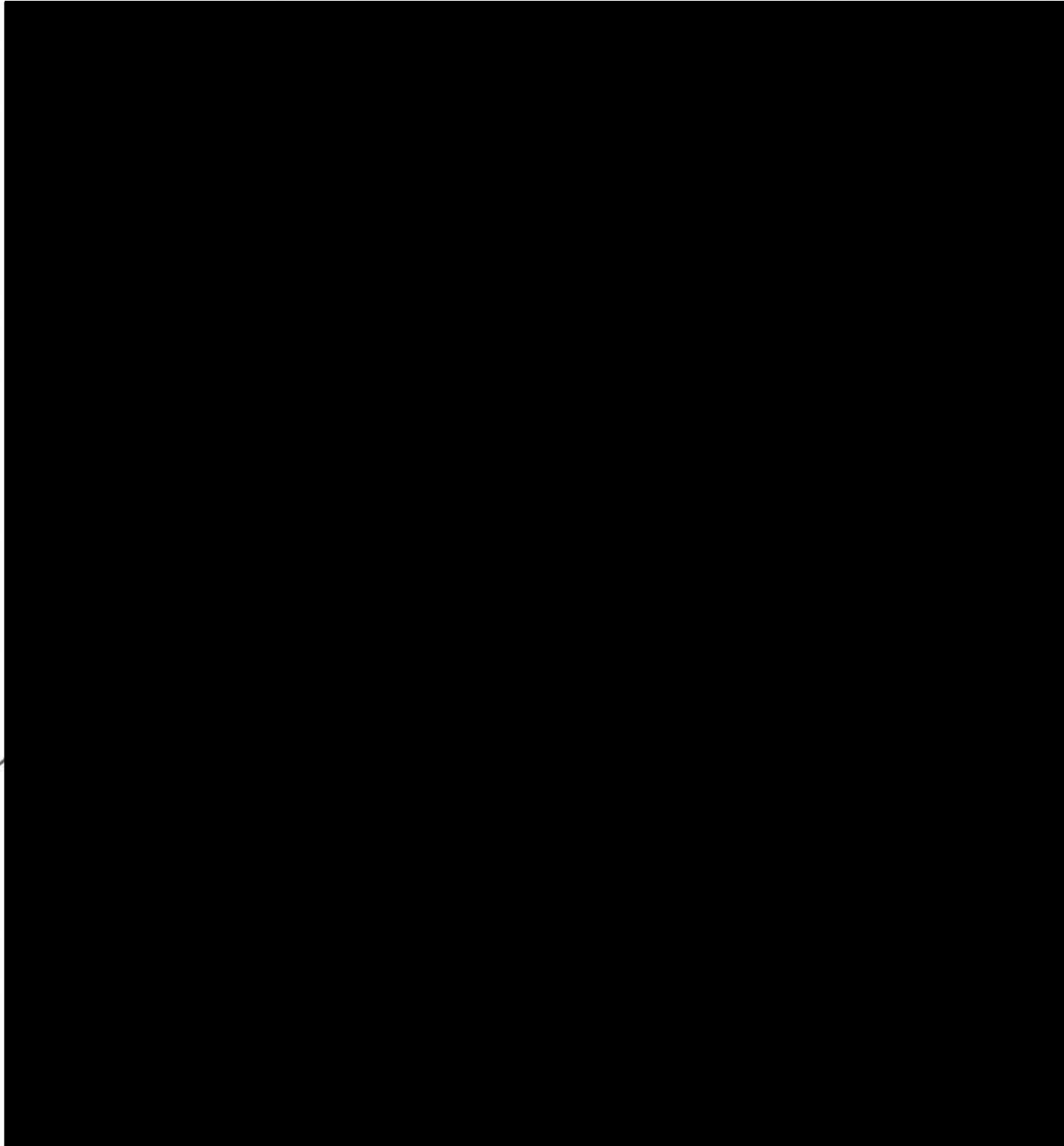
Dated as of July 1, 2016



1

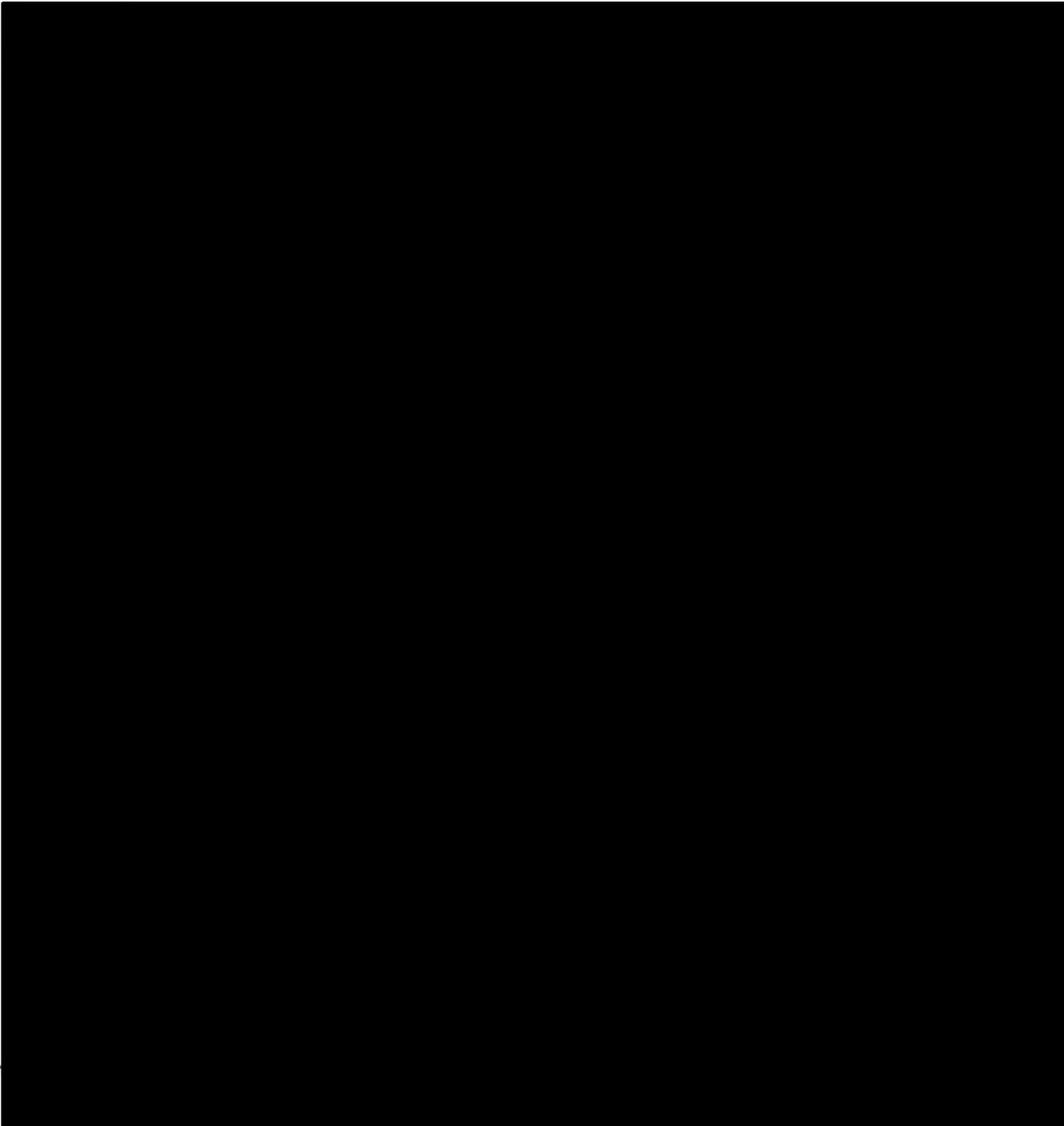
Dated as of July 1, 2016

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



P. W.

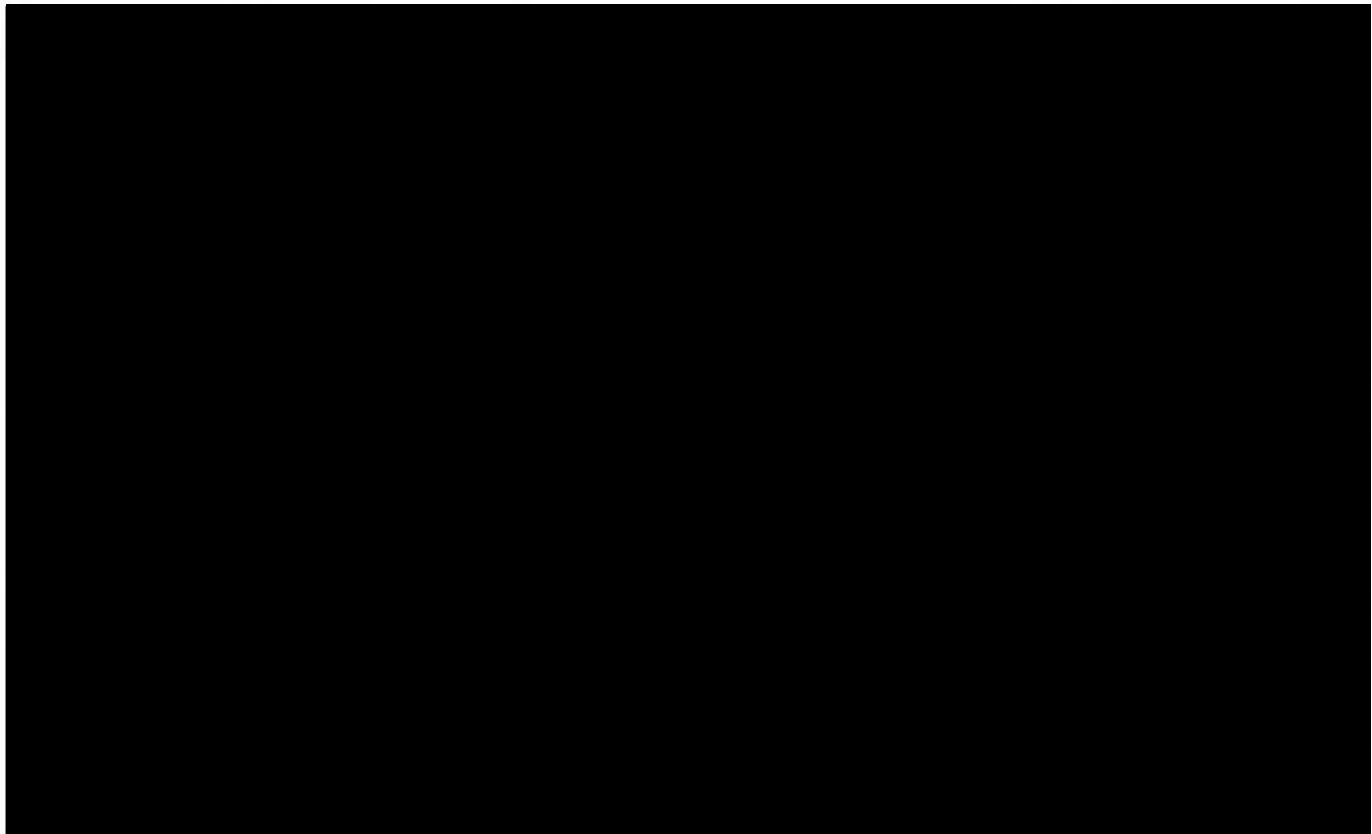
p.m



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

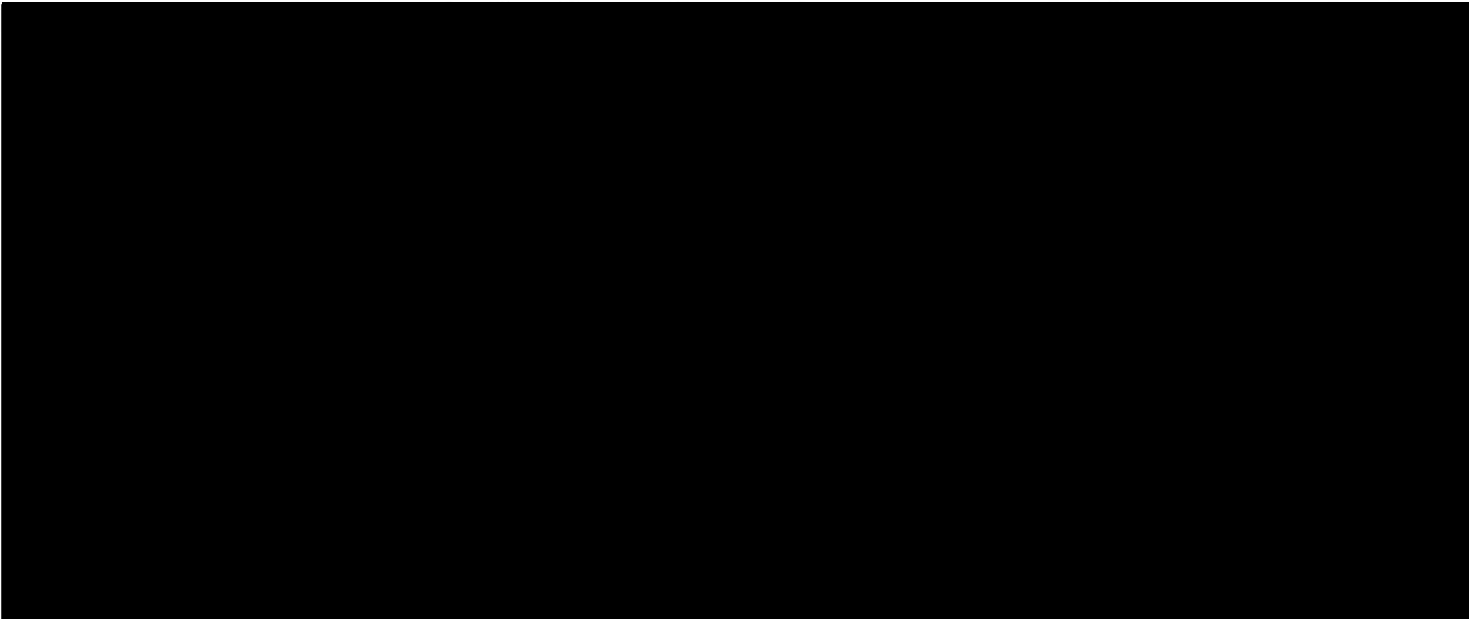
[REDACTED]
[REDACTED]

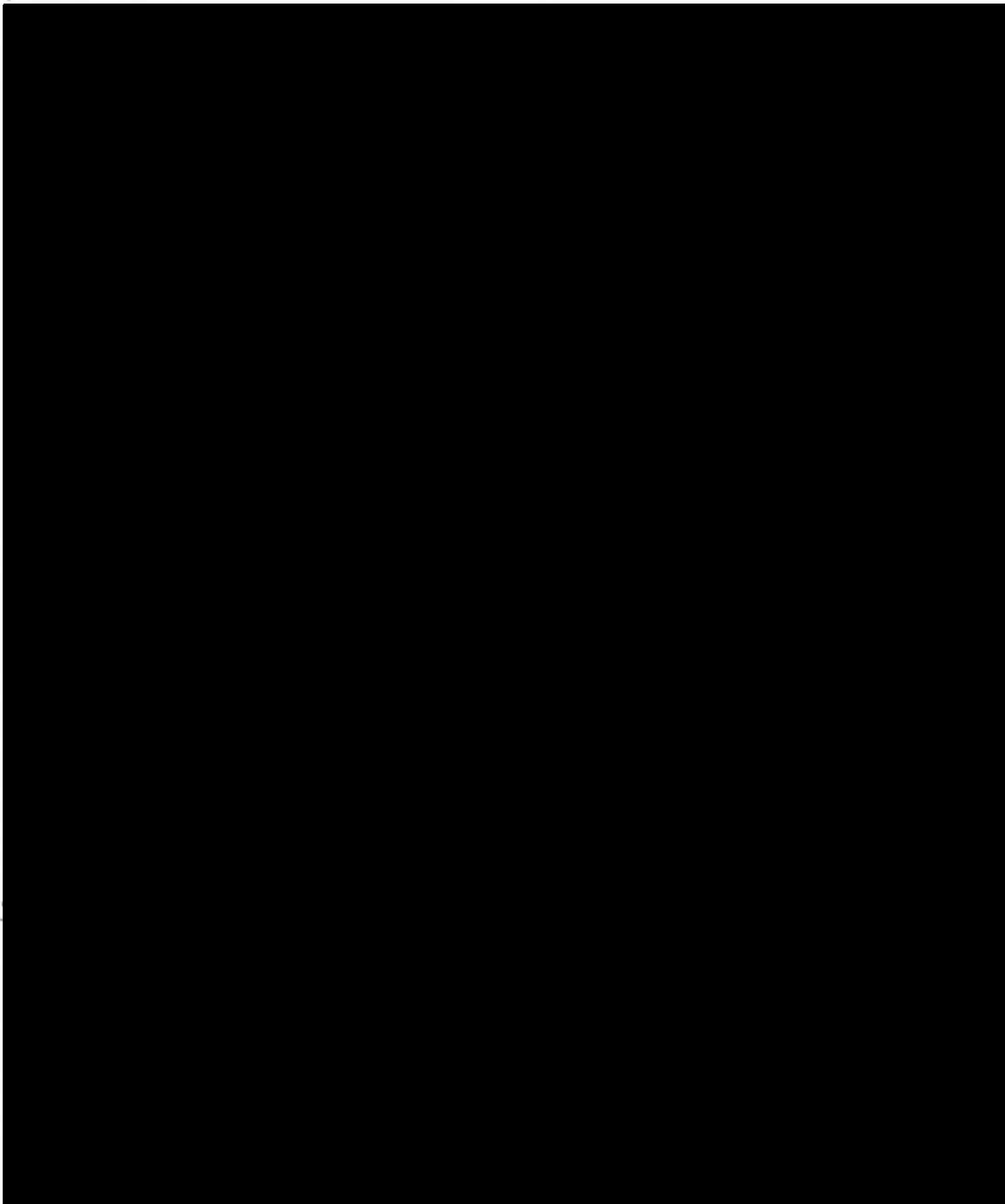
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



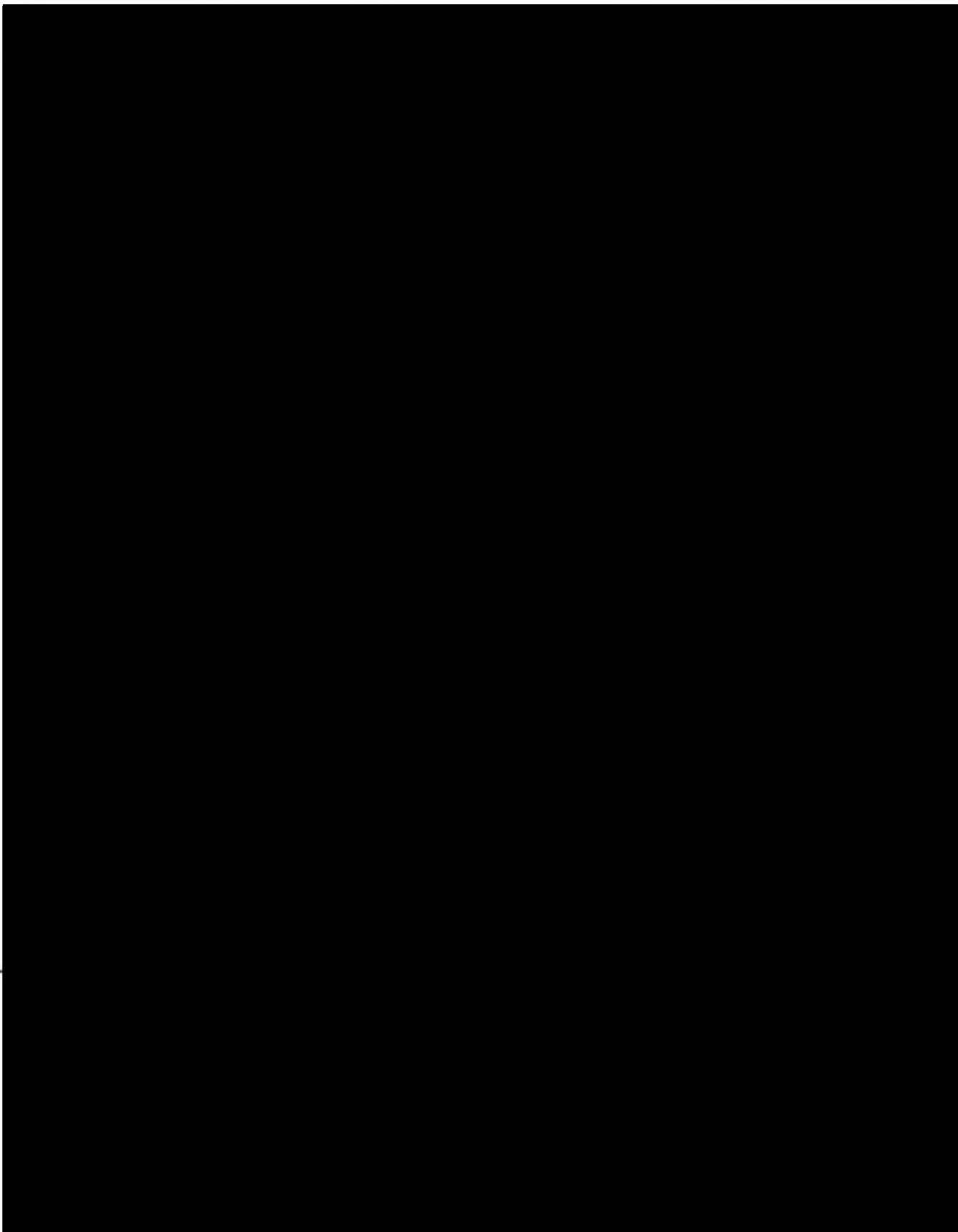
(g) I understand that the Unit is being sold by the Issuer and not by the Borrower, Front Sight Management LLC, or the Manager of the Facilities being developed, LaTour Resorts and Hotels or any of their respective members, managers or affiliates. [REDACTED]

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

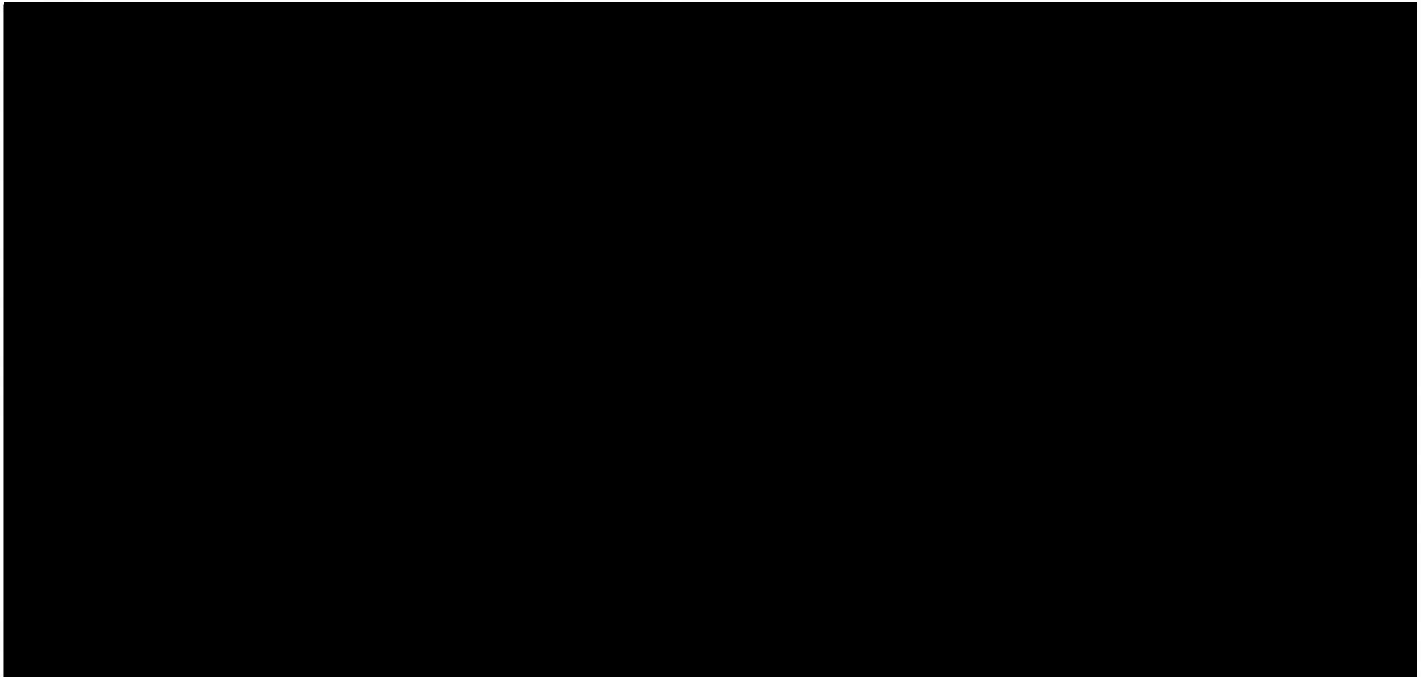




P.



fu



ACCEPTED ON July 5, 2016

LAS VEGAS DEVELOPMENT FUND LLC
a Nevada limited liability company

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

By: 
Jon Fleming, Manager

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCPC 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):

DEFENDANTS’ MOTION FOR PROTECTIVE ORDER REGARDING DISCOVERY OF CERTAIN INFORMATION REGARDING BUSINESS CONSULTANTS AND INDIVIDUAL INVESTORS

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).

Dated: April 13, 2020

s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

Reception

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

Notification of Service

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



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

Filing Details

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

	<p>Kathryn Holbert (kholbert@farmercase.com)</p> <p>Andrea Champion (achampion@baileykennedy.com)</p> <p>Keith Greer (keith.greer@greerlaw.biz)</p> <p>Dianne Lyman (dianne.lyman@greerlaw.biz)</p> <p>Mona Gantos (mona.gantos@greerlaw.biz)</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Document Details	
------------------	--

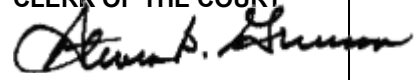
Served Document	Download Document
------------------------	-----------------------------------

This link is active for 30 days.	
----------------------------------	--

EXHIBIT “3”

EXHIBIT “3”

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



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

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

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

17 DISTRICT COURT

18 CLARK COUNTY, NEVADA

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

20 Plaintiff,

21 vs.

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

24 Defendants.

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

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

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

25
26
27 AND ALL RELATED COUNTERCLAIMS.
28

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

1 **I. INTRODUCTION**

2 Front Sight's¹ Opposition is premised on multiple incorrect assumptions. While the EB5²
 3 Parties have sufficiently demonstrated in their Motion³ that information related to the EB-5
 4 investors and foreign consultants constitutes trade secrets pursuant to NRS 600A.030, Front Sight's
 5 Opposition⁴ is largely premised on its incorrect assertion that the information cannot be deemed
 6 trade secrets "because the information has already been disclosed to USCIS." Not so. *The EB5*
 7 *Parties have never disclosed the investors and consultants to USCIS*⁵ (nor are they required to).

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

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

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

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

23 ¹ "Front Sight" refers to Plaintiff and Counter Defendant Front Sight Management, LLC.

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

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

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

28 ⁵ "USCIS" refers to United States Citizenship and Immigration Services.

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

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

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

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

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

27 ///

28 ///

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

4 II. LEGAL ARGUMENT

5 A. The EB5 Parties' Motion Is Timely.

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

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

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

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

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

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

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

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

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

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

24 ///

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

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

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

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

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

25 ///

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

///

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

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

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

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

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

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

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

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

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

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

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

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

12 **III. CONCLUSION**

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

19 DATED this 4th day of May, 2020.

20 BAILEY ❖ KENNEDY

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

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

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

Email: jaldrich@johnaldrichlawfirm.com
Attorneys for Plaintiff
FRONT SIGHT MANAGEMENT LLC

/s/ Josephine Baltazar
Employee of BAILEY ❖ KENNEDY

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

EXHIBIT 1

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

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

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

Attorneys for Defendants

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

Case No. A-18-781084-B

Dept. No. XVI

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

27
28 AND ALL RELATED COUNTERCLAIMS.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 11. I have no knowledge of any of LVD Fund’s foreign placement consultants ever
2 attending an EB-5 industry conference or trade show after we engaged them.
- 3 12. Nor do I have any knowledge of any of LVD Fund’s foreign placement consultants
4 ever publicly touting their involvement in the Front Sight Project.
- 5 13. To the best of my knowledge, LVD Fund’s foreign placement consultants conducted
6 *internal* road shows and/or presentations to their handpicked clients who had shown a potential
7 interest in the Front Sight Project.
- 8 14. On May 1, 2020, I was made aware, for the first time, that the EB5 Parties’ February
9 26, 2020 privilege log inadvertently omitted reference to the “Investor Files,” Bates Nos. A-015270-
10 018192.
- 11 15. Likewise, on May 1, 2020, I was made aware, for the first time, that LVD Fund’s
12 Third Supplemental Response to Front Sight’s Third Set of Requests for Production of Documents
13 referenced the Investor Files by bates number in response to a number of requests for production of
14 documents.
- 15 16. I understand that those citations were provided to reference Front Sight back to the
16 EB5 Parties’ privilege log.
- 17 17. I did not review LVD Fund’s Third Supplemental Response to Front Sight’s Third
18 Set of Requests for Production of Documents before it was served.
- 19 18. LVD Fund has never waived its privilege objection as to the Investor Files and LVD
20 Fund maintains that they constitute proprietary trade secret information.

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

22 Dated this 4th day of May, 2020.

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

EXHIBIT 2

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

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

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

Attorneys for Defendants

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

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

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

27
28 AND ALL RELATED COUNTERCLAIMS.

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

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

3 2. I am counsel for the EB5 Parties¹ in the above-captioned action.

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

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

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

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

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

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

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

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

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

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

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

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

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

10 Dated this 4th day of May, 2020.

11
12 /s/ C. Keith Greer
13 C. KEITH GREER
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 3

RRFP

ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

tcase@farmercaser.com

KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

kholbert@farmercaser.com

FARMER CASE & FEDOR

2190 E. Pebble Rd., Suite #205

Las Vegas, NV 89123

Telephone: (702) 579-3900

Facsimile: (702) 739-3001

C. Keith Greer, ESQ.

Admitted *pro hac vice*

keith.greer@greerlaw.biz

GREER AND ASSOCIATES, A PC

17150 Via Del Campo, Suite 100

San Diego, CA 92127

Telephone: (858) 613-6677

Facsimile: (858) 613-6680

Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

vs.

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

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

) DEPT NO.: 16

)

) **DEFENDANT, DEFENDANT LAS VEGAS**

) **DEVELOPMENT FUND, LLC'S**

) **RESPONSES TO PLAINTIFF'S THIRD**

) **SET OF REQUESTS FOR PRODUCTION**

) **OF DOCUMENTS**

)

)

)

)

)

)

)

)

)

)

)

)

)

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

5 Defendants.)

6 LAS VEGAS DEVELOPMENT FUND LLC,)

7 Counterclaimant,)

8 vs.)

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

22 Counterdefendants.)

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

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

25 **SET NO: THREE**

26 **GENERAL OBJECTIONS**

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

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

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

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

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

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

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

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

1 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
2 documents containing confidential or proprietary information or trade secrets.

3
4 7. Responding Party objects to the requests to the extent that they would require
5 Responding Party to produce documents or information covered by confidentiality agreements with
6 others, or that would require Responding Party to violate the privacy interests of others.

7 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

8 **REQUEST NO. 113:**

9 Please provide copies of all documents which support or relate to the truthfulness of the
10 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of
11 experience in the real estate and real estate financing market, and I personally have been involved in
12 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,
13 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015
14 Email from Robert Dziubla to Mike Meacher, p. 0004.

15 **RESPONSE TO REQUEST NO. 113:**

16 Responding party objects to this Document Request because; individually, and in aggregate
17 with the other requests made herein and previously propounded, this request fails to meet the
18 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
19 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
20 contained herein and previously propounded; it seeks documents that are already in requesting party’s
21 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
22 client privilege and/or attorney work product doctrine; it calls for the production of documents that
23 are not relevant to this issues presented; and it purports to require responding party to disclose
24 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
25 is privileged or protected by rights of privacy regarding financial information and tax records of
26 responding party and/or third parties.

27 ///
28

1 **REQUEST NO. 137:**

2 Please provide copies of all documents which show or relate to each and every financial
3 transaction and/or transfer of money or property made to you by any other Defendant from 2012 to
4 the present.

5 **RESPONSE TO REQUEST NO. 137:**

6 Responding party objects to this Document Request because; individually, and in aggregate
7 with the other requests made herein and previously propounded, this request fails to meet the
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
10 contained herein and previously propounded; it seeks documents that are already in requesting party's
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that
13 are not relevant to this issues presented; and it purports to require responding party to disclose
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
15 is privileged or protected by rights of privacy regarding financial information and tax records of
16 responding party and/or third parties.

17 **REQUEST NO. 138:**

18 Please provide copies of all documents which support, refute, or in any way relate to each and
19 every payment and/or transfer of money or property made to you by any foreign or immigrant investor
20 from 2012 to the present.

21 **RESPONSE TO REQUEST NO. 138:**

22 Responding party objects to this Document Request because; individually, and in aggregate
23 with the other requests made herein and previously propounded, this request fails to meet the
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
26 contained herein and previously propounded; it seeks documents that are already in requesting party's
27 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
28

1 client privilege and/or attorney work product doctrine; it calls for the production of documents that
2 are not relevant to this issues presented; and it purports to require responding party to disclose
3 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
4 is privileged or protected by rights of privacy regarding financial information and tax records of
5 responding party and/or third parties.

6
7 **REQUEST NO. 139:**

8 Please provide copies of all documents which identify or contain the details of each and every
9 EB-5 investor and/or investment transaction related to the Front Sight project, including but not
10 limited to the identity of the person or entity involved, the address of the person or entity investing,
11 the country of origin of the person or entity investing, the contact information for the agent of the EB-
12 5 investor, the date of the transaction, the amount of the investment, the source of the funds for the
13 investment, the current immigration status of the EB-5 investor, and the current status of the
14 investment.

15 **RESPONSE TO REQUEST NO. 139:**

16 Responding party objects to this Document Request because; individually, and in aggregate
17 with the other requests made herein and previously propounded, this request fails to meet the
18 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
19 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
20 contained herein and previously propounded; it seeks documents that are already in requesting party's
21 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
22 client privilege and/or attorney work product doctrine; it calls for the production of documents that
23 are not relevant to this issues presented; and it purports to require responding party to disclose
24 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
25 is privileged or protected by rights of privacy regarding financial information and tax records of
26 responding party and/or third parties.

27 ///
28

1 in the document entitled Notice of Breach, Default and Election to Sell Under Deed of Trust (recorded
2 on Jan. 18, 2019, as Document #905512 in the Nye County Official Records).

3 **RESPONSE TO REQUEST NO. 157:**

4 Responding party objects to this Document Request because; individually, and in aggregate
5 with the other requests made herein and previously propounded, this request fails to meet the
6 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
7 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
8 contained herein and previously propounded; it seeks documents that are already in requesting party's
9 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
10 client privilege and/or attorney work product doctrine; it calls for the production of documents that
11 are not relevant to this issues presented; and it purports to require responding party to disclose
12 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
13 is privileged or protected by rights of privacy regarding financial information and tax records of
14 responding party and/or third parties.

15 **REQUEST NO. 158:**

16 Please produce a copy of all documents, writings, and/or communications showing the names
17 and other demographical information pertaining to LVDF's Class B Members, as defined in LVDF's
18 Operating Agreement dated March 26, 2014, and including but not limited to the identity of the Class
19 B Members, the address of the Class B Member, the country of origin of the Class B Member, the
20 contact information for the agent of the Class B Member, the date of the transaction, the amount of
21 the investment, the source of the funds for the investment, the current immigration status of the Class
22 B Member, and the current status of the investment.

23 **RESPONSE TO REQUEST NO. 158:**

24 Responding party objects to this Document Request because; individually, and in aggregate
25 with the other requests made herein and previously propounded, this request fails to meet the
26 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
27 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
28

1 contained herein and previously propounded; it seeks documents that are already in requesting party's
2 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
3 client privilege and/or attorney work product doctrine; it calls for the production of documents that
4 are not relevant to this issues presented; and it purports to require responding party to disclose
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
6 is privileged or protected by rights of privacy regarding financial information and tax records of
7 responding party and/or third parties.
8

9 **REQUEST NO. 159:**

10 Please produce a copy of all documents, writings, and/or communications showing the names
11 and other demographical information pertaining to LVDF's distributions and investment returns made
12 to its Class B Members, as defined in LVDF's Operating Agreement dated March 26, 2014.

13 **RESPONSE TO REQUEST NO. 159:**

14 Responding party objects to this Document Request because; individually, and in aggregate
15 with the other requests made herein and previously propounded, this request fails to meet the
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
18 contained herein and previously propounded; it seeks documents that are already in requesting party's
19 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
20 client privilege and/or attorney work product doctrine; it calls for the production of documents that
21 are not relevant to this issues presented; and it purports to require responding party to disclose
22 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
23 is privileged or protected by rights of privacy regarding financial information and tax records of
24 responding party and/or third parties.

25 **REQUEST NO. 160:**

26 Please produce a copy of all bank account statements, from each and every bank account's
27 initial opening date to the present time, for all account(s) used to hold the 25% of the actual, potential,
28

1 contained herein and previously propounded; it seeks documents that are already in requesting party's
2 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
3 client privilege and/or attorney work product doctrine; it calls for the production of documents that
4 are not relevant to this issues presented; and it purports to require responding party to disclose
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
6 is privileged or protected by rights of privacy regarding financial information and tax records of
7 responding party and/or third parties.
8

9 **REQUEST NO. 167:**

10 Produce a copy of any and all communications between LVDF and the actual, potential, or
11 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2019.

12 **RESPONSE TO REQUEST NO. 167:**

13 Responding party objects to this Document Request because; individually, and in aggregate
14 with the other requests made herein and previously propounded, this request fails to meet the
15 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
16 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
17 contained herein and previously propounded; it seeks documents that are already in requesting party's
18 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
19 client privilege and/or attorney work product doctrine; it calls for the production of documents that
20 are not relevant to this issues presented; and it purports to require responding party to disclose
21 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
22 is privileged or protected by rights of privacy regarding financial information and tax records of
23 responding party and/or third parties.

24 **REQUEST NO. 168:**

25 Produce a copy of any and all communications between LVDF and the actual, potential, or
26 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2018.

27 ///
28

1 **RESPONSE TO REQUEST NO. 168:**

2 Responding party objects to this Document Request because; individually, and in aggregate
3 with the other requests made herein and previously propounded, this request fails to meet the
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
6 contained herein and previously propounded; it seeks documents that are already in requesting party's
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that
9 are not relevant to this issues presented; and it purports to require responding party to disclose
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
11 is privileged or protected by rights of privacy regarding financial information and tax records of
12 responding party and/or third parties.

13 **REQUEST NO. 169:**

14 Produce a copy of any and all communications between LVDF and the actual, potential, or
15 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2017.

16 **RESPONSE TO REQUEST NO. 169:**

17 Responding party objects to this Document Request because; individually, and in aggregate
18 with the other requests made herein and previously propounded, this request fails to meet the
19 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
20 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
21 contained herein and previously propounded; it seeks documents that are already in requesting party's
22 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
23 client privilege and/or attorney work product doctrine; it calls for the production of documents that
24 are not relevant to this issues presented; and it purports to require responding party to disclose
25 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
26 is privileged or protected by rights of privacy regarding financial information and tax records of
27 responding party and/or third parties.
28

1
2 **REQUEST NO. 170:**

3 Produce a copy of any and all communications between LVDF and the actual, potential, or
4 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2016.

5 **RESPONSE TO REQUEST NO. 170:**

6 Responding party objects to this Document Request because; individually, and in aggregate
7 with the other requests made herein and previously propounded, this request fails to meet the
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
10 contained herein and previously propounded; it seeks documents that are already in requesting party's
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that
13 are not relevant to this issues presented; and it purports to require responding party to disclose
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
15 is privileged or protected by rights of privacy regarding financial information and tax records of
16 responding party and/or third parties.

17 **REQUEST NO. 171:**

18 Produce a copy of each and every version of the Private Placement Memorandum that LVDF
19 delivered to any actual, potential, or prospective EB-5 investor(s) and/or EB-5 visa applicant(s) and/or
20 their agents.
21

22 **RESPONSE TO REQUEST NO. 171:**

23 Responding party objects to this Document Request because; individually, and in aggregate
24 with the other requests made herein and previously propounded, this request fails to meet the
25 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
26 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
27 contained herein and previously propounded; it seeks documents that are already in requesting party's
28 possession or equally accessible to the requesting party; it seeks information protected by the attorney-

1 client privilege and/or attorney work product doctrine; it calls for the production of documents that
2 are not relevant to this issues presented; and it purports to require responding party to disclose
3 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
4 is privileged or protected by rights of privacy regarding financial information and tax records of
5 responding party and/or third parties.

6
7 **REQUEST NO. 198:**

8 Please provide copies of all documents which demonstrate or relate to your involvement in the
9 San Diego Hyatt deal referenced in Evidentiary Hearing Exhibit 9, p. 0036.

10 **RESPONSE TO REQUEST NO. 198:**

11 Responding party objects to this Document Request because; individually, and in aggregate
12 with the other requests made herein and previously propounded, this request fails to meet the
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
15 contained herein and previously propounded; it seeks documents that are already in requesting party's
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that
18 are not relevant to this issues presented; and it purports to require responding party to disclose
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
20 is privileged or protected by rights of privacy regarding financial information and tax records of
21 responding party and/or third parties.

22 **REQUEST NO. 199:**

23 Please provide copies of all documents which demonstrate or relate to the status of the I- 829
24 petition for each immigrant investor who has invested funds in the Front Sight Project.

25 **RESPONSE TO REQUEST NO. 199:**

26 Responding party objects to this Document Request because; individually, and in aggregate
27 with the other requests made herein and previously propounded, this request fails to meet the
28 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
2 contained herein and previously propounded; it seeks documents that are already in requesting party's
3 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
4 client privilege and/or attorney work product doctrine; it calls for the production of documents that
5 are not relevant to this issues presented; and it purports to require responding party to disclose
6 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
7 is privileged or protected by rights of privacy regarding financial information and tax records of
8 responding party and/or third parties.
9

10 **REQUEST NO. 200:**

11 Please provide copies of all documents which demonstrate or relate to the status of the I- 526
12 petition for each immigrant investor who has invested funds in the Front Sight Project.

13 **RESPONSE TO REQUEST NO. 200:**

14 Responding party objects to this Document Request because; individually, and in aggregate
15 with the other requests made herein and previously propounded, this request fails to meet the
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
18 contained herein and previously propounded; it seeks documents that are already in requesting party's
19 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
20 client privilege and/or attorney work product doctrine; it calls for the production of documents that
21 are not relevant to this issues presented; and it purports to require responding party to disclose
22 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
23 is privileged or protected by rights of privacy regarding financial information and tax records of
24 responding party and/or third parties.

25 **REQUEST NO. 201:**

26 Please provide copies of all documents which relate to communications between LVDF and
27 the USCIS related to the Front Sight project.

28 **RESPONSE TO REQUEST NO. 201:**

EXHIBIT 4

◆ Positive
As of: May 1, 2020 8:03 PM Z

Lexington Ins. Co. v. Swanson

United States District Court for the Western District of Washington

November 29, 2006, Decided ; November 29, 2006, Filed

NO. C05-1614P

Reporter

2006 U.S. Dist. LEXIS 89424 *; 2006 WL 3474185

LEXINGTON INSURANCE COMPANY, Plaintiff(s), v.
SANDRA SWANSON, Defendant(s).

Subsequent History: Motion granted by, in part, Motion denied by, in part [Lexington Ins. Co. v. Swanson, 2007 U.S. Dist. LEXIS 10296 \(W.D. Wash., Feb. 12, 2007\)](#)

Prior History: [Lexington Ins. Co. v. Swanson, 2006 U.S. Dist. LEXIS 79454 \(W.D. Wash., Oct. 31, 2006\)](#)

Core Terms

declaration, bad faith, insured, partial summary judgment, alleges, parties, Reply

Case Summary

Procedural Posture

Defendant care center resident won a judgment against the center, which was insured by plaintiff insurer. The insurer filed a declaratory judgment action against the center. The resident, who had purchased all of the center's claims against the insurer at a sheriff's sale, and who had been added as a defendant in the suit, filed counterclaims against the insurer, including for bad faith. The insurer sought partial summary judgment.

Overview

Both parties filed various motions to strike, which the federal district court granted insofar as certain declarations constituted hearsay. It also struck the resident's supplemental authority, which she could have offered earlier. The issue regarding the bad faith claims was whether they failed because the center could not have been "harmed" by the insurer's handling of the claims due to its insolvency. The motion was denied. Dicta in a Court of Appeals of Washington, Division One opinion led to the conclusion that there were types of cognizable "harm" which could exist regardless of an injured party's financial condition. Even in the face of insolvency, evidence of other injury could be presented to support a finding of harm. The evidence indicated that, although it might be without assets, the center was listed with the state as an active, for-profit company. Its insolvency did not render it immune from a judgment that was capable of being renewed, and which would act as a deterrent to any attempt to revive it as a viable business entity. Further, "harm" could be found where the insurer's actions diminished the value of the insurance policy.

Outcome

The district court denied the insurer's motion for partial summary judgment.

LexisNexis® Headnotes

2006 U.S. Dist. LEXIS 89424, *89424

Civil Procedure > ... > Discovery > Privileged Communications > Attorney-Client Privilege

enough evidence of an essential element to carry its ultimate burden at trial.

Evidence > Privileges > Attorney-Client Privilege > Scope

Insurance Law > Liability & Performance Standards > Bad Faith & Extracontractual Liability > Elements of Bad Faith

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > General Overview

Torts > Negligence > Elements

HN1 **Privileged Communications, Attorney-Client Privilege**

Torts > Business Torts > Bad Faith Breach of Contract > Elements

Information regarding attorney fees and payments is not generally subject to the attorney-client privilege.

HN4 **Bad Faith & Extracontractual Liability, Elements of Bad Faith**

Insurance Law > Liability & Performance Standards > Bad Faith & Extracontractual Liability > Elements of Bad Faith

Dicta in an opinion by the Court of Appeals of Washington, Division One leads to the conclusion that there are types of cognizable "harm" which can exist regardless of an injured party's current financial condition. Even in the face of insolvency, evidence of other injury can be presented to support a finding of harm.

Torts > Negligence > Elements

Torts > Business Torts > Bad Faith Breach of Contract > Elements

HN2 **Bad Faith & Extracontractual Liability, Elements of Bad Faith**

Insurance Law > Liability & Performance Standards > Bad Faith & Extracontractual Liability > Elements of Bad Faith

Claims by insureds against their insurers for bad faith are analyzed applying the same principles as any other tort: duty, breach of that duty, and damages proximately caused by any breach of duty.

Torts > Business Torts > Bad Faith Breach of Contract > Elements

HN5 **Bad Faith & Extracontractual Liability, Elements of Bad Faith**

Civil Procedure > ... > Summary Judgment > Evidentiary Considerations > Absence of Essential Element

The U.S. District Court for the Western District of Washington finds that "harm" can be found where a party possesses the asset of an insurance policy and alleges that the bad faith actions of its insurer have resulted in a diminishment of that asset by such means as a bad faith "spend-down" of the policy amount.

Evidence > Burdens of Proof > Allocation

Civil Procedure > ... > Summary Judgment > Burdens of Proof > Movant Persuasion & Proof

HN3 **Evidentiary Considerations, Absence of Essential Element**

The party moving for summary judgment has the burden to show initially the absence of a genuine issue concerning any material fact by either producing evidence negating an essential element of plaintiff's claim, or by showing that the plaintiff does not have

Counsel: [*1] For Lexington Insurance Company, a foreign insurance company, Plaintiff: Christopher L Neal, LEAD ATTORNEY, Thomas Martin Jones, LEAD ATTORNEY, COZEN O'CONNOR, SEATTLE, WA.

For Sandra Swanson, Plaintiff: David Merritt Beninger, LUVERA BARNETT BRINDLEY BENINGER &

2006 U.S. Dist. LEXIS 89424, *1

CUNNINGHAM, SEATTLE, WA.

For Sandra Swanson, an individual, Defendant: David Merritt Beninger, LEAD ATTORNEY, Paul N. Luvera, Jr., LUVERA BARNETT BRINDLEY BENINGER & CUNNINGHAM, SEATTLE, WA.

For Lexington Insurance Company, a foreign insurance company, Defendant: Christopher L Neal, LEAD ATTORNEY, Thomas Martin Jones, LEAD ATTORNEY, COZEN O'CONNOR, SEATTLE, WA.

Judges: Marsha J. Pechman, U.S. District Judge.

Opinion by: Marsha J. Pechman

Opinion

AMENDED

ORDER ON PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

The above-entitled Court, having received and reviewed:

1. Plaintiff Lexington Insurance Company's Motion for Partial Summary Judgment
2. Defendant Swanson's Opposition to Lexington's Motion for Summary Judgment
3. Plaintiff Lexington Insurance Company's Reply in Support of Its Motion for Partial Summary Judgment
4. Defendant Swanson's Surreply to Lexington's Summary Judgment Motion and Request [*2] to Strike Declaration of DuBrin
5. Lexington's Objection and Response to Defendants Memorandum of Supplemental Authority re: Lexington's Summary Judgment Motion

and all exhibits and declarations attached thereto, makes the following ruling:

IT IS HEREBY ORDERED that the motion is DENIED.

In the course of the briefing on this motion, the parties made a series of motions to strike portions of each other's evidentiary and other submissions. Those motions will be addressed in the body of the discussion *infra*.

Background

Defendant Sandra Swanson ("Swanson") suffered a stroke and moved into the Issaquah Care Center ("ICC") because she could no longer take care of her needs independently. There she was the victim of severely negligent care resulting in, among other things, the loss of parts of one arm, one leg and her teeth.

In 2003, Ms. Swanson filed a state court action against ICC. Plaintiff Lexington Insurance Company ("Lexington") insured ICC on the basis of \$ 1 million limit per "single medical incident" (with a "3-incident, \$ 3 million" cap). Lexington rejected an initial settlement offer (for the "remaining policy limits" according to Swanson [Response, [*3] p.5], which the Court interprets to mean \$ 1 million) in June 2003. In June 2004, Lexington rejected another offer for the "remaining policy limits" - \$ 950,000 at that point. In September 2004, Lexington offered an \$ 800,000 settlement (\$ 1 million minus \$ 200,000 in defense costs) which Swanson rejected. At that point, the parties went to agreed arbitration. In August 2005, the arbitrator awarded Swanson over eight million dollars. Swanson alleges a series of actions by Plaintiff following that award which further increased ICC's potential liability.

Lexington filed this declaratory judgment action against ICC in September, 2005. In December 2005, at a sheriff's sale following entry of judgment based on the arbitration award, Swanson purchased all "choses in action" owned by ICC, including any claims it might have against Lexington for policy coverage or bad faith failures. On that same day, Lexington amended its Complaint in the declaratory judgment before this Court to include Ms. Swanson and ICC manager Robin DuBrin as additional defendants. On December 21, 2005, Ms. Swanson amended her state court action against ICC to include Lexington as a defendant. Lexington removed that [*4] action to this Court on January 4, 2006 and it was assigned to Judge Lasnik. Swanson filed a motion for remand in that action, which was denied by Judge Lasnik on March 10, 2006; that same day, Judge Lasnik transferred that case to this Court.

Andrea Champion

In her counterclaim in this declaratory judgment suit, Swanson has alleged the bad faith claims that Plaintiff seeks to dismiss by way of this motion for partial summary judgment.

Discussion

Motions to strike

Both parties have filed a series of motions to strike which the Court will dispose of before proceeding to the substantive aspects of Lexington's motion.

Declaration of Mary Nester, Esq: Ms. Nester was counsel for ICC during the litigation involving ICC and Swanson and Defendant offers a declaration from her which goes to Lexington's refusal to provide coverage or pay her legal fees as part of ICC's defense. Lexington objects to this evidence as a violation of the attorney-client privilege (arguing that, since Nester does not say where she got her information, it "must" have come from her former client). This request is not well-taken on a number of grounds. First of all, the evidence to which Lexington objects [*5] (" . . . factual allegations regarding denials of coverage or the underlying King County case . . ." Pltf Reply, p. 2) goes primarily to issues of bad faith which Lexington admits are not relevant. To the extent that Nester's evidence is relevant to the issue of "harm," it concerns the fees generated by her work for ICC on the Swanson case, which she alleges that Lexington did not compensate ICC for. [HN1](#) Information regarding attorney fees and payments is not generally subject to the attorney-client privilege. See, e.g., *In re Grand Jury Subpoenas (Hirsch)*, 803 F.2d 493, 496 (9th Cir.1986); *In re Osterhoudt*, 722 F.2d 591, 592 (9th Cir.1983). Perhaps more to the point, the privilege is not Lexington's to assert - Nester is not Plaintiff's counsel. In her second declaration, Robin DuBrin of ICC (see *infra*) includes a boilerplate "non-waiver" of the privilege "to the extent" that Nester's declaration is based on communications between client and attorney, but she never claims that anything Nester asserts was a result of such communications. ¹ **DENIED.**

¹The Court acknowledges that it is by no means settled whether Swanson's purchase of ICC's "choses in action" included the right to assert ICC's attorney-client privileges in those actions.

[*6] Second Declaration of Robin DuBrin: DuBrin is the "Managing Member" of ICC. She submitted an initial declaration in Plaintiff's opening brief to which Swanson has made no objection. Plaintiff filed a second DuBrin declaration with its reply brief-in this declaration, DuBrin offers (among other things) her opinion that Lexington "capably defended" ICC against Swanson's claims, that ICC has not declared bankruptcy because it has no assets and that there are no future business opportunities which could be adversely impacted by the award made to Swanson. Swanson objects to this second DuBrin declaration on two grounds: first, the impropriety of Lexington introducing new evidence on the issue of "harm" in its reply brief; and, second, to the speculative and hearsay nature of much of her declaration. The objections are well-taken (this evidence should have been brought forward in Plaintiff's opening brief and some of it is improper speculation and hearsay) and the Court did not consider the second DuBrin declaration in reaching the decision on this motion. **GRANTED.**

Declaration of Sharon Sobers: Ms. Sobers is a Claims Director with the claims agency for Lexington; [*7] Defendant objects to Sobers' testimony in her declaration that "Lexington was informed in June of 2004 . . . that ICC was insolvent," which is based on her review of a communication from someone else in her company about ICC. (Sobers Decl., P 5) The evidence is double hearsay (a memo reporting a conversation with someone in ICC), with no foundation laid for an exception. **GRANTED.**

Swanson's supplemental authority: claiming that it is adverse authority that Plaintiff was obligated by the Rules of Professional Conduct to distinguish or otherwise controvert, Defendant filed a supplemental brief after the close of briefing, citing an opinion by Judge Coughenour of this district (*Specialty Surplus Ins. Co. v. Second Chance, Inc.*, 412 F.Supp.2d 1152) which, in fact, both parties were aware of (having cited it in an earlier motion for a protective order). The case is the opinion of another District Court and therefore not controlling authority in any event, but Defendant offers no reason for having failed to produce it until after the close of briefing. **STRICKEN.**

Substantive argument: the issue of "harm"

The parties are agreed that Swanson's [*8] counterclaims against Lexington based on allegations of "bad faith" are subject to the classic tort analysis: [HN2](#)

↑] "Claims by insured against their insurers for bad faith are analyzed applying the same principles as any other tort: duty, breach of that duty, and damages proximately caused by any breach of duty." Smith v. Safeco Ins. Co., 150 Wn.2d 478, 485, 78 P.3d 1274 (2003).

As Plaintiff put it in its opening brief: "The only issue at stake in this Motion is whether Swanson's bad faith claims fail because ICC could not have been, and was not, 'harmed' by any aspect of Lexington's claims handling of the underlying matter." Pltf Brief, p. 2. It is Lexington's position that ICC's insolvency rendered it immune to any excess judgment and, as a matter of law, that entity was therefore incapable of being damaged by Lexington's actions.

Plaintiff's motion fails from the outset. HN3↑] The party moving for summary judgment has the burden to show initially the absence of a genuine issue concerning any material fact (Adickes v. S.H. Kress & Co., 398 U.S. 144, 159, 90 S. Ct. 1598, 26 L. Ed. 2d 142 (1970)) by either producing evidence negating an essential element of plaintiff's claim, or by showing that plaintiff [*9] does not have enough evidence of an essential element to carry its ultimate burden at trial. Nissan Fire & Marine Ins. Co. v. Fritz Companies, Inc., 210 F.3d 1099, 1103 (9th Cir. 2000). Lexington has not succeeded in carrying that burden.

Lexington has essentially placed all its eggs in one basket by relying exclusively on its proof that ICC is a company without assets, then arguing from that fact that no tortious "harm" could befall it; therefore (the argument goes), it can maintain no suit arising out of the facts described *supra*. Plaintiff's primary legal authority for this position is Werlinger v. Clarendon Nat'l Ins. Co., 129 Wn.App. 804, 120 P.3d 593 (2005). In that case, the insured (Warner) had filed a Chapter 13 bankruptcy prior to causing the auto accident which killed Werlinger; two months after the accident, Warner converted the action to a Chapter 7 proceeding, but not (the court found) in response to any action by Werlinger's insurer (Clarendon). Following his discharge in bankruptcy, Warner executed an agreement with Werlinger's estate in which he confessed a \$ 5 million judgment in exchange for the estate's promise not to hold him personally [*10] liable. The appellate court upheld the finding that the settlement was unreasonable because Warner's bankruptcy discharge meant that he was immune to the damages he was confessing. Furthermore, his bankrupt status eliminated the possibility that any judgment in excess of his insurance

limits which occurred as a result of Clarendon's misfeasance could "harm" him. Therefore, the Werlinger court reasoned, Clarendon's alleged bad faith was not actionable. Id. at 809.

Lexington claims that Werlinger stands for the proposition that "where, as here, there were no assets which could be exposed by the insurance company's alleged failure to settle, no 'harm' could have occurred, as a matter of law." Pltf Reply, p. 4. In actuality, the opinion does not say that and its ruling is much more narrowly drawn. The facts of this case are sufficiently distinguishable from Werlinger to render it inapposite: the absence of a bankrupt party (much less a bankruptcy filed before the tortious conduct) and the absence of a sham agreement represent critical differences between the instant case and the case upon which Lexington relies.

Furthermore, HN4↑] there is dicta in the opinion [*11] which leads to the conclusion that there are types of cognizable "harm" which can exist regardless of the injured party's current financial condition. After noting with approval the trial court's conclusion that Warner's bankruptcy insulated him from any harm resulting from Clarendon's bad faith delays, the appellate court also notes the lower court's finding that "the Werlingers presented no competent evidence of *other* injury." 129 Wn.App. at 808 (emphasis supplied). The implication is clear that, even in the face of insolvency, there is evidence of other injury which could be presented to support a finding of harm (the Werlinger court cites the possibility of proving "emotional distress" from the insurance company's actions). Id. at 809.

The evidence indicates that, although it may be presently without assets, ICC is in fact still listed with the Washington State Department of Licensing as an active, for-profit company. Decl. of Beninger, Exh. 14. Its current insolvency does not render it immune from a judgment which is capable of being periodically renewed and which will act as a deterrent to any attempt to revive this company as a viable [*12] business entity. It is the ruling of this Court that the existence of an \$ 8 million judgment against a party not in bankruptcy or otherwise legally insulated from such a judgment constitutes "harm" as a matter of law.

Swanson, prosecuting this litigation in the shoes of ICC, has also alleged that the bad faith refusal of Lexington to settle Swanson's claim has resulted in the unnecessary expenditure of a portion of ICC's insurance policy (through a "spend-down" provision in the

2006 U.S. Dist. LEXIS 89424, *12

contract). It is the further HNS[↑] finding of this Court that "harm" can be found where, as here, a party possesses the asset of an insurance policy and alleges that the bad faith actions of its insurer have resulted in a diminishment of that asset by such means as a bad faith "spend-down" of the policy amount.

Conclusion

Plaintiff Lexington Insurance Company has failed to produce evidence which effectively negates any essential element of Defendant's cross-claim. Accordingly, its motion for partial summary judgment will be DENIED.

The clerk is directed to provide copies of this order to all counsel of record.

Dated: November 29, 2006

Marsha J. Pechman

U.S. District Judge

End of Document

EXHIBIT 5

RRFP

1 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

2 tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

3 Nevada Bar No. 10084

kholbert@farmercase.com

4 **FARMER CASE & FEDOR**

2190 E. Pebble Rd., Suite #205

5 Las Vegas, NV 89123

Telephone: (702) 579-3900

6 Facsimile: (702) 739-3001

7 C. Keith Greer, ESQ.

Admitted *pro hac vice*

8 keith.greer@greerlaw.biz

9 **GREER AND ASSOCIATES, A PC**

17150 Via Del Campo, Suite 100

10 San Diego, CA 92127

Telephone: (858) 613-6677

11 Facsimile: (858) 613-6680

12 Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

13 IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

14 JON FLEMING and LINDA STANWOOD

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FRONT SIGHT MANAGEMENT LLC, a

18 Nevada Limited Liability Company,

19 Plaintiff,

20 vs.

21 LAS VEGAS DEVELOPMENT FUND LLC, a

22 Nevada Limited Liability Company; EB5

IMPACT CAPITAL REGIONAL CENTER

23 LLC, a Nevada Limited Liability Company; EB5

IMPACT ADVISORS LLC, a Nevada

24 Limited Liability Company; ROBERT W.

DZIUBLA, individually and as President and

25 CEO of LAS VEGAS DEVELOPMENT FUND

26 LLC and EB5 IMPACT ADVISORS

27 LLC; JON FLEMING, individually and as an

agent of LAS VEGAS DEVELOPMENT

28 FUND LLC and EB5 IMPACT ADVISORS

29 LLC; LINDA STANWOOD, individually and

as Senior Vice President of LAS VEGAS

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

) DEPT NO.: 16

) **DEFENDANT, DEFENDANT LAS VEGAS**

) **DEVELOPMENT FUND, LLC'S THIRD**

) **SUPPLEMENTAL RESPONSES TO**

) **PLAINTIFF'S THIRD**

) **SET OF REQUESTS FOR PRODUCTION**

) **OF DOCUMENTS**

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

5 Defendants.)

6 _____)
7 LAS VEGAS DEVELOPMENT FUND LLC,)

8 Counterclaimant,)

9 vs.)

10 FRONT SIGHT MANAGEMENT, LLC, a)
11 Nevada Limited Liability Company;)
12 IGNATIUS PIAZZA, as an individual and in)
13 his capacity as Trustee and/or beneficiary of)
14 VNV DYNASTY TRUST I and VNV)
15 DYNASTY TRUST II; JENNIFER PIAZZA, as)
16 an individual and in her capacity as Trustee)
17 and/or beneficiary of VNV DYNASTY TRUST)
18 I and VNV DYNASTY TRUST II; VNV)
19 DYNASTY TRUST I, an irrevocable Nevada)
20 trust; VNV DYNASTY TRUST II, an)
21 irrevocable Nevada trust; and ROES 1 through)
22 10, inclusive,)

23 Counterdefendants.)

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

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

26 **SET NO: THREE**

27 **GENERAL OBJECTIONS**

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

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

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

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

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

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

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

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

1 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
2 documents containing confidential or proprietary information or trade secrets.

3 7. Responding Party objects to the requests to the extent that they would require
4 Responding Party to produce documents or information covered by confidentiality agreements with
5 others, or that would require Responding Party to violate the privacy interests of others.

6 **SECOND SUPPLEMENTAL RESPONSES TO REQUESTS**

7 **FOR PRODUCTION OF DOCUMENTS**

8 These Second Supplemental Response incorporate the previously asserted responses, and
9 supplement them by identifying identification numbers for specific documents responsive to the
10 requests.
11

12 **REQUEST NO. 113:**

13 Please provide copies of all documents which support or relate to the truthfulness of the
14 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of
15 experience in the real estate and real estate financing market, and I personally have been involved in
16 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,
17 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015
18 Email from Robert Dziubla to Mike Meacher, p. 0004.

19 **RESPONSE TO REQUEST NO. 113:**

20 Responding party objects to this Document Request because; individually, and in aggregate
21 with the other requests made herein and previously propounded, this request fails to meet the
22 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
23 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
24 contained herein and previously propounded; it seeks documents that are already in requesting party’s
25 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
26 client privilege and/or attorney work product doctrine; it calls for the production of documents that
27 are not relevant to this issues presented; and it purports to require responding party to disclose
28

Reception

From: efilimgmail@tylerhost.net
Sent: Monday, May 4, 2020 4:06 PM
To: BKfederaldownloads
Subject: Notification of Service for Case: A-18-781084-B, Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s) for filing Reply in Support - RIS (CIV), Envelope Number: 6009873

Notification of Service

Case Number: A-18-781084-B
 Case Style: Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
 Envelope Number: 6009873



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

Filing Details	
Case Number	A-18-781084-B
Case Style	Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
Date/Time Submitted	5/4/2020 4:04 PM PST
Filing Type	Reply in Support - RIS (CIV)
Filing Description	Reply in Support of Defendants' Motion for Protective Order Regarding Discovery of Consultants' and Individual Investors' Confidential Information
Filed By	Josephine Baltazar
Service Contacts	Front Sight Management LLC: Traci Bixenmann (traci@johnaldrichlawfirm.com) John Aldrich (jaldrich@johnaldrichlawfirm.com) Las Vegas Development Fund LLC: Joshua Dickey (jdickey@baileykennedy.com) John Bailey (jbailey@baileykennedy.com) Bailey Kennedy, LLP (bkfederaldownloads@baileykennedy.com)

	<p>Kathryn Holbert (kholbert@farmercase.com)</p> <p>Andrea Champion (achampion@baileykennedy.com)</p> <p>Keith Greer (keith.greer@greerlaw.biz)</p> <p>Dianne Lyman (dianne.lyman@greerlaw.biz)</p> <p>Mona Gantos (mona.gantos@greerlaw.biz)</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Document Details

Served Document

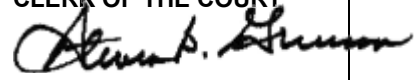
[Download Document](#)

This link is active for 30 days.

EXHIBIT “4”

EXHIBIT “4”

Electronically Filed
7/6/2020 11:55 AM
Steven D. Grierson
CLERK OF THE COURT



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

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

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

21 Plaintiff,

22 vs.

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

25 Defendants.

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

**NOTICE OF ENTRY OF FINDINGS OF
FACT AND CONCLUSIONS OF LAW
AND ORDER GRANTING IN PART
AND DENYING IN PART
DEFENDANT’S MOTION FOR
PROTECTIVE ORDER REGARDING
DISCOVERY OF CONSULTANTS’ AND
INDIVIDUAL INVESTORS’
CONFIDENTIAL INFORMATION**

26
27 AND ALL RELATED COUNTERCLAIMS.
28

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

1 PLEASE TAKE NOTICE that a Findings of Fact and Conclusions of Law and Order
2 Granting In Part and Denying In Part Defendant’s Motion for Protective Order Regarding Discovery
3 of Consultants’ and Individual Investors’ Confidential Information was entered on June 30, 2020; a
4 true and correct copy of which is attached hereto.

5 DATED this 6th day of July, 2020.

6 BAILEY ❖ KENNEDY

7
8 By: /s/ Andrea M. Champion
9 JOHN R. BAILEY
10 JOSHUA M. DICKEY
11 ANDREA M. CHAMPION

12 *Attorneys for Defendants*
13 LAS VEGAS DEVELOPMENT FUND
14 LLC; EB5 IMPACT CAPITAL
15 REGIONAL CENTER LLC; EB5 IMPACT
16 ADVISORS LLC; ROBERT W.
17 DZIUBLA; JON FLEMING; and
18 LINDA STANWOOD
19
20
21
22
23
24
25
26
27
28

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 6th day of July, 2020, service of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT’S MOTION FOR PROTECTIVE ORDER REGARDING DISCOVERY OF CONSULTANTS’ AND INDIVIDUAL INVESTORS’ CONFIDENTIAL INFORMATION** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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

Email:
jaldrich@johnaldrichlawfirm.com

*Attorneys for
Plaintiff/Counterdefendants*
FRONT SIGHT MANAGEMENT
LLC; IGNATIUS A. PIAZZA II;
JENNIFER PIAZZA; VNV
DYNASTY TRUST I, VNV
DYNASTY TRUST II; AND
MICHAEL MEACHER

TOP RANK BUILDERS INC.
2941 Lorelie Street
Pahrump, Nevada 89048 *Counterdefendant*

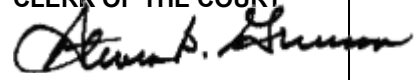
ALL AMERICAN CONCRETE &
MASONRY INC.
2941 Lorelie Street
Pahrump, Nevada 89048 *Counterdefendant*

MORALES CONSTRUCTION, INC.
2941 Lorelie Street
Pahrump, Nevada 89048 *Counterdefendant*

/s/ Jennifer Kennedy
Employee of BAILEY ❖ KENNEDY

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

Electronically Filed
6/30/2020 3:04 PM
Steven D. Grierson
CLERK OF THE COURT



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

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

Attorneys for Defendants

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

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

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND ORDER
GRANTING IN PART AND DENYING
IN PART DEFENDANT’S MOTION FOR
PROTECTIVE ORDER REGARDING
DISCOVERY OF CONSULTANTS’ AND
INDIVIDUAL INVESTORS’
CONFIDENTIAL INFORMATION**

26 AND ALL RELATED COUNTERCLAIMS.
27

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

1 This matter came before the Court on May 13, 2020, at 10:30 a.m., on Defendants Las Vegas
2 Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional Center, LLC, EB5 Impact
3 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood’s (collectively, the “EB5
4 Parties”) Motion for Protective Order Regarding Discovery of Consultants’ and Individual Investors’
5 Confidential Information (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff Front Sight
6 Management LLC (“Front Sight”); and John R. Bailey, Andrea M. Champion, C. Keith Greer, and
7 Kathryn Holbert appeared on behalf of the EB5 Parties. Having considered the EB5 Parties’
8 Motion, Front Sight’s Opposition, the Reply, and having heard oral argument of the parties through
9 their respective counsel, this Court makes the following Findings of Fact and Conclusions of Law.

10 Insofar as any conclusions of law is deemed to have been or include a finding of fact, such a
11 finding of fact is hereby included as a factual finding. Insofar as any finding of fact is deemed to
12 have been or to include a conclusion of law, such is included as a conclusion of law herein.

13 **FINDINGS OF FACT**

14 1. LVD Fund was formed as a new LLC for the specific purpose of raising funds from
15 foreign investors pursuant to the federal EB-5 program. In turn, those funds were to be used to
16 provide loan financing to Front Sight for construction of the Front Sight Project.

17 2. LVD Fund then sponsored an offering to foreign immigrant investors to finance the
18 Project.

19 3. To market the offering, LVD Fund utilized Foreign Placement Consultants to contact
20 potential foreign immigrant investors who may have some interest in investing in LVD Fund and
21 promote the investment.

22 4. The foreign immigrant investors who subscribed to the offering are investors in LVD
23 Fund; they are not investors in Front Sight.

24 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for
25 construction of the Project as memorialized by the October 6, 2016 Construction Loan Agreement
26 (the “CLA”).

27 ///

28 ///

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

1 6. LVD Fund maintains that Front Sight breached the CLA through multiple
2 performance defaults including, among other things, failing to provide the necessary information to
3 support the EB5 Parties' reporting requirements.

4 7. Front Sight disputes that it breached the CLA and further contends that LVD Fund
5 cannot enforce any alleged breaches of the CLA because the doctrine of equitable estoppel bars any
6 such action due to the EB5 Parties' allegedly fraudulently inducing Front Sight into entering the
7 CLA.

8 8. On September 14, 2018, Front Sight commenced this litigation.

9 9. Through discovery, Front Sight has sought information related to the foreign
10 immigrant investors (the "Investors") as well as the Foreign Placement Consultants.

11 10. The EB5 Parties objected to each discovery request that sought information about the
12 Investors and/or the Foreign Placement Consultants.

13 11. On September 19, 2019, Front Sight filed a Motion to Compel and for Sanctions,
14 seeking an order to compel the EB5 Parties to provide supplemental responses to its Requests for
15 Production of Documents, without objection.

16 12. While this Court ultimately ordered the EB5 Parties to provide additional
17 supplemental responses to the Requests for Production of Documents, the Court did not address the
18 EB5 Parties' privilege and confidentiality concerns in deciding Front Sight's Motion to Compel and,
19 instead, instructed the EB5 Parties to assert any privilege(s) it may have in a privilege log and to file
20 a motion for protective order by March 30, 2020. (*See* Order Grant. Pl.'s Mot. to Compel, filed
21 3/25/2020.)

22 13. By stipulation, the parties later agreed to move the deadline for the EB5 Parties to file
23 a motion for protective order from March 30, 2020 to April 13, 2020. (*See* Stip. and Order Resetting
24 Hearings and Br. Schedule, filed 3/27/2020.)

25 14. On April 13, 2020, pursuant to the Parties' Stipulation and Order, the EB5 Parties
26 filed their Motion to protect the disclosure of any information related to the Investors and the
27 Foreign Placement Consultants.

28 ///

1 15. The EB5 Parties contend that information about the Investors and the Foreign
2 Placement Consultants is irrelevant to the claims and defenses in this case, that it constitutes trade
3 secrets, and that the protective order entered in this case is not sufficient to protect the information
4 sought.

5 16. Front Sight contends that the EB5 Parties have waived any objections they may have
6 to the information sought because the Motion was not timely filed. In addition, Front Sight contends
7 that the information sought does not constitute trade secrets, is relevant to its fraudulent
8 misrepresentation claims (specifically, that the EB5 Parties misrepresented their relationship with
9 Foreign Placement Consultants and therefore, their ability to properly market and promote the
10 Project), and that the information sought is sufficiently protected by the protective order entered in
11 this case.

12 **CONCLUSIONS OF LAW**

13 1. NRC P 26(c) permits the Court, for good cause shown, to enter a protective order
14 forbidding inquiry into certain matters, or limiting the scope of discovery to certain matters.

15 2. Generally, “[d]iscovery matters are within the district court’s sound discretion.” *Club*
16 *Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249
17 (2012).

18 3. NRC P 26(c) does not provide a time frame for a party to bring a motion for protective
19 order.

20 4. Given the complex procedural history of this case, which has often led to accelerated
21 deadlines, followed just as often by stipulations from the parties to create a more manageable
22 deadline schedule, the Court finds that the EB5 Parties timely filed their Motion.

23 5. The Investors’ identities and investment information are not germane to the claims
24 and defenses in this case. Therefore, pursuant to NRC P 26(c)(1)(A), the Court will not allow
25 discovery as to the Investors.

26 6. As a result, the Court does not render a decision on the merits as to whether the
27 investor records are privileged as trade secrets, if that privilege has been waived, if the discovery

28 ///

1 sought is proportional to the needs of the case, or whether Front Sight has demonstrated that the
2 information sought as to the Investors is necessary.

3 7. However, limited information concerning the Foreign Placement Consultants is
4 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history, and extent of
5 the EB5 Parties’ prior relationship with the Foreign Placement Consultants is relevant to Front
6 Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for
7 potentially sourcing EB-5 investors. Consequently, notwithstanding the potential privilege and
8 confidentiality concerns, the Court will allow limited discovery concerning the identities of the EB5
9 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf of the
10 EB5 Parties, the timing of the formation of those business relationships, and the degree of success
11 those Foreign Placement Consultants achieved for the EB5 Parties in prior work.


12 **ORDER**

13 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is DENIED IN PART AND
14 GRANTED IN PART as follows:

15 The Motion is DENIED as to the consultants; limited discovery, as set forth in Conclusion of
16 Law No. 7, will be permitted.

17 The Motion is GRANTED as to the Investors; no discovery concerning the Investors’
18 identities and investment information shall be permitted.

19 Dated this 30th day of June, 2020.

20
21 
22 HONORABLE TIMOTHY C. WILLIAMS
23 DISTRICT COURT JUDGE

CG

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

1 Respectfully submitted by:

2 **BAILEY KENNEDY, LLP**

3

4 */s/ Andrea M. Champion* _____

JOHN R. BAILEY

5 Nevada Bar No. 0137

JOSHUA M. DICKEY

6 Nevada Bar No. 6621

ANDREA M. CHAMPION

7 Nevada Bar No. 13461

8984 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

9 Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

10 JDickey@BaileyKennedy.com

AChampion@BaileyKennedy.com

11

Attorneys for Defendants

12 LAS VEGAS DEVELOPMENT FUND LLC;

EB5 IMPACT CAPITAL REGIONAL

13 CENTER LLC; EB5 IMPACT ADVISORS

LLC; ROBERT W. DZIUBLA; JON

14 FLEMING; and

LINDA STANWOOD

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

Reception

From: efilimgmail@tylerhost.net
Sent: Monday, July 6, 2020 11:58 AM
To: BKfederaldownloads
Subject: Courtesy Notification for Case: A-18-781084-B; Front Sight Management LLC, Plaintiff(s) vs.Las Vegas Development Fund LLC, Defendant(s); Envelope Number: 6274439

Courtesy Notification

Envelope Number: 6274439

Case Number: A-18-781084-B

Case Style: Front Sight Management LLC,
 Plaintiff(s)vs.Las Vegas Development Fund LLC,
 Defendant(s)



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

Filing Details

Case Number	A-18-781084-B
Case Style	Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
Date/Time Submitted	7/6/2020 11:55 AM PST
Filing Type	EFileAndServe
Filing Description	Notice of Entry of Findings of Fact and Conclusions of Law and Order Granting In Part and Denying In Part Defendant's Motion for Protective Order Regarding Discovery of Consultants' and Individual Investors' Confidential Information
Activity Requested	Notice of Entry of Findings of Fact, Conclusions of Law - NEFF (CIV)
Filed By	Stephanie Kishi
Filing Attorney	Andrea Champion

Document Details

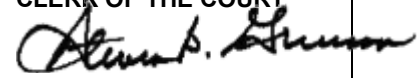
Lead Document	20.07.06 NEO FFCL-Order Granting-Denying in Part Mot for PO-TBF.pdf
Lead Document Page Count	9
File Stamped Copy	View Stamped Document

This link is active for 180 days.

EXHIBIT “5”

EXHIBIT “5”

Electronically Filed
10/19/2020 5:07 PM
Steven D. Grierson
CLERK OF THE COURT



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

9 *Attorneys for Defendants*
LAS VEGAS DEVELOPMENT FUND LLC; EB5
10 IMPACT CAPITAL REGIONAL CENTER LLC;
EB5 IMPACT ADVISORS LLC; ROBERT W.
11 DZIUBLA; JON FLEMING; and LINDA
STANWOOD

13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

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

17 Plaintiff,

18 vs.

19 LAS VEGAS DEVELOPMENT FUND LLC, a
20 Nevada Limited Liability Company; et al.,

21 Defendants.

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

**THE EB5 PARTIES' MOTION FOR
PROTECTIVE ORDER REGARDING
SUBPOENAS TO SIMONE WILLIAMS
AND ETHAN DEVINE**

HEARING REQUESTED

22
23 AND ALL RELATED COUNTERCLAIMS.
24

25 Defendants Las Vegas Development Fund LLC (“LVD Fund”), EB5 Impact Capital
26 Regional Center LLC (“EB5IC”), EB5 Impact Advisors LLC (“EB5IA”), Robert Dziubla (Mr.
27 “Dziubla”), Jon Fleming (Mr. “Fleming”), and Linda Stanwood (Ms. “Stanwood”) (collectively, the
28 “EB5 Parties”), by and through their counsel, hereby move the Court pursuant to Nevada Rules of

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

1 Civil Procedure 26 and 45 for a Protective Order requiring Front Sight Management LLC (“Front
2 Sight”) to modify the subpoenas to Simone Williams (Ms. “Williams”) and Ethan Devine (Mr.
3 “Devine”); to quash requests for information to which Front Sight is not entitled; to require Front
4 Sight to designate confidential documents received pursuant to the subpoena in accordance with the
5 Protective Order; and to require depositions of third parties to be conducted by video conference if
6 they proceed as noticed or delay the depositions until the parties can safely attend in-person
7 depositions.

8 This Motion is made and based upon the pleadings and papers on file herein, the following
9 Memorandum of Points and Authorities, the Declaration of Robert Dziubla, and any oral argument
10 the Court may hear.

11 DATED this 19th day of October, 2020.

12 BAILEY ❖ KENNEDY

13
14 By: /s/ Andrea M. Champion
15 JOHN R. BAILEY
16 JOSHUA M. DICKEY
ANDREA M. CHAMPION

17 *Attorneys for Defendants*
18 LAS VEGAS DEVELOPMENT FUND
19 LLC; EB5 IMPACT CAPITAL
20 REGIONAL CENTER LLC; EB5 IMPACT
21 ADVISORS LLC; ROBERT W.
22 DZIUBLA; JON FLEMING; and LINDA
23 STANWOOD
24
25
26
27
28

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

1 Front Sight continues to use the discovery process as an opportunity to harass the EB5
2 Parties and obtain access to their trade secret and confidential information. Less than four months
3 ago, this Court issued an Order explicitly removing all information related to the EB-5 Investors
4 (and potential EB-5 investors) from the purview of discovery. However, rather than focusing on
5 discovery that is germane to the claims and defenses in this case, Front Sight is now trying to side-
6 step this Court’s Order by issuing subpoenas to third parties *for the exact information already*
7 *foreclosed by this Court.*

8
9
10 Moreover, in opposing the EB5 Parties’ Motion for Protective Order Regarding the EB5
11 Investors and the Foreign Placement Consultants, Front Sight argued that discovery regarding the
12 foreign placement agents and consultants was necessary, but that the EB5 Parties (and the Court)
13 need not worry about the exposure of their trade secret and confidential information. Front Sight’s
14 solution was for the EB5 Parties to utilize the Protective Order already in place, and simply
15 designate their trade secret and confidential information as “Outside Counsel Eyes Only.”¹ The EB5
16 Parties accordingly produced documents that contained highly confidential information with the
17 “Outside Counsel Eyes Only” designation only to receive multiple letters from Front Sight
18 contesting the confidential designations in direct contravention of their prior representations.²

19 In addition to seeking the very information that this Court previously ruled was not subject to
20 discovery, Front Sight now also seeks, from Ms. Williams and Mr. Devine, the very information that
21 the EB5 Parties consider both trade secret and confidential and therefore previously produced as
22 “Outside Counsel Eyes Only.” The EB5 Parties have no basis to believe that Front Sight will honor
23 the Protective Order and properly designate these documents as “Outside Counsel Eyes Only.”

24
25 ¹ Opp. to Mot. for Protective Order, April 27, 2020, at 22:10–23:16 (“If these are the genuine concerns of
26 Defendants, then [the Protective Order] contains sufficient requirements to safeguard Defendants’ alleged trade secrets.
27 Designation of the information sought by Front Sight as Outside Counsel Eye Only material would prevent the
28 disclosure of alleged secrets to competitors. It would further prevent any claimed misuse by Dr. Piazza or any other
officer or employee of Front Sight because those persons would never gain access to the information.”)

² The EB5 Parties have not yet responded to Front Sight’s correspondence although they obviously dispute any
contention by Front Sight that they were improperly designated as “Outside Counsel Eyes Only” (and despite Front
Sight’s previous invitation to designate them as such).

1 Instead, Front Sight’s requests appears to be nothing other than a way for Front Sight to obtain these
2 documents and improperly use them, in direct violation of their current confidentiality designation.

3 Worse, in order to convince the Court to allow it some limited discovery as to the Foreign
4 Placement Consultants, Front Sight promised that it “would agree to seek leave of the Court before
5 issuing subpoenas or seeking to contact any investor or [Foreign Placement] Consultant disclosed to
6 Front Sight.” (See Opp. to Defs.’ Mot. for Prot. Order Re Discovery of Consultants’ and Individual
7 Investors’ Confidential Info., Apr. 27, 2020, at 23:14-16.) True to form, Front Sight has now done
8 an about face and issued these Subpoenas in direct contradiction to its promise.

9 Finally (and consistently), Front Sight blatantly disregards the arguments it made to the
10 Court to justify a discovery extension. Just weeks ago, Front Sight argued to this Court that, among
11 other things, the COVID-19 pandemic justified a *nine month* extension of discovery. The
12 representations having served their purpose, Front Sight now disregards them, seeking the in-person
13 depositions of Ms. Williams and Mr. Devine. The EB5 Parties are concerned about taking in
14 person depositions in two other states within the coming months when these third party witness
15 depositions could easily take place via video conference. Alternatively, the depositions should be
16 postponed if Front Sight is insistent about taking them in person (and in light of the recently
17 extended discovery schedule).

18 **II. STATEMENT OF FACTS**

19 Because Front Sight served written discovery on the EB5 Parties requesting the disclosure
20 and production of information regarding the EB-5 Investors and the EB5 Parties’ consultants and
21 foreign placement agents, including compensation—information that constituted the EB5 Parties’
22 trade secret and confidential information, and that would irreparably harm the EB5 Parties’
23 representation in the EB-5 industry should it be disclosed—the EB5 Parties moved for a protective
24 order on April 13, 2020. (Mot. for Protective Order, Apr. 13, 2020.) Within that Motion, the EB5
25 Parties sought a protective order preventing Front Sight from conducting *any* discovery on either the
26 EB-5 Investors (or potential EB-5 investors) or the EB5 Parties’ consultants and foreign placement
27 agents.

28 ///

1 On May 13, 2020, the Court granted the Motion as to the EB-5 Investors, finding that Front
2 Sight was not entitled to *any* discovery on either the EB-5 Investors or potential EB-5 Investors.
3 (See May 13, 2020 Hr’g Tr., excerpts of which are attached hereto as Exhibit A, at 131:17-18; *see*
4 *also* Court Mins, May 13, 2020, at pg. 2) However, the Court took the motion under advisement as
5 to the foreign placement agents and consultants in order to examine closely the legal authority
6 presented by the parties in comparison with Front Sight’s allegations in the complaint. (*See id.*) In
7 doing so, the Court expressed concern that all of the information sought about the foreign placement
8 agents may not be relevant to Front Sight’s claims in the case. (Ex. A. at 132:8-13) (“But the
9 investors appears to be fairly clear to me. However, when it comes to the consultants, potentially
10 there might be an area of inquiry that might be germane to the plaintiff’s misrepresentation-based
11 claims, so I want to take a look at that.”)

12 On July 6, 2020, the Court entered Findings of Fact and Conclusions of Law and Order,
13 ruling that “[t]he Investors’ identities and investment information are not germane to the claims and
14 defenses in this case.” (Findings of Fact and Conclusions of Law and Order Granting in Part and
15 Denying in Part Defs.’ Mot. for Prot. Order Re Discovery of Consultants’ and Individual Investors’
16 Confid. Info., June 30, 2020 (hereinafter, the “Order”), attached hereto as Exhibit B, at ¶ 5.) The
17 Court ultimately ruled that it would “not allow discovery as to the Investors.” (*Id.*)

18 The Court also ruled that only the “nature, history, and extent of the EB5 Parties’ prior
19 relationship with the Foreign Placement Consultants is relevant to Front Sight’s claims that the EB5
20 Parties’ misrepresented that it had a network of relationships for potentially sourcing EB-5
21 investors,” and that as a result it would allow only “*limited discovery* concerning the identities of the
22 EB5 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf
23 of the EB5 Parties, the timing of the formation of those business relationships, and the degree of
24 success those Foreign Placement Consultants achieved for the EB5 Parties in prior work.” (*Id.* at ¶
25 7.) (emphasis added).

26 The Court *did not* allow discovery on the Foreign Placement Consultants’ compensation – a
27 point Front Sight specifically raised in its Opposition to the Motion and requested discovery on. (*See*
28 *Opp.* at 18:7-12; *see also* Ex. A at 126:10-15; Order at ¶ 7.) In addition, the Court *did not* allow –

1 and Front Sight *did not* seek – discovery on any projects the Foreign Placement Consultants were
 2 involved in with the EB5 Parties after February 2014 (when the EB5 Parties agreed to market the
 3 Project). (*See* Opp. at 16:19-17:11; 18:20-19:2, arguing that the “identities of the Migration
 4 Consultants, their prior histories with Defendants (namely, specific jobs on which they worked), and
 5 their track record for success” alone was relevant to its fraud claims, emphasis added; *see also* Order
 6 at ¶ 7.)

7 On October 12, 2020, Front Sight issued two Notices of Intent to Issue Subpoena for
 8 Deposition and Production of Documents to Simone Williams, Esq.—who Front Sight is aware
 9 represents some of the EB-5 investors—and Ethan Devine—a former employee of EB5IA
 10 (collectively, the “Subpoenas”). (*See* Exhibits C and D, respectively.). In direct violation of the
 11 Court’s June 30, 2020 Order, Front Sight requests, via the Subpoenas, information about (and
 12 communications with) the EB-5 investors, potential EB-5 investors, and information about the
 13 foreign placement agents that goes beyond the limited scope of the Court’s Order. Specifically,
 14 Front Sight’s subpoena *duces tecum* to Ms. Williams includes the following requests:

- 15 • No. 8: Any and all documents related to your attempts to source EB-5 immigrant
 16 investors for the Front Sight Project;
- 17 • No. 9: Any and all communications related to your attempts to source EB-5
 18 immigrant investors for the Front Sight Project;
- 19 • No. 10: Any and all documents related to the Williams Global Law PLLC Pre-
 20 Marketing Agreement with EB5IC;
- 21 • No. 11: Describe your efforts undertaken pursuant to the Williams Global Law PLLC
 22 Pre-Marketing Agreement with EB5IC;
- 23 • No. 15: All communications and/or documents between you and Robert Dziubla
 24 regarding any project not related to the Front Sight Project that was anticipated to use
 25 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;
- 26 • No. 16: All communications and/or documents between you and Jon Fleming
 27 regarding any project not related to the Front Sight Project that was anticipated to use
 28 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;

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

- 1 • No. 17: All communications and/or documents between you and Linda Stanwood
- 2 regarding any project not related to the Front Sight Project that was anticipated to use
- 3 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;
- 4 • No. 18: All communications and/or documents between you and EB5IA regarding
- 5 any project not related to the Front Sight Project that was anticipated to use EB-5
- 6 funds and/or for which you sought to be retained to raise EB-5 funds;
- 7 • No. 19: All communications and/or documents between you and EB5IC regarding
- 8 any project not related to the Front Sight Project that was anticipated to use EB-5
- 9 funds and/or for which you sought to be retained to raise EB-5 funds;
- 10 • No. 20: All communications and/or documents between you and LVD Fund regarding
- 11 any project not related to the Front Sight Project that was anticipated to use EB-5
- 12 funds and/or for which you sought to be retained to raise EB-5 funds.

13 See Ex. C.

14 Front Sight’s subpoena *duces tecum* to Mr. Devine likewise includes the following similar
15 requests:

- 16 • No. 8: Any and all documents related to your attempts to source EB-5 immigrant
- 17 investors for the Front Sight Project, including but not limited to communications
- 18 with potential EB-5 immigrant investors and agents of potential EB-5 immigrant
- 19 investors;
- 20 • No. 9: Any and all communications related to your attempts to source EB-5
- 21 immigrant investors for the Front Sight Project, including but not limited to
- 22 communications with potential EB-5 immigrant investors and agents of potential EB-
- 23 5 immigrant investors;
- 24 • No. 11: Any and all expense and/or reimbursement reports related to your attempts to
- 25 source EB-5 immigrant investors for the Front Sight Project, including but not limited
- 26 to communications with potential EB-5 immigrant investors and agents of potential
- 27 EB-5 immigrant investors;

28 ///

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

- 1 • No. 12: Any communications between you and Kyle Scott pertaining to the Front
- 2 Sight Project;
- 3 • No. 13: Any communications between you and Sudhir Shah pertaining to the Front
- 4 Sight Project;
- 5 • No. 14: Any communications between you and LuRaphael Li³ pertaining to the Front
- 6 Sight Project;
- 7 • No. 16: All communications and/or documents between you and Robert Dziubla
- 8 regarding any project not related to the Front Sight Project that was anticipated to use
- 9 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;
- 10 • No. 17: All communications and/or documents between you and Jon Fleming
- 11 regarding any project not related to the Front Sight Project that was anticipated to use
- 12 EB-5 funds and/or for which you sought to be retained to raised EB-5 funds;
- 13 • No. 18: All communications and/or documents between you and Linda Stanwood
- 14 regarding any project not related to the Front Sight Project that was anticipated to use
- 15 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds;
- 16 • No. 19: All communications and/or documents between you and EB5IA regarding
- 17 any project not related to the Front Sight Project that was anticipated to use EB-5
- 18 funds and/or for which you sought to be retained to raise EB-5 funds;
- 19 • No. 20: All communications and/or documents between you and EB5IC regarding
- 20 any project not related to the Front Sight Project that was anticipated to use EB-5
- 21 funds and/or for which you sought to be retained to raise EB-5 funds;
- 22 • No. 21: All communications and/or documents between you and LVD Fund regarding
- 23 any project not related to the Front Sight Project that was anticipated to use EB-5
- 24 funds and/or for which you sought to be retained to raise EB-5 funds.

25 *See Ex. D.*

26 ///

27
28 ³ Kyle Scott, Sudhir Shah, and LuRaphael Li are Foreign Placement Consultants that EB5IA engaged to market the Front Sight Project to potential EB-5 investors.

1 Front Sight’s attempt to circumvent the Court’s Order (and the EB5 Parties’ prior
2 designations under the Protective Order) cannot be permitted. Thus, the EB5 Parties have been
3 forced to bring this Motion in order to ensure Front Sight complies with the June 30, 2020 Order.

4 **III. ARGUMENT**

5 **A. Legal Standard for a Protective Order.**

6 “Protective orders... are governed by NRC P 26(c)(2), which permits a district court, ‘for
7 good cause shown,’ to ‘protect a party ... from annoyance, embarrassment, oppression, or undue
8 burden or expense’” *Okada v. Eighth Jud. Dist. Ct.*, 131 Nev. 834, 840 (2015).

9 NRC P 26 states that:

10 “A party or any person from whom discovery is sought may move for
11 a protective order in the court where the action is pending--or as an
12 alternative on matters relating to an out-of-state deposition, in the
13 court for the judicial district where the deposition will be taken.... The
14 court may, for good cause, issue an order to protect a party or person
15 from annoyance, embarrassment, oppression, or undue burden or
16 expense, including one or more of the following:

17 (A) forbidding the disclosure or discovery;

18 (D) forbidding inquiry into certain matters, or limiting the scope of
19 disclosure or discovery to certain matters; and

20 (G) requiring that a trade secret or other confidential research,
21 development, or commercial information not be revealed or be
22 revealed only in a specified way; and”

23 NRC P 26(1).

24 The Court possesses “very broad discretion in fashioning [protective] orders. *See McDowell*
25 *v. Calderon*, 197 F.3d 1253, 1256 (9th Cir. 1999). Protective orders serve as a “safeguard for the
26 protection of parties and witnesses in view of the broad discovery rights authorized in Rule 26(b).”
27 *United States v. Columbia Broad Sys., Inc.*, 666 F.2d 364, 369 (9th Cir. 1982).

28 Although NRC P 26(b) is broad, it does not provide parties with a free pass to demand
irrelevant information. **“If the discovery sought is not relevant, the court should restrict
discovery by issuing a protective order.”** *Monte H. Greenawalt Revocable Tr. v. Brown*, No. 2:12-
CV-01983-LRH, 2013 WL 6844760, at* 3 (D. Nev. Dec. 19, 2013) (emphasis added); *see also*
Navel Orange Admin. Comm. v. Exeter Orange Co., 722 F.2d 449, 454 (9th Cir. 1983) (affirming

1 issuance of a protective order precluding discovery of irrelevant information).

2 **B. Front Sight Cannot Be Permitted to Circumvent the Court’s Order By Seeking**
3 **Information about the EB-5 Investors From Third Parties.**

4 On June 30, 2020, this Court entered its Order finding that “[t]he Investors’ identities and
5 investment information are not germane to the claims and defense in this case. Therefore, pursuant
6 to NRCP 26(c)(1)(A), *the Court will not allow discovery as to the Investors.*” (Order, at ¶ 5
7 (emphasis added).) Front Sight attempts to sidestep this clear mandate from the Court by seeking to
8 obtain from third parties information that the Court already prohibited when Front Sight sought to
9 obtain it directly from the EB5 Parties.

10 Requests No. 8, 9, and 11 to Mr. Devine all seek information that includes “**communications**
11 **with potential EB-5 immigrant investors and agents of potential EB-5 immigrant investors.**”
12 Likewise, requests Nos. 8-9 to Ms. Williams seek information relating to her efforts to source EB-5
13 investors for the Project.

14 Front Sight issued these requests in *in direct violation of the Court’s Order*. The Court has
15 already ruled that information pertaining to the Investors is not relevant and not subject to discovery.
16 Accordingly, in making these requests, Front Sight cannot be seeking the information for proper
17 purposes. Rather, it seeks this information to harass the both the EB5 Parties and the subpoenaed
18 parties (one of which is a former employee of EB5IA and the other who serves as counsel for many
19 of the EB-5 investors).

20 Furthermore, the requests to Ms. Williams seek documents and communications that are
21 plainly protected by the attorney-client privilege and/or work product doctrine. Ms. Williams serves
22 as EB-5 counsel for several of the Indian EB-5 Investors who committed to the Front Sight Project.
23 (Declaration of Robert W. Dziubla, attached hereto as Exhibit E, at ¶ 6-7.) The EB5 Parties expect
24 that Ms. Williams will object to Front Sight’s requests because such information is protected by the
25 attorney-client privilege.

26 Put simply, Front Sight should not be allowed to openly flout and circumvent the Court’s
27 Order. The Court should prohibit the requests that relate to EB-5 investors and potential EB-5
28 investors in their entirety.

1 **C. Front Sight’s Requests Regarding the Foreign Placement Consultants Must Be**
 2 **Limited Consistent with the Court’s Order.**

3 This Court has already ruled that only limited discovery on the Foreign Placement
 4 Consultants may be allowed in this case. Specifically, the Court ruled that only the “nature, history,
 5 and extent of the EB5 Parties’ *prior* relationship with the Foreign Placement Consultants is relevant
 6 to Front Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for
 7 potentially sourcing EB-5 investors,” and that as a result it would allow only “***limited discovery***
 8 concerning the *identities* of the EB5 Parties’ Foreign Placement Consultants, the *prior work these*
 9 *consultants performed on behalf of the EB5 Parties*, the *timing of the formation of those business*
 10 *relationships*, and the *degree of success those Foreign Placement Consultants achieved for the*
 11 *EB5 Parties in prior work.*” (Order at ¶ 7.) (emphasis added). The Court already rejected Front
 12 Sight’s request to conduct discovery on the Foreign Placement Consultants’ compensation. (*See id.*
 13 at ¶ 7.) Yet, Front Sight’s Subpoenas seek information well beyond the scope of the limitations
 14 imposed by the Court.

15 Specifically, the following requests to Ms. Williams are beyond the scope of the Court’s
 16 Order:

- 17 • Request Nos. 1-6 all seek communications between Ms. Williams and the EB5 Parties
 18 “related to the Front Sight Project.” These Requests, as written, would seek the
 19 disclosure of Ms. Williams’ compensation (if any) for her work as a Foreign
 20 Placement Consultant marketing the Project to EB-5 Investors and may include
 21 communications between Ms. Williams and EB-5 Investors or potential EB-5
 22 Investors which were subsequently sent to the EB5 Parties;
- 23 • Request No. 7 similarly seeks the production of all documents in Ms. Williams’
 24 control related to the Front Sight Project which would include her Foreign Placement
 25 Consultant Agreement (if any), documents exchanged with EB-5 Investors and
 26 potential EB-5 Investors (including any EB-5 Investors she may have, or currently,
 27 represent), and details of her efforts to market the Project to potential EB-5 Investors;
- 28 • Request Nos. 8 and 9 seeks the production of any and all documents and/or

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

- 1 communications “related to [Ms. Williams’] attempts to source EB-5 immigrant
2 investors for the Front Sight Project” which, on its face, clearly violates the Court’s
3 Order;
- 4 • Request No. 10 calls for the production of Ms. Williams’ Foreign Placement
5 Consultant Agreement (if any) and all related documents;
 - 6 • Request Nos. 12-14 seek communications between Ms. Williams and other Foreign
7 Placement Consultants about the Front Sight Project which would necessarily include
8 details of their attempts to market the Project, information about EB-5 investors, and
9 possibly details about Ms. Williams current client; and
 - 10 • Request Nos. 15-20 seek the disclosure of communications and/or documents
11 between Ms. Williams and EB5 Parties related to other EB-5 projects other than the
12 Front Sight Project but is not limited to any projects prior to February 2013 as
13 required by the Court’s Order.

14 These requests are not limited pursuant to the Court’s Order. Instead, Front Sight’s subpoena
15 seeks prohibited information for the purpose of harassing Ms. Williams and the EB5 Parties.

16 Front Sight’s Subpoena to Mr. Devine likewise seeks information beyond the limited scope
17 permitted by the Court and seeks the production of irrelevant information. Mr. Devine was not a
18 consultant or Foreign Placement Consultant. Mr. Devine was an employee of EB5IA and was hired
19 specifically for the purpose of marketing the Front Sight Project. Mr. Devine’s only involvement
20 with the EB5 Parties was to market the Front Sight Project and ultimately, EB5IA was forced to let
21 Mr. Devine go because Front Sight refused to pay for additional marketing (which would have
22 covered Mr. Devine’s salary). Mr. Devine’s involvement with other EB-5 projects for any purpose
23 other than establishing his credentials is irrelevant. Front Sight has no reasonable basis for seeking
24 this information.

25 Put simply, Front Sight’s requests are irrelevant, improper, and made contrary to the Court’s
26 Order. Thus, the Court should prohibit these requests in their entirety or, at minimum, modify them
27 to only allow the limited information permitted by this Court’s June 30, 2020 Order.

28 ///

1 **D. Front Sight’s Requests Regarding the Foreign Placement Consultants Must Be**
 2 **Limited Consistent with the Court’s Order.**

3 To the extent any of Front Sight’s requests are allowed to stand (or are limited consistent
 4 with the Court’s June 30, 2020 Order), Front Sight must also be compelled to produce the
 5 information consistent with the Protective Order entered by this Court on November 26, 2018.
 6 Unfortunately this request is necessary because it appears that Front Sight has propounded the
 7 Subpoenas solely to get around the EB5 Parties’ designation of the same material (but limited
 8 consistent with the Court’s June 30, 2020 Order) as “Outside Counsel Eyes Only.”

9 As this Court will recall, when it chose to allow limited discovery on Foreign Placement
 10 Consultants, it did so, in large part, because of Front Sight’s representation that the Protective Order
 11 already in place was sufficient to protect the information that they sought through discovery. Front
 12 Sight persuaded the Court that if the EB5 Parties were required to produce information pertaining to
 13 its relationships with Foreign Placement Consultants (information that the EB5 Parties maintain is
 14 highly confidential and constitutes trade secrets), the EB5 Parties could simply designate the
 15 documents as “Outside Counsel Eyes Only,” to protect the information from unwarranted
 16 dissemination or improper use. Specifically, Front Sight argued:

17 The gravamen of Defendants’ request for a protective order for their
 18 alleged trade secrets [related to EB5 Investors and the Foreign
 19 Placement Consultants] is to protect unauthorized disclosure thereof to
 20 LVDF’s competitors and to prevent improper use by Ignatius Piazza,
 21 specifically, or Front Sight generally. If these are the genuine
 22 concerns of Defendants, then [the Protective Order] contains sufficient
 23 requirements to safeguard Defendants’ alleged trade secrets.
 24 *Designation of the information sought by Front Sight as **Outside***
 25 ***Counsel Eye Only** material would prevent the disclosure of alleged*
 26 *trade secrets to competitors. It would further prevent any claimed*
 27 *misuse by Dr. Piazza or any other officer or employee of Front Sight*
 28 *because those persons would never gain access to the information.*

Should this Court deem further protections in addition to the
 provisions of the Protective Order are necessary to safeguard
 Defendants’ alleged trade secrets, ***Front Sight will comply with the***
Court’s orders.

(Opp., 23:5–11 (emphasis added) (internal citations omitted).) In addition, Front Sight promised that
 it “would agree to seek leave of the Court ***before issuing subpoenas*** or seeking to contact any
 investor or consultant disclosed to Front Sight.” (*Id.* at 23:14-16.)

1 At the hearing on the EB5 Parties’ previous Motion for Protective Order, the EB5 Parties
 2 reiterated that if the Court was so inclined to allow *any* discovery on the Foreign Placement
 3 Consultants that they be able to designate the information as “Outside Counsel Eyes Only” to avoid
 4 disclosure to Front Sight. (Ex. A at 124:25-125:8). Front Sight did not object to the EB5 Parties’
 5 expressed intent to designate all information related to the Foreign Placement Consultants and EB-5
 6 Investors as “Outside Counsel Eyes Only” but rather, reiterated its promise to comply with the
 7 Protective Order. (*Id.* at 127:7-12) (“And, again, there is already a protective order in place, so we
 8 go ahead with this information We will abide by the protective order because it’s court
 9 ordered.”)

10 In reliance on Front Sight’s invitation to disclose information about the Foreign Placement
 11 Consultants as “Outside Counsel Eyes Only” and in reliance on Front Sight’s guarantees of
 12 adherence to the protective order, the EB5 Parties subsequently produced thousands of
 13 communications and documents related to the identities of the EB5 Parties’ Foreign Placement
 14 Consultants, the prior work these consultants performed on behalf of the EB5 Parties, the timing of
 15 the formation of those business relationships, and the degree of success those Foreign Placement
 16 Consultants achieved for the EB5 Parties in prior work. They clearly designated that information as
 17 “Outside Counsel Eyes Only” pursuant to the Protective Order. (*See* Declaration of Andrea M.
 18 Champion, attached hereto as Exhibit F, at ¶ 3-7.)

19 However, since receiving these documents, Front Sight has sent numerous letters *disputing*
 20 the confidential designations. (*Id.* at ¶ 8-9.) Front Sight has no reason to dispute the EB5 Parties’
 21 designation unless it seeks to use the information contained therein for an improper purpose. Indeed,
 22 the EB5 Parties have long feared that if Front Sight were to receive the contact information and
 23 payment details for their Foreign Placement Consultants, Front Sight would contact them and either
 24 attempt to source investors outside of a USCIS licensed regional center *or* disparage the EB5 Parties
 25 and destroy their business relationships. Front Sight is well-aware of these concerns.⁴

26 _____
 27 ⁴ As addressed in Defendants’ prior Motion for Protective Order, Front Sight has already demonstrated its intent
 28 to harass the Placement Consultants and Investors. Front Sight previously used what little information it had available to
 it to contact two agents in an effort to tarnish the EB5 Parties by providing the agents with bogus criminal actions against
 Mr. Dziubla in Nye County—an action that was instigated by Front Sight and subsequently dismissed. The EB5 parties
 were (and continued to be) justifiably concerned that Front Sight (and specifically Mr. Piazza) will contact the EB-5

1 Now, apparently unhappy with the very designation by the EB5 Parties that Front Sight
 2 previously suggested, Front Sight seeks the same information (in addition to the overly broad
 3 requests addressed above) from third parties. In doing so, Front Sight is attempting to strip the EB5
 4 Parties' trade secret and confidential information of its safeguards and is violating the very promises
 5 it made to this Court (including its promise to seek leave of the Court before issuing any such
 6 subpoenas). Therefore, to the extent the Court determines that any of the requests in the Subpoenas
 7 may be allowed (which they should not), then an order is necessary to compel Front Sight to
 8 designate any documents and/or information received pursuant to the Subpoenas as "Outside
 9 Counsel Eyes Only."⁵

10 **E. Front Sight Cannot Issue Interrogatories to Third Parties**

11 But Front Sight's Subpoenas do not just stop at seeking the production of documents well
 12 beyond the Court's June 30, 2020 Order. Front Sight apparently (and mistakenly) believes it can
 13 propound interrogatories on third parties. It cannot. *See Ward v. Empire Vision Ctrs., Inc.*, 262
 14 F.R.D. 256, 261 (W.D.N.Y. 2009) ("[T]he federal rules provide that interrogatories may only be
 15 served upon parties to the lawsuit.") (citing Fed. R. Civ. P. 33 ("a party may serve on any other
 16 party no more than 25 written interrogatories")); *Chiquita Fresh N. Am., LLC v. Long Island Banana*
 17 *Corp.*, No. 14-982 (ADS) (AKT), 2018 U.S. Dist. LEXIS 34763, at * 6 (E.D.N.Y. Sept. 28, 2018)
 18 ("As indicated by the text of Rules 33 and 34, the discovery devices available under those rules are
 19 'reserved for party to party production.' As such, '[a]ny interrogatories or requests for production
 20 served on non-parties are a nullity.") (internal quotations omitted).⁶

21 ///

22
 23 investors and harass the Foreign Placement Agents. (*See* Mot. for Prot. Order, filed Apr. 13, 2020, at 12-13.)

24 ⁵ Although the bulk of this Motion addresses Front Sight's subpoena *duces tecum* and the requests contained
 25 therein, the Subpoenas also call for the depositions of Ms. Williams and Mr. Devine and the EB5 Parties would
 26 anticipate that Front Sight intends to cover the same ground as the requests in their depositions of the third party
 witnesses. Therefore, any order entered by this Court should extend to Ms. Williams and Mr. Devine's deposition
 testimony as well.

27 ⁶ "Federal cases interpreting the Federal Rules of Civil Procedure 'are strong persuasive authority, because the
 Nevada Rules of Civil Procedure are based in large part upon their federal counterparts.'" *Exec. Mgmt. v. Ticor Title Ins.*
 28 *Co.*, 18 Nev. 46, 53, 38 P.3d 872, 876 (2002) (quoting *Novelty v. Fernandez*, 106 Nev. 113, 119, 787 P.2d 772, 776
 (1990)).

1 Front Sight’s Request No. 11 to Ms. Williams asks her to “Describe your efforts undertaken
 2 pursuant to the Williams Global Law PLLC Pre-Marketing Agreement with EB5IC.” Ms. Williams
 3 is not a party to this action. She is not required to create documents, nor is she required to answer
 4 questions in responding to a subpoena *duces tecum*. *See id.* This request is improper and must be
 5 quashed.

6 **F. The Third Party Depositions Noticed by Front Sight Should be Held Via Zoom**
 7 **or Delayed to Avoid Unnecessary Travel Across the United States.**

8 Finally, it bears noting that Front Sight noticed Ms. Williams’ deposition for December 17,
 9 2020, and Mr. Devine’s for December 10, 2020. Neither deposition will take place in Nevada,
 10 requiring the parties and their counsel travel, twice.⁷ While Front Sight provided Ms. Williams with
 11 the option to vacate the deposition if she provides documents responsive to the subpoena *duces*
 12 *tecum* by December 11, 2020, (*see* Ex. C at pg. 2), Front Sight has *not* provided Mr. Devine with the
 13 same option. (*See* Ex. D at pg. 2.)

14 The EB5 Parties do not intend to tell Front Sight how to litigate this case. However, the EB5
 15 Parties are reasonably concerned about having to travel, twice, across the Country in the midst of the
 16 continuing COVID-19 pandemic. Moreover, the EB5 Parties are reasonably concerned that these
 17 will be only the first of many in person depositions Front Sight intends to notice and if Front Sight is
 18 allowed to notice EB-5 investor and Foreign Placement Agent depositions (which it should not),
 19 then there is a real possibility that Front Sight will seek to require the parties to continue to travel to
 20 depositions both domestically and internationally in the very near future.

21 Front Sight just recently moved for a nine month extension of discovery, emphasizing,
 22 among other things, concerns regarding COVID-19, consistent with those expressed by the Court,
 23 and about the parties’ ability to complete discovery during the ongoing pandemic. However,
 24 immediately after the Court granted Front Sight’s request—Front Sight noticed two in person third
 25 party depositions. Such hypocrisy should not be countenanced. The EB5 Parties do not wish to
 26 subject themselves to unnecessary risk by having to travel across the United States for depositions

27 _____
 28 ⁷ Ms. Williams’ deposition is noticed to be taken in Washington D.C. and Mr. Devine’s deposition is noticed to
 be taken in San Diego, California five days later.

1 that can be taken via Zoom or delayed (since they cannot be held in Nevada). For this reason, the
2 EB5 Parties request that the Court either require Front Sight to proceed with these depositions via
3 video conferencing or delay them until the parties and their counsel can safely travel.

4 **IV. THE CONCLUSION**

5 Front Sight’s Subpoenas to Ms. Williams and Mr. Devine far exceed the boundaries of
6 NRCF 26, the requirements of this case, and this Court’s June 30, 2020 Order. Accordingly, the
7 EB5 Parties request that the Court quash or modify the Subpoenas as set forth above. The EB5
8 Parties further move this Court to preclude Front Sight from continuing with in person depositions of
9 Ms. Williams, Mr. Devine, and any other witnesses Front Sight chooses to depose until in person
10 depositions can safely resume.

11 DATED this 19th day of October, 2020.

12 BAILEY ❖ KENNEDY

13
14 By: /s/ Andrea M. Champion
15 JOHN R. BAILEY
16 JOSHUA M. DICKEY
17 ANDREA M. CHAMPION

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

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

AMENDED CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 20th day of October, 2020, service of the foregoing **THE EB5 PARTIES’ MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENAS TO SIMONE WILLIAMS AND ETHAN DEVINE** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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

Email: jaldrich@johnaldrichlawfirm.com

Attorneys for Plaintiff/Counterdefendants
FRONT SIGHT MANAGEMENT, LLC;
IGNATIUS A. PIAZZA II; JENNIFER
PIAZZA; VNV DYNASTY TRUST I;
VNV DYNASTY TRUST II; MICHAEL
MEACHER; TOP RANK BUILDERS
INC.; ALL AMERICAN CONCRETE &
MASONRY INC.; MORALES
CONSTRUCTION, INC.; AND EFRAIN
RENE MORALES-MORENO

/s/ Angelique Mattox
Employee of BAILEY ❖ KENNEDY

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

EXHIBIT A

1 CASE NO. A-18-781084-B

2 DOCKET U

3 DEPT. XVI

4

5

6

DISTRICT COURT

7

CLARK COUNTY, NEVADA

8

* * * * *

9

FRONT SIGHT MANAGEMENT LLC,)

10

Plaintiff,)

11

vs.)

12

LAS VEGAS DEVELOPMENT FUND LLC,)

13

Defendant.)

14

15

REPORTER'S TRANSCRIPT

16

OF
MOTION

17

(TELEPHONIC HEARING)

18

19

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

20

DISTRICT COURT JUDGE

21

22

DATED WEDNESDAY, MAY 13, 2020

23

24

25

REPORTED BY: PEGGY ISOM, RMR, NV CCR #541

1 APPEARANCES :

2 (PURSUANT TO ADMINISTRATIVE ORDER 20-10, ALL MATTERS IN
3 DEPARTMENT 16 ARE BEING HEARD VIA TELEPHONIC
4 APPEARANCE)

5 FOR THE DEFENDANT :

6 PRO HAC VICE :

7 GREER & ASSOCIATES
8 BY: KEITH GREER, ESQ.
9 17150 VIA DEL CAMPO
10 SUITE 100
11 SAN DIEGO, CA 92127
12 (858) 613-6677
13 (858) 613-6680 Fax
14 KEITH.GREER@GREERLAW.BIZ
15

16
17 BAILEY KENNEDY
18 BY: JOHN BAILEY, ESQ.
19 BY: ANDREA CHAMPION, ESQ.
20 8984 SPANISH RIDGE AVENUE
21 LAS VEGAS, NV 89148
22 (702) 562-8820
23 (702) 562-8821
24 JBAILEY@BAILEYKENNEDY.COM
25

1 APPEARANCES CONTINUED:

2

FARMER, CASE & FEDOR

3

BY: KATHRYN HOLBERT, ESQ.

4

2510 WIGWAM PARKWAY

5

SUITE 206

6

HENDERSON, NV 89074

7

(702) 579-3900

8

KHOLBERT@FARMERCASE.COM

9

10

11 FOR THE PLAINTIFF:

12

ALDRICH LAW FIRM

13

BY: JOHN ALDRICH, ESQ.

14

1601 SOUTH RAINBOW AVENUE

15

SUITE 160

16

LAS VEGAS, NV 89146

17

(702) 853-5490

18

(702) 227-1975 Fax

19

JALDRICH@JOHNALDRICHLAWFIRM.COM

20

21

22

* * * * *

23

24

25

04:06:21 1 evidentiary hearing.

2 THE COURT: All right. Well, we'll save that
3 for last.

4 MS. CHAMPION: Okay.

04:06:27 5 THE COURT: Okay.

6 MS. CHAMPION: So the motion for protective
7 order is really intended to preclude and protect the
8 disclosure of information about the EB5 investors and
9 Las Vegas Development Fund foreign placement

04:06:43 10 consultants.

11 And it's important to understand --

12 THE COURT: And, ma'am, can you say that one
13 more time, please, because the court reporter --

14 MS. CHAMPION: Sir?

04:06:51 15 THE COURT: -- did not get that.

16 MS. CHAMPION: So let me start over.

17 So we are seeking today a protective order to
18 preclude the disclosure of information about the EB5
19 investors as well as Las Vegas Development Fund foreign
04:07:06 20 placement consultant.

21 And that would include their main contact
22 information, financial information. This information
23 has been requested from Front Sight both through
24 request for production of documents and through

04:07:22 25 interrogatories and then as well as in their opposition

04:07:28 1 to the motion to compel that was heard prior to lunch
2 today, one of the things Front Sight had requested
3 which your Honor did not grant is to make us turn over
4 the IA29 petition which would include the similar
04:07:44 5 information.

6 I think contextually it's important to know
7 that the EB5 investors are investors in Las Vegas
8 Development Fund, not Front Sight.

9 And, similarly, the foreign placement
04:07:57 10 consultants were hired by Las Vegas Development Fund to
11 promote and get investments into Las Vegas Development
12 Fund, not Front Sight.

13 It's also important to know in the context of
14 this case and what we're talking about is that Las
04:08:11 15 Vegas Development Fund is contractually required to
16 keep this information confidential.

17 Specifically, the agreements between Las Vegas
18 Development Fund and the foreign placement consultant
19 requires that marketing plans, investors and contact
04:08:31 20 information, these entities of potential and actual
21 investors, costs, profit, and other financial data are
22 all kept confidential and were specifically designed to
23 protect that information from third parties, which
24 would include Las Vegas Development Fund competitors
04:08:50 25 and Front Sight.

04:08:53 1 There is a two-step process for determining
2 whether a protective order should be issued for a trade
3 secret. And the first is that Las Vegas Development
4 Fund has to make a prima facie showing that the
04:09:05 5 information is a trade secret; and then once we meet
6 that burden, the burden shifts to the party seeking
7 disclosures -- in this case Front Sight -- to establish
8 that the information is necessary for a fair
9 adjudication of their claims.

04:09:21 10 And it's important that they have to
11 demonstrate the lack of the trade secret information
12 will result in an unjust result, not just a mere
13 possible threat of injustice or general unfairness.
14 It's a pretty high burden.

04:09:39 15 And so, you know, I think I'm really
16 (indiscernible) sufficiently address the information
17 sought is a trade secret. It is certainly kept
18 confidential.

04:09:54 19 I know that one of Front Sight's points in
20 opposition is that the information about the investors
21 has already been disseminated or provided to USCIS.
22 That is actually not the case. The EB5 investors have
23 their own reporting obligations to the federal
24 government separate and apart from my client's

04:10:17 25 reporting obligations. And Las Vegas Development Fund

04:10:19 1 and the EB5 parties have never disclosed their
2 investors even to the federal government.

3 And, likewise, under the contractual
4 agreements with the consultants, the consultants have
04:10:31 5 been kept as confidential.

6 And so we certainly meet that portion of the
7 trade secret test.

8 In addition, you know, as Front Sight concedes
9 in their opposition, the consultants certainly bring an
04:10:49 10 economic benefit to Las Vegas Development Fund. And
11 certainly the investors, while they may not invest in
12 another EB5 investment project, there is nothing
13 precluding them after having built this relationship
14 with the defendants to invest in other business

04:11:09 15 opportunities with the defendants. So under both
16 prongs of the trade secret test, we've met our prima
17 facie showing and, therefore, the burden shifts to
18 Front Sight to demonstrate the information that is
19 necessary for a fair adjudication of the claim.

04:11:27 20 And we filed a case from Illinois on page 9
21 and 10 of our reply that I think is just really
22 instructive and helpful here. It's CMB Export LLC
23 versus Atteberry. It's a case out of Illinois. And
24 what's interesting about that case is that the

04:11:47 25 plaintiff was a EB5 regional center that had employed

04:11:53 1 the defendant, Ms. Atteberry.

2 And after Ms. Atteberry left her employment,
3 she went to a different regional center to do EB5
4 fundraising. And the plaintiff, the regional center,
04:12:09 5 brought allegations of stolen trade secrets.

6 They sought through discovery the same type of
7 information that Front Sight is seeking here which
8 would include investment and consultant information.

9 And initially the magistrate judge permitted
04:12:32 10 the discovery but then ruled in the defendant's favor
11 on a motion for reconsideration.

12 And that decision was later appealed to the
13 district court, and the district court affirmed,
14 finding that the magistrate order was appropriately
04:12:50 15 intended to protect the proprietary trade secret
16 information. And what's most notable is that even
17 though the plaintiffs argue that the information sought
18 about, you know, the defendant's subsequent investors
19 and consultants would be relevant to show whether she
04:13:08 20 took the plaintiff's trade secret information by
21 utilizing or contacting the regional center's own
22 consultants, investors, the magistrate found and the
23 district court affirmed the plaintiff had failed to
24 make a specific showing of injustice.

04:13:28 25 Front Sight hasn't made that showing here.

04:13:32 1 They certainly claim that this information is relevant
2 to their claims. We disagree. Front Sight does not
3 need the investor and consultant information to prove
4 its case against Las Vegas Development Fund. In fact,
04:13:48 5 the fraudulent inducement claim is really premised on
6 defendants' alleged misrepresentations about their
7 experience in EB5 raises, how much they could raise,
8 how quickly they can raise it. But who actually later
9 invested is completely irrelevant for that
04:14:07 10 determination and certainly will not lead to an unjust
11 result here.

12 The other arguments that Front Sight makes in
13 its opposition or waiver argument, they've argued that
14 we were required to file our motion for protective
04:14:23 15 order at the same time that we responded to the request
16 for production of documents, and that is just not the
17 law in Nevada. NRCPC only requires that a party object
18 or bring a motion for protective order. And, in fact,
19 you know, when Front Sight brought its prior motion to
04:14:46 20 compel, your Honor reserved this privilege issue for
21 another day and required that the defendants bring a
22 motion for protective order, a separate, stand-alone
23 motion for protective order by a particular date, and
24 we've done that in compliance with that order. So
04:15:03 25 there is no waiver by not bringing an earlier motion

04:15:07 1 for protective order.

2 The second argument of waiver that Front Sight
3 makes is that we have waived our objection to the
4 information because the investor documents were listed
04:15:20 5 on an initial privilege log which was served in early
6 February of this year, but then when the defendant
7 served an amended log a couple weeks later, the
8 investor documents were not on that log. And we
9 addressed that in our reply, but essentially it was a
04:15:37 10 mistake.

11 You'll see on the second privilege log that
12 there is -- there's actually a line of where the
13 investor information should have been because it's the
14 last entry on the privilege log. And it's there. It's
04:15:50 15 just empty. And for whatever reason, it just didn't
16 get copied over. And it's -- unfortunately mistakes
17 happen in discovery. That's why, when a party produces
18 inadvertently privileged material, they have a right to
19 claw back those materials. And we certainly think
04:16:08 20 that, you know, if you can claw back materials, there
21 is no reason that an inadvertent omission from a
22 privilege log should work here to waive our privilege
23 objection for our objection to the disclosure of this
24 information certainly because it is not relevant to the
04:16:29 25 claims as well.

04:16:30 1 And I think unless the Court has any questions
2 for me, that is our position.

3 THE COURT: Thank you, ma'am.

4 Mr. Aldrich, sir.

04:16:44 5 MR. ALDRICH: Thank you, your Honor. All
6 right. You know, this motion for protective order
7 highlights a little bit even more some of my
8 frustration as I try to gather information in discovery
9 in this case.

04:17:02 10 So I'm going to start by going back to
11 something I've already discussed a little bit today,
12 but that is the Court's ruling from March 6th of 2020
13 was listed in the order just filed March 25th. That's
14 the order where the Court granted the motion to compel
04:17:25 15 again and was very specific about what was required.

16 The five defendants who have not responded to
17 the -- or not provided adequate responses to the
18 request for production of documents were told that they
19 shall provide supplemental responses with particularity
04:17:49 20 without boilerplate objections and addressing all the
21 requests by March 30th of 2020.

22 Now, Las Vegas Development Fund was ordered to
23 do the same thing. They were ordered to provide
24 additional supplemental responses with particularity
04:18:07 25 without boilerplate objections addressing all of their

04:18:11 1
2
3
4
04:18:20 5
6
7
8
9
04:18:51 10
11
12
13
14
04:19:12 15
16
17
18
19
04:19:29 20
21
22
23
24
04:19:51 25

requests.
And then here's the significant -- most significant part of this motion: It's further ordered that if defendants fail to provide a response, a response, or documents by asserting any privilege, including regarding investor documents, which is what this is about, and attorney invoices, defendants shall identify all allegedly privileged documents -- and here's another important part from the order -- in a privilege log that complies with Nevada law and shall file their motion for protective order no later than March 30, 2020. And then another important part: Or otherwise the privilege -- then there is a parentheses with an S -- is waived.

Now, that's the background -- I mean, before I go to the background, we entered into a stipulation that the deadline move from March 30th to April 13th. So defendants got an extra two weeks to do what they were ordered to do.

Now, that's the background that this motion for protective order comes up in.

Now, the motion for protective order is limited, as Ms. Champion said, to us receiving information about the investors and identifying information, financial information, those types of

04:19:55 1 things, and the foreign placement consultants. And
2 that's it. That's all this is about.

3 It's not about all the other stuff we were
4 asking for. And so it is a limited request for a
04:20:12 5 protective order.

6 Now, I was looking at, you know, what we had
7 asked and what the responses were. And so I found
8 Request for Production 139 to Las Vegas Development
9 Fund, and we did ask for very specific information. We

04:20:31 10 asked for the identity of the person or entity
11 involved, the address of the person or entity
12 investing, the country of origin of the person or
13 entity investing, contact information for the agent of
14 the EB5 investor, the date of the transaction, the
04:20:49 15 amount of the investment, the source of the funds for
16 the investment, the current immigration status of the
17 EB5 investor, and the current status of the investment.

18 Now, all of those things are relevant, which
19 I'll get to in a minute. And they're also not
04:21:09 20 privileged. But even more than that, there's nothing
21 in the privilege log that identifies those documents as
22 deemed privileged or what those applies.

23 Now, there are -- there have been two
24 privilege logs. They're attached to my oppositions.

04:21:31 25 The first ones -- and I'll just look at these -- is

04:21:38 1 Exhibit 1. I'm sorry. Yes. Exhibit 1 to my
2 opposition.

3 And I point that out for the Court so the
4 Court can take a look at it. This is a grossly
04:21:52 5 insufficient privilege log. I do note that the last
6 entry is investor files.

7 We identified privilege over there on the very
8 last entry, far right, page 6 of that first privilege
9 log. It says "AC/PI." If the Court looks back a
04:22:14 10 couple of pages to page 2, there's a -- what I call a
11 key, and PI equals privileged information, no specified
12 privilege; AC equals attorney-client privilege.

13 Exhibit 2 is my email to Mr. Greer and
14 Ms. Holbert explaining that it's a deficient privilege
04:22:38 15 log and outlining what needs to be included in a
16 privilege log under Nevada law.

17 Exhibit 3 is defendant's second privilege log
18 which was served February 26 electronically. It's
19 stamped as Exhibit 3 to my opposition. And, again, it
04:23:02 20 is not compliant.

21 Now, just to point this out, Ms. Champion made
22 reference to this, but if the Court looks at the -- the
23 pages are not numbered, but it is the page just in
24 front of the certificate of service, there is a blank
04:23:20 25 at the bottom, that that is what they're saying now was

04:23:26 1 a mistake and that these documents were left off.
2 So we walked through twice -- I'm sorry. I
3 forgot to mention, looking at Exhibit 4 of my
4 opposition is my office's March 13th letter. In that
04:23:46 5 letter I note that the privilege log is still deficient
6 in many ways.

7 On page 2, it's the first full paragraph
8 before I start the numbered items going through them, I
9 actually say, "We provide this letter now so you are
04:24:03 10 aware of Front Sight's position as we anticipate the
11 privilege log will continue to be a topic of discussion
12 even when defendants supplement their responses on
13 March 30, 2020. For your convenience, we've identified
14 the following deficiencies with defendants' privilege
04:24:20 15 log."

16 And then that goes on for many pages. And
17 ultimately it goes on to page 11 as we have laid out
18 all the deficiencies in that privilege log.

19 Now, pursuant to the Court's March 25th order,
04:24:40 20 the defendants have waived any privilege issues because
21 the defendants were ordered to identify all allegedly
22 privileged documents on a privilege log that complies
23 with Nevada law.

24 That hearing was on March 6. The second
04:24:56 25 privilege log was February 26 for that.

04:25:00 1 We provided guidance, whatever you want to
2 call it, as to what the privilege log needs to be.
3 And so that becomes very significant.
4 Now, we have taken some issue with the
04:25:15 5 timeliness of the motion for protective order. I'm not
6 going to spend a whole lot of time on that other than
7 to say I think it should have been brought sooner. But
8 it doesn't really matter, because the Court can deny
9 this motion on the merits.

04:25:29 10 The investor and agent information we don't
11 believe is a privilege. It's not privileged, nor is it
12 a trade secret. Again, goes back to the second
13 privilege log from February 26 is not on there. When
14 you go back to the first privilege log, it identifies
04:25:49 15 that it's "privileged information and attorney-client
16 privilege." It's clearly not attorney-client
17 privilege. It's not a communication. It's who they
18 are and what they've done and what their information
19 is. That is all factual information. And then you
04:26:05 20 cannot just say it's privileged. And there's no trade
21 secret designation or anything else even on the first
22 privilege log. And, again, on the second privilege log
23 there is nothing.

24 Mr. Dziubla provided the declaration in
04:26:20 25 support of the motion where he says that he "considered

04:26:27 1 the identity and specific arrangements of the agents to
2 be a trade secret." It's conclusory. There's no
3 specifics about how that applies. He also claims that
4 LVDF derives independent economic value from not being
04:26:48 5 generally known to the public. Again, no facts. No
6 law to support that.

7 The investors disclose their identity to the
8 USCIS.

9 Now, defendants have taken some issue and --
04:27:02 10 and said in their reply in particular that they do not
11 disclose information to the USCIS. Ms. Champion did
12 concede when she was talking -- and I don't think it's
13 really in dispute -- that the investors disclose that
14 information to USCIS even if LVDF doesn't.

04:27:25 15 And so the investors have to provide annual
16 updates to USCIS, the LVDF does. And so there's
17 nothing here that shows there's some sort of trade
18 secret here.

19 The other thing is that this protective order
04:27:42 20 is defendants asking the Court to preclude discovery.
21 There's already a protective order in place.

22 And we've had some discussion about that today
23 and our concerns about how the defendants behaved with
24 regard to the protective order. But one of the things
04:28:05 25 we pointed out in our opposition at page 9 relates

04:28:10 1 specifically to trade secrets. NRS 600(A).070 provides
2 that courts can protect trade secrets in the following
3 ways. There are seven ways. I'm going to actually
4 just point out four of them. One, granting a
04:28:24 5 protective order. There isn't a protective order.

6 No. 5, allowing the owner of trade secrets to
7 obtain the signed confidentiality agreement before
8 disclosure of the trade secret. There is already a
9 protective order, but we can do something with that,
04:28:38 10 sign a confidentiality agreement as well.

11 6, is order anyone in possession of written
12 documents containing trade secrets to return them to
13 the owner of the trade secret.

14 And 7, order any new parties to the litigation
04:28:53 15 who learn information that it's a trade secret to
16 refrain from disclosure thereof.

17 So there's -- there's plenty in the way of
18 protections that can be put into place to protect that
19 information.

04:29:08 20 And, again, I would go over the -- you know,
21 the -- this has all been weighed. That's kind of done
22 that already a couple of times. I try not to belabor
23 that too much.

24 The investor information and the agent
04:29:21 25 information both are relevant. On page 15 of my

04:29:26 1 opposition, we walk through many of the representations
2 that have been made by Mr. Dziubla to my client. And
3 they involve things about his network that he already
4 had in place and those types of things. We're entitled
04:29:41 5 to this information to find out if he was telling the
6 truth. He talks about an expansive network of
7 relationships.

8 The other thing that we're entitled to know is
9 that -- is when this money came in, because now we are
04:29:54 10 learning that, you know, the construction loan
11 agreement Mr. Dziubla is supposed to provide
12 information -- or provide notice within five days if
13 he's received information, and my clients can get
14 that -- I'm sorry -- receive money so that my client
04:30:08 15 can get to the money and move forward on the project.

16 And even in their amended counterclaim, there is
17 admission he was holding back information -- or I'm
18 sorry -- money from client.

19 And it becomes -- and the other thing is there
04:30:24 20 were many representations, the Court will remember,
21 there was much discussion about this May 2016 meeting
22 and what happened there and what Mr. Dziubla told
23 Dr. Piazza, those types of things. All of those things
24 are relevant.

04:30:39 25 The identity to the migration consultants are

04:30:43 1 important, the work that they had done, whether it was
2 on behalf of defendants or other people, when those
3 business relationships were formed with defendants, and
4 the degree of success that they had, all those things
04:30:58 5 are relevant to these fraud claims. And all that's
6 laid out on pages 15 and 16 in our opposition.

7 Now, we had some discussion about Regulation
8 S. I think it's important. Admittedly, it's not as
9 important as some of the other things, but it's
04:31:17 10 important because we need to know that the defendants
11 have been comporting themselves and their agents have
12 within the law.

13 Now, another thing that's important here is
14 that this motion for protective order was brought and
04:31:34 15 they've argued that it's because the Court said they
16 could. That's fine. It's their prerogative to argue
17 that. However, we also asked for this information in
18 interrogatories. Interrogatory No. 7 is an example to
19 Las Vegas Development Fund. And we asked for all this
04:31:51 20 information.

21 They didn't answer Interrogatory No. 7 for
22 many months.

23 NRCP 33(d) relates to objections. And it
24 makes it clear that if you don't state your objection
04:32:05 25 timely, it is waived.

04:32:07 1 So even above and beyond the waiver related to
2 the request for production of documents and not doing
3 what this Court ordered them to do a second time, we
4 also have, with regard to the answers to
04:32:23 5 interrogatories, a waiver of the objection. And waiver
6 is there for a reason. And the Court has to, you know,
7 enforce the law in that regard. And so even after all
8 of the opportunities that they've had to resolve this
9 and to do what they're supposed to do, they haven't,
04:32:47 10 and all that has been waived.

11 Now, there's a couple of things to note from
12 some footnotes in the reply I just wanted to touch on
13 real quickly. Again, there was looks like maybe a
14 little bit of a feeling that I hadn't been forthright
04:33:05 15 with the Court to make clear when the deadline was for
16 the supplemental responses. It was the 13th of April.
17 The order initially said the 30th. They asked, and I
18 agreed to give them another two weeks. Interestingly
19 enough, we still have these problems in the answers.

04:33:23 20 Footnote 7 in the reply, the concession by the
21 defendants that the investors provide the information
22 we're looking for to USCIS. Again, trade secret
23 wouldn't apply here.

24 Now, Footnote 9 makes a statement, the
04:33:44 25 disclosure of this information to us would

04:33:49 1 disincentivize investors from investing. And there's
2 nothing to support that. It's just simply thrown in a
3 footnote.

4 The Footnote 10, it actually is a concession
04:34:03 5 by defendants that the investor files are
6 nonattorney-client privilege; they're proprietary trade
7 secret information. Again, in no place of the
8 privilege log does it assert a trade secret is
9 asserted, attorney-client privilege in this "privileged
04:34:21 10 information."

11 Mr. Dziubla provided a declaration and in
12 support of their position that this was a mistake that
13 it was not included on the second privilege log, and
14 Mr. Dziubla said he wasn't aware until May 1st that the
04:34:39 15 February 26th privilege log left out the investor
16 files. First, that doesn't matter because they didn't
17 support it on an updated privilege log that complied
18 with Nevada law like they were supposed to on
19 April 13th. They didn't.

04:34:53 20 But second, the statement is actually not
21 true. When we were at the hearing on March 6th and we
22 were arguing the motion to compel, on page 9 of the
23 transcript I said that there were 3,000 pages, around
24 2,900 and something as identified there, that were on
04:35:14 25 the first privilege log identified as investor files

04:35:16 1 that were not on the second privilege log and still
2 haven't been provided.

3 I told them right there in Court -- it's right
4 in the record March 6th -- that that information was
04:35:28 5 not on that second privilege log. And I did that
6 because I wanted a supplemental privilege log so I
7 would know what I was up against as I'm trying to get
8 this information, and they continue to throw out --
9 throw up roadblocks to me getting this information for
04:35:42 10 my client.

11 Mr. Greer, in his declaration, says that he
12 identified the investor files only to identify what
13 they were withholding, but they didn't say in their
14 answer that they were withholding documents. They
04:35:58 15 just -- or that they were even asserting a privilege.
16 They just simply identified the documents and failed to
17 provide them.

18 Again, that's a waiver.

19 Mr. Greer was present on March 6th when I
04:36:09 20 talked about that at the hearing. And that order from
21 March 6th was very clear. It granted the motion to
22 compel and told defendants what they were supposed to
23 do.

24 Now, two other important things to note here.
04:36:28 25 One is that the defendants have claimed that this

04:36:33 1 information is confidential and in particular the
2 information related to the investor agents and their
3 deals with the investor agents.

4 And it said it's confidential. And as part of
04:36:46 5 the motion -- look for the page. I'll tell the Court
6 what page I'm on -- they transponded a confidentiality
7 agreement that is redacted but attached as an exhibit.
8 On page 6 of 18 of defendants' motion, the bottom half
9 of the page essentially is a quotation from the
04:37:13 10 redacted agreement, and it is the confidentiality
11 clause.

12 In that quote about eight lines down, there
13 are four dots. And then it -- which indicates that
14 part of that has been left out.

04:37:30 15 If the Court will turn with me to that
16 exhibit. And so it is Exhibit 1 to the motion. And I
17 don't know how many pages. It looks like it's --
18 (indiscernible) is redacted, but if the Court looks,
19 they'll see where the page that says "confidentiality"
04:37:52 20 shows up. Let me know when you get there. It's the
21 third to the last page of the exhibit.

22 THE COURT: Okay.

23 MR. ALDRICH: All right. About six lines down
24 the Court can see where it says, "Confidential
04:38:11 25 information shall not include information that at the

04:38:15 1 time of disclosure and as established by documentary
2 evidence" -- and then there are a series of small
3 letters in parentheses. The Court goes down seven more
4 lines to little V. It says, "Is required to be
04:38:29 5 disclosed pursuant to federal" -- or "to applicable
6 federal, state, or local law or regulations, or a valid
7 order issued by a court or governmental agency of
8 competent jurisdiction."

9 This is part of what -- this is the part that
04:38:46 10 was left out where the dots appear in the brief.

11 This is -- whether it's confidential or not,
12 even the agreement concedes that this could be
13 disclosed when this Court orders it. So it's really
14 not a basis for the protective order.

04:39:04 15 And last, but not least, the -- Mr. Dziubla
16 has produced declarations. And like you said many
17 times, that the identities and all this other
18 information are private; they can't be disclosed. The
19 trade secrets, that -- the agreements with the investor
04:39:28 20 agents are trade secrets and everything else.

21 I kid you not, while we were on a lunch break,
22 one of the attorneys in my office came in and asked me
23 if a couple of emails would be relevant to motions we
24 are arguing today. And I have an email from Jon

04:39:44 25 Fleming to Mike Meacher dated February 1, 2017, that's

04:39:49 1 Bates-labeled A-004875. And in it Mr. Fleming tells
2 Mr. Meacher, who -- there were apparently nine
3 investors at the time. He tells them their names and
4 asks if Front Sight will give them a Front Sight resort
04:40:07 5 lifetime certificate. If that's not a waiver of a
6 trade secret, I don't know what is.

7 Similarly, Mr. Fleming said to Mike Meacher,
8 copied to Robert Dziubla, Bates-labeled as A-004996,
9 and he walks through investor agent agreements and what
04:40:34 10 they're working on. There is actually a couple names
11 in there. This, I believe, is information that
12 defendants provided in their documents, and we happen
13 to be in that range today and came across those.

14 And so I say this: I don't believe that these
04:40:55 15 assertions of trade secrets and confidentiality are
16 valid. The Court should be concerned -- I certainly
17 am -- about some of the representations that have been
18 made about that in the past in declarations related to
19 this motion. This is information that's necessary for
04:41:13 20 us to have. There's a protective order in place that
21 protects its disclosure. And any claims of privilege
22 have been waived as I've gone over for violating the
23 Court order or not following the Court order and
24 providing it in a supplemental privilege log despite my
04:41:33 25 direction twice what needed to be included and by not

04:41:36 1 answering interrogatories on time.

2 And that is what I have, your Honor. I'm
3 happy to answer any questions if the Court has any.

4 THE COURT: No, sir, I don't have any at this
04:41:46 5 time. Thank you.

6 MS. CHAMPION: Your Honor, we -- you don't
7 need to take Mr. Dziubla's word or my word. This
8 information is trade secret because you can look to
9 that Illinois case, CMB Export, which we cite in our
04:42:02 10 reply, where the Court very clearly finds that
11 information about EB5 investors and consultant
12 information is proprietary trade secret information. I
13 mean, Mr. Aldrich says -- you know, he can take issue
14 with that. There's no law. It's conclusory. There
04:42:22 15 are laws. We cited to it in our reply.

16 I also want to address this waiver issue. I
17 understand that Mr. Aldrich takes issue with our
18 privilege log. Our privilege log was provided well in
19 advance of the Court's March 25th order. It
04:42:39 20 specifically references investor files. In addition,
21 we -- our client -- or excuse me -- defendants objected
22 to each request that called for proprietary trade
23 secret information in response to the RFPs and the
24 interrogatories. They -- our key responses are
04:43:00 25 provided, excerpts of them are provided as attachments

04:43:04 1
2
3
4
04:43:20 5
6
7
8
9
04:43:37 10
11
12
13
14
04:43:53 15
16
17
18
19
04:44:14 20
21
22
23
24
04:44:31 25

to our reply.

 If you look at Exhibit 3 to our reply, for example, response to Request Number 33, it specifically says, "It purports to require responding party to disclose information that is trade secret, confidential, proprietary, commercially sensitive, or information that is privileged or protected by rights of privacy regarding financial information, tax records of responding parties and/or third parties."

 That objection is made in response to each of these requests that called for the trade secret information.

 In addition, the defendants, in each of their responses in the general objections, made a standing objection to the production of any information that is proprietary, confidential, or constitutes a trade secret. That is General Objection No. 5.

 And General Objection No. 6 that the defendants made was that any of the responses were made without waiver and with preservation of any privilege or protection against disclosure afforded to documents containing confidential or proprietary information or trade secrets.

 So this idea the defendants never made their objection is just not true. It is certainly in the

04:44:35 1 record. They made the objection. They put the
2 information on a privilege log. And now we filed our
3 motion for protective order pursuant to your order.

4 Mr. Aldrich made argument in reference to
04:44:51 5 NRS 60A -- 600A, excuse me -- which talks about how to
6 handle trade secret information. And what I find
7 telling is that he does not cite Subsection A of that
8 statute that says that the Court may determine whether
9 the need for information related to trade secrets were
04:45:17 10 still allowing discovery.

11 And that is exactly what we've done here.
12 We're made our motion asking the Court to determine
13 whether there is a need for this proprietary trade
14 secret information before allowing the discovery. We
04:45:30 15 certainly -- you know, it's our belief information is
16 not needed. It should be protected under the two-step
17 process that we've already set forth for you. And so
18 the fact it certainly allows your Honor to preclude the
19 discovery altogether, that is one point.

04:45:52 20 The other issue that we have is -- and I think
21 we put this in both our motion and the reply -- is that
22 Front Sight has already gone out and tried to contact
23 some of the consultants that they were aware of to
24 denigrate my clients' name and to speak ill of them.

04:46:17 25 And so while we certainly believe this information is

04:46:19 1 protected and should not be the subject of discovery,
2 to the extent that the Court is inclined to disagree
3 and permit some discovery, we would certainly ask that
4 this information be produced only as attorney's eyes
04:46:33 5 only so that it is protected and the protective order
6 allows us to do that; although, we certainly still
7 believe that it is not subject to discovery and should
8 be protected.

9 THE COURT: Is there anything else, ma'am?

04:46:55 10 MS. CHAMPION: No, not unless you have any
11 questions for me, your Honor.

12 THE COURT: Well, from a historical
13 perspective, I remember during the course of this
14 matter, Mr. Greer always took the position as to
04:47:12 15 confidentiality and trade secrets as it related to the
16 investors and also the consultants, I can see it from
17 an investor perspective. But my question is this:
18 When it comes to the -- and I want to make sure I get
19 the appropriate term of art as far as the consultant is
04:47:40 20 concerned. I want to make sure I understand why the
21 consultant would be germane and/or relevant to this
22 case. I think I know potentially why, but I just want
23 to make sure.

24 Mr. Aldrich, can you explain to me on the
04:48:01 25 record why that's necessary?

04:48:07 1 MR. ALDRICH: Absolutely. So a couple things.
2 As I said in our opposition at page 15, we list a
3 series of representations that we assert are false that
4 Mr. Dziubla made. He has made claims of, you know,
04:48:24 5 being able to raise \$150 million, raise it quickly, and
6 this vast expansive group of people and relationships
7 and agents and all those things. And certainly whether
8 those relationships really existed and when they
9 existed matters.

04:48:43 10 The agreements -- the email that I referenced
11 from May of 2017 is actually -- it appears to me to be
12 a description of what payments are going to be made to
13 agents. I can't tell for sure, but it looks to me like
14 they're asking Front Sight to pay even more money to
04:49:03 15 these agents. And so that becomes relevant as well.

16 The other thing is, as I made reference to
17 this Regulation S, we need to know that the agents were
18 not acting illegally in the way that they were going
19 about things. There's at least three reasons why.

04:49:23 20 THE COURT: What about the investors?

21 MR. ALDRICH: Well, same goes for them. We
22 should -- we need to know when the money came in, what
23 representations were being made to them or their
24 attorneys or whoever was reaching out to them so that
04:49:40 25 we are able to tell we were getting the same story

04:49:45 1 coming our direction.

2 You know, there's -- I mean, we did a motion
3 for a summary judgment with a list of false
4 representations that we're trying to -- you know, some
04:49:56 5 of them are already admitted, but that we're trying to
6 address. And it's all information that we should be
7 entitled to. And, again, there is already a protective
8 order in place, so we go ahead with this information,
9 we can't do anything with it. We will abide by the
04:50:11 10 protective order because it's court ordered.

11 This is discoverability. Remember that
12 discoverability is much broader than admissibility.

13 THE COURT: I understand, sir.

14 Ma'am, you want to respond to that?

04:50:27 15 MS. CHAMPION: Yes, I would.

16 A couple of points. First of all,
17 discoverability for a trade secret and whether or not a
18 protective order should be put in place is a bit
19 different. I mean, there is a much higher burden on
04:50:41 20 Front Sight to establish that the information is
21 necessary to prevent an unjust result than just a
22 broader discoverability that NRCP 26 provides. And so
23 I think that is one point that we need to take into
24 consideration.

04:50:57 25 The second is that the requests that they have

04:51:00 1 made are much broader than what Mr. Aldrich just
2 outlined for you. If they believe, you know, that, you
3 know, there's information necessary to show, you know,
4 what Mr. Dziubla or EB5 parties' network of potential
04:51:19 5 investors would be, there's one way to ask that.
6 That's asking the defendants, you know, through an
7 interrogatory describe when you started having these
8 relationships with consultants, you know, the date
9 where you reached out to consultants, when you retained
04:51:33 10 them. I mean, that information is arguably more
11 relevant. But the problem that we have is that their
12 requests go well beyond that. I mean, they're asking
13 to identify the consultants names, financial
14 information. Same for the investors; their names,
04:51:49 15 contact information, private financial information.
16 None of that is relevant and certainly goes beyond the
17 claims that are being made here.

18 If you look at Request No. 159, they've asked
19 the defendants to produce all documents, writings, or
04:52:09 20 communications showing the names of other demographical
21 information pertaining to the Class C members, which is
22 just not relevant.

23 And so that's the problem that we're having
24 here is these requests are very broad. They're
04:52:25 25 intended to get information that is confidential and

04:52:28 1 trade secret under that Illinois case that we've cited
2 for you. And Front Sight has not demonstrated that the
3 lack of this information will result in an unjust
4 result.

04:52:43 5 MR. ALDRICH: May I, your Honor?

6 THE COURT: Yes, you may, sir.

7 MR. ALDRICH: Thanks.

8 There seems to be confusion about the burden
9 here. The defendants are claiming a privilege. They
04:52:54 10 are the ones who do not want to produce the
11 information. The burden is on the defendant.

12 Now, how do they do that? They properly
13 object. And you can't say they properly objected
14 because they just simply objected to everything, every
04:53:13 15 single request.

16 They then justified those objections. How do
17 you preserve a privilege? You preserve a privilege or
18 it is waived by putting it on a privilege log in a
19 timely fashion. That has not happened here. Or you
04:53:31 20 object to it timely to a request -- to an
21 interrogatory. That did not happen here.

22 There's case law all over the place that says
23 you cannot just simply object, boilerplate objections
24 and general objections at the beginning of your
04:53:50 25 responses and expect to be just fine. That's not how

04:53:53 1 it works.

2 We have jumped through every hoop. We've
3 talked about it before. I have an 11-page timeline
4 through March 6th. We jump through every hoop there is
04:54:05 5 as we try to get this information. And what we get is
6 stonewall after stonewall after stonewall. And we have
7 met our burden on all of it.

8 But, again, I found these two emails there
9 where they gave us the names of some of the investors
04:54:20 10 and some of the information related to the agent.

11 That's not trade secret. It was given to us
12 voluntarily. Now we just want the rest.

13 One last thing. Investors' financial
14 information. In terms of what their investment was, we
04:54:38 15 already know that part. We know the \$500,000. We know
16 they paid at least a \$50,000 administrative fee. We
17 want to know when they invested, where they came from,
18 those types of things, because we also need to be able
19 to figure out what defendants were doing to move this
04:54:58 20 thing forward with using Front Sight's money.

21 THE COURT: Wait. Say that last sentence
22 again, sir. Repeat that.

23 MR. ALDRICH: We need to know what defendants
24 were doing to move this project forward, especially
04:55:11 25 since they were using Front Sight's money.

04:55:20 1 THE COURT: And, ma'am, you get the last word,
2 if any.

3 MS. CHAMPION: Your Honor, I think we've
4 covered all the ground here. I mean, who actually
04:55:30 5 invested in the project is just not relevant. Our
6 concern is that they're going to go out and harass
7 these investors after, you know, contributing half a
8 million dollars to Las Vegas Development Fund to loan
9 to Front Sight. And I think we've, you know, put forth
04:55:48 10 enough in our moving papers. And I'm happy to address
11 any questions you have, but ...

12 THE COURT: I don't have any additional
13 questions.

14 This is what I'm going to do with this one
04:55:58 15 matter. I'm going to go ahead and make a ruling on one
16 specific issue right now.

17 I'm going to go ahead and grant the protective
18 order as it relates to the investors. The consultants
19 is a different animal, because I want to look at that
04:56:15 20 in more detail and look specifically at the timeline
21 and go back and read the points and authorities.
22 Because the investor information potentially, if
23 narrow, could be germane to this case. I'm not
24 100 percent sure on that.

04:56:30 25 But also I want to take a look at that

04:56:32 1 Illinois case one time. And understand this, it's
2 persuasive at best. I don't mind saying this: From
3 time to time, I disagree with our federal judges over
4 across the street on Las Vegas Boulevard. That is just
04:56:48 5 how it is. I just want to -- I just want to read it so
6 I can determine their rationale and see if it makes
7 sense.

8 But the investor appears to be fairly clear to
9 me. However, when it comes to the consultants,
04:57:05 10 potentially there might be an area of inquiry that
11 might be germane to the plaintiff's
12 misrepresentation-based claims, so I want to take a
13 look at that.

14 And I'll get something out to you within a
04:57:23 15 week or two on this.

16 Anything else? Is that it?

17 MS. CHAMPION: Your Honor, I think the only
18 remaining thing is the status check on the motion for
19 preliminary injunction. I understand that the
04:57:38 20 evidentiary hearing on that motion is still ongoing and
21 that today was intended to talk about when we might be
22 back before your Honor to continue that.

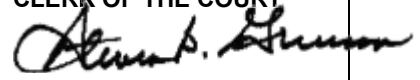
23 THE COURT: Okay.

24 MR. ALDRICH: We're back in two weeks. We can
04:57:53 25 do it then if your Honor wants to.

EXHIBIT B

EXHIBIT B

Electronically Filed
6/30/2020 3:04 PM
Steven D. Grierson
CLERK OF THE COURT



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

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

Attorneys for Defendants

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

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

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND ORDER
GRANTING IN PART AND DENYING
IN PART DEFENDANT’S MOTION FOR
PROTECTIVE ORDER REGARDING
DISCOVERY OF CONSULTANTS’ AND
INDIVIDUAL INVESTORS’
CONFIDENTIAL INFORMATION**

26 AND ALL RELATED COUNTERCLAIMS.
27

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

1 This matter came before the Court on May 13, 2020, at 10:30 a.m., on Defendants Las Vegas
2 Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional Center, LLC, EB5 Impact
3 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood’s (collectively, the “EB5
4 Parties”) Motion for Protective Order Regarding Discovery of Consultants’ and Individual Investors’
5 Confidential Information (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff Front Sight
6 Management LLC (“Front Sight”); and John R. Bailey, Andrea M. Champion, C. Keith Greer, and
7 Kathryn Holbert appeared on behalf of the EB5 Parties. Having considered the EB5 Parties’
8 Motion, Front Sight’s Opposition, the Reply, and having heard oral argument of the parties through
9 their respective counsel, this Court makes the following Findings of Fact and Conclusions of Law.

10 Insofar as any conclusions of law is deemed to have been or include a finding of fact, such a
11 finding of fact is hereby included as a factual finding. Insofar as any finding of fact is deemed to
12 have been or to include a conclusion of law, such is included as a conclusion of law herein.

13 **FINDINGS OF FACT**

14 1. LVD Fund was formed as a new LLC for the specific purpose of raising funds from
15 foreign investors pursuant to the federal EB-5 program. In turn, those funds were to be used to
16 provide loan financing to Front Sight for construction of the Front Sight Project.

17 2. LVD Fund then sponsored an offering to foreign immigrant investors to finance the
18 Project.

19 3. To market the offering, LVD Fund utilized Foreign Placement Consultants to contact
20 potential foreign immigrant investors who may have some interest in investing in LVD Fund and
21 promote the investment.

22 4. The foreign immigrant investors who subscribed to the offering are investors in LVD
23 Fund; they are not investors in Front Sight.

24 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for
25 construction of the Project as memorialized by the October 6, 2016 Construction Loan Agreement
26 (the “CLA”).

27 ///

28 ///

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

1 6. LVD Fund maintains that Front Sight breached the CLA through multiple
2 performance defaults including, among other things, failing to provide the necessary information to
3 support the EB5 Parties’ reporting requirements.

4 7. Front Sight disputes that it breached the CLA and further contends that LVD Fund
5 cannot enforce any alleged breaches of the CLA because the doctrine of equitable estoppel bars any
6 such action due to the EB5 Parties’ allegedly fraudulently inducing Front Sight into entering the
7 CLA.

8 8. On September 14, 2018, Front Sight commenced this litigation.

9 9. Through discovery, Front Sight has sought information related to the foreign
10 immigrant investors (the “Investors”) as well as the Foreign Placement Consultants.

11 10. The EB5 Parties objected to each discovery request that sought information about the
12 Investors and/or the Foreign Placement Consultants.

13 11. On September 19, 2019, Front Sight filed a Motion to Compel and for Sanctions,
14 seeking an order to compel the EB5 Parties to provide supplemental responses to its Requests for
15 Production of Documents, without objection.

16 12. While this Court ultimately ordered the EB5 Parties to provide additional
17 supplemental responses to the Requests for Production of Documents, the Court did not address the
18 EB5 Parties’ privilege and confidentiality concerns in deciding Front Sight’s Motion to Compel and,
19 instead, instructed the EB5 Parties to assert any privilege(s) it may have in a privilege log and to file
20 a motion for protective order by March 30, 2020. (*See* Order Grant. Pl.’s Mot. to Compel, filed
21 3/25/2020.)

22 13. By stipulation, the parties later agreed to move the deadline for the EB5 Parties to file
23 a motion for protective order from March 30, 2020 to April 13, 2020. (*See* Stip. and Order Resetting
24 Hearings and Br. Schedule, filed 3/27/2020.)

25 14. On April 13, 2020, pursuant to the Parties’ Stipulation and Order, the EB5 Parties
26 filed their Motion to protect the disclosure of any information related to the Investors and the
27 Foreign Placement Consultants.

28 ///

1 15. The EB5 Parties contend that information about the Investors and the Foreign
2 Placement Consultants is irrelevant to the claims and defenses in this case, that it constitutes trade
3 secrets, and that the protective order entered in this case is not sufficient to protect the information
4 sought.

5 16. Front Sight contends that the EB5 Parties have waived any objections they may have
6 to the information sought because the Motion was not timely filed. In addition, Front Sight contends
7 that the information sought does not constitute trade secrets, is relevant to its fraudulent
8 misrepresentation claims (specifically, that the EB5 Parties misrepresented their relationship with
9 Foreign Placement Consultants and therefore, their ability to properly market and promote the
10 Project), and that the information sought is sufficiently protected by the protective order entered in
11 this case.

12 **CONCLUSIONS OF LAW**

13 1. NRCP 26(c) permits the Court, for good cause shown, to enter a protective order
14 forbidding inquiry into certain matters, or limiting the scope of discovery to certain matters.

15 2. Generally, “[d]iscovery matters are within the district court’s sound discretion.” *Club*
16 *Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249
17 (2012).

18 3. NRCP 26(c) does not provide a time frame for a party to bring a motion for protective
19 order.

20 4. Given the complex procedural history of this case, which has often led to accelerated
21 deadlines, followed just as often by stipulations from the parties to create a more manageable
22 deadline schedule, the Court finds that the EB5 Parties timely filed their Motion.

23 5. The Investors’ identities and investment information are not germane to the claims
24 and defenses in this case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will not allow
25 discovery as to the Investors.

26 6. As a result, the Court does not render a decision on the merits as to whether the
27 investor records are privileged as trade secrets, if that privilege has been waived, if the discovery

28 ///

1 sought is proportional to the needs of the case, or whether Front Sight has demonstrated that the
2 information sought as to the Investors is necessary.

3 7. However, limited information concerning the Foreign Placement Consultants is
4 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history, and extent of
5 the EB5 Parties’ prior relationship with the Foreign Placement Consultants is relevant to Front
6 Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for
7 potentially sourcing EB-5 investors. Consequently, notwithstanding the potential privilege and
8 confidentiality concerns, the Court will allow limited discovery concerning the identities of the EB5
9 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf of the
10 EB5 Parties, the timing of the formation of those business relationships, and the degree of success
11 those Foreign Placement Consultants achieved for the EB5 Parties in prior work.

12 **ORDER**

13 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is DENIED IN PART AND
14 GRANTED IN PART as follows:

15 The Motion is DENIED as to the consultants; limited discovery, as set forth in Conclusion of
16 Law No. 7, will be permitted.

17 The Motion is GRANTED as to the Investors; no discovery concerning the Investors’
18 identities and investment information shall be permitted.

19 Dated this 30th day of June, 2020.

20
21 
22 HONORABLE TIMOTHY C. WILLIAMS
23 DISTRICT COURT JUDGE

CG

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

1 Respectfully submitted by:

2 **BAILEY KENNEDY, LLP**

3

4 /s/ Andrea M. Champion

JOHN R. BAILEY
Nevada Bar No. 0137
JOSHUA M. DICKEY
Nevada Bar No. 6621
ANDREA M. CHAMPION
Nevada Bar No. 13461
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
JDickey@BaileyKennedy.com
AChampion@BaileyKennedy.com

11

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

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

EXHIBIT C

EXHIBIT C

1 **NI**
 John P. Aldrich, Esq.
 2 Nevada Bar No. 6877
 Catherine Hernandez, Esq.
 3 Nevada Bar No. 8410
 Jamie S. Hendrickson, Esq.
 4 Nevada Bar No. 12770
ALDRICH LAW FIRM, LTD.
 5 7866 West Sahara Avenue
 Las Vegas, Nevada 89117
 6 Telephone: (702) 853-5490
 Facsimile: (702) 227-1975
 7 *Attorneys for Plaintiff/Counterdefendants*

8 **EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

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

11 Plaintiff,

12 vs.

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

14 Defendants.
 15

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

**PLAINTIFF'S NOTICE OF INTENT
 TO ISSUE SUBPOENA FOR
 DEPOSITION AND PRODUCTION
 OF DOCUMENTS TO SIMONE
 WILLIAMS, ESQ.**

16 AND ALL RELATED COUNTERCLAIMS.
 17

18 Pursuant to Rule 45(a)(4)(A) of the Nevada Rules of Civil Procedure, Plaintiff FRONT
 19 SIGHT MANAGEMENT LLC, by and through their counsel of record, hereby provides prior

20 ///

21 ///

22 ///

23 ///

1 notice of the Subpoena for Deposition and Production of Documents to be issued to Simone
2 Williams, Esq., attached hereto as **Exhibit 1**.

3 DATED this 12th day of October, 2020.

4 **ALDRICH LAW FIRM, LTD.**

5 /s/ John P. Aldrich

6 John P. Aldrich, Esq.

7 Nevada Bar No. 6877

8 Catherine Hernandez, Esq.

9 Nevada Bar No. 8410

10 Jamie S. Hendrickson, Esq.

11 Nevada Bar No. 12770

12 7866 West Sahara Avenue

13 Las Vegas, NV 89117

14 Tel (702) 853-5490

15 Fax (702) 226-1975

16 *Attorneys for Plaintiff/Counterdefendants*

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 12th day of October, 2020, I caused the foregoing
3 **PLAINTIFF’S NOTICE OF INTENT TO ISSUE SUBPOENA FOR DEPOSITION AND**
4 **PRODUCTION OF DOCUMENTS TO SIMONE WILLIAMS, ESQ.** to be electronically
5 served with the Clerk of the Court using Wiznet which will send notification of such filing to the
6 email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if
7 not included on the Electronic Mail Notice List, to the following parties:

8 John R. Bailey, Esq.
9 Joshua M. Dickey, Esq.
10 Andrea M. Champion, Esq.
11 **BAILEY KENNEDY**
12 8984 Spanish Ridge Avenue
13 Las Vegas, NV 89148
14 *Attorneys for Defendants/Counterclaimant*

15
16
17
18
19
20
21
22
23
24

/s/ T. Bixenmann
An employee of ALDRICH LAW FIRM, LTD.

EXHIBIT 1

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

SDT
John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
Jamie S. Hendrickson, Esq.
Nevada Bar No. 12770
ALDRICH LAW FIRM, LTD.
7866 West Sahara Avenue
Las Vegas, NV 89117
Telephone: (702) 853-5490
Facsimile: (702) 227-1975
Attorneys for Plaintiff/Counterdefendants

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

**SUBPOENA FOR DEPOSITION AND
PRODUCTION OF DOCUMENTS**

AND ALL RELATED COUNTERCLAIMS.

THE STATE OF NEVADA SENDS GREETINGS TO:

**Simone Williams, Esq.
Williams Global Law, PLLC
1717 K Street, NW, Suite 900
Washington, DC 20006**

YOU ARE HEREBY COMMANDED that all and singular, business and excuses set
aside, pursuant to N.R.C.P. 45, to attend and testify at your deposition on **December 17, 2020, at
10:00 a.m.**, at the following address:

///

1 **Esquire Deposition Solutions**
2 **1717 K Street, NW, Suite 900**
3 **Washington, DC 20006**

4 **RECORDING METHOD:** The deposition shall be recorded by either sound, sound-and-
5 visual, or stenographic means.

6 **YOU ARE FURTHER ORDERED** that all and singular, business and excuses set aside,
7 pursuant to N.R.C.P. 45, to produce the designated documents, electronically stored information,
8 and/or tangible things in your possession, custody, or control, by delivering a true, legible, and
9 durable copy of the business records described below to the requesting attorney, by United States
10 mail or similar delivery service, on or before **December 11, 2020** to the following:

11 **Aldrich Law Firm, Ltd.**
12 **7866 West Sahara Avenue**
13 **Las Vegas, NV 89117**

14 All documents shall be produced as they are kept in the usual course of business or shall be
15 organized and labeled to correspond with the categories listed. N.R.C.P. 45(d)(1). **A LIST OF**
16 **THE ITEMS TO BE PRODUCED** is attached as **Exhibit A**. **IF THE DOCUMENTS LISTED**
17 **IN EXHIBIT A ARE PROVIDED TO ALDRICH LAW FIRM, LTD. ON OR BEFORE**
18 **DECEMBER 11, 2020, YOU DO NOT NEED TO APPEAR FOR YOUR DEPOSITION ON**
19 **DECEMBER 17, 2020.**

20 **YOU ARE FURTHER ORDERED** to authenticate the business records produced,
21 pursuant to N.R.S. 52.260, and to provide with your production a completed Certificate of
22 Custodian of Records in substantially the same form as **Exhibit B** attached hereto the subpoena.

23 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
24 upon that person may be deemed in contempt of the court, N.R.C.P. 45(e), punishable by a fine
not exceeding \$500 and imprisonment not exceeding 25 days, N.R.S. 22.100. Additionally a

1 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained
2 as a result of the failure to attend, and a warrant may issue for the witness' arrest. N.R.S. 50.195,
3 50.205, and 22.100(3).

4 Please see the attached **Exhibit C** for information regarding your rights and responsibilities
5 relating to this Subpoena.

6 A list of all parties to this action and their respective counsel is attached as **Exhibit D**.

7 **INSTRUCTIONS FOR THE SUBPOENA TO PRODUCE DOCUMENTS,**

8 **INFORMATION, OR OBJECTS**

9 A. The following definitions apply to this discovery request:

- 10 1. Concerning. The term "concerning" means relating to, referring to, describing,
11 evidencing, or constituting.
- 12 2. You, Your, and Yours. The terms "You," "Your," and "Yours" refer to the
13 responsible party in receipt of service and responding to this Subpoena, and,
14 additionally, its agents, employees, members, owners, partners, shareholders,
15 directors, or anyone acting on its behalf.
- 16 3. Front Sight Project. The term "Front Sight Project" refers to all construction
17 undertaken on the Front Sight Firearms Training Institute and Resort pursuant to
18 the Construction Loan Agreement and any amendments thereto.
- 19 4. EB-5 Immigrant Investor. The term "EB-5 Immigrant Investor" refers to all Class
20 B members of Las Vegas Development Fund, LLC.
- 21 5. Document. The terms "Document" or "Writing" is defined to be synonymous in
22 meaning and equal in scope to the use of the terms "document" and "electronically
23 stored information" in Nevada Rules of Civil Procedure 26 and 34. A draft or non-
24

1 identical copy is a separate document within the meaning of this term. “Document”
2 shall also include any data compilation from which information can be obtained or
3 translated if necessary by YOU through detection devices into reasonably usable
4 form. Where the Document or Writing makes use of, or refers to, codes or keys for
5 particular categories of information, then the definition of a Writing or Document
6 includes the full description of the key necessary for a person unfamiliar with the
7 parlance to understand the meaning of the code or key. A draft or non-identical
8 copy is a separate Document within the meaning of this term.

- 9 6. Any term, word or phrase that has not been defined in this discovery request but
10 appears in the live pleadings in this action (including without limitation the
11 Complaint) shall be given the definition or meaning given to the term, word or
12 phrase as used in the live pleadings. Any term, word, or phrase that has been defined
13 in these definitions that also appears in the live pleadings shall be given the
14 definition or meaning given to the term, word or phrase as used in the pleadings in
15 addition to the definition(s) given in this discovery request.

16 B. The following rules of construction apply to this Subpoena to Produce Documents,
17 Information, or Objects:

- 18 1. All/Each. The terms “all” and “each” shall be construed as all and each.
19 2. And/Or. The connectives “and” and “or” shall be construed either disjunctively or
20 conjunctively as necessary to bring within the scope of the discovery request all
21 responses that might otherwise be construed to be outside of its scope.
22 3. Number. The use of the singular form of any word includes the plural and vice
23 versa.
24

1 C. The following instructions apply to this discovery request:

2 Electronic or Magnetic Data. In those instances when requested information exists in
3 electronic or magnetic form, the responding party should state so. In responding to a
4 discovery request, the responding party should, in addition to stating that the information
5 exists in electronic/magnetic form, sufficiently identify the form in which the information
6 exists.

7 1. E-MAILS: With respect to any and all responsible e-mail messages, produce them
8 in their native, electronic format, including without limitation “.pst” files for
9 Microsoft Outlook e-mail messages and “.nst” files for Lotus Outlook e-mail
10 messages.

11 2. SPREADSHEETS: With respect to any and all responsive spreadsheets, produce
12 them in their native, electronic format, including without limitation “.xls” files for
13 Microsoft Excel spreadsheets.

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

3. OTHER. Where applicable, any responsible information that exists in electronic or magnetic form must be produced in the following formats: CD Rom in an Acrobat (“.pdf”) compatible application, in a Microsoft Word or WordPerfect compatible application, or in ASCII.

DATED this ____ day of October, 2020.

ALDRICH LAW FIRM, LTD.

John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
Jamie S. Hendrickson, Esq.
Nevada Bar No. 12770
7866 West Sahara Avenue
Las Vegas, Nevada 89117
Tel: (702) 853-5490
Fax: (702) 227-1975
Attorneys for Plaintiff/Counterdefendants

EXHIBIT A

1
2
3 1. Please provide any and all communications between you and Robert Dziubla
4 related to the Front Sight Project.

5 2. Please provide any and all communications between you and Jon Fleming related
6 to the Front Sight Project.

7 3. Please provide any and all communications between you and Linda Stanwood
8 related to the Front Sight Project.

9 4. Please provide any and all communications between you and EB5 Impact Advisors,
10 LLC related to the Front Sight Project.

11 5. Please provide any and all communications between you and EB5 Impact Capital
12 Regional Center, LLC related to the Front Sight Project.

13 6. Please provide any and all communications between you and Las Vegas
14 Development Fund, LLC related to the Front Sight Project.

15 7. Please provide any and all documents in your possession and/or control related to
16 the Front Sight Project.

17 8. Please provide any and all documents related to your attempts to source EB-5
18 immigrant investors for the Front Sight Project.

19 9. Please provide any and all communications related to your attempts to source EB-
20 5 immigrant investors for the Front Sight Project.

21 10. Please provide any and all documents related to the Williams Global Law PLLC
22 Pre-Marketing Agreement with EB5 Impact Capital Regional Center, LLC.

23 11. Please describe your efforts undertaken pursuant to the Williams Global Law PLLC
24 Pre-Marketing Agreement with EB5 Impact Capital Regional Center, LLC.

12. Please provide any communications between you and Kyle Scott pertaining to the
Front Sight Project.

1 13. Please provide any communications between you and Sudhir Shah pertaining to the
2 Front Sight Project.

3 14. Please provide any communications between you and LuRaphael Li pertaining the
4 Front Sight Project.

5 15. Please provide all communications and/or documents between you and Robert
6 Dziubla regarding any project not related to the Front Sight Project that was anticipated to use EB-
7 5 funds and/or for which you sought to be retained to raise EB-5 funds.

8 16. Please provide all communications and/or documents between you and Jon Fleming
9 regarding any project not related to the Front Sight Project that was anticipated to use EB-5 funds
10 and/or for which you sought to be retained to raise EB-5 funds.

11 17. Please provide all communications and/or documents between you and Linda
12 Stanwood regarding any project not related to the Front Sight Project that was anticipated to use
13 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

14 18. Please provide all communications and/or documents between you and EB5 Impact
15 Advisors, LLC regarding any project not related to the Front Sight Project that was anticipated to
16 use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

17 19. Please provide all communications and/or documents between you and EB5 Impact
18 Capital Regional Center, LLC regarding any project not related to the Front Sight Project that was
19 anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

20 20. Please provide all communications and/or documents between you and Las Vegas
21 Development Fund, LLC regarding any project not related to the Front Sight Project that was
22 anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.
23
24

1 **EXHIBIT C**

2 **NEVADA RULES OF CIVIL PROCEDURE**

3 **Rule 45 (c) Protection of Persons Subject to Subpoena.**

4 (1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible
5 for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or
6 expense on a person subject to the subpoena. The court that issued the subpoena must enforce this
7 duty and may impose an appropriate sanction — which may include lost earnings and reasonable
8 attorney fees — on a party or attorney who fails to comply.

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

10 (A) **Appearance Not Required.**

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

14 (ii) If documents, electronically stored information, or tangible things are produced
15 to the party that issued the subpoena without an appearance at the place of production, that party
16 must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or
17 electronically reproduce the documents or information, photograph any tangible items not subject
18 to copying, and serve these items on every other party. The party that issued the subpoena may
19 also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a
20 party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes
21 the cost, then the court, on motion, must determine the reasonable cost of copying the documents
22 or information, or photographing the tangible items.

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

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample
the materials or tangible things or to inspect the premises except by order of the court that issued
the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to
produce or permit inspection, the party serving the subpoena may move the court that issued the
subpoena for an order compelling production or inspection; and

1 (iii) if the court enters an order compelling production or inspection, the order must
2 protect the person commanded to produce or permit inspection from significant expense resulting
3 from compliance.

3 **(3) Quashing or Modifying a Subpoena.**

4 **(A) When Required.** On timely motion, the court that issued a subpoena must quash or
5 modify the subpoena if it:

6 (i) fails to allow reasonable time for compliance;

7 (ii) requires a person to travel to a place more than 100 miles from the place where
8 that person resides, is employed, or regularly transacts business in person, unless the person is
9 commanded to attend trial within Nevada;

10 (iii) requires disclosure of privileged or other protected matter and no exception or
11 waiver applies; or

12 (iv) subjects a person to an undue burden.

13 **(B) When Permitted.** On timely motion, the court that issued a subpoena may quash or
14 modify the subpoena if it requires disclosing:

15 (i) a trade secret or other confidential research, development, or commercial
16 information; or

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

19 **(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule
20 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or
21 production under specified conditions if the party serving the subpoena:

22 (i) shows a substantial need for the testimony or material that cannot be otherwise
23 met without undue hardship; and

24 (ii) ensures that the subpoenaed person will be reasonably compensated.

Rule 45(d) Duties in Responding to a Subpoena.

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

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

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

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

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

14 (2) **Claiming Privilege or Protection.**

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

17 (i) expressly make the claim; and

18 (ii) describe the nature of the withheld documents, communications, or tangible things in
19 a manner that, without revealing information itself privileged or protected, will enable the parties
20 to assess the claim.

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

EXHIBIT D

1
2 Plaintiff/Counterdefendant FRONT SIGHT MANAGEMENT LLC and Counterdefendants DR.
3 IGNATIUS PIAZZA, JENNIFER PIAZZA, VNV DYNASTY TRUST I, VNV DYNASTY
4 TRUST II, EFRAIN RENE MORALES-MORENO, MORALES CONSTRUCTION, INC., ALL
AMERICAN CONCRETE & MASONRY INC., TOP RANK BUILDERS INC., AND
MICHAEL MEACHER are represented by:

5 John P. Aldrich, Esq.
6 Catherine Hernandez, Esq.
7 Jamie S. Hendrickson, Esq.
8 **ALDRICH LAW FIRM, LTD.**
9 7866 West Sahara Avenue
10 Las Vegas, Nevada 89117

11 Defendant/Counterclaimant LAS VEGAS DEVELOPMENT FUND LLC and Defendants EB5
12 IMPACT CAPITAL REGIONAL CENTER LLC, EB5 IMPACT ADVISORS LLC, ROBERT W.
13 DZIUBLA, JON FLEMING and LINDA STANWOOD are represented by:

14 John R. Bailey, Esq.
15 Joshua M. Dickey, Esq.
16 Andrea M. Champion, Esq.
17 **BAILEY KENNEDY**
18 8984 Spanish Ridge Avenue
19 Las Vegas, NV 89148
20
21
22
23
24

EXHIBIT D

EXHIBIT D

1 **NI**
 John P. Aldrich, Esq.
 2 Nevada Bar No. 6877
 Catherine Hernandez, Esq.
 3 Nevada Bar No. 8410
 Jamie S. Hendrickson, Esq.
 4 Nevada Bar No. 12770
ALDRICH LAW FIRM, LTD.
 5 7866 West Sahara Avenue
 Las Vegas, Nevada 89117
 6 Telephone: (702) 853-5490
 Facsimile: (702) 227-1975
 7 *Attorneys for Plaintiff/Counterdefendants*

8 **EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

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

11 Plaintiff,

12 vs.

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

14 Defendants.
 15

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

**PLAINTIFF'S NOTICE OF INTENT
 TO ISSUE SUBPOENA FOR
 DEPOSITION AND PRODUCTION
 OF DOCUMENTS TO ETHAN
 DEVINE**

16 AND ALL RELATED COUNTERCLAIMS.
 17

18 Pursuant to Rule 45(a)(4)(A) of the Nevada Rules of Civil Procedure, Plaintiff FRONT
 19 SIGHT MANAGEMENT LLC, by and through their counsel of record, hereby provides prior

20 ///

21 ///

22 ///

23 ///

1 notice of the Subpoena for Deposition and Production of Documents to be issued to Ethan Devine,
2 attached hereto as **Exhibit 1**.

3 DATED this 12th day of October, 2020.

4 **ALDRICH LAW FIRM, LTD.**

5 /s/ John P. Aldrich
6 John P. Aldrich, Esq.
7 Nevada Bar No. 6877
8 Catherine Hernandez, Esq.
9 Nevada Bar No. 8410
10 Jamie S. Hendrickson, Esq.
11 Nevada Bar No. 12770
12 7866 West Sahara Avenue
13 Las Vegas, NV 89117
14 Tel (702) 853-5490
15 Fax (702) 226-1975
16 *Attorneys for Plaintiff/Counterdefendants*

17
18
19
20
21
22
23
24

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of October, 2020, I caused the foregoing **PLAINTIFF’S NOTICE OF INTENT TO ISSUE SUBPOENA FOR DEPOSITION AND PRODUCTION OF DOCUMENTS TO ETHAN DEVINE** to be electronically served with the Clerk of the Court using Wiznet which will send notification of such filing to the email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic Mail Notice List, to the following parties:

John R. Bailey, Esq.
Joshua M. Dickey, Esq.
Andrea M. Champion, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148
Attorneys for Defendants/Counterclaimant

/s/ T. Bixenmann
An employee of ALDRICH LAW FIRM, LTD.

EXHIBIT 1

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

SDT
John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
Jamie S. Hendrickson, Esq.
Nevada Bar No. 12770
ALDRICH LAW FIRM, LTD.
7866 West Sahara Avenue
Las Vegas, NV 89117
Telephone: (702) 853-5490
Facsimile: (702) 227-1975
Attorneys for Plaintiff/Counterdefendants

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

**SUBPOENA FOR DEPOSITION AND
PRODUCTION OF DOCUMENTS**

AND ALL RELATED COUNTERCLAIMS.

THE STATE OF NEVADA SENDS GREETINGS TO:

**Ethan Devine
3575 Dorchester Drive
San Diego, CA 92123**

YOU ARE HEREBY COMMANDED that all and singular, business and excuses set
aside, pursuant to N.R.C.P. 45, to attend and testify at your deposition on **December 10, 2020, at
10:00 a.m.**, at the following address:

///

1 Please see the attached **Exhibit C** for information regarding your rights and responsibilities
2 relating to this Subpoena.

3 A list of all parties to this action and their respective counsel is attached as **Exhibit D**.

4 **INSTRUCTIONS FOR THE SUBPOENA TO PRODUCE DOCUMENTS,**

5 **INFORMATION, OR OBJECTS**

6 A. The following definitions apply to this discovery request:

7 1. Concerning. The term “concerning” means relating to, referring to, describing,
8 evidencing, or constituting.

9 2. You, Your, and Yours. The terms “You,” “Your,” and “Yours” refer to the
10 responsible party in receipt of service and responding to this Subpoena, and,
11 additionally, its agents, employees, members, owners, partners, shareholders,
12 directors, or anyone acting on its behalf.

13 3. Document. The terms “Document” or “Writing” is defined to be synonymous in
14 meaning and equal in scope to the use of the terms “document” and “electronically
15 stored information” in Nevada Rules of Civil Procedure 26 and 34. A draft or non-
16 identical copy is a separate document within the meaning of this term. “Document”
17 shall also include any data compilation from which information can be obtained or
18 translated if necessary by YOU through detection devices into reasonably usable
19 form. Where the Document or Writing makes use of, or refers to, codes or keys for
20 particular categories of information, then the definition of a Writing or Document
21 includes the full description of the key necessary for a person unfamiliar with the
22 parlance to understand the meaning of the code or key. A draft or non-identical
23 copy is a separate Document within the meaning of this term.

1 4. Any term, word or phrase that has not been defined in this discovery request but
2 appears in the live pleadings in this action (including without limitation the
3 Complaint) shall be given the definition or meaning given to the term, word or
4 phrase as used in the live pleadings. Any term, word, or phrase that has been defined
5 in these definitions that also appears in the live pleadings shall be given the
6 definition or meaning given to the term, word or phrase as used in the pleadings in
7 addition to the definition(s) given in this discovery request.

8 5. Front Sight Project. The term “Front Sight Project” refers to all construction
9 undertaken on the Front Sight Firearms Training Institute and Resort pursuant to
10 the Construction Loan Agreement and any amendments thereto.

11 6. EB-5 Immigrant Investor. The term “EB-5 Immigrant Investor” refers to any Class
12 B member of Las Vegas Development Fund, LLC.

13 B. The following rules of construction apply to this Subpoena to Produce Documents,
14 Information, or Objects:

- 15 1. All/Each. The terms “all” and “each” shall be construed as all and each.
16 2. And/Or. The connectives “and” and “or” shall be construed either disjunctively or
17 conjunctively as necessary to bring within the scope of the discovery request all
18 responses that might otherwise be construed to be outside of its scope.
19 3. Number. The use of the singular form of any word includes the plural and vice
20 versa.

21 C. The following instructions apply to this discovery request:

22 Electronic or Magnetic Data. In those instances when requested information exists in
23 electronic or magnetic form, the responding party should state so. In responding to a
24

1 discovery request, the responding party should, in addition to stating that the information
2 exists in electronic/magnetic form, sufficiently identify the form in which the information
3 exists.

- 4 1. E-MAILS: With respect to any and all responsible e-mail messages, produce them
5 in their native, electronic format, including without limitation “.pst” files for
6 Microsoft Outlook e-mail messages and “.nst” files for Lotus Outlook e-mail
7 messages.
- 8 2. SPREADSHEETS: With respect to any and all responsive spreadsheets, produce
9 them in their native, electronic format, including without limitation “.xls” files for
10 Microsoft Excel spreadsheets.
- 11 3. OTHER. Where applicable, any responsible information that exists in electronic or
12 magnetic form must be produced in the following formats: CD Rom in an Acrobat
13 (“.pdf”) compatible application, in a Microsoft Word or WordPerfect compatible
14 application, or in ASCII.

15 DATED this ____ day of October, 2020.

16 **ALDRICH LAW FIRM, LTD.**

17 _____
18 John P. Aldrich, Esq.
19 Nevada Bar No. 6877
Catherine Hernandez, Esq.
20 Nevada Bar No. 8410
Jamie S. Hendrickson, Esq.
21 Nevada Bar No. 12770
7866 West Sahara Avenue
22 Las Vegas, Nevada 89117
Tel: (702) 853-5490
23 Fax: (702) 227-1975
24 *Attorneys for Plaintiff/Counterdefendants*

EXHIBIT A

1
2
3 1. Please provide any and all communications between you and Robert Dziubla
4 related to the Front Sight Project.

5 2. Please provide any and all communications between you and Jon Fleming related
6 to the Front Sight Project.

7 3. Please provide any and all communications between you and Linda Stanwood
8 related to the Front Sight Project.

9 4. Please provide any and all communications between you and EB5 Impact Advisors,
10 LLC related to the Front Sight Project.

11 5. Please provide any and all communications between you and EB5 Impact Capital
12 Regional Center, LLC related to the Front Sight Project.

13 6. Please provide any and all communications between you and Las Vegas
14 Development Fund, LLC related to the Front Sight Project.

15 7. Please provide any and all documents in your possession and/or control related to
16 the Front Sight Project.

17 8. Please provide any and all documents related to your attempts to source EB-5
18 immigrant investors for the Front Sight Project, including but not limited to communications with
19 potential EB-5 immigrant investors and agents of potential EB-5 immigrant investors.

20 9. Please provide any and all communications related to your attempts to source EB-
21 5 immigrant investors for the Front Sight Project, including but not limited to communications
22 with potential EB-5 immigrant investors and agents of potential EB-5 immigrant investors.

23 10. Please provide any and all documents in your possession and/or control that refer
24 or relate to any compensation you actually did receive and/or were to receive as a result of any
services you provided or were to provide to Robert Dziubla, Jon Fleming, Linda Stanwood, EB5
Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC, and/or Las Vegas
Development Fund, LLC related to the Front Sight Project.

1 11. Please provide any and all expense and/or reimbursement reports related to your
2 attempts to source EB-5 immigrant investors for the Front Sight Project, including but not limited
3 to communications with potential EB-5 immigrant investors and agents of potential EB-5
4 immigrant investors.

5 12. Please provide any communications between you and Kyle Scott pertaining to the
6 Front Sight Project.

7 13. Please provide any communications between you and Sudhir Shah pertaining to the
8 Front Sight Project.

9 14. Please provide any communications between you and LuRaphael Li pertaining the
10 Front Sight Project.

11 15. Please provide all documents demonstrating your experience raising EB-5 funds
12 for any project before you were hired to raise EB-5 funds for the Front Sight Project.

13 16. Please provide all communications and/or documents between you and Robert
14 Dziubla regarding any project not related to the Front Sight Project that was anticipated to use EB-
15 5 funds and/or for which you sought to be retained to raise EB-5 funds.

16 17. Please provide all communications and/or documents between you and Jon Fleming
17 regarding any project not related to the Front Sight Project that was anticipated to use EB-5 funds
18 and/or for which you sought to be retained to raise EB-5 funds.

19 18. Please provide all communications and/or documents between you and Linda
20 Stanwood regarding any project not related to the Front Sight Project that was anticipated to use
21 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

22 19. Please provide all communications and/or documents between you and EB5 Impact
23 Advisors, LLC regarding any project not related to the Front Sight Project that was anticipated to
24 use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

20. Please provide all communications and/or documents between you and EB5 Impact
Capital Regional Center, LLC regarding any project not related to the Front Sight Project that was
anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

1 21. Please provide all communications and/or documents between you and Las Vegas
2 Development Fund, LLC regarding any project not related to the Front Sight Project that was
3 anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

EXHIBIT B

CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

NOW COMES _____ (name of custodian of records), who after first being duly sworn deposes and says:

1. That the deponent is the _____ (position or title) of _____ (name of employer) and in his or her capacity as _____ (position or title) is a custodian of the records of _____ (name of employer).

2. That _____ (name of employer) is licensed to do business as a in the State of _____.

3. That on the day of the month of _____ day of _____, 2019, the deponent was served with a subpoena in connection with the above-entitled cause, calling for the production of records pertaining to _____.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or _____ (name of employer).

Executed on: _____ (Date) _____ (Signature of Custodian of Records)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2020.

NOTARY PUBLIC in and for the
County of _____, State of _____

1 **EXHIBIT C**

2 **NEVADA RULES OF CIVIL PROCEDURE**

3 **Rule 45 (c) Protection of Persons Subject to Subpoena.**

4 (1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible
5 for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or
6 expense on a person subject to the subpoena. The court that issued the subpoena must enforce this
7 duty and may impose an appropriate sanction — which may include lost earnings and reasonable
8 attorney fees — on a party or attorney who fails to comply.

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

10 (A) **Appearance Not Required.**

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

14 (ii) If documents, electronically stored information, or tangible things are produced
15 to the party that issued the subpoena without an appearance at the place of production, that party
16 must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or
17 electronically reproduce the documents or information, photograph any tangible items not subject
18 to copying, and serve these items on every other party. The party that issued the subpoena may
19 also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a
20 party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes
21 the cost, then the court, on motion, must determine the reasonable cost of copying the documents
22 or information, or photographing the tangible items.

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

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample
the materials or tangible things or to inspect the premises except by order of the court that issued
the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to
produce or permit inspection, the party serving the subpoena may move the court that issued the
subpoena for an order compelling production or inspection; and

1 (iii) if the court enters an order compelling production or inspection, the order must
2 protect the person commanded to produce or permit inspection from significant expense resulting
3 from compliance.

3 **(3) Quashing or Modifying a Subpoena.**

4 **(A) When Required.** On timely motion, the court that issued a subpoena must quash or
5 modify the subpoena if it:

6 (i) fails to allow reasonable time for compliance;

7 (ii) requires a person to travel to a place more than 100 miles from the place where
8 that person resides, is employed, or regularly transacts business in person, unless the person is
9 commanded to attend trial within Nevada;

10 (iii) requires disclosure of privileged or other protected matter and no exception or
11 waiver applies; or

12 (iv) subjects a person to an undue burden.

13 **(B) When Permitted.** On timely motion, the court that issued a subpoena may quash or
14 modify the subpoena if it requires disclosing:

15 (i) a trade secret or other confidential research, development, or commercial
16 information; or

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

19 **(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule
20 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or
21 production under specified conditions if the party serving the subpoena:

22 (i) shows a substantial need for the testimony or material that cannot be otherwise
23 met without undue hardship; and

24 (ii) ensures that the subpoenaed person will be reasonably compensated.

Rule 45(d) Duties in Responding to a Subpoena.

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

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

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

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

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

14 (2) **Claiming Privilege or Protection.**

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

17 (i) expressly make the claim; and

18 (ii) describe the nature of the withheld documents, communications, or tangible things in
19 a manner that, without revealing information itself privileged or protected, will enable the parties
20 to assess the claim.

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

EXHIBIT D

1
2 Plaintiff/Counterdefendant FRONT SIGHT MANAGEMENT LLC and Counterdefendants DR.
3 IGNATIUS PIAZZA, JENNIFER PIAZZA, VNV DYNASTY TRUST I, VNV DYNASTY
4 TRUST II, MICHAEL MEACHER, EFRAIN RENE MORALES-MORENO, MORALES
& MASONRY, INC. are represented by:

5 John P. Aldrich, Esq.
6 Catherine Hernandez, Esq.
7 Jamie S. Hendrickson, Esq.
8 **ALDRICH LAW FIRM, LTD.**
9 7866 West Sahara Avenue
10 Las Vegas, Nevada 89117

11 Defendant/Counterclaimant LAS VEGAS DEVELOPMENT FUND LLC and Defendants EB5
12 IMPACT CAPITAL REGIONAL CENTER LLC, EB5 IMPACT ADVISORS LLC, ROBERT W.
13 DZIUBLA, JON FLEMING and LINDA STANWOOD are represented by:

14 John R. Bailey, Esq.
15 Joshua M. Dickey, Esq.
16 Andrea M. Champion, Esq.
17 **BAILEY KENNEDY**
18 8984 Spanish Ridge Avenue
19 Las Vegas, NV 89148
20
21
22
23
24

EXHIBIT E

EXHIBIT E

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

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

9 *Attorneys for Defendants*
LAS VEGAS DEVELOPMENT FUND LLC; EB5
10 IMPACT CAPITAL REGIONAL CENTER LLC;
EB5 IMPACT ADVISORS LLC; ROBERT W.
11 DZIUBLA; JON FLEMING; and LINDA
STANWOOD

13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

16 FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,
17
Plaintiff,
18
vs.
19 LAS VEGAS DEVELOPMENT FUND LLC, a
20 Nevada Limited Liability Company; et al.,
21
Defendants.
22
23 AND ALL RELATED COUNTERCLAIMS.

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

**DECLARATION OF ROBERT W.
DZIUBLA IN SUPPORT OF THE EB5
PARTIES' MOTION FOR
PROTECTIVE ORDER REGARDING
SUBPOENAS TO SIMONE WILLIAMS
AND ETHAN DEVINE**

25 I, Robert W. Dziubla, declare as follows:
26 1. I am over eighteen (18) years of age and a resident of the State of California, County
27 of San Diego.
28

1 2. I was an officer of EB5 Impact Advisors LLC (“EB5IA”), prior to its dissolution. I
2 am authorized to make this declaration on its behalf, as well as in my individual capacity.

3 3. I make this Declaration of my personal knowledge, and the matters stated herein are
4 true and correct. If called as a witness, I could, and would testify competently thereto.

5 4. I make this declaration in support of the EB5 Parties’ Motion for Protective Order
6 Regarding Subpoenas to Simone Williams and Ethan Devine.

7 5. To my knowledge, Simone Williams is an attorney licensed in Washington D.C.

8 6. EB5IA initially retained Ms. Williams to provide consulting services regarding EB-5
9 investors in Brazil and to market the EB-5 program to foreign students attending universities within
10 the United States.

11 7. However, it is my understanding that Ms. Williams was thereafter retained by
12 numerous EB-5 Investors who invested in the Front Sight Project.

13 8. It is my understanding that Ms. Williams continues to represent a number of those
14 EB-5 Investors.

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

17 EXECUTED on this 19th day of October, 2020.

18
19 /s/ Robert Dziubla
ROBERT DZIUBLA

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

EXHIBIT F

EXHIBIT F

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

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

9 *Attorneys for Defendants*
LAS VEGAS DEVELOPMENT FUND LLC; EB5
10 IMPACT CAPITAL REGIONAL CENTER LLC;
EB5 IMPACT ADVISORS LLC; ROBERT W.
11 DZIUBLA; JON FLEMING; and LINDA
STANWOOD

12
13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

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

17 Plaintiff,

18 vs.

19 LAS VEGAS DEVELOPMENT FUND LLC, a
20 Nevada Limited Liability Company; et al.,

21 Defendants.

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

**DECLARATION OF ANDREA M.
CHAMPION IN SUPPORT OF THE EB5
PARTIES' MOTION FOR
PROTECTIVE ORDER REGARDING
SUBPOENAS TO SIMONE WILLIAMS
AND ETHAN DEVINE**

22
23 AND ALL RELATED COUNTERCLAIMS.
24

25 I, Andrea M. Champion, declare as follows:

- 26 1. I am over eighteen (18) years of age and a resident of Clark County, Nevada.
27 2. I am counsel for Las Vegas Development Fund LLC, EB5 Impact Capital Regional
28

1 Center LLC, EB5 Impact Advisors LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood
2 (collectively, the “EB5 Parties”) in the above-captioned action.

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

6 2. I make this declaration in support of the EB5 Parties’ Motion for Protective Order
7 Regarding Subpoenas to Simone Williams and Ethan Devine.

8 3. On September 21, 2020, consistent with the Court’s June 30, 2020 Findings of Fact
9 and Conclusions of Law and Order Granting in Part and Denying in Part Defendants’ Motion for
10 Protective Order Regarding Discovery of Consultants’ and Individual Investors’ Confidential
11 Information, I caused a Ninth Supplemental Disclosure to be produced on behalf of the EB5 Parties.

12 4. That production contained, in large part, communications between the EB5 Parties
13 and its Foreign Placement Consultants and/or documents referencing the Foreign Placement
14 Consultants.

15 5. The EB5 Parties designated the majority of the documents produced in conjunction
16 with the EB5 Parties’ Ninth Supplemental Disclosure as “Outside Counsel Eyes Only” (and
17 consistent with Articles 1.3 and 3 of the Protective Order entered by this Court on November 20,
18 2018 (the “Protective Order”).

19 6. On September 21, 2020, in conjunction with the EB5 Parties’ Ninth Supplemental
20 Disclosure, I caused supplemental responses to Front Sight’s Interrogatories to be served on behalf
21 of each of the EB5 Parties.

22 7. The supplemental responses to Front Sight’s Interrogatories discussing Foreign
23 Placement Consultants were likewise designated as “Outside Counsel Eyes Only.”

24 8. Since then, I have received letters from Front Sight challenging the EB5 Parties’
25 designation of information related to the Foreign Placement Consultants as “Outside Counsel Eyes
26 Only.”

27 ///

28 ///

1 9. While I have not yet had the chance to respond to Mr. Aldrich’s correspondence, the
2 EB5 Parties maintain this information is highly confidential and should be designated as such (and
3 consistent with Front Sight’s invitation that the EB5 Parties designate the information as such and
4 representations to the Court that it would abide by such a designation).

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

7 EXECUTED on this 19th day of October, 2020.

8

/s/ Andrea M. Champion
ANDREA M. CHAMPION

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

Reception

From: efilinmail@tylerhost.net
Sent: Tuesday, October 20, 2020 2:11 PM
To: BKfederaldownloads
Subject: Notification of Service for Case: A-18-781084-B, Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s) for filing Service Only, Envelope Number: 6804854

Notification of Service

Case Number: A-18-781084-B
 Case Style: Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
 Envelope Number: 6804854



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

Filing Details	
Case Number	A-18-781084-B
Case Style	Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
Date/Time Submitted	10/20/2020 2:10 PM PST
Filing Type	Service Only
Filing Description	The EB5 Parties' Motion for Protective Order Re: Subpoenas to Simone Williams and Ethan Devine
Filed By	Angelique Mattox
Service Contacts	Front Sight Management LLC: Traci Bixenmann (traci@johnaldrichlawfirm.com) John Aldrich (jaldrich@johnaldrichlawfirm.com) Las Vegas Development Fund LLC: Joshua Dickey (jdickey@baileykennedy.com) John Bailey (jbailey@baileykennedy.com) Bailey Kennedy, LLP (bkfederaldownloads@baileykennedy.com)

	<p>Kathryn Holbert (kholbert@farmercase.com)</p> <p>Andrea Champion (achampion@baileykennedy.com)</p> <p>Keith Greer (keith.greer@greerlaw.biz)</p> <p>Dianne Lyman (dianne.lyman@greerlaw.biz)</p> <p>Mona Gantos (mona.gantos@greerlaw.biz)</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Document Details	
------------------	--

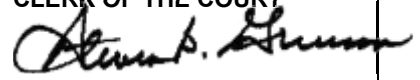
Served Document	Download Document
------------------------	-----------------------------------

This link is active for 30 days.

EXHIBIT “6”

EXHIBIT “6”

Electronically Filed
1/5/2022 5:52 PM
Steven D. Grierson
CLERK OF THE COURT



1 **MOT**
Nicole E. Lovelock, Esq.
2 Nevada State Bar No. 11187
Sue Trazig Cavaco, Esq.
3 Nevada State Bar No. 6150
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
scavaco@joneslovelock.com

7
Kenneth E. Hogan, Esq.
8 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**

17 **CLARK COUNTY, NEVADA**

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

19 Plaintiff,

20 vs.

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

22 Defendants.
23

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

**DEFENDANT/COUNTERCLAIMANTS’
MOTION FOR PROTECTIVE ORDER RE:
SUBPOENAS FOR DEPOSITION AND
PRODUCTION OF DOCUMENTS TO
IMMIGRANT INVESTOR AGENT #1,
IMMIGRANT INVESTOR AGENT #2,
IMMIGRANT INVESTOR AGENT #3, AND
IMMIGRANT INVESTOR AGENT #4**

24 AND ALL RELATED COUNTERCLAIMS.

HEARING REQUESTED

25
26 Defendant/Counterclaimants Las Vegas Development Fund, LLC (“LVDF”), EB5 Impact
27 Capital Regional Center, LLC (“EB5 Impact CRC”), EB5 Impact Advisors, LLC (“EB5 Impact”),
28

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

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

1 Robert W. Dziubla (“Dziubla”), Jon Fleming (“Fleming”), and Linda Stanwood (“Stanwood”)
2 (collectively as “Lender Parties”), by and through their attorneys of record, and hereby move this
3 Court for a protective order, pursuant to NRCP 26(c), as to the subpoenas for depositions and
4 documents from nonparty Immigrant Investor Agent #1 (IIA#1), nonparty Immigrant Investor Agent
5 #2 (IIA#2), nonparty Immigrant Investor Agent #3 (IIA#3), and nonparty Immigrant Investor Agent
6 #4 (IIA#4) (“Motion”).^{1 2}

7 Plaintiff Front Sight Management LLC (“Front Sight”) is going on yet another fishing
8 expedition here, in furtherance of its “bleed them dry” litigation strategy. Now that it has received
9 unredacted documents, it is using this confidential information to obtain material almost exclusively
10 related to the Immigrant Investors’ identities and investment information, through the agents, that
11 this Court has already found NOT to be “germane to the claims and defenses in this case.”³ Indeed,
12 this Court has already specifically disallowed such discovery.⁴

13 ///

14 ///

15

16

17

18

19

20

21

22

23 ¹ Lender Parties and their counsel have been provided the name and address of all Immigrant Investor Agents via email. Because this information is deemed confidential, Plaintiff has omitted this information from this Motion.

24 ² True and correct copies of all received Notices of Intent to Issue Subpoena and Production of Documents to the various agents are attached hereto respectively as **Exhibits A – D** and are incorporated herein by this reference.

25 ³ Through a series of motions Borrower Parties were able to obtain unredacted copies of documents including confidential information through trickery. *See*, Dkt. 463, 594, 599, 603, 607 - 609, 626, 628, 629, 633, 635 - 651, 655, 666, 669 - 671, 674, 681, 687, 688, 690 - 692, 696 -704, 710 . Lender Parties do not deem any privilege as to these issues waived *via* this forcibly divulged information/documentation.

27 ⁴ *See*, Dkt. 371, 397, 463, 533, 536, 554, 555, 556, and 590.

28

1 This motion is made and based upon the Nevada Rules of Civil Procedure (“NRCP”), the
2 Declaration of Nicole E. Lovelock, Esq. (“Lovelock Dec.”) attached hereto as **Exhibit E**, the
3 Declaration of Robert Dziubla. (“Dziubla Dec.”) attached hereto as **Exhibit F**, the Memorandum of
4 Points and Authorities, the pleadings and papers on file in this action, the exhibits attached hereto,
5 and any oral argument this Honorable Court allows at any hearing of this motion.

6 DATED this 5th day of January 2022.

7 /s/ Nicole E. Lovelock, Esq.

8 _____
9 Nicole E. Lovelock, Esq.
10 Nevada Bar No. 11187
11 Sue Trazig Cavaco, Esq.
12 Nevada State Bar No. 6150
13 **JONES LOVELOCK**
14 6600 Amelia Earhart Court, Suite C
15 Las Vegas, Nevada 89119

12 Kenneth E. Hogan, Esq.
13 Nevada State Bar No. 10083
14 **HOGAN HULET PLLC**
15 10501 W. Gowan Rd., Suite 260
16 Las Vegas, Nevada 89129

17 *Attorneys for Las Vegas Development*
18 *Fund, LLC, EB-5 Impact Capital Regional*
19 *Center, LLC, EB-5 Impact Advisors, LLC,*
20 *Robert W. Dziubla, Jon Fleming and Linda Stanwood*

17 ///

18 ///

19 ///

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

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

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Despite the Court’s repeated rulings, Front Sight is *again* seeking to obtain documents and testimony that the Court has already ruled against. It is obvious that Front Sight, and its associated parties (collectively “Borrower Parties”), wants Lender Parties to waste time and fees. Again, as part of the plan, to avoid actually litigating this matter on its merits, and as principal Ignatius Piazza has proudly proclaimed, the litigation strategy is to purposefully engage in tactics to out-paper and out-spend Lender Parties to win by attrition.⁵

In furtherance of these efforts, Front Sight is ignoring what has occurred in the case and is propounding discovery to harass, annoy, and needlessly cost Lender Parties and their business associates, time and money. Front Sight is attempting to serve subpoenas that are:

- (i) In direct violation of this Court’s Findings of Fact and Conclusions of Law and Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order Regarding Discovery of Consultants and Individual Investors Confidential Information (“June 30th Protective Order”).⁶
- (ii) After the Court already ruled that Borrower Parties could not seek similar information from two non-party Immigrant Investor Agents, Simone Williams, Esq. and Ethan Divine.⁷
- (iii) After the Court refused to amend or alter the June 30, 2020 Protective Order.⁸

Still, despite the Court’s repeated rulings, Borrower Parties now seek to conduct the deposition of four of the Immigrant Investor Agents and have subpoenaed documents designed to discover, among other

⁵ See, Dziubla Dec. There is a recording from a July 4, 2021 seminar held by Front Sight. Lender Parties can deliver the full audio recording to the Court upon request. Attached **Ex. 1** to the Dziubla Dec. is a transcription of the recording from 02:24:29 until the end of the recording. Mr. Dziubla’s declaration indisputably identifies and confirms the voice of Mr. Ignatius Piazza. Mr. Piazza cannot dispute that it is his voice and that he made those comments at a seminar. Mr. Piazza has thus far refused to appear for deposition and, therefore, there has not been questioning as to this tape.

⁶ See, Dkt. 371, 397, and 463.

⁷ See, Dkt. 533, 536, 554, 555, 556, and 590.

⁸ *Id.*

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

1 irrelevant and undiscoverable information, the Investors’ identities and investment information that this
2 Court has already ruled are not germane to the claims and defenses in this case.⁹

3 In addition to the sought information being private and confidential, the requested information
4 is not admissible, is not likely to lead to the discovery of admissible evidence and is disproportionate to
5 the needs of the case. Indeed, consideration of the nature of the information sought and the fact that, per
6 this Court’s decision, it has no relevance to the claims and defenses at issue leads to but one reasonable
7 conclusion: Borrower Parties’ true intent in seeking this information is to harass, annoy, embarrass,
8 and/or oppress Lender Parties, the individual investors, and consultants, and to otherwise cause
9 Borrower Parties undue burden or expense. A protective order is appropriate.

10 **II.**

11 **STATEMENT OF RELEVANT FACTS/PROCEDURAL HISTORY**

12 On a straight-forward case regarding a borrowers’ failure to repay the loan, Borrower Parties’
13 have engaged in scorched earth litigation. For instance, in a three-month span, Front Sight propounded
14 more than 1,000 discovery demands upon the Lender Parties—an effort to overwhelm the Lender Parties
15 with written discovery while simultaneously filing excessive motions against them.¹⁰ Indeed, early in
16 this litigation, this Court acknowledged it is among the most—if not the most—number of motions seen
17 in a single case.¹¹

18 **A. June 30th Protective Order**

19 One such motion involved Borrower Parties’ written discovery regarding these same
20 Immigrant Investor Agents to whom the subject subpoenas are issued.¹² After lengthy briefing, this
21 Court disallowed certain discovery *via* its June 30, 2020 Protective Order.¹³ Therein, this Court
22 specifically Found the following:

23
24 _____

25 ⁹ See, Dkt. 463 and 590.

26 ¹⁰ See, e.g., Dkt. 412.

27 ¹¹ *Id.*

28 ¹² See, Dkt. 371, 397, and 463.

¹³ See, Dkt. 463.

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

1 4. The foreign immigrant investors who subscribed to the offering are investors in
2 LVD Fund; they are not investors in Front Sight.

3 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for
4 construction of the Project as memorialized by the October 6, 2016 Construction Loan
5 Agreement (the “CLA”).

6 This Court then went on to make the following Conclusion of Law as to these issues:

7 5. The Investors’ identities and investment information are not germane to the claims
8 and defenses in this case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will
9 not allow discovery as to the Investors.

10 7. However, limited information concerning the Foreign Placement Consultants is
11 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history,
12 and extent of the EB5 Parties’ prior relationship with the Foreign Placement
13 Consultants is relevant to Front Sight’s claims that the EB5 Parties misrepresented
14 that it had a network of relationships for potentially sourcing EB-5 investors.
15 Consequently, notwithstanding the potential privilege and confidentiality concerns,
16 the Court will allow limited discovery concerning the identities of the EB5 Parties’
17 Foreign Placement Consultants, the prior work these consultants performed on behalf
18 of the EB5 Parties, the timing of the formation of those business relationships, and
19 the degree of success those Foreign Placement Consultants achieved for the EB5
20 Parties in prior work.¹⁴

21 **B. The Court Already Refused To Allow Similar Subpoenas**

22 Months after the entry of the June 30, 2020 Protective Order, on or about October 12, 2020,
23 in direct violation of that Protective Order, Borrower Parties issued two Notices of Intent to Issue
24 Subpoena for Deposition and Production of Documents to Simone Williams, Esq.—who Front Sight
25 is aware represents some of the EB-5 investors—and Ethan Devine—a former employee of EB5IA
26 (collectively, the “Subpoenas”)¹⁵. Therein, Borrower Parties request, via the Subpoenas, information
27 about (and communications with) the EB-5 investors, potential EB-5 investors, and information
28 about the foreign placement agents that goes beyond the limited scope of the Court’s Order. Those
Subpoenas included document requests that are nearly identical to those intended to be served upon
the Immigrant Investors that are the subject of this Motion and seek the same type of confidential
and irrelevant information.¹⁶

¹⁴ *Id.*

¹⁵ *See, Exhibits G and H*, respectively.

¹⁶ *See, Id.* in conjunction with *Ex.’s A- D*.

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

1 After receipt of the Subpoenas, Lender Parties rightfully moved for a protective order based,
2 in large part, upon the Court’s June 30, 2020 Protective Order.¹⁷ On November 2, 2020, Borrower
3 Parties formally opposed that Motion and filed a countermotion to “correct” said protective Order
4 per NRCP 60(a).¹⁸ In that denied countermotion, Borrower Parties made the SAME argument that
5 they use today to avoid abiding by this Court’s June 30th 2020 Protective Order, as follows:

6 The Order provided by Defendants and entered by the Court substantially
7 limits the language of the Court’s Minute Order. The Minute Order allows for the
8 discovery related to “the nature, history, and extent of the Defendants’ relationship
9 with the consultants.” The Order entered limits this discovery to Front Sight’s claims
10 about the lack of pre-existing network of investor agents, and to the nature, history,
11 and extent of the Defendants’ prior relationship with the consultants and prior success
12 achieved for Defendants.¹⁹

13 After a full hearing on the merits, this Court justifiably GRANTED the Lender Parties’
14 request for a protective order and DENIED Borrower Parties’ countermotion to correct.²⁰ In fact,
15 this Court specifically included the following Findings in the resulting January 25, 2021 Protective
16 Order:

17 Pursuant to the Court’s June 30, 2020 Findings of Fact and Conclusions of
18 Law and Order Granting in Part and Denying in Part Defendants’ Motion for
19 Protective Order Regarding Discovery of Consultants’ and Individual Investors’
20 Confidential Information (the “June 30, 2020 Order”), the Court has already found
21 that only limited information concerning the Foreign Placement Consultants is
22 relevant to Front Sight’s fraud claims—specifically, that only the nature, history, and
23 extent of the EB5 Parties’ prior relationships with the Foreign Placement Consultants
24 is relevant to Front Sight’s claims—and that information about the EB-5 Investors’
25 and potential investors (including their identities and investment information) are not
26 germane to the claims and defenses in this case and therefore not subject to discovery.

27 **The Court’s June 30, 2020 Order stands.**
28 Accordingly, while Front Sight is entitled to depose third parties, including but not
limited to Ms. Williams and Mr. Devine, any depositions Front Sight may take in this
matter must be consistent with the limitations set forth in the Court’s June 30, 2020
Order.

IT IS ALSO ORDERED that pursuant to the Court’s June 30, 2020 Order,
Front Sight is not entitled to request that third parties, including but not limited to Ms.
Williams and Mr. Devine, produce documents in violation of the Court’s June 30,
2020 Order.

26 ¹⁷ See, Dkt. 533.

27 ¹⁸ See, Dkt. 536, 590.

28 ¹⁹ Dkt. 536 p.12 ln 9-14.

²⁰ See, Dkt. 590.

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

1 Based on the foregoing, the Court **HEREBY ORDERS** that Front Sight issue
2 new subpoenas to Ms. Williams and Mr. Devine, consistent with the limitations of the
Court’s June 30, 2020 Order.²¹

3 **C. Ignoring the Court’s Rulings, the Borrower Parties Again Try to Subpoena Irrelevant**
4 **Information**

5 Despite the initial June 30, 2020 Protective Order and Borrower Parties already failed attempt
6 to circumvent the Court’s Order *via* their quashed Subpoenas to Ms. Williams and Mr. Devine,
7 Borrower Parties again brazenly seek this same confidential and disallowed information from the
8 Immigrant Investor Agents 1-4.²² The entered July 6, 2020 Protective Order remains effective
9 today.²³

10 Borrower Parties’ current Subpoenas, as drafted, necessarily seek information regarding the
11 Immigrant Investors’ identities and investment information that is not germane to the claims and
12 defenses in this case and has already been protected from disclosure in the July 6, 2020 Protective
13 Order, and confirmed in the January 25, 2021 Protective Order, instead of the requisite specifically
14 tailored Requests to discover the nature, history, and extent of the EB5 Parties’ prior relationship
15 with the Foreign Placement Consultants, as allowed by the Court.²⁴

16 Significantly, Lender Parties only possess the documents that led to the creation of the subject
17 subpoenas because of their continued and systematic bad faith litigation tactics and purposeful
18 trickery. Specifically, on February 11, 2021, Plaintiff filed the Motion to (1) De-Designate documents
19 Disclosed by Defendants and Marked as “Outside Counsel Eyes Only” Pursuant to Protective Order;
20 (2) Compel Defendants to Provide Unredacted Documents, and (3) For a Declaration that the “Outside
21 Counsel Eyes Only” Designation Does Not Apply to the NES documents (“Motion to De-Designate”).²⁵

22 _____

23 ²¹ *Id.*

24 ²² *See, Ex.’s A- D* in conjunction with *Ex.’s G and H.*

25 ²³ Through a series of motions Borrower Parties were able to obtain unredacted copies of documents identifying, among
26 other confidential information, the identity of the Immigrant Investor Agent information through trickery. *See, Dkt. 463,*
27 *594, 599, 603, 607 - 609, 626, 628, 629, 633, 635 - 651, 655, 666, 669 - 671, 674, 681, 687, 688, 690 - 692, 696 -704,*
28 *710. Lender Parties do not deem any privilege as to these issues waived via this forcibly divulged*
information/documentation.

²⁴ *See, Ex.’s A-D; see also, Dkt.463 and 590.*

²⁵ *See, Dkt. 594 (emphasis added).*

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

1 The Motion to De-Designate is premised upon the false allegation that Lender Parties improperly
2 designated documents as OCEO and redacted large portions of documents without any explanation.²⁶

3 Unfortunately, Lender Parties’ then lead counsel simply believed the representation that
4 Borrower Parties never received an explanation of the individual redactions and failed to determine if
5 this representation was accurate. This led to the numerous filings and tens of thousands of dollars of
6 unnecessary attorneys’ fees incurred by both parties and resulted in the Lender Parties being forced to
7 produce unredacted privileged documents.²⁷

8 As it turns out, on January 22, 2021, Borrower Parties then lead counsel, Bailey Kennedy,
9 served: (i) a 681-page redaction log (“Redaction Log”) explaining every redaction; and (ii) a twenty-
10 five-page amended privilege log (“Amended Privilege Log”).²⁸ These redactions were based upon the
11 Court’s ruling from Court’s June 30, 2020 Findings of Fact, Conclusions of Law and Order (“June 30th
12 Protective Order”). The information redacted was protected by the June 30th Protective Order.²⁹

13 Despite the competing Orders, and despite Lender Parties’ justified fear that Borrower Parties
14 would use the judicially deemed confidential and undiscoverable information inappropriately,
15 Lender Parties produced the unredacted documents.³⁰ As expected, on or about December 10, 2021,
16 Lender Parties’ counsel received an email from Borrower Parties’ counsel that confirmed Borrower
17 Parties’ intent to subpoena several of the Immigrant Investor Agents for deposition. Said subpoenas
18 would also include document requests.³¹

19 Importantly, Front Sight knew at the time that the email was prepared, and presumably when
20 the formal Notices of Intent were drafted and served, that Lender Parties would object to all requests.
21 Presumably, that is why counsel carefully phrased his email and included legal argument.³² On
22

23 ²⁶ See, *Id.*

24 ²⁷ See, Dkt. 669.

25 ²⁸ See, Dkt.718, 719.

26 ²⁹ See, Dkt. 463, 719.

27 ³⁰ See, Lovelock Dec. at ln. 5.

28 ³¹ See, *Id.* at ln 6.

³² See, *Id.* at ln. 7.

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

1 December 21, 2021, Plaintiff served the subject Notices of Intent to Issue Subpoena and Documents
2 for a total of four of these agents.³³

3 **D. Objection and Meet and Confer**

4 As detailed in the formal Objections to each subpoena that were served upon Borrower Parties
5 on or about December 28, 2021, Lender Parties review and analysis of said subpoenas revealed, as
6 anticipated, that bulk of Borrower Parties’ document requests are inappropriate.³⁴ Additionally, the
7 Borrower Parties’ continued intent to harass Borrower Parties and their business associates is
8 transparent here; Borrower Parties did NOT receive any funds from ANY of the clients of the
9 Immigrant Investor Agents to whom these subpoenas are directed.³⁵

10 As such, on January 3, 2022 Lender Parties’ counsel had a meet and confer conversation about
11 the Notices of Intent with Borrower Parties’ counsel.³⁶ At that time, counsel stated that his clients,
12 Borrower Parties, understood that the parties had a fundamentally different opinion as to the scope
13 and breath of the June 30 2020 Protective Order.³⁷ He then confirmed that Borrower Parties’ position
14 is, despite their failed attempt to “correct” the clearly limited discovery scope and failure to move to
15 set aside the June 30 2020 Protective Order, that the Court had somehow “backed off” said Order.³⁸

16 Borrower Parties continued conscious disregard of this Court’s long-standing and confirmed
17 June 30, 2020 Protective Order should not be tolerated. Thus, the Lender Parties have been forced
18
19

20
21 ³³ **Ex.’s A-D.**

22 ³⁴ True and correct copies of Lender Parties’ Objections to Defendant/Counterclaimants’ Objections To Plaintiff’s Notice
23 Of Intent To Issue Subpoena For Deposition And Production Of Documents To Immigrant Investor Agent #1, Lender
24 Parties’ Objections to Defendant/Counterclaimants’ Objections To Plaintiff’s Notice Of Intent To Issue Subpoena For
25 Deposition And Production Of Documents To Immigrant Investor Agent #2, Lender Parties’ Objections to
26 Defendant/Counterclaimants’ Objections To Plaintiff’s Notice Of Intent To Issue Subpoena For Deposition And
27 Production Of Documents To Immigrant Investor Agent #3, and Lender Parties’ Objections to
28 Defendant/Counterclaimants’ Objections To Plaintiff’s Notice Of Intent To Issue Subpoena For Deposition And
Production Of Documents To Immigrant Investor Agent #4 are attached hereto as **Exhibits I-L**, consecutively, and are
incorporated herein buy this reference.

³⁵ See, Dziubla Dec. at 7 and 8.

³⁶ See, Lovelock Declaration at 13.

³⁷ See, *Id.*

³⁸ See, *Id.* at 14-16.

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

1 to bring this Motion to ensure that Borrower Parties comply with the June 30, 2020 Protective Order
2 both in their document requests and deposition questioning.

3 **III.**

4 **THIS COURT HAS ALREADY DEEMED THE BULK OF THE INFORMATION SOUGHT**
5 **IN THE SUBPOENAS NOT DISCOVERABLE; A PROTECTIVE ORDER IS WARRANTED**

6 **A. Applicable Legal Standards.**

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

10 As amended, NRCP 26(b)(1) requires that discovery seek information “relevant to any party's
11 claims or defenses and proportional needs of the case,” departing from the past scope of “relevant to
12 the subject matter involved in the pending action.” “A trial judge must be afforded reasonable
13 discretion in controlling the conduct of pretrial discovery.”³⁹ “Without reasonable judicial control,
14 the instruments of discovery are susceptible to abuse and may be utilized for purposes of delay,
15 annoyance and harassment.”⁴⁰

16 NRCP 26(c) provides trial courts with the authority, “for good cause shown,” to “make any
17 order which justice requires to protect a party or person from annoyance, embarrassment, oppression,
18 or undue burden or expense.” A court may issue a protective order “that certain matters not be
19 inquired into, or that the scope of the discovery be limited to certain matters.”⁴¹

20 Pursuant to NRCP 37(a)(5), should the Court grant the Motion for Protective Order, “the
21 court must, after giving an opportunity to be heard, require the party or deponent whose conduct
22 necessitated the motion, the party or attorney advising that conduct, or both to pay the movant’s
23 reasonable expenses incurred in making the motion, including attorney fees.”

24 NRCP 45 governs the issuing and objections to subpoenas. Thereunder, the party serving the
25 subpoena has an obligation to provide all other parties in the matter with a Notice of Intent to serve

26 _____
27 ³⁹ *Jones v. Bank of Nevada*, 91 Nev. 368, 370, 535 P.2d 1279, 1280 (1975).
28 ⁴⁰ *Id.* (internal citation omitted).
⁴¹ *Id.*

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

1 said subpoena along with a copy of the subject subpoena.⁴² Any party objecting to the subpoena
2 must serve written objections to the subpoena and file a motion for a protective order within 7 days
3 of receipt of the Notice of Intent.⁴³ Once filed, the subpoena may not issue until the motion is
4 addressed by the Court or it is amended to comply with the opposing party’s objections.⁴⁴

5 **B. A Protective Order is Necessary to Enforce this Court’s Valid July 2020 Protective**
6 **Order and the Disclosure of LVDF’s Confidential, Private and Trade Secret**
7 **Information.**

8 Despite this Court’s specific abolition of the same, Borrower Parties once again seek various
9 material that will necessarily divulge the already-protected information as to the Immigrant
10 Investors’ identities and investment information that are, per the law of this case, not germane to the
11 claims and defenses⁴⁵.

12 Again, this Court has already specifically found that “[T]he foreign immigrant investors who
13 subscribed to the offering are investors in LVD Fund; they are not investors in Front Sight. The
14 Investors’ identities and investment information are not germane to the claims and defenses in this
15 case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will not allow discovery as to the
16 Investors.”⁴⁶

17 The following are a few examples of such inappropriate requests and the reasons supporting
18 a protective order:

19 **Request No. #1:** This Request that seeks ALL communications between IIA#4 and
20 Robert Dziubla regarding the Front Sight Project, as drafted, necessarily seeks
21 information regarding the Investors’ identities and investment information that is not
22 germane to the claims and defenses in this case and has already been protected from
disclosure in the July 6, 2020 Protective Order.⁴⁷ It is highly likely that this
information will be included within said communications. This Request does not
specifically seek information tailored to discover the nature, history, and extent of the

24 ⁴² See, NRCP 45(a)(4)(A).
25 ⁴³ See, NRCP 45(a)(4)(B)(i) and (ii). Lender Parties’ Objections were filed within the statutory timeline. The instant
Motion was filed after the seven days by agreement of counsel. See, Lovelock Dec. at ln 11.
26 ⁴⁴ See, NRCP 45(a)(4)(B)(iv).
27 ⁴⁵ See, Dkt. 463, 590; Ex.’s A-D; I-L.
28 ⁴⁶ See, Dkt. 463; confirmed by Dkt. 590.
⁴⁷ See, Dkt.463.

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

1 EB5 Parties’ prior relationship with the Foreign Placement Consultants, as allowed
2 by the Court.⁴⁸ Instead, it seeks personal, confidential information of non-parties,
3 many of whom will have no connection to any party in this litigation. IIA#4 is not at
4 liberty to disclose information related to Lender Parties’ and/or IIA#4’s
5 customers/clients who have not authorized said disclosures. Doing so would open
6 both Lender Parties’ and/or IIA#4 up to claims by their clients/customers for release
7 of said personal information. This Request is also overbroad in timeframe and scope,
8 seeks irrelevant information and is not proportional to the parties’ claims and/or
9 defenses. Further, the phrase “related to” is undefined, overbroad and may seek
10 confidential and/or proprietary information, and information protected by attorney-
11 client privilege and/or attorney work product.

12 **Request No. 7:** This Request for all documents related to the Front Sight Project, as
13 drafted, necessarily seeks information regarding the Investors’ identities and
14 investment information that is not germane to the claims and defenses in this case and
15 has already been protected from disclosure in the July 6, 2020 Protective Order.⁴⁹ It
16 is highly likely that this information will be included within said documents. This
17 Request does not specifically seek information tailored to discover the nature, history,
18 and extent of the EB5 Parties’ prior relationship with the Foreign Placement
19 Consultants, as allowed by the Court.⁵⁰ Instead, it seeks personal, confidential
20 information of non-parties, many of whom will have no connection to any party in
21 this litigation. IIA#4 is not at liberty to disclose information related to Lender Parties’
22 and/or IIA#4’s customers/clients who have not authorized said disclosures. Doing so
23 would open both Lender Parties’ and/or IIA#4 up to claims by their clients/customers
24 for release of said personal information. This Request is also overbroad in timeframe
25 and scope, seeks irrelevant information and is not proportional to the parties’ claims
26 and/or defenses. Further, the phrases “any and all” and “related to” are undefined,
27 overbroad and may seek confidential and/or proprietary information, and information
28 protected by attorney-client privilege and/or attorney work product.

Request No. 9: This Request, that seeks ALL communications related to any contact
with even potential EB-5 immigrant investors and their agents for the Front Sight
Project, as drafted, necessarily seeks information regarding the Investors’ identities
and investment information that is not germane to the claims and defenses in this case
and has already been protected from disclosure in the July 6, 2020 Protective Order.⁵¹
This Request does not specifically seek information tailored to discover the nature,
history, and extent of the EB5 Parties’ prior relationship with the Foreign Placement
Consultants, as allowed by the Court.⁵² Instead, it seeks personal, confidential
information of non-parties who may have no affiliation whatsoever with the Front
Sight Project or any party in this action. IIA#4 is not at liberty to disclose information
related to Lender Parties’ and/or IIA#4’s customers/clients who have not authorized
said disclosures. Doing so would open both Lender Parties’ and/or IIA#4 up to claims
by their clients/customers for release of said personal information. This Request is
also overbroad in timeframe and scope, seeks irrelevant information regarding even
prospective investors, and is not proportional to the parties’ claims and/or defenses.

25 ⁴⁸ See, *Id.*

26 ⁴⁹ *Id.*

27 ⁵⁰ *Id.*

28 ⁵¹ *Id.*

⁵² *Id.*

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

1 Further, the phrase “related to” is undefined, overbroad and may seek confidential
2 and/or proprietary information, and information protected by attorney-client privilege
and/or attorney work product.

3 **Request No. 19:** This Request that seeks ALL communications and/or documents
4 between IIA#4 and EB Impact Advisors, LLC regarding any project not related to the
5 Front Sight Project that was anticipated to use EB-5 funds and/or for which IIA#4
6 sought to be retained to raise EB-5 funds, as drafted, necessarily seeks information
7 regarding the Investors’ identities and investment information that is not germane to
8 the claims and defenses in this case and has already been protected from disclosure in
9 the July 6, 2020 Protective Order.⁵³ It is highly likely that this information will be
10 included within said communications. This Request does not specifically seek
11 information tailored to discover the nature, history, and extent of the EB5 Parties’
12 prior relationship with the Foreign Placement Consultants, as allowed by the Court.⁵⁴
13 Instead, due to its overbreadth, it seeks personal, confidential information of non-
parties who, by the very language of the Request, most likely have no affiliation with
the Front Sight Project or the parties to the litigation. IIA#4 is not at liberty to disclose
information related to Lender Parties’ and/or IIA#4’s customers/clients who have not
authorized said disclosures. Doing so would open both Lender Parties’ and/or IIA#4
up to claims by their clients/customers for release of said personal information. This
Request also seeks irrelevant information and is not proportional to the parties’ claims
and/or defenses. Further, the phrases “regarding” and “project” are undefined,
overbroad and may seek confidential and/or proprietary information, and information
protected by attorney-client privilege and/or attorney work product.

14 **Request No. 25:** This Request, that seeks ALL documents that demonstrate how, and
15 how much IIA#4 was compensated in any way related to the Front Sight Project, as
16 drafted, necessarily seeks information regarding the Investors’ identities and
17 investment information that is not germane to the claims and defenses in this case and
18 has already been protected from disclosure in the July 6, 2020 Protective Order.⁵⁵ This
19 Request does not specifically seek information tailored to discover the nature, history,
and extent of the EB5 Parties’ prior relationship with the Foreign Placement
Consultants, as allowed by the Court.⁵⁶ Instead, it seeks personal, confidential
information of this non-party. IIA#4 should not be forced to disclose its confidential
business and pricing information. Such documentation is irrelevant to his experience
or prior relationship with Lender Parties.

20 Any response to such requests would necessarily require revealing the identity and financial details
21 of the individual investors. A protective order should issue.⁵⁷

22 _____

23 ⁵³ *Id.*

24 ⁵⁴ *Id.*

25 ⁵⁵ *Id.*

26 ⁵⁶ *Id.*

27 ⁵⁷ Although the bulk of this Motion addresses Borrower Parties’ subpoena *duces tecum* and the requests contained
28 therein, the Subpoenas also call for the depositions of the Immigrant Investor Agents #1-4. The Lender Parties
anticipate that Borrower Parties intend to cover the same ground as the requests in their depositions of the third party
witnesses. Therefore, any order entered by this Court should extend to the Immigrant investor Agents’ deposition
testimony as well.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1) The Information Sought Is Not Admissible Nor Is It Proportional to the Needs of the Case.

Borrower Parties’ subpoenas knowingly seek the disclosure of inadmissible evidence and are clearly disproportionate to the needs of the case.⁵⁸ Again, the agents’ and investor names and financial information is not relevant to any claim or defense; this Court already prohibited Borrower parties from seeking such information.⁵⁹

This matter is set for trial in a few months and discovery is closing in February 2022. Yet, Borrower Parties are now continuing their scorched earth discovery tactics by seeking to propound subpoenas requesting 27 categories of documents from non-party Immigrant Investor Agents whose clients HAVE NOT INVESTED ANY funds into Borrower Parties and seeking their depositions. Indeed, as this Court is keenly aware, Borrower Parties have already undertaken extensive discovery as to all parties and have propounded literally hundreds of document requests upon Lender Parties already. Quite simply, Borrower Parties are still in a frantic search to locate evidence to support their trumped-up fraud claims. In actuality, however, this is an exercise in futility because such evidence does not exist because no fraud was involved on the Lender Parties’ part.

If Borrower Parties truly needed information that may only be found in the possession or control of the nonparty Immigrant Investor Agents, they would have (and could have) issued subpoenas that are narrowly tailored in scope and conform to this Court’s mandate.⁶⁰ Particularly, such requests will seek documents related to the nature, history, and extent of the EB5 Parties’ prior relationship with the Immigrant Investor Agents.⁶¹

Accordingly, this Court should grant the requested Protective Order.

///

⁵⁸ See, Ex’s A-D, I-L.

⁵⁹ See, Dkt.463.

⁶⁰ Id.

⁶¹ Id.

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

1 **2) The Discovery Requests Are Intended To Harass, Annoy, Embarrass And/or**
2 **Oppress Defendants Or To Cause Defendants Undue Burden or Expense.**

3 Clearly, Borrower Parties’ intent regarding these subpoenas was not honorable. They were
4 already keenly aware that the documents sought were disallowed from discovery by this Court.⁶²
5 Because the business relationship between Lender Parties and their Placement Consultants and
6 Investors constitutes a protected trade secret, is not relevant to any claims and defenses, and is
7 confidential, the requests appear to be made for no other reason but to invade the reasonable
8 expectation of the Placement Consultants and Investors and to harass, annoy, and embarrass them
9 (and Lender Parties).

10 Lender Parties have already demonstrated their intent to unabashedly harass the Lender
11 Parties and their business associates by, among other acts, instigating a bogus criminal action against
12 Mr. Dziubla in Nye County, Nevada⁶³; propounding overreaching written discovery requests
13 pursuing confidential information as to Lender Parties’ Immigrant Investor’s personal information⁶⁴;
14 and tricking this Court into compelling Lender Parties to divulge unredacted confidential documents
15 to Borrower Parties⁶⁵; these discovery requests should be viewed as nothing more than an attempt to
16 continue those efforts. Lender Parties are justifiably concerned that if the Immigrant Investor Agents
17 #1- #4 are forced to provide complete responses to these subpoena requests (notwithstanding the fact
18 they seek protected trade secrets and confidential information), Ignatius Piazza would use the
19 investor contact and personal information to further prejudice Lender Parties and their ongoing
20 relationship with their investors.

21 Therefore, because the requested information is confidential and of no value to the present
22 litigation, and Borrower Parties have already continuously exhibited a history of using contact
23

24 _____
25 ⁶² See, Dkt. 463, Ex.’s A-D, I-L.
26 ⁶³ Said charges were swiftly dropped.
27 ⁶⁴ See, Dkt. 371, 397, and 463.
28 ⁶⁵ See, Dkt. 463, 594, 599, 603, 607 - 609, 626, 628, 629, 633, 635 - 651, 655, 666, 669 - 671, 674, 681, 687, 688, 690 -
692, 696 -704, 710.

1 information for agents to unfairly prejudice the Lender Parties, access to such information should
2 again be denied.

3 **IV.**

4 **CONCLUSION**

5 For the reasons set forth above, this Court should issue an Order enforcing its June 30, 2020
6 Protective Order and confirming that Borrower Parties are not entitled to, and must not seek to obtain,
7 information or documents from the Immigrant Investor Agents #1- #4, including Investor names,
8 contact information, bank account information, or any such identifying information of any Immigrant
9 Investor, including, but not limited to, the terms or existence of any Investor’s contract. The scope
10 of any deposition of Immigrant Investor Agent #1- #4 should be narrowly tailored and limited to
11 information specifically regarding the nature, history, and extent of the EB5 Parties’ prior
12 relationship with said Immigrant Investor Agents.

13 DATED this 5th day of January 2022.

14 /s/ Nicole E. Lovelock, Esq.

15 Nicole E. Lovelock, Esq.

16 Nevada Bar No. 11187

17 Sue Trazig Cavaco, Esq.

18 Nevada State Bar No. 6150

19 **JONES LOVELOCK**

20 6600 Amelia Earhart Court, Suite C

21 Las Vegas, Nevada 89119

22 Kenneth E. Hogan, Esq.

23 Nevada State Bar No. 10083

24 **HOGAN HULET PLLC**

25 10501 W. Gowan Rd., Suite 260

26 Las Vegas, Nevada 89129

27 *Attorneys for Las Vegas Development*
28 *Fund, LLC, EB-5 Impact Capital Regional*
Center, LLC, EB-5 Impact Advisors, LLC,
Robert W. Dziubla, Jon Fleming and Linda Stanwood

24 ///

25 ///

26 ///

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

CERTIFICATE OF SERVICE

1
2 The undersigned hereby certifies that on the 5th day of January 2022, a true and correct copy of
3 the foregoing **DEFENDANT/COUNTERCLAIMANTS’ MOTION FOR PROTECTIVE**
4 **ORDER RE: SUBPOENAS FOR DEPOSITION AND PRODUCTION OF DOCUMENTS**
5 **TO IMMIGRANT INVESTOR AGENT #1, IMMIGRANT INVESTOR AGENT #2,**
6 **IMMIGRANT INVESTOR AGENT #3, AND IMMIGRANT INVESTOR AGENT #4** was
7 served by electronically submitting with the Clerk of the Court using electronic system and serving all
8 parties with an email on record.

9
10 /s/ Julie Linton
An employee of JONES LOVELOCK

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
JONES LOVELOCK
6600 Amelia Earhart Ct., Suite C
Las Vegas, Nevada 89119

EXHIBIT “7”

EXHIBIT “7”

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

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

9 KENNETH HOGAN
Nevada Bar No. 10083
10 JEFFREY HULET
HOGAN HULET PLLC
11 1140 N. Town Center Drive, Ste. 300
Las Vegas, Nevada 89144
12 Telephone: 702.800.5482
Facsimile: 702.508.9554
13 ken@h2legal.com
jeff@h2legal.com
14

15 *Attorneys for Defendants*
LAS VEGAS DEVELOPMENT FUND LLC; EB5
16 IMPACT CAPITAL REGIONAL CENTER LLC;
EB5 IMPACT ADVISORS LLC; ROBERT W.
17 DZIUBLA; JON FLEMING; and LINDA
STANWOOD

18
19 DISTRICT COURT
CLARK COUNTY, NEVADA

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

21
22 Plaintiff,

23 vs.

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

25 Defendants.
26

27 AND ALL RELATED COUNTERCLAIMS.
28

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

**ORDER GRANTING THE EB5
PARTIES' MOTION FOR
PROTECTIVE ORDER REGARDING
SUBPOENAS TO SIMONE WILLIAMS
AND ETHAN DEVINE AND DENYING
FRONT SIGHT MANAGEMENT, LLC'S
COUNTERMOTION TO CORRECT
THE JUNE 30, 2020 ORDER GRANTING
IN PART AND DENYING IN PART
MOTION FOR PROTECTIVE ORDER
OR FROM RELIEF FROM THAT SAME
ORDER**

1 **ORDER GRANTING THE EB5 PARTIES’ MOTION FOR PROTECTIVE ORDER**
2 **REGARDING SUBPOENAS TO SIMONE WILLIAMS AND ETHAN DEVINE AND**
3 **DENYING FRONT SIGHT MANAGEMENT, LLC’S COUNTERMOTION TO CORRECT**
4 **THE JUNE 30, 2020 ORDER GRANTING IN PART AND DENYING IN PART MOTION**
5 **FOR PROTECTIVE ORDER OR FROM RELIEF FROM THAT SAME ORDER**

6 This matter came before the Court on December 2, 2020, at 9:00 a.m. on the EB5 Parties’
7 Motion for Protective Order Regarding Subpoenas to Simone Williams and Ethan Devine (the
8 “Motion”) and on Front Sight’s Countermotion to Correct the June 30, 2020 Order Granting in Part
9 and Denying in Part Motion for Protective Order or for Relief from that Same Order “the
10 Countermotion”). John P. Aldrich appeared on behalf of Plaintiff/Counterdefendants and Andrea M.
11 Champion appeared on behalf of Defendants/Counterclaimant, the Court having reviewed the
12 pleadings on file herein, having heard oral argument by the parties, and good cause appearing
13 therefor,

14 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion for Protective Order is
15 **GRANTED.** Pursuant to the Court’s June 30, 2020 Findings of Fact and Conclusions of Law and
16 Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order Regarding
17 Discovery of Consultants’ and Individual Investors’ Confidential Information (the “June 30, 2020
18 Order”), the Court has already found that only limited information concerning the Foreign Placement
19 Consultants is relevant to Front Sight’s fraud claims—specifically, that only the nature, history, and
20 extent of the EB5 Parties’ prior relationships with the Foreign Placement Consultants is relevant to
21 Front Sight’s claims—and that information about the EB-5 Investors’ and potential investors
22 (including their identities and investment information) are not germane to the claims and defenses in
23 this case and therefore not subject to discovery. The Court’s June 30, 2020 Order stands.
24 Accordingly, while Front Sight is entitled to depose third parties, including but not limited to Ms.
25 Williams and Mr. Devine, any depositions Front Sight may take in this matter must be consistent
26 with the limitations set forth in the Court’s June 30, 2020 Order.

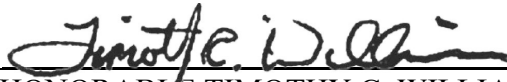
27 **IT IS ALSO ORDERED** that pursuant to the Court’s June 30, 2020 Order, Front Sight is
28 not entitled to request that third parties, including but not limited to Ms. Williams and Mr. Devine,
produce documents in violation of the Court’s June 30, 2020 Order.

1 Based on the foregoing, the Court **HEREBY ORDERS** that Front Sight issue new
2 subpoenas to Ms. Williams and Mr. Devine, consistent with the limitations of the Court's June 30,
3 2020 Order.

4 **IT IS ALSO ORDERED** that Front Sight's Counter-motion to Correct the June 30, 2020
5 Order or alternatively requesting relief from the June 30, 2020 Order is **DENIED**.

6 **IT IS SO ORDERED.**

7 Dated this 25th
8 Dated this 21st day of January, 2021.

9 
10 HONORABLE TIMOTHY C. WILLIAMS
11 DISTRICT COURT JUDGE zj

12 Respectfully submitted by:

13 **BAILEY KENNEDY, LLP**

14 /s/ Andrea M. Champion
15 _____
16 JOHN R. BAILEY
17 Nevada Bar No. 0137
18 JOSHUA M. DICKEY
19 Nevada Bar No. 6621
20 ANDREA M. CHAMPION
21 Nevada Bar No. 13461
22 8984 Spanish Ridge Avenue
23 Las Vegas, Nevada 89148-1302
24 Telephone: 702.562.8820
25 Facsimile: 702.562.8821
26 JBailey@BaileyKennedy.com
27 JDickey@BaileyKennedy.com
28 AChampion@BaileyKennedy.com

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

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

Archived: Monday, January 25, 2021 4:53:18 PM**From:** efilimgmail@tylerhost.net**Sent:** Monday, January 25, 2021 4:49:22 PM**To:** BKfederaldownloads**Subject:** Notification of Service for Case: A-18-781084-B, Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s) for filing Order Granting Motion - OGM (CIV), Envelope Number: 7286099**Importance:** Normal

Notification of Service

Case Number: A-18-781084-B
 Case Style: Front Sight Management LLC,
 Plaintiff(s)vs.Las Vegas Development Fund
 LLC, Defendant(s)
 Envelope Number: 7286099

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

Filing Details	
Case Number	A-18-781084-B
Case Style	Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
Date/Time Submitted	1/25/2021 4:48 PM PST
Filing Type	Order Granting Motion - OGM (CIV)
Filing Description	ORDER GRANTING THE EB5 PARTIES' MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENAS TO SIMONE WILLIAMS AND ETHAN DEVINE AND DENYING FRONT SIGHT MANAGEMENT, LLC'S COUNTERMOTION TO CORRECT THE JUNE 30, 2020 ORDER GRANTING IN PART AND DENYING IN PART MOTION FOR PROTECTIVE ORDER OR FROM RELIEF FROM THAT SAME ORDER
Filed By	Lynn Berkheimer
Service Contacts	Front Sight Management LLC: Traci Bixenmann (traci@johnaldrichlawfirm.com) John Aldrich (jaldrich@johnaldrichlawfirm.com)

Las Vegas Development Fund LLC:

Joshua Dickey (jdickey@baileykennedy.com)

John Bailey (jbailey@baileykennedy.com)

Bailey Kennedy, LLP
(bkfederaldownloads@baileykennedy.com)

Kathryn Holbert (kholbert@farmercase.com)

Andrea Champion (achampion@baileykennedy.com)

Keith Greer (keith.greer@greerlaw.biz)

Dianne Lyman (dianne.lyman@greerlaw.biz)

Mona Gantos (mona.gantos@greerlaw.biz)

Kenneth Hogan (ken@h2legal.com)

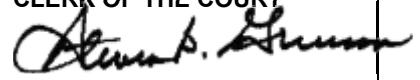
Jeffrey Hulet (jeff@h2legal.com)

Document Details	
Served Document	Download Document
This link is active for 30 days.	

EXHIBIT “8”

EXHIBIT “8”

Electronically Filed
3/29/2022 3:54 PM
Steven D. Grierson
CLERK OF THE COURT



1 **NEOJ**
Andrea M. Champion, Esq.
2 Nevada State Bar No. 13461
Nicole E. Lovelock, Esq.
3 Nevada State Bar No. 11187
Sue Trazig Cavaco, Esq.
4 Nevada State Bar No. 6150
JONES LOVELOCK
5 6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119
6 Tel: (702) 805-8450
Fax: (702) 805-8451
7 achampion@joneslovelock.com
nlovelock@joneslovelock.com
8 scavaco@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

*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

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

21 Plaintiff,
22 vs.

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

24 Defendants.

25 AND ALL RELATED COUNTERCLAIMS

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

**NOTICE OF ENTRY OF ORDER
GRANTING DEFENDANT/
COUNTERCLAIMANTS' MOTION FOR
PROTECTIVE ORDER RE: SUBPOENAS
FOR DEPOSITION AND PRODUCTION
OF DOCUMENTS TO IMMIGRANT
INVESTOR AGENT #1, IMMIGRANT
INVESTOR AGENT #2, IMMIGRANT
INVESTOR AGENT #3, AND IMMIGRANT
INVESTOR AGENT #4**

27 **PLEASE TAKE NOTICE** that an *Order Granting Defendant/Counterclaimants' Motion for*
28 *Protective Order Re: Subpoenas for Deposition and Production of Documents to Immigrant Investor*

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

1 *Agent #1, Immigrant Investor Agent #2, Immigrant Investor Agent #3, Immigrant Investor Agent #4*
2 was filed on the 29th day of March 2022, a true and correct copy of which is attached hereto.

3 DATED this 29th day of March 2022.

4 **JONES LOVELOCK**

5 /s/ Andrea M. Champion, Esq.
6 Nicole Lovelock
7 Nevada Bar No. 11187
8 Sue T. Cavaco
9 Nevada State Bar No. 6150
10 Andrea M. Champion
11 Nevada State Bar No. 13461
12 6600 Amelia Earhart Ct., Suite C
13 Las Vegas, Nevada 89119
14 Tel: (702) 805-8450

15 Kenneth E. Hogan, Esq.
16 Nevada State Bar No. 10083
17 **HOGAN HULET PLLC**
18 10501 W. Gowan Rd., Suite 260
19 Las Vegas, Nevada 89129

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

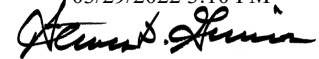
24 **JONES LOVELOCK**
25 6600 Amelia Earhart Ct., Suite C
26 Las Vegas, Nevada 89119
27
28

CERTIFICATE OF SERVICE

1
2 The undersigned hereby certifies that on the 29th day of March 2022, a true and correct copy of
3 the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT/
4 COUNTERCLAIMANTS' MOTION FOR PROTECTIVE ORDER RE: SUBPOENAS FOR
5 DEPOSITION AND PRODUCTION OF DOCUMENTS TO IMMIGRANT INVESTOR
6 AGENT #1, IMMIGRANT INVESTOR AGENT #2, IMMIGRANT INVESTOR AGENT #3,
7 IMMIGRANT INVESTOR AGENT #4**, was served by electronically submitting with the Clerk of
8 the Court using electronic system and serving all parties with an email on record.

9
10 /s/ Julie Linton
11 An employee of JONES LOVELOCK

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
JONES LOVELOCK
6600 Amelia Earhart Ct., Suite C
Las Vegas, Nevada 89119



CLERK OF THE COURT

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

1 **ORDR**
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
12 Fax: (702) 805-8451
13 achampion@joneslovelock.com
14 nlovelock@joneslovelock.com
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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

21 Plaintiff,
22 vs.

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

25 Defendants.

26 AND ALL RELATED COUNTERCLAIMS

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

**ORDER GRANTING DEFENDANT/
COUNTERCLAIMANTS' MOTION FOR
PROTECTIVE ORDER RE: SUBPOENAS
FOR DEPOSITION AND PRODUCTION
OF DOCUMENTS TO IMMIGRANT
INVESTOR AGENT #1, IMMIGRANT
INVESTOR AGENT #2, IMMIGRANT
INVESTOR AGENT #3, AND IMMIGRANT
INVESTOR AGENT #4**

27 This matter having come before the Court on March 11, 2022 at 9:30 a.m. on
28 Defendant/Counterclaimants' Motion For Protective Order Re: Subpoenas for Deposition and

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

1 Production of Documents to Immigrant Investor Agent #1, Immigrant Investor Agent #2, Immigrant
2 Investor Agent #3, and Immigrant Investor Agent #4 (the “Motion”), with John P. Aldrich, Esq.
3 appearing on behalf of Plaintiff/Counterdefendant Front Sight Management LLC and Andrea M.
4 Champion, Esq. and Nicole E. Lovelock, Esq. appearing on behalf of Defendants/Counterclaimants
5 Las Vegas Development Fund, LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact
6 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood (collectively, “EB5 Parties”),
7 the Court having reviewed the pleadings on file herein, having heard oral argument by the parties,
8 and for good cause appearing therefor,

9 **IT IS HEREBY ORDERED** that Defendants/Counterclaimants’ Motion is **GRANTED** in
10 its entirety. Pursuant to the Court’s June 30, 2020 Findings of Fact and Conclusions of Law and
11 Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order Regarding
12 Discovery of Consultants’ and Individual Investors’ Confidential Information (the “June 30, 2020
13 Order”), the Court has already found that only limited information concerning the Foreign Placement
14 Consultants is relevant to Front Sight’s fraud claims—specifically, that only the nature, history, and
15 extent of the EB5 Parties’ prior relationships with the Foreign Placement Consultants is relevant to
16 Front Sight’s claims—and that information about the EB-5 Investors’ and potential investors
17 (including their identities and investment information) are not germane to the claims and defenses in
18 this case and therefore not subject to discovery. The Court’s June 30, 2020 Order stands.

19 **IT IS ALSO ORDERED** that the Court’s January 25, 2021 Order Granting the EB5 Parties’
20 Motion for Protective Order Regarding Subpoenas to Simone Williams and Ethan Devine and
21 Denying Front Sight Management, LLC’s Countermotion to Correct the June 30, 2020 Order
22 Granting in Part and Denying in Part Motion for Protective Order or Relief From That Same Order
23 (the “January 25, 2021 Order”) stands.

24 **IT IS ALSO ORDERED** that pursuant to the June 30, 2020 Order and the January 25, 2021
25 Order, Front Sight is entitled to depose third parties, including but not limited to, Immigrant Investor
26 Agent #1, Immigrant Investor Agent # 2, Immigrant Investor Agent # 3, and Immigrant Investor
27 Agent #4, but that any depositions Front Sight may take in this matter must be consistent with the
28 limitations set forth in the Court’s June 30, 2020 Order and the January 25, 2021 Order.


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

1 **IT IS ALSO ORDERED** that pursuant to the Court’s June 30, 2020 Order and the January
2 25, 2021 Order, Front Sight is not entitled to request that third parties, including but not limited to,
3 Immigrant Investor Agent #1, Immigrant Investor Agent # 2, Immigrant Investor Agent # 3, and
4 Immigrant Investor Agent #4, produce documents in violation of the Court’s June 30, 2020 Order.

5 Based on the foregoing, the Court **HEREBY ORDERS** that Front Sight issue new subpoenas
6 to Immigrant Investor Agent #1, Immigrant Investor Agent # 2, Immigrant Investor Agent # 3, and
7 Immigrant Investor Agent #4, consistent with the limitations of the Court’s June 30, 2020 Order and
8 the January 25, 2021 Order.

9 **IT IS SO ORDERED.**

Dated this 29th day of March, 2022



MH

10
11
12 Respectfully submitted by:

13 **JONES LOVELOCK**

14 /s/ Andrea M. Champion, Esq.
15 Nicole E. Lovelock, Esq.
16 Nevada State Bar No. 11187
17 Sue Trazig Cavaco, Esq.
18 Nevada State Bar No. 6150
19 Andrea M. Champion, Esq.
20 Nevada State Bar No. 13461
21 6600 Amelia Earhart Court, Suite C
22 Las Vegas, Nevada 89119

23 *Attorneys for Defendants/Counterclaimant*

12 **E08 9C4 ECBE 3B0D**
13 **Timothy C. Williams**
14 Approved as to form and content:
15 **District Court Judge**

16 **ALDRICH LAW FIRM, LTD.**

17 /s/ John P. Aldrich, Esq.
18 John P. Aldrich, Esq.
19 Nevada State Bar No. 6877
20 Jamie S. Hendrickson, Esq.
21 Nevada Bar No. 12770
22 7866 West Sahara Avenue
23 Las Vegas, Nevada 89117

24 *Attorneys for Plaintiff/Counterdefendants*

From: [John Aldrich](#)
To: [Andrea Champion](#); [Traci Bixenmann](#)
Cc: [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Julie Linton](#); [Lorie Januskevicius](#)
Subject: RE: FSM v. LVDF - Order on Motion for Protective Order re Immigrant Investor Agents
Date: Monday, March 28, 2022 4:28:13 PM
Attachments: [image001.png](#)

Andi,

You may affix my e-signature to your proposed order.

John P. Aldrich, Esq.
ALDRICH LAW FIRM, LTD.
7866 West Sahara Avenue
Las Vegas, Nevada 89117
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>
Sent: Friday, March 11, 2022 1:19 PM
To: John Aldrich <jaldrich@johnaldrichlawfirm.com>; Traci Bixenmann <traci@johnaldrichlawfirm.com>
Cc: Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Julie Linton <jlinton@joneslovelock.com>; Lorie Januskevicius <ljanuskevicius@joneslovelock.com>
Subject: FSM v. LVDF - Order on Motion for Protective Order re Immigrant Investor Agents

John,

Attached is the proposed order on the motion for protective order that was heard today. Please provide any proposed revisions you may have or confirm that we may affix your e-signature to the order as drafted.

Thanks,
Andi

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Front Sight Management LLC,
7 Plaintiff(s)

CASE NO: A-18-781084-B

8 vs.

DEPT. NO. Department 16

9 Las Vegas Development Fund
10 LLC, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 3/29/2022

16 Traci Bixenmann	traci@johnaldrichlawfirm.com
17 Nicole Lovelock	nlovelock@joneslovelock.com
18 Kathryn Holbert	kholbert@farmercase.com
19 Lorie Januskevicius	ljanuskevicius@joneslovelock.com
20 Keith Greer	keith.greer@greerlaw.biz
21 Dianne Lyman	dianne.lyman@greerlaw.biz
22 John Aldrich	jaldrich@johnaldrichlawfirm.com
23 Mona Gantos	mona.gantos@greerlaw.biz
24 Stephen Davis	sdavis@joneslovelock.com
25 Kenneth Hogan	ken@h2legal.com
26	
27	
28	

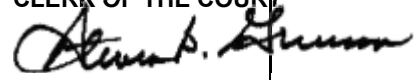
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Jeffrey Hulet	jeff@h2legal.com
Julie Linton	jlinton@joneslovelock.com
Georlen Spangler	jspangler@joneslovelock.com
Andrea Champion	achampion@joneslovelock.com

EXHIBIT “9”

EXHIBIT “9”

Electronically Filed
11/2/2020 7:32 PM
Steven D. Grierson
CLERK OF THE COURT



OPPM

John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
Jamie S. Hendrickson, Esq.
Nevada Bar No. 12770

ALDRICH LAW FIRM, LTD.

7866 West Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 853-5490
Facsimile: (702) 227-1975

Attorneys for Plaintiff/Counterdefendants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED COUNTERCLAIMS.

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

**OPPOSITION TO DEFENDANTS’
MOTION FOR PROTECTIVE
ORDER REGARDING SUBPOENAS
TO SIMONE WILLIAMS AND
ETHAN DEVINE AND
COUNTERMOTION TO CORRECT
THE JUNE 30, 2020 ORDER
GRANTING IN PART AND
DENYING IN PART MOTION FOR
PROTECTIVE ORDER OR FOR
RELIEF FROM THAT SAME
ORDER**

Plaintiff FRONT SIGHT MANAGEMENT LLC (“Plaintiff”) by and through its attorneys,
John P. Aldrich, Esq., Catherine Hernandez, Esq., and Jamie S. Hendrickson, Esq., of the Aldrich
Law Firm, Ltd., hereby opposes Defendants’ Motion for Protective Order Regarding Subpoenas
to Simone Williams and Ethan Devine. Plaintiff further countermoves to amend the Order

1 Granting in Part and Denying in Part Motion for Protective Order entered on June 30, 2020 under
2 NRCPP 60(a) or for relief from the same order under NRCPP 60(b).

3 This Opposition and Countermotion are made and based on the attached memorandum of
4 points and authorities and supporting documentation, the papers and pleadings on file in this
5 action, and any oral argument this Court may allow.

6 DATED this 2nd day of November, 2020.

7 **ALDRICH LAW FIRM, LTD.**

8 /s/ John P. Aldrich
9 John P. Aldrich, Esq.
10 Nevada Bar No. 6877
11 Catherine Hernandez, Esq.
12 Nevada Bar No. 8410
13 Jamie S. Hendrickson, Esq.
14 Nevada Bar No. 12770
15 7866 West Sahara Avenue
16 Las Vegas, NV 89117
17 Tel (702) 853-5490
18 Fax (702) 226-1975
19 *Attorneys for Plaintiff/Counterdefendant*

20 **MEMORANDUM OF POINTS AND AUTHORITIES**

21 **I.**

22 **INTRODUCTION**

23 Defendants seek a protective order from this Court to modify and/or quash the subpoenas
24 Plaintiff intends to issue to Simone Williams and Ethan Devine. Defendants' complete failure to
hold a meet and confer as required by NRCPP 45(a)(4)(b) and NRCPP 26(c) **prohibits the Motion
from even being heard**, and the Court should either strike it or deny it outright. In any event, if
a meet and confer had been held as required, at least some of the issues now before the Court could
have been resolved without Court intervention.

1 Defendants lump the subpoenas to Ms. Williams and Mr. Devine together. Respectfully,
2 this is misplaced. Ms. Williams and Mr. Devine had different roles with Defendant EB5IC, the
3 regional center. It is Front Sight’s understanding that Ms. Williams was an agent that was working
4 with Defendants to source investors. A contract between Ms. Williams’ law firm, Williams Global
5 PLLC and Defendant EB5IA has been produced in this litigation and is Bates numbered
6 (EB5ICA)00169-00177. Ms. Williams was hired by Defendant EB5IC to market the Front Sight
7 project to investors. Front Sight also believes Ms. Williams may have acted as counsel for
8 investors as well. Contrarily, Ethan Devine was hired by Defendant EB5IC to market the Front
9 Sight project, but he is not an attorney. Mr. Devine’s contract with Defendant EB5IC has been
10 produced in discovery and is Bates numbered Contracts(2)00037-00051. Mr. Devine was an
11 employee of Defendant. (Opposition, p. 12.)

12 Defendants seek a protective order regarding both subpoenas on the basis that the
13 information sought from Simone Williams and Ethan Devine should be designated as “Outside
14 Counsel Eyes Only.” However, as Front Sight has not yet served the subpoenas nor received a
15 single document pursuant to the subpoenas, it is impossible to know if the documents provided
16 would require such a designation. Upon receipt of the documents, Defendants can make such a
17 designation under the confidentiality protective order, if the documents provided justify such a
18 designation.¹ This is the only objection to documents that relates to both subpoenas.

19 Defendants further object to the subpoenas on the basis that they seek information outside
20 of this Court’s June 30, 2020 Order. The June 30, 2020 Order does not pertain to Mr. Devine in
21 any way. He was not a placement agent for the immigrant investors. If the Court determines that
22

23
24 ¹ Defendants have thus far designated thousands of pages as “Outside Counsel Eyes Only,” a designation that Plaintiff disputes in most instances.

1 the items listed in the subpoena to Ms. Williams need to be limited, Plaintiff is agreeable to sending
2 a copy of the Court's June 30, 2020 Order (or any corrected order, if the countermotion is granted)
3 with the Subpoenas to Simone Williams. Ms. Williams can then only send the documents that in
4 her judgment meet with the limitations in Court Order (again, using correct process, including
5 privilege logs, to do so). The information sought from Mr. Devine was proper.

6 Another objection of Defendants is that Plaintiff had previously stated that it would seek
7 leave of the Court before issuing subpoenas to Foreign Placement Consultants and that Plaintiff
8 has failed to abide by this.² This assertion is false. To the contrary, that is exactly what Plaintiff
9 has done. Plaintiff has followed the procedure set forth in NRCP 45. Plaintiff issued a Notice of
10 Intent to Subpoena Simone Williams. By rule, Defendants had seven (7) days to meet and confer,
11 object in writing, and file a Motion for Protective Order related to those Subpoenas. Thus,
12 Defendants have been provided with the opportunity to have issues related to the subpoena to Ms.
13 Williams heard by the Court prior to the subpoenas being issued. Plaintiff followed NRCP 45;
14 Defendants did not.

15 Defendants further argue that Plaintiff's subpoenas to Ethan Devine and Simone Williams
16 also set depositions in person and that Defendants have concerns about conducting in person
17 depositions at this time. This is a non-issue that could easily have been resolved through the
18 required meet and confer (and in fact has since been resolved between counsel). If the depositions
19 occur, Plaintiff intends to hold them via Zoom (or some other agreed-upon remote mechanism)
20 and is more than agreeable to not hold in-person depositions.

21 ///

22 _____
23
24 ² Again, this objection does not apply to the subpoena to Mr. Devine, as he was not a placement agent.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

II.

LEGAL ARGUMENT

A. **DEFENDANTS’ MOTION FOR PROTECTIVE ORDER SHOULD BE STRICKEN OR DENIED OUTRIGHT, WITHOUT THE COURT EVEN CONSIDERING IT, AS DEFENDANTS FAILED TO MEET AND CONFER AS REQUIRED BY VARIOUS COURT RULES**

Defendants’ Motion for Protective Order should be stricken or denied outright, without the Court even considering it, because Defendants failed to conduct a meet and confer between the parties’ counsel prior to filing the motion. NRCPC 45(a)(4)(B)(v) provides: “The objections and motion practice are subject to the provisions of Rules 26(c). . . .” NRCPC 45(a)(4)(B)(v). Accordingly, NRCPC 26(c)(1) provides in pertinent part,

A party or any person from whom discovery is sought may move for a protective order in the court where the action is pending – or as an alternative on matters relating to an out-of-state deposition, in the court for the judicial district where the deposition will be taken. The motion **must** include a certification that the movant has in good faith conferred or attempted to confer with other affected parties in an effort to resolve the dispute without court action.

NRCPC 26(c)(1) (emphasis added).

Further, EDCR 2.34 (d) provides:

Discovery motions **may not be filed** unless an affidavit of moving counsel is attached thereto setting forth that after a discovery dispute conference or a good faith effort to confer, counsel have been unable to resolve the matter satisfactorily. A conference requires either a personal or telephone conference between or among counsel. Moving counsel **must** set forth in the affidavit what attempts to resolve the discovery dispute were made, what was resolved and what was not resolved, and the reasons therefor. If a personal or telephone conference was not possible, the affidavit shall set forth the reasons. If the responding counsel fails to answer the discovery, the affidavit shall set forth what good faith attempts were made to obtain compliance. If, after request, responding counsel fails to participate in good faith in the conference or to answer the discovery, the court may require such counsel to pay to any other party the reasonable expenses, including attorney fees, caused by the failure. When a party is not represented by counsel, the party shall comply with this rule.

EDCR 2.34 (d) (emphasis added).

1 There is no dispute that Defendants' counsel did not meet and confer with Plaintiff's
2 counsel in an attempt to resolve any concerns with the subpoenas to Simone Williams and Ethan
3 Devine. That explains why Defendants did not attach a certification that Defendants attempted to
4 confer in good faith. Defendants are required to meet and confer prior to filing a Motion for
5 Protective Order. Defendants' failure to do so invalidates the motion and the motion should be
6 stricken or denied without even considering it pursuant to NRC 45(a)(4)(B)(v), NRC 26(c), and
7 EDCR 2.34. *See, e.g., FTC v. Consumer Def., LLC*, 2019 U.S. Dist. LEXIS 175120 (D. Nev.
8 October 9, 2019) (under federal and local rules, "meet and confer" is required before bringing a
9 motion to quash); *Partner Weekly, LLC v. Viable Mktg. Corp.*, No. 2:09-cv-2120-PMP-VCF, 2014
10 U.S. Dist. LEXIS 54401, at *6 (D. Nev. Apr. 17, 2014) (a party's failure to include a meet and
11 confer certification warrants denying a motion to compel, citing *Shuffle Master v. Progressive*
12 *Games*, 170 F.R.D. 166, 171 (D. Nev. 1996)).

13 **B. THE INFORMATION SOUGHT REGARDING COMMUNICATIONS IS NOT**
14 **BARRED BY THE JUNE 30, 2020 ORDER**

15 Defendants allege that the requests to Mr. Devine that seek communications with potential
16 immigrant investors and agents are barred by the June 30, 2020 Order. Plaintiff respectfully
17 disagrees. The Order says the "Investors' identities and investment information" are not germane.
18 That information can easily be redacted; Defendants have redacted hundreds, if not thousands, of
19 documents in this case. Mr. Devine can do the same.

20 **C. PLAINTIFF IS ALLOWED TO OBTAIN THE INFORMATION SOUGHT IN THE**
21 **SUBPOENAS BASED ON WHAT THIS COURT ACTUALLY ORDERED IN ITS**
22 **MINUTE ORDER, BUT EVEN SO, AT LEAST PART OF EACH REQUEST**
23 **REMAINS PROPER EVEN IF THE COURT DOES NOT SET ASIDE THE JUNE**
24 **30, 2020 ORDER**

As emphasized above, the June 30, 2020 Order does not limit the discovery Plaintiff can
seek from Ethan Devine. Defendants' objections to the subpoena based on the allegation that the

1 document requests exceed the order do not relate to the subpoena to Mr. Devine; they relate only
2 to the subpoena to Ms. Williams.

3 On or about June 30, 2020, the Court issued an Order Granting in Part and Denying in Part
4 Defendants' Motion for Protective Order. This Court's June 30, 2020 Order Granting in Part and
5 Denying in Part Defendants' Motion for Protective Order states:

6 However, limited information concerning the Foreign Placement Consultants is
7 relevant to Front Sight's fraud claims. Specifically, the Court finds the nature,
8 history, and extent of the EB5 Parties' prior relationship with the Foreign Placement
9 Consultants is relevant to Front Sight's claims that the EB5 Parties misrepresented that it had a network of
10 relationships for potentially sourcing EB-5 investors. Consequently,
11 notwithstanding the potential privilege and confidentiality concerns, the Court will
12 allow limited discovery concerning the identities of the EB5 Parties' Foreign
13 Placement Consultants, the prior work these consultants performed on behalf of the
14 EB5 Parties, the timing of the formation of those business relationships, and the
15 degree of success those Foreign Placement Consultants achieved for the EB5
16 Parties in prior work.

13 (*See* Order Granting in Part and Denying in Part Defendants' Motion for Protective Order, p. 5,
14 lines 3-11.) Following this Court's Order, Plaintiff issued Notices of Intent to Subpoena certain
15 documents from Simone Williams and Ethan Devine. Defendants now take issue with these
16 Subpoenas. Defendants did not raise their issues in a meet and confer. Defendants' objections are
17 set forth the below; they can be found at pages 11-12 of Defendants' Motion:

- 18 • Request Nos. 1-6 all seek communications between Ms. Williams and the EB5 Parties
19 "related to the Front Sight Project." These Requests, as written, would seek the disclosure
20 of Ms. Williams' compensation (if any) for her work as a Foreign Placement Consultant
21 marketing the Project to EB-5 Investors and may include communications between Ms.
22 Williams and EB-5 Investors or potential EB-5 Investors which were subsequently sent to
23 the EB5 Parties.
- 24 • Request No. 7 similarly seeks the production of all documents in Ms. Williams' control
related to the Front Sight Project which would include her Foreign Placement Consultant
Agreement (if any), documents exchanged with EB-5 Investors and potential EB-5
Investors (including any EB-5 Investors she may have, or currently, represent), and details
of her efforts to market the Project to potential EB-5 Investors.

- 1 • Request Nos. 8 and 9 seeks the production of any and all documents and/or
- 2 communications “related to [Ms. Williams’] attempts to source EB-5 immigrant investors
- 3 for the Front Sight Project” which, on its face, clearly violates the Court’s Order.
- 4 • Request No. 10 calls for the production of Ms. Williams’ Foreign Placement Consultant
- 5 Agreement (if any) and all related documents.
- 6 • Request Nos. 12-14 seek communications between Ms. Williams and other Foreign
- 7 Placement Consultants about the Front Sight Project which would necessarily include
- 8 details of their attempts to market the Project, information about EB-5 investors, and
- 9 possibly details about Ms. Williams current clients.
- 10 • Request Nos. 15-20 seek the disclosure of communications and/or documents between Ms.
- 11 Williams and EB5 Parties related to other EB-5 projects other than the Front Sight Project
- 12 but is not limited to any projects prior to February 2013 as required by the Court’s Order.

13 Plaintiff seeking this information is entirely appropriate, particularly given what the Court

14 *actually* ruled about discovery from investor agents. *See* Countermotion below. These requests

15 seek information related to the Front Sight project, Ms. Williams’ communications with potential

16 investors (which would reveal *when* she sourced the investors), and other relevant matters. But

17 even if the Court decides to leave the June 30, 2020 Order in place, these requests certainly seek

18 relevant and appropriate information about Ms. Williams’ (and her firm’s) relationship with

19 Defendants prior to sourcing investors for Defendants. As for the agreement between Defendant

20 EB5IC and Ms. Williams, Defendants have provided documents that purport to be that agreement;

21 objecting to Plaintiff seeking a copy from Ms. Williams is unfounded.

22 Defendants admit that Ethan Devine was not a Foreign Placement Consultant but was an

23 employee of EB5IA hired to market the Front Sight Project. (Motion, p. 12.) Defendants argue,

24 without really explaining their argument or citing any authority, that there is no reasonable basis

for the subpoena issued by Plaintiff. Although they have tried to lump Mr. Devine in with Ms.

Williams, Defendants have thus conceded that the June 30, 2020 Order does not apply to the

subpoena to Mr. Devine. The subpoena to Mr. Devine is proper.

///

///

1 **D. DEFENDANTS DO NOT HAVE STANDING TO OBJECT ON THE BASIS OF**
2 **ATTORNEY CLIENT PRIVILEGE RELATED TO THE INVESTORS'**
3 **RELATIONSHIP WITH MS. WILLIAMS OR THAT ONE OF THE REQUESTS**
4 **COULD BE CONSIDERED AN INTERROGATORY**

5 Defendants argue that the requests made in the subpoena to Simone Williams may require
6 disclosure of documents that are attorney-client privileged. However, Defendants have no
7 standing to make this objection. NRS 49.055 protects communications between lawyers and
8 clients that are “not intended to be disclosed to third persons other than those to whom disclosure
9 is in furtherance of the rendition of professional legal services.” NRS 49.055. *See Upjohn Co. v.*
10 *United States*, 449 U.S. 383, 389, 101 S. Ct. 677, 66 L. Ed. 2d 584 (1981). Pursuant to NRS
11 49.095, the client holds the privilege as to confidential communications between client and
12 counsel. NRS 49.095. The Court in *Upjohn* appropriately noted that only communications and
13 not facts are subject to the privilege. *Wardleigh v. Second Judicial Dist. Court*, 111 Nev. 345,
14 352, 891 P.2d 1180, 1184 (1995). No privilege exists if the communications are accessible to the
15 general public in other manners, because the communications are therefore not confidential. *See*
16 *Cheyenne Constr., Inc. v. Hozz*, 102 Nev. 308, 311-12, 720 P.2d 1224, 1226 (1986).

17 The work-product doctrine protects more than just communications between a client and
18 attorney, and is thus broader than the attorney-client privilege. *Hickman v. Taylor*, 329 U.S. 495,
19 508, 67 S. Ct. 385, 91 L. Ed. 451 (1947) [**29]. “At its core, the work-product doctrine shelters
20 the mental processes of the attorney, providing a privileged area within which he can analyze and
21 prepare his client's case.” *United States v. Nobles*, 422 U.S. 225, 238, 95 S. Ct. 2160, 45 L. Ed.
22 2d 141 (1975). Thus, an attorney's work product, which includes “mental impressions,
23 conclusions, opinions, and legal theories of counsel..., are not discoverable under any
24 circumstances.” *Wardleigh*, 111 Nev. at 359, 891 P.2d at 1189; NRCp 26(b)(3). The attorney and
client have the power to invoke the work-product privilege. *Restatement (Third) of the Law*

1 *Governing Lawyers* § 90 (2000). Third parties, however, do not have standing to assert attorney-
2 client privilege.

3 “‘Ordinarily, a party does not have standing to challenge a subpoena issued to a nonparty
4 unless the party claims some personal right or privilege in the information sought by the
5 subpoena.’” *Singletary v. Sterling Transport Co.*, 289 F.R.D. 237, 239 (E.D. Va. 2012) (quoting
6 *United States v. Idema*, 118 F. App’x 740, 744 (4th Cir. 2005)) (citing *Green v. Sauder Mouldings,*
7 *Inc.*, 223 F.R.D. 304, 306 (E.D.Va. 2004)). Defendants are neither the attorney nor client of the
8 investors or agents, and consequently, Defendants have no standing to object to the possibility of
9 attorney-client privileged or work-product protected documents being disclosed by Ms. Williams.
10 If Ms. Williams believes such an objection is warranted, it would be her responsibility to object
11 and/or seek to protect any privileged documents through proper process.

12 Similarly, Defendants lack standing to object to Request No. 11 to Ms. Williams.
13 Defendants argue the request is it improper because it is an interrogatory to a non-party.
14 Defendants again do not have standing to make this argument and any objection would have to be
15 brought by Ms. Williams through proper process.

16 **E. ANY ISSUES RELATED TO THE THIRD-PARTY DEPOSITIONS BEING IN**
17 **PERSON COULD HAVE BEEN RESOLVED PRIOR TO FILING THE INSTANT**
18 **MOTION IF DEFENDANTS WOULD HAVE HELD A MEET AND CONFER AS**
19 **REQUIRED BY NRCP 26**

20 Defendants take issue with the fact that Plaintiff noticed the depositions of Ms. Williams
21 and Mr. Devine in person. Defendants state they are concerned about having to travel across the
22 Country during a pandemic. However, during a recent telephone conference to discuss various
23 issues, the parties reached an understanding about how all depositions will proceed. The parties
24 will hold the depositions via Zoom (or a similar remote mechanism).

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

III.

COUNTERMOTION TO CORRECT THE JUNE 30, 2020 ORDER GRANTING IN PART AND DENYING IN PART MOTION FOR PROTECTIVE ORDER OR FOR RELIEF FROM THE SAME ORDER

Plaintiff Front Sight countermoves this Court to correct the June 30, 2020 Order or for relief from that Order because it does not accurately reflect what the Court ruled. Rather, after the parties submitted competing orders, the Court entered an order that limits the discovery allowed significantly.

NRCP 60(a) provides for correction of a “clerical mistake or a mistake arising from oversight or omission whenever one is found in a[n]. . . order. . . .” NRCP 60(a). Further, NRCP 60(b) provides in pertinent part,

On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect....

. . . .

(6) any other reason that justifies relief.

NRCP 60(b). The Court issued a Minute Order on or about June 8, 2020 Granting in Part and Denying in Part Defendants’ Motion for Protective Order. That Minute Order provides in part:

Turning next to Plaintiff’s request for consultant records, the Court finds that these records are relevant and should be disclosed. The Court, however, notes concern with the potential privilege that exists between any trade secrets and the consultant records. But, Plaintiff has alleged fraud claims against the Defendants. **Therefore, the nature, history, and extent of the Defendants’ relationship with the consultants are relevant and necessary facts for the Plaintiff to prove its claims.** Thus, the Court grants Plaintiff limited discovery to establish the facts that support their fraud claims.

Minute Order dated June 8, 2020, attached hereto as **Exhibit 1** (emphasis added).

This Court’s June 30, 2020 Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order went beyond what the Minute Order stated, and instead provides:

1 However, limited information concerning the Foreign Placement Consultants is
2 relevant to Front Sight's fraud claims. Specifically, the Court finds the nature,
3 history, and extent of the EB5 Parties' prior relationship with the Foreign Placement
4 Consultants is relevant to Front Sight's claims that the EB5 is relevant to Front
5 Sight's claims that the EB5 Parties' misrepresented that it had a network of
6 relationships for potentially sourcing EB-5 investors. Consequently,
7 notwithstanding the potential privilege and confidentiality concerns, the Court will
8 allow limited discovery concerning the identities of the EB5 Parties' Foreign
9 Placement Consultants, the prior work these consultants performed on behalf of the
10 EB5 Parties, the timing of the formation of those business relationships, and the
11 degree of success those Foreign Placement Consultants achieved for the EB5
12 Parties in prior work.

13 *See* June 30, 2020 Order, attached hereto as **Exhibit 2**, Conclusion of Law #7.

14 The Order provided by Defendants and entered by the Court substantially limits the
15 language of the Court's Minute Order. The Minute allows for the discovery related to "the nature,
16 history, and extent of the Defendants' relationship with the consultants." The Order entered limits
17 this discovery to Front Sight's claims about the lack of pre-existing network of investor agents,
18 and to the nature, history, and extent of the Defendants' prior relationship with the consultants and
19 prior success achieved for Defendants. Plaintiff's fraud claims are broader than that,
20 encompassing not only Defendants' fraudulent inducement to enter into the Construction Loan
21 Agreement, but also Defendants' fraudulent use of Front Sight's funds, including payments to
22 investor agents.

23 The Order is not in line with the Minute Order from the Court. It appears to be a "clerical
24 mistake or a mistake arising from oversight or omission whenever one is found in a[n]. . . order . .
. ." permitting modification under NRCP 60(a). Alternatively, the Order contains a mistake that
this Court should correct pursuant to NRCP 60(b)(1). Finally, because the Order does not reflect
what the Court actually ordered, correcting the Order is justified under NRCP 60(b)(6).

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

IV.

CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that the Court deny Defendants' Motion for Protective Order and grant Plaintiff's Countermotion.

DATED this 2nd day of November, 2020.

ALDRICH LAW FIRM, LTD.

/s/ John P. Aldrich

John P. Aldrich, Esq.

Nevada Bar No. 6877

Catherine Hernandez, Esq.

Nevada Bar No. 8410

Jamie S. Hendrickson, Esq.

Nevada Bar No. 12770

7866 West Sahara Avenue

Las Vegas, NV 89117

Tel (702) 853-5490

Fax (702) 226-1975

Attorneys for Plaintiff/Counterdefendant

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 2nd day of November, 2020, I caused the foregoing
3 **OPPOSITION TO DEFENDANTS' MOTION FOR PROTECTIVE ORDER REGARDING**
4 **SUBPOENAS TO SIMONE WILLIAMS AND ETHAN DEVINE AND**
5 **COUNTERMOTION TO CORRECT THE JUNE 30, 2020 ORDER GRANTING IN PART**
6 **AND DENYING IN PART MOTION FOR PROTECTIVE ORDER OR FOR RELIEF**
7 **FROM THAT SAME ORDER** to be electronically filed and served with the Clerk of the Court
8 using Wiznet which will send notification of such filing to the email addresses denoted on the
9 Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic
10 Mail Notice List, to the following parties:

11 John R. Bailey, Esq.
12 Joshua M. Dickey, Esq.
13 Andrea M. Champion, Esq.
14 BAILEY KENNEDY
15 8984 Spanish Ridge Avenue
16 Las Vegas, Nevada 89148
17 *Attorneys for Defendants*

18 /s/ T. Bixenmann
19 An employee of ALDRICH LAW FIRM, LTD.
20
21
22
23
24

EXHIBIT 1

EXHIBIT 1

A-18-781084-B

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 08, 2020

A-18-781084-B Front Sight Management LLC, Plaintiff(s)
vs.
Las Vegas Development Fund LLC, Defendant(s)

June 08, 2020 8:00 AM Minute Order re: Defendants' Motion for Protective Order

HEARD BY: Williams, Timothy C. **COURTROOM:** Chambers

COURT CLERK: Christopher Darling

JOURNAL ENTRIES

- After a review and consideration of the record, the points and authorities on file herein, and oral argument of counsel, the Court determined as follows:

First, as Plaintiff pointed out, NRCP 26(c) does not provide a time frame for a party to bring a motion for a protective order. Further, the complex procedural history of this case has led too often to accelerated deadlines, followed just as often by stipulations from the parties to create a more manageable deadline schedule. In light of this case's complex nature and the parties' somewhat customized deadline schedule, the Court finds that the Defendants filed their motion timely.

Next, while the Court understands the Plaintiff's position that the protective order currently in place is sufficient to protect any privileged investor information, the Court nonetheless finds that the investors' identity and investment information are not germane to the case in its present posture. As a result, the Court does not render a decision on the merits of whether the investor records are privileged as trade secrets, if that privilege has been waived, if the proposed discovery is proportional, or whether the Plaintiff has shown that the information sought is necessary. At this time, therefore,

PRINT DATE: 06/08/2020

Page 1 of 2

Minutes Date: June 08, 2020

A-18-781084-B

the Court will not allow such discovery.

Turning next to Plaintiff's request for consultant records, the Court finds that these records are relevant and should be disclosed. The Court, however, notes concern with the potential privilege that exists between any trade secrets and the consultant records. But, Plaintiff has alleged fraud claims against the Defendants. Therefore, the nature, history, and extent of the Defendants' relationship with the consultants are relevant and necessary facts for the Plaintiff to prove its claims. Thus, the Court grants Plaintiff limited discovery to establish the facts that support their fraud claims.

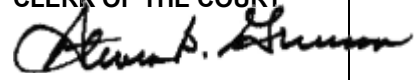
Consequently, the Defendants' Motion for Protective Order is **DENIED IN PART and GRANTED IN PART**. The Court denies the Defendants' motion as to the consultants—limited discovery will be permitted. And, the Court grants the Defendants' motion as to the investors—no discovery permitted at this time. Defendants shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

CLERK'S NOTE: This Minute Order has been served to counsel electronically through Odyssey eFile.

EXHIBIT 2

EXHIBIT 2

Electronically Filed
7/6/2020 11:55 AM
Steven D. Grierson
CLERK OF THE COURT



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

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

Attorneys for Defendants

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

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

**NOTICE OF ENTRY OF FINDINGS OF
FACT AND CONCLUSIONS OF LAW
AND ORDER GRANTING IN PART
AND DENYING IN PART
DEFENDANT’S MOTION FOR
PROTECTIVE ORDER REGARDING
DISCOVERY OF CONSULTANTS’ AND
INDIVIDUAL INVESTORS’
CONFIDENTIAL INFORMATION**

28 AND ALL RELATED COUNTERCLAIMS.

1 PLEASE TAKE NOTICE that a Findings of Fact and Conclusions of Law and Order
2 Granting In Part and Denying In Part Defendant’s Motion for Protective Order Regarding Discovery
3 of Consultants’ and Individual Investors’ Confidential Information was entered on June 30, 2020; a
4 true and correct copy of which is attached hereto.

5 DATED this 6th day of July, 2020.

6 BAILEY ❖ KENNEDY

7
8 By: /s/ Andrea M. Champion
9 JOHN R. BAILEY
10 JOSHUA M. DICKEY
11 ANDREA M. CHAMPION

12 *Attorneys for Defendants*
13 LAS VEGAS DEVELOPMENT FUND
14 LLC; EB5 IMPACT CAPITAL
15 REGIONAL CENTER LLC; EB5 IMPACT
16 ADVISORS LLC; ROBERT W.
17 DZIUBLA; JON FLEMING; and
18 LINDA STANWOOD
19
20
21
22
23
24
25
26
27
28

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 6th day of July, 2020, service of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT’S MOTION FOR PROTECTIVE ORDER REGARDING DISCOVERY OF CONSULTANTS’ AND INDIVIDUAL INVESTORS’ CONFIDENTIAL INFORMATION** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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

Email:
jaldrich@johnaldrichlawfirm.com

*Attorneys for
Plaintiff/Counterdefendants*
FRONT SIGHT MANAGEMENT
LLC; IGNATIUS A. PIAZZA II;
JENNIFER PIAZZA; VNV
DYNASTY TRUST I, VNV
DYNASTY TRUST II; AND
MICHAEL MEACHER

TOP RANK BUILDERS INC.
2941 Lorelie Street
Pahrump, Nevada 89048

Counterdefendant

ALL AMERICAN CONCRETE &
MASONRY INC.
2941 Lorelie Street
Pahrump, Nevada 89048

Counterdefendant

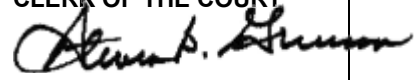
MORALES CONSTRUCTION, INC.
2941 Lorelie Street
Pahrump, Nevada 89048

Counterdefendant

/s/ Jennifer Kennedy
Employee of BAILEY ❖ KENNEDY

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

Electronically Filed
6/30/2020 3:04 PM
Steven D. Grierson
CLERK OF THE COURT



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

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

Attorneys for Defendants

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

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

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND ORDER
GRANTING IN PART AND DENYING
IN PART DEFENDANT’S MOTION FOR
PROTECTIVE ORDER REGARDING
DISCOVERY OF CONSULTANTS’ AND
INDIVIDUAL INVESTORS’
CONFIDENTIAL INFORMATION**

26 AND ALL RELATED COUNTERCLAIMS.
27

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

1 This matter came before the Court on May 13, 2020, at 10:30 a.m., on Defendants Las Vegas
2 Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional Center, LLC, EB5 Impact
3 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood’s (collectively, the “EB5
4 Parties”) Motion for Protective Order Regarding Discovery of Consultants’ and Individual Investors’
5 Confidential Information (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff Front Sight
6 Management LLC (“Front Sight”); and John R. Bailey, Andrea M. Champion, C. Keith Greer, and
7 Kathryn Holbert appeared on behalf of the EB5 Parties. Having considered the EB5 Parties’
8 Motion, Front Sight’s Opposition, the Reply, and having heard oral argument of the parties through
9 their respective counsel, this Court makes the following Findings of Fact and Conclusions of Law.

10 Insofar as any conclusions of law is deemed to have been or include a finding of fact, such a
11 finding of fact is hereby included as a factual finding. Insofar as any finding of fact is deemed to
12 have been or to include a conclusion of law, such is included as a conclusion of law herein.

13 **FINDINGS OF FACT**

14 1. LVD Fund was formed as a new LLC for the specific purpose of raising funds from
15 foreign investors pursuant to the federal EB-5 program. In turn, those funds were to be used to
16 provide loan financing to Front Sight for construction of the Front Sight Project.

17 2. LVD Fund then sponsored an offering to foreign immigrant investors to finance the
18 Project.

19 3. To market the offering, LVD Fund utilized Foreign Placement Consultants to contact
20 potential foreign immigrant investors who may have some interest in investing in LVD Fund and
21 promote the investment.

22 4. The foreign immigrant investors who subscribed to the offering are investors in LVD
23 Fund; they are not investors in Front Sight.

24 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for
25 construction of the Project as memorialized by the October 6, 2016 Construction Loan Agreement
26 (the “CLA”).

27 ///

28 ///

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

1 6. LVD Fund maintains that Front Sight breached the CLA through multiple
2 performance defaults including, among other things, failing to provide the necessary information to
3 support the EB5 Parties' reporting requirements.

4 7. Front Sight disputes that it breached the CLA and further contends that LVD Fund
5 cannot enforce any alleged breaches of the CLA because the doctrine of equitable estoppel bars any
6 such action due to the EB5 Parties' allegedly fraudulently inducing Front Sight into entering the
7 CLA.

8 8. On September 14, 2018, Front Sight commenced this litigation.

9 9. Through discovery, Front Sight has sought information related to the foreign
10 immigrant investors (the "Investors") as well as the Foreign Placement Consultants.

11 10. The EB5 Parties objected to each discovery request that sought information about the
12 Investors and/or the Foreign Placement Consultants.

13 11. On September 19, 2019, Front Sight filed a Motion to Compel and for Sanctions,
14 seeking an order to compel the EB5 Parties to provide supplemental responses to its Requests for
15 Production of Documents, without objection.

16 12. While this Court ultimately ordered the EB5 Parties to provide additional
17 supplemental responses to the Requests for Production of Documents, the Court did not address the
18 EB5 Parties' privilege and confidentiality concerns in deciding Front Sight's Motion to Compel and,
19 instead, instructed the EB5 Parties to assert any privilege(s) it may have in a privilege log and to file
20 a motion for protective order by March 30, 2020. (*See* Order Grant. Pl.'s Mot. to Compel, filed
21 3/25/2020.)

22 13. By stipulation, the parties later agreed to move the deadline for the EB5 Parties to file
23 a motion for protective order from March 30, 2020 to April 13, 2020. (*See* Stip. and Order Resetting
24 Hearings and Br. Schedule, filed 3/27/2020.)

25 14. On April 13, 2020, pursuant to the Parties' Stipulation and Order, the EB5 Parties
26 filed their Motion to protect the disclosure of any information related to the Investors and the
27 Foreign Placement Consultants.

28 ///

1 15. The EB5 Parties contend that information about the Investors and the Foreign
2 Placement Consultants is irrelevant to the claims and defenses in this case, that it constitutes trade
3 secrets, and that the protective order entered in this case is not sufficient to protect the information
4 sought.

5 16. Front Sight contends that the EB5 Parties have waived any objections they may have
6 to the information sought because the Motion was not timely filed. In addition, Front Sight contends
7 that the information sought does not constitute trade secrets, is relevant to its fraudulent
8 misrepresentation claims (specifically, that the EB5 Parties misrepresented their relationship with
9 Foreign Placement Consultants and therefore, their ability to properly market and promote the
10 Project), and that the information sought is sufficiently protected by the protective order entered in
11 this case.

12 **CONCLUSIONS OF LAW**

13 1. NRCP 26(c) permits the Court, for good cause shown, to enter a protective order
14 forbidding inquiry into certain matters, or limiting the scope of discovery to certain matters.

15 2. Generally, “[d]iscovery matters are within the district court’s sound discretion.” *Club*
16 *Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249
17 (2012).

18 3. NRCP 26(c) does not provide a time frame for a party to bring a motion for protective
19 order.

20 4. Given the complex procedural history of this case, which has often led to accelerated
21 deadlines, followed just as often by stipulations from the parties to create a more manageable
22 deadline schedule, the Court finds that the EB5 Parties timely filed their Motion.

23 5. The Investors’ identities and investment information are not germane to the claims
24 and defenses in this case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will not allow
25 discovery as to the Investors.

26 6. As a result, the Court does not render a decision on the merits as to whether the
27 investor records are privileged as trade secrets, if that privilege has been waived, if the discovery

28 ///

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

1 sought is proportional to the needs of the case, or whether Front Sight has demonstrated that the
2 information sought as to the Investors is necessary.

3 7. However, limited information concerning the Foreign Placement Consultants is
4 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history, and extent of
5 the EB5 Parties’ prior relationship with the Foreign Placement Consultants is relevant to Front
6 Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for
7 potentially sourcing EB-5 investors. Consequently, notwithstanding the potential privilege and
8 confidentiality concerns, the Court will allow limited discovery concerning the identities of the EB5
9 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf of the
10 EB5 Parties, the timing of the formation of those business relationships, and the degree of success
11 those Foreign Placement Consultants achieved for the EB5 Parties in prior work.

12 **ORDER**

13 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is DENIED IN PART AND
14 GRANTED IN PART as follows:

15 The Motion is DENIED as to the consultants; limited discovery, as set forth in Conclusion of
16 Law No. 7, will be permitted.

17 The Motion is GRANTED as to the Investors; no discovery concerning the Investors’
18 identities and investment information shall be permitted.

19 Dated this 30th day of June, 2020.

20
21 
22 HONORABLE TIMOTHY C. WILLIAMS
23 DISTRICT COURT JUDGE

CG

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

1 Respectfully submitted by:

2 **BAILEY KENNEDY, LLP**

3

4 */s/ Andrea M. Champion* _____

JOHN R. BAILEY
Nevada Bar No. 0137
JOSHUA M. DICKEY
Nevada Bar No. 6621
ANDREA M. CHAMPION
Nevada Bar No. 13461
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
JDickey@BaileyKennedy.com
AChampion@BaileyKennedy.com

11

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

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

Reception

From: efilimgmail@tylerhost.net
Sent: Monday, November 2, 2020 7:33 PM
To: BKfederaldownloads
Subject: Notification of Service for Case: A-18-781084-B, Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s) for filing Opposition and Countermotion - OPPC (CIV), Envelope Number: 6873796

Notification of Service

Case Number: A-18-781084-B
 Case Style: Front Sight Management LLC,
 Plaintiff(s)vs.Las Vegas Development Fund LLC,
 Defendant(s)
 Envelope Number: 6873796



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

Filing Details	
Case Number	A-18-781084-B
Case Style	Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
Date/Time Submitted	11/2/2020 7:32 PM PST
Filing Type	Opposition and Countermotion - OPPC (CIV)
Filing Description	Opposition to Defendants' Motion for Protective Order Regarding Subpoenas to Simone Williams and Ethan Devine and Countermotion to Correct the June 30, 2020 Order Granting in Part and Denying in Part Motion for Protective Order or for Relief From That Same Order
Filed By	Traci Bixenmann
Service Contacts	Front Sight Management LLC: Traci Bixenmann (traci@johnaldrichlawfirm.com) John Aldrich (jaldrich@johnaldrichlawfirm.com) Las Vegas Development Fund LLC: Joshua Dickey (jdickey@baileykennedy.com) John Bailey (jbailey@baileykennedy.com)

	Bailey Kennedy, LLP (bkfederaldownloads@baileykennedy.com) Andrea Champion (achampion@baileykennedy.com)
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Document Details

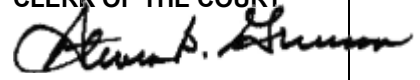
Served Document	Download Document
------------------------	-----------------------------------

This link is active for 30 days.

EXHIBIT “10”

EXHIBIT “10”

Electronically Filed
5/18/2020 4:22 PM
Steven D. Grierson
CLERK OF THE COURT



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

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

13 *Attorneys for Defendants/Counter-Claimant*
14 LAS VEGAS DEVELOPMENT FUND LLC;
EB5 IMPACT CAPITAL REGIONAL CENTER
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT
W. DZIUBLA; JON FLEMING; and
16 LINDA STANWOOD

17 DISTRICT COURT
18 CLARK COUNTY, NEVADA

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

21 Plaintiff,

22 vs.

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

25 Defendants.
26

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

**MOTION FOR PROTECTIVE ORDER
REGARDING THE DEFENDANTS'
PRIVATE FINANCIAL INFORMATION**

HEARING REQUESTED

27 AND ALL RELATED COUNTERCLAIMS.
28

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

MEMORADUM OF POINTS AND AUTHORITIES

I. Introduction

Throughout the course of this litigation, Front Sight¹ has attempted to obtain the EB5 Parties² private financial information. Front Sight seeks this information to harass the EB5 Parties in its continuing efforts to weaponize discovery (and blast the EB5 Parties’ personal information to its 200,000 members), not for a legitimate reason in terms of the litigation. Their requests are equivalent to an audit of the EB5 Parties’ private financial information spanning an 8-year period and are *not* narrowly tailored to address the claims and defenses in this case. Being a party to litigation does not automatically unlock the door to the entirety of a party’s finances.

Front Sight does not have a right to see how every dollar is (and was) collected and spent by the EB5 Parties over the last eight years. This case does not require an analysis of the EB5 Parties’ day-to-day financial records. With the exception of EB5IA, there is no nexus between the claims asserted by Front Sight and the EB5 Parties’ finances and Front Sight is already in possession of EB5IA’s financial information.

This Court has already entered a protective order with regard to Front Sight’s prior subpoenas to the EB5 Parties’ financial institutions, recognizing that Front Sight does not have the “right to start looking at bank accounts.” Yet Front Sight has turned around, propounded nearly the same overly broad and intrusive requests upon the EB5 Parties, and somehow maintains that the EB5 Parties must respond to their demands. Therefore, the EB5 Parties now ask the Court to enter a protective order precluding Front Sight from obtaining the EB5 Parties’ private financial information.

II. Procedural History

A. Front Sight Commences Suit After Breaching the CLA.

As the Court is aware, this case relates to Front Sight’s claims that the EB5 Parties’ fraudulently induced it to enter into a Construction Loan Agreement (the “CLA”), by which LVD

¹ “Front Sight” refers to Front Sight Management, Inc.

² “EB5 Parties” refers to Las Vegas Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional Center, LLC (“EB5IC”), EB5 Impact Advisors, LLC (“EB5IA”), Robert W. Dziubla, Jon Fleming, and Linda Stanwood, collectively.

1 Fund loaned Front Sight \$6,375,000 to expand Front Sight’s facilities in Pahrump, Nevada (the
 2 “Project”). In other words, Front Sight is basically claiming that LVD Fund somehow forced Front
 3 Sight and hoodwinked its two very experienced business leaders, Ignatius Piazza (owner) and Mike
 4 Meacher (COO, and former banker for 25 years) to borrow \$6,375,000. But Front Sight has never
 5 even offered to repay the loan and instead filed a spurious lawsuit because LVD Fund was seeking to
 6 enforce various borrower covenants under the CLA.

7 EB5IA was responsible for marketing a potential interest in LVD Fund to foreign EB-5
 8 investors so that LVD Fund, in turn, could loan that money to Front Sight. The parties agreed that
 9 Front Sight would pay for the marketing costs associated with EB5IA’s efforts to secure EB-5
 10 investors. Front Sight did in fact pay EB5IA for marketing but importantly did not pay Mr. Dziubla,
 11 Mr. Fleming, or Ms. Stanwood for their involvement in the EB5 raise.³

12 The EB5 Parties maintain that Front Sight breached the CLA. On September 14, 2018, after
 13 receiving LVD Fund’s notice of default on the CLA, Front Sight commenced this lawsuit alleging
 14 that the EB5 Parties fraudulently induced it to enter into the CLA and the marketing agreement
 15 between Front Sight and EB5IA, and that the EB5 Parties breached those same agreements.

16 **B. Front Sight Demands All of the EB5 Parties’ Financial Information in**
 17 **Discovery.**

18 On July 10, 2019, Front Sight served the EB5 Parties with its First Set of Requests for
 19 Production of Documents. Therein, Front Sight demanded that *each* of the EB5 Parties produce all
 20 documents related to: “every payment and/or transfer of money or property made by [Front Sight] to
 21 [the answering party] . . . including documents that show where or how that money or property was
 22 used;” “every payment and/or transfer of money or property” between the EB5 Parties; “each and
 23 every payment and/or transfer of money or property” received “by any foreign or immigrant
 24 investor;” “the details of each and every EB-5 investor and/or investment transaction related to the
 25 Front Sight project,” including but not limited to the identity of the EB-5 investor, their address, the
 26

27 ³ Front Sight has paid interest on the loan and success fees to LVD Fund. But Front Sight is not entitled to know
 28 how LVD Fund has spent that money, much like a mortgage holder has no right to ask a bank how it spends the interest
 paid on his/her mortgage.

1 source of the funds (i.e., the EB-5 investor’s banking information); “monthly statements or other
 2 period statements of accounts” for all “*checking, savings, brokerage, mutual fund, money market,*
 3 *certificate of deposit, or other type of interest or account*” from 2013 to the present; “*documents*
 4 *relating to bank accounts, whether, personal accounts or those belonging to or related to any*
 5 *business entities . . .*”; and “*each and every financial transaction in which you have been*
 6 *involved from 2012 to the present.*” (See Ex A, excerpts from LVD Fund’s Resp. to Pl.’s First Set
 7 of Req. for Prod. of Docs., at Request Nos. 75, 76, 77, 78, 79, and 80; Ex. B., excerpts from Mr.
 8 Dziubla’s Resp. to Pl.’s First Set of Req. for Prod. of Docs. at Req. Nos. 74, 75, 76, 77, 78, 82, 83,
 9 86, 87, 89, 90, 92; Ex. C, excerpts from Mr. Fleming’s Resp. to Pl.’s First Set of Req. for Prod. of
 10 Docs. at Req. Nos. 74, 75, 80, 81, 84, 85, 87, 88; Ex. D, excerpts from Ms. Stanwood’s Resp. to Pl.’s
 11 First Set of Req. for Prod. of Doc. at Req. Nos. 71, 72, 73, 74, 75, 76, 84, 85, 87, 88; Ex. E, excerpts
 12 from EB5IC’s Resp. to Pl.’s First Set of Req. for Prod. of Docs. at Req. Nos. 71, 72, 73, 74, 75)
 13 (emphasis added). Because Front Sight sought to discover private, financial information that was
 14 unrelated to this case—i.e., every financial transaction which the EB5 Parties were involved in from
 15 2012 to the present, regardless of whether it related to the money paid by Front Sight to EB5IA—the
 16 EB5 Parties objected and refused to produce all of their confidential, private financial information in
 17 response. (*See id.*)

18 A few weeks later, on August 1, 2019, Front Sight then sought the production of the EB5
 19 Parties’ tax returns. (*See* Ex. F, LVD Fund’s Resp. to Pl.’s Second Set of Req. for Prod. of Docs.;
 20 Ex. G, Mr. Dziubla’s Resp. to Pl.’s Third Set of Req. for Prod. of Docs.; Ex. H, Mr. Fleming’s Resp.
 21 to Pl.’s Second Set of Req. for Prod. of Docs.; Ex. I, Ms. Stanwood’s Resp. to Pl.’s Second Set of
 22 Req. for Prod. of Docs.; Ex. J, EB5IC’s Resp. to Pl.’s Second Set of Req. for Prod. of Docs.; Ex. K,
 23 EB5IA’s Resp. to Pl.’s Second Set of Req. for Prod. of Docs.) Again, the EB5 Parties objected and
 24 refused to produce their confidential, private financial information. (*See id.*)

25 C. **Front Sight Subpoenas the EB5 Parties’ Financial Information From Banking**
 26 **Institutions.**

27 Obviously unhappy with the EB5 Parties’ objections to its request, Front Sight then
 28 subpoenaed the EB5 Parties’ financial information from the Bank of Hope, Open Bank, Signature

1 Bank, and Wells Fargo (the “Financial Subpoenas”). Importantly, the Financial Subpoenas were
 2 equally broad and sought the production of all documents related to any and all financial accounts
 3 related to the EB5 Parties (including Mr. Dziubla, Mr. Fleming, and Ms. Stanwood’s private
 4 accounts, if any). (*See e.g.*, Defs’ Mot. to Quash Subpoena for Depo. and Docs. to Signature Bank
 5 and/or Mot. for Prot. Order, filed 8/15/2019, at Ex. A; Defs’ Mot. to Quash Subpoena for Depo. and
 6 Docs. to Open Bank and/or Mot. for Prot. Order, filed 8/15/2019, at Ex. A; Defs’ Mot. to Quash
 7 Subpoenas for Depo. and Docs. to Signature Bank and/or Mot. for Prot. Order, filed 8/15/2019, at
 8 Ex. A; Defs’ Mot. to Quash Subpoenas for Depo. and Docs. to Wells Fargo and/or Mot. for Prot.
 9 Order, filed 8/15/2019, at Ex. A.) Given the intrusive nature of the Financial Subpoenas, on August
 10 15, 2019, the EB5 Parties filed motions to quash the Financial Subpoenas and, alternatively, asked
 11 the Court to enter a protective order regarding the Financial Subpoenas (the “Motions to Quash”).
 12 (*See id.*)

13 On November 30, 2018, *long before* the Motions to Quash were heard, the EB5 Parties
 14 produced an accounting of the money paid by Front Sight to EB5IA. (*See* Ex. L, Notice of
 15 Accounting by Def. EB5 Impact Advisors, LLC, served 11/30/2018.). That accounting included the
 16 production of EB5IA’s financial information specifically reflecting the payments of money from
 17 Front Sight to EB5IA and the actual expenditures made by EB5IA.⁴

18 **D. The Court Grants the EB5 Parties’ Motions to Quash, Finding That Front Sight**
 19 **Is Not Entitled to All of the EB5 Parties’ Financial Information.**

20 On October 9, 2019, the parties appeared before the Court on the Motions to Quash. During
 21 that hearing, the Court rejected Front Sight’s contention that it was entitled to *all of* the EB5 Parties’
 22 financial information and distinguished this case from the partnership dispute cases upon which
 23 Front Sight relied, finding that Front Sight’s fraudulent inducement and breach of contract claims
 24 did not “give [Front Sight] the right to start looking at all [of the EB5 Parties’] bank accounts.”
 25 10/9/2019 Hr’g Tr. at pg. 122:7-22. Front Sight’s counsel took issue with the accounting provided
 26 by EB5IA at the hearing so the Court did comment that Front Sight could seek a small amount of
 27

28 ⁴ The EB5 Parties subsequently supplemented the accounting in August 2019.

1 financial information from the EB5 Parties but *only if* it was related to their misrepresentations about
 2 how the money paid to EB5IA was spent and the requests were “*specific laser-like request[s] for*
 3 *production of documents.*” *Id.* at 123:18-124:22 (emphasis added). Formal orders granting the EB5
 4 Parties’ Motions to Quash were filed on December 3, 2019.

5 **E. Front Sight Again Demands All of the EB5 Parties’ Financial Information.**

6 Notwithstanding the Court’s orders on the Motions to Quash, following the October 9, 2019
 7 hearing, Front Sight persisted in demanding all of the EB5 Parties’ financial information without
 8 limitation. On October 30, 2019, Front Sight served another round of Requests for Production of
 9 Documents, which included many of the same, verbatim demands from its First Set of Requests for
 10 Production of Documents and the Financial Subpoenas. Again, Front Sight demanded all of the EB5
 11 Parties’ financial information. (*See e.g.*, Ex. M, excerpts from LVD Fund’s Third Suppl. Resp. to
 12 Front Sight’s Third Set of Req. for Prod. of Docs. to LVD Fund at Req. Nos. 134, 135, 136, 137,
 13 138, 160, 161, 163, 172, 187, 188, 189, 190, 191, 192, 194, 202; Ex. N, excerpts from Mr. Dziubla’s
 14 Suppl. Resp. to Pl’s Fifth Set of Req. for Prod. of Docs., at Req. Nos. 121, 122, 123; Ex. O, excerpts
 15 from Mr. Fleming’ Suppl. Resp. to Pl’s Fifth Set of Req. for Prod. of Docs., at Req. Nos. 115, 116,
 16 117, 118, 123, 124, 130, 135, 136, 137, 138, 141; Ex. P, excerpts from Ms. Stanwood’s Suppl. Resp.
 17 to Pl’s Third Set of Req. for Prod. of Docs., at Req. Nos. 113, 114, 115, 116, 121, 122, 128, 133,
 18 134, 135, 136, 137; Ex. Q, excerpts from EB5IC’s Suppl. Resp. to Pl’s Third Set of Req. for Prod. of
 19 Docs., at Req. Nos. 109, 110, 111, 112, 113, 114, 120, 121, 130, 135, 136, 137, 138, 142). Instead
 20 of propounding “specific laser-like requests” as required by the Court, Front Sight tried to make an
 21 end-run on the Court’s prior order by demanding the EB5 Parties produce (among other things) “all
 22 bank statements and other documents” related to any “financial account[s] with” the very entities
 23 that Front Sight had sought to subpoena (and that the Court had quashed). (*See* Ex. M at 187-192,
 24 194; Ex. N at Req. Nos. 141-144; Ex. O at Req. Nos. 135-138; Ex. Pat Req. Nos. 133-136; Ex. Q, at
 25 Req. Nos. 135-138.) Again, the EB5 Parties objected to these requests as improperly seeking
 26 private, confidential information unrelated to the case. (*See id.*)

27 Still undeterred, Front Sight then sought the same broad financial information via
 28 interrogatories. On November 11, 2019, Front Sight propounded its First Set of Interrogatories on

1 each of the EB5 Parties. In those interrogatories, Front Sight again demanded the production of all
 2 of the EB5 Parties' financial information. (*See* Ex.R, excerpts from LVD Fund's Resp. to Pl.'s First
 3 Set of Interrogs. at 5 (demanding "all facts" and "all documents" related to every transfer of money
 4 by LVD Fund to another Defendant), 6 (the same as to transfers from any other Defendant to LVD
 5 Fund), 17, 18, 19, 21, 22, 32 (*demanding that the responding party "identify any and all financial*
 6 *accounts at Bank of Hope, Signature Bank, Wells Fargo Bank, or Open Bank pertaining to [the*
 7 *responding party] and/or for which [the responding party is] the beneficiary, signatory, and/or*
 8 *account holder . . . and all documents which relate to said accounts"*) (emphasis added); Ex.S,
 9 excerpts from Mr. Dziubla's Resp. to Pl.'s First Set of Interrogs. at Resp. Nos. 13, 14, 16, 20; Ex.T,
 10 excerpts from Mr. Fleming's Resp. to Pl.'s First Set of Interrogs. at Resp. Nos. 20, 21, 22, 26; Ex.U,
 11 excerpts from Ms. Stanwood's Resp. to Pl.'s First Set of Interrogs. at Resp. Nos. 5, 6, 8, 11; Ex.V,
 12 excerpts from EB5IC's Resp. to Pl.'s First Set of Interrogs. at Resp. Nos. 5, 6, 13, 14, 16, 17). Yet
 13 again, the EB5 Parties objected.

14 **F. Front Sight Contends That the EB5 Parties Are Required to Fully Respond to**
 15 **the Responses That Improperly Seek Their Financial Information.**

16 Front Sight has since moved to compel the EB5 Parties' responses to both the Third Set of
 17 Requests for Production of Documents and the First Set of Interrogatories, arguing that the EB5
 18 Parties have waived their valid objections to all of the requests (including but not limited to those
 19 requests that seek the EB5 Parties' private, financial information). After lengthy meet and confer
 20 efforts between the parties to work through the issues related to the Third Set of Requests for
 21 Production of Documents, and after status checks to discuss the same with the Court, on March 25,
 22 2020, the Court entered an order granting in part Front Sight's motion to compel. However, the
 23 Court reserved judgment on the EB5 Parties' financial information for another day. (*See* 3/25/2020
 24 Order Grant. Pls' Mot. to Compel.)

25 On April 13, 2020, the EB5 Parties filed a Motion for Protective Order related to the EB-5
 26 Investors and Foreign Placement Consultants' information, including but not limited to, the terms of
 27 payment and information regarding how LVD Fund utilized the interest and success fees it was paid
 28 for securing and disbursing the loan proceeds. The Court has already ruled that the EB-5 Investors'

1 information (including names, contact information, and banking information) is not subject to
2 discovery. (See 5/13/2020 Ct. Mins.).

3 On April 27, 2020, Front Sight filed a Motion for Sanctions for Violation of Court Orders
4 Related to Defendants’ Responses to Plaintiff’s Requests for Production of Documents. Within that
5 Motion, Front Sight incorrectly implies that the Court overruled the EB5 Parties’ valid objections to
6 the above requests which seek the production of the EB5 Parties’ private financial information and
7 that the EB5 Parties have failed to comply with that order by producing complete financial
8 information. Therefore, the EB5 Parties now bring this motion to clarify that the prior ruling on the
9 Motions to Quash should apply to Front Sight’s subsequent requests for the same information, and to
10 enter a protective order on the discovery demands.

11 **III. Argument**

12 **A. Standard of Decision.**

13 The Court may, for good cause, issue an order precluding or limiting discovery. NRC P 26(c)
14 governs protective orders and provides in pertinent part:

15 (c) When Required. On motion or on its own, the court must limit the frequency or
16 extent of discovery otherwise allowed by these rules or by local rule if it determines
17 that:

- 18 (i) the discovery sought is unreasonably cumulative or duplicative, or
19 can be obtained from some other source that is more convenient, less
20 burdensome, or less expensive;
- 21 (ii) the party seeking discovery has had ample opportunity to obtain
22 the information by discovery in the action; or
- 23 (iii) the proposed discovery is outside the scope permitted by Rule
24 26(b)(1).

25 The Court has “very broad discretion in fashioning [protective] orders. See *McDowell v.*
26 *Calderon*, 197 F.3d 1253, 1256 (9th Cir. 1999). Protective orders serve as a “safeguard for the
27 protection of parties and witnesses in view of the broad discovery rights authorized in Rule 26(b).”
28 *United States v. Columbia Broad Sys., Inc.*, 666 F.2d 364, 369 (9th Cir. 1982).

Although NRC P 26(b) is broad, it is not without limits. “*If the discovery sought is not*
relevant, the court should restrict discovery by issuing a protective order.” *Monte H. Greenawalt*
Revocable Tr. v. Brown, No. 2:12-CV-01983-LRH, 2013 WL 6844760, at *3 (D. Nev. Dec. 19,

1 2013) (emphasis added); *see also Navel Orange Admin. Comm. v. Exeter Orange Co.*, 722 F.2d 449,
 2 454 (9th Cir. 1983) (affirming issuance of a protective order precluding discovery of irrelevant
 3 information).

4 **B. The Court's Order on the Motions to Quash Should Apply to Front Sight's**
 5 **Discovery Demands for the EB5 Parties' Financial Information.**

6 Front Sight intentionally chose to disregard this Court's prior conclusion that Front Sight's
 7 blanket requests for *all* of the EB5 Parties' private, financial information was neither admissible nor
 8 likely to lead to the discovery of admissible evidence. (10/9/19 Hr'g Tr. at 122:20-123:6) ("I just
 9 don't think that gives you the right to start looking at all bank accounts. I just don't. . . it should be
 10 more laser like and focused than just a broad, Hey, Signature Bank, I want all the stuff. Right?
 11 Because I don't think that's proper. I really don't. *There's privacy issues there. There's issues as to*
 12 *whether it's relevant or not*, and that's kind of how I see that.") (emphasis added). Instead, Front
 13 Sight has now served discovery demands seeking the very same information that the Court
 14 previously protected in granting the Motions to Quash: all bank statements for LVD Fund, Mr.
 15 Dziubla, Mr. Fleming, Ms. Stanwood, EB5IC, and all of the EB5 Parties' tax records. Front Sight
 16 cannot intentionally circumvent the Court's prior order by propounding the same requests through
 17 written discovery. Therefore, the EB5 Parties now seek an order protecting the EB5 Parties'
 18 financial information.

19 **C. Front Sight Improperly Seeks to Rummage Through the EB5 Parties' Financial**
 20 **Information.**

21 Through the discovery requests, Front Sight seeks *the entire universe* of documents
 22 reflecting the financial wherewithal of the EB5 Parties over the last 8 years. Front Sight has no
 23 basis for reviewing bank statements and credit card statements for Mr. Dziubla, Mr. Fleming, Ms.
 24 Stanwood, LVD Fund, and EB5IC—particularly for Mr. Dziubla, Mr. Fleming, and Ms.
 25 Stanwood's personal accounts. The EB5 Parties (particularly the individual parties) should not, for
 26 example, have to justify their day-to-day spending habits over the last 8 years (they will
 27 undoubtedly be asked to do so in future depositions if these types of financial documents are
 28 ordered to be produced).

1 ///

2 Bank statements and credit card statements contain private, personal information unrelated
3 to the claims and defenses at issue in this matter. For example, those statements will show how
4 much money the EB5 Parties pay for legal bills unrelated to this case, utilities, meals, etc. None of
5 that information will assist the trier of fact in determining whether the EB5 Parties allegedly
6 fraudulently induced Front Sight to loan \$6,375,000 from LVD Fund.

7 Put another way, there is absolutely no nexus between Front Sight's claims and the EB5
8 Parties' financial information. The EB5 Parties certainly recognize and acknowledge that Front
9 Sight paid EB5IA for creating the platform and marketing expenses, and that Front Sight has
10 alleged that EB5IA has misspent at least a portion of the funds paid to it. However, EB5IA has
11 already provided an accounting of the funds it received from Front Sight. As the Court has already
12 recognized, the private, financial information of the other EB5 Parties is irrelevant to Front Sight's
13 claims for relief.

14 The Court has already recognized that Front Sight does not have "the right to start looking at
15 all bank accounts." (10/9/2019 Hr'g Tr. at 122: 19-22.) Front Sight only continues to demand this
16 information—time and time again—to harass the EB5 Parties. Because their requests are blanket
17 and not targeted (evoking the undertones of a fishing expedition), they are improper.

18 **D. The EB5 Parties' Tax Returns Are Not Discoverable.**

19 Tax returns are only discoverable if the information sought is (i) relevant; and (ii) "not
20 readily obtainable from other sources." *Acosta v. Wellfleet Commc'ns, LLC*, No. 2:16-cv-02353-
21 GMN-GWF, 2017 WL 5180425, at * 8 (D. Nev. Nov. 8, 2017). The party seeking the discovery
22 must show a compelling need for tax returns and other financial information. *See, e.g., Klein v.*
23 *Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.) ("Although Nevada law
24 does not recognize a privilege with respect to tax returns, the Nevada Supreme Court has recognized
25 limitations on the discovery of information contained in tax returns to avoid an invasion into the
26 litigant's private affairs "); *Schlatter v. Eighth Jud Dist. Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977)
27 ("carte blanche discovery of financial information is an excessive invasion of privacy interest");
28 *Hetter v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994) ("public policy suggests that tax

1 returns or financial status not be had for the mere asking.").

2 Front Sight has no basis for obtaining tax returns, whether personal returns for Mr. Dziubla,
3 Mr. Fleming, and Ms. Stanwood, or corporate returns for EB5IA or EB5IC. Invariably, if ordered to
4 produce tax returns in this matter (corporate, personal, or both), Front Sight will scrutinize and
5 second guess all deductions and exemptions, as well as income derived from other sources.

6 **E. Production of the EB5 Parties' Financial Information Would Result in the**
7 **Disclosure of Information About the EB-5 Investors and the Foreign**
8 **Consultants.**

9 The Court just recently determined that information about the EB-5 Investors—including
10 their names, contact information, and financial information that would disclose information about
11 the EB5 Investors—is protected. The Court is still determining whether the information related to
12 the Foreign Placement Consultants, including financial information that would reflect payments
13 made to the Foreign Placement Consultants, is also protected. As addressed in the EB5 Parties'
14 April 13, 2020 Motion for Protective Order, the disclosure of the EB5 Parties' financial information
15 would necessarily result in the disclosure of information about the EB-5 Investors and the Foreign
16 Placement Consultants. (*See* Defs.' Mot. for Prot. Order Regarding Discovery of Consultants' and
17 Individual Investors' Confidential Info, filed 4/13/2020) (seeking, among other things, a protective
18 order as to the "terms of payment, and [] information regarding how Las Vegas Development
19 Fund—i.e., the lender—utilized the interest and success fees it was paid for securing and disbursing
the loan proceeds.")

20 **F. Front Sight's Requests Are Intended Solely to Harass the EB5 Parties.**

21 Front Sight continues to use discovery as a weapon against the EB5 Parties. Its written
22 requests demanding the EB5 Parties' financial information are no different. It is not enough that Mr.
23 Piazza just "wants" the EB5 Parties' financial information. Front Sight and Mr. Piazza have already
24 demonstrated their intent to disseminate the EB5 Parties' (particularly Mr. Dziubla's) private
25 information to Front Sight's members in order to call them to action against the EB5 Parties.

26 There is no clearer intent that Front Sight's requests are meant solely to harass the EB5
27 Parties than it's "Emergency Action Alert" sent to its members last January. In that Emergency
28 Action Alert, Front Sight told its followers that Mr. Dziubla was a "Lying, Two-Faced, Gun-

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

1 Grabbing Hillary Clinton Supporting, Con Man” and that “NOW” was the time for Front Sight’s
2 members “to Demonstrate the[ir] Strength . . . by Giving this Traitor [Dziubla] What He Truly
3 Deserves.” (Ex. W, Front Sight’s January 28, 2019 Emergency Action Alert.) Front Sight asked its
4 200,000 members “to not only stop him in his tracks, but also give him what he truly deserves.” (*Id.*
5 at pg. 1) Lest there be any confusion about what Front Sight was asking its members to do, Front
6 Sight then published Mr. Dziubla’s name, home address, photographs of Mr. Dziubla in front of his
7 home, commented on his “million dollar home,” and told its members that a private investigation
8 apparently found that Mr. Dziubla held “significant financial assets.” (*Id.* at pg. 3-4.) Front Sight
9 then went on to candidly admit to its members that Front Sight intended to “press our prosecution of
10 the litigation like a blitzkrieg” and that it would “not ease [the] blistering legal attack” until the EB5
11 Parties were forced “into financial ruin in bankruptcy court.” (*Id.* at pg. 5.)

12 There is no doubt that if Front Sight were to obtain additional personal information about the
13 EB5 Parties, including their private, financial information, they would certainly use it to—once
14 again—harass the EB5 Parties.

15 **IV. CONCLUSION**

16 For the reasons stated above, the EB5 Parties request that the Court extend its December 3,
17 2019 orders regarding the Motions to Quash to the pending discovery requests and preclude Front
18 Sight from discovering all of the EB5 Parties’ private, financial information.

19 DATED this 18th day of May, 2020.

20 BAILEY ❖ KENNEDY

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

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 18th day of May, 2020, service of the foregoing **MOTION FOR PROTECTIVE ORDER REGARDING THE DEFENDANTS’ PRIVATE FINANCIAL INFORMATION** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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

Email: jaldrich@johnaldrichlawfirm.com
Attorneys for Plaintiff
FRONT SIGHT MANAGEMENT LLC

/s/ Josephine Baltazar
Employee of BAILEY ❖ KENNEDY

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

EXHIBIT A

1 **RRFP**
2 ANTHONY T. CASE, ESQ.
3 Nevada Bar No. 6589
4 tcase@farmercase.com
5 KATHRYN HOLBERT, ESQ.
6 Nevada Bar No. 10084
7 kholbert@farmercase.com
8 **FARMER CASE & FEDOR**
9 2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
11 Telephone: (702) 579-3900
12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.
14 Admitted *pro hac vice*
15 keith.greer@greerlaw.biz
16 **GREER AND ASSOCIATES, A PC**
17 17150 Via Del Campo, Suite 100
18 San Diego, CA 92127
19 Telephone: (858) 613-6677
20 Facsimile: (858) 613-6680

21 Attorneys for Defendants
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5
23 IMPACT CAPITAL REGIONAL CENTER LLC,
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a) CASE NO.: A-18-781084-B
Nevada Limited Liability Company,) DEPT NO.: 16
Plaintiff,)
vs.) DEFENDANT, LAS VEGAS DEVELOPMENT
LAS VEGAS DEVELOPMENT FUND LLC,) FUND LLC'S RESPONSES TO PLAINTIFF'S
et al.,) FIRST SET OF REQUESTS FOR
Defendants.) PRODUCTION OF DOCUMENTS
_____)

29 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**
30 **RESPONDING PARTY: Defendant, LAS VEGAS DEVELOPMENT FUND LLC**
31 **SET NO: ONE**

GENERAL OBJECTIONS

1
2 Defendant, **LAS VEGAS DEVELOPMENT FUND LLC** ("Responding party" or
3 "Defendant"), makes the following general objections, whether or not separately set forth in response
4 to each document demand, to each and every definition and document demand in the Request for
5 Production of Documents (Set No. One) of Plaintiff ("Propounding party"):

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

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

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

1 burdensome and oppressive because it seeks documents that are already in possession of
2 Requesting Party or readily available to Requesting Party; it seeks information protected by the
3 attorney-client privilege and work product doctrine; and it purports to require Responding Party
4 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
5 information that is protected by rights of privacy .

6 In Addition, this Document Request is overly broad because it seeks the production of
7 documents beyond the scope of issues directly related to the pending motion for a preliminary
8 injunction. Responding Party, subject to and without waiving said objections, will produce all
9 documents relating to the Injunction Issues that are responsive to this Document Request.

10 **REQUEST NO. 75:**

11 Please provide copies of any and all documents which show or in any way relate to each and
12 every payment and/or transfer of money or property made by Plaintiff to you from 2012 to the
13 present, including documents that show where or how that money or property was used after you
14 received it.

15 **RESPONSE TO REQUEST NO. 75:**

16 Responding Party objects to this Document Request on grounds that it is burdensome and
17 oppressive because it seeks documents that are already in possession of Requesting Party or
18 readily available to Requesting Party; it is compound as to issues and facts; it is duplicative to
19 other Document Requests contained herein and herewith; it seeks information protected by the
20 attorney-client privilege and work product doctrine; and it purports to require Responding Party
21 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
22 information that is protected by rights of privacy .

23 In Addition, this Document Request is overly broad because it seeks the production of
24 documents beyond the scope of issues directly related to the pending motion for a preliminary
25 injunction. Responding Party, subject to and without waiving said objections, will produce all
26 documents relating to the Injunction Issues that are responsive to this Document Request.

27
28

1 **REQUEST NO. 76:**

2 Please provide copies of any and all documents which show or in any way relate to each and
3 every payment and/or transfer of money or property made by you to any other Defendant in this
4 matter, or entity controlled by any other Defendant in this matter, from 2012 to the present. This
5 includes, but is not limited to, documentation related to any reimbursement, salary, or equity
6 distribution from you to any other Defendant in this matter, or entity controlled by any other
7 Defendant or entity in this matter.

8 **RESPONSE TO REQUEST NO. 76:**

9 Responding Party objects to this Document Request on grounds that it lacks foundation;
10 is vague and ambiguous as to “any entity;” it is compound as to issues and facts; it is duplicative
11 to other Document Requests contained herein and herewith; it is burdensome and oppressive
12 because it seeks documents that are already in possession of Requesting Party or readily available
13 to Requesting Party; it seeks information protected by the attorney-client privilege and work
14 product doctrine; and it purports to require Responding Party to disclose information that is a
15 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by
16 rights of privacy.

17 In Addition, this Document Request is overly broad because it seeks the production of
18 documents beyond the scope of issues directly related to the pending motion for a preliminary
19 injunction. Responding Party, subject to and without waiving said objections, will produce all
20 documents relating to the Injunction Issues that are responsive to this Document Request.

21
22 **REQUEST NO. 77:**

23 Please provide copies of any and all documents which show or in any way relate to each and
24 every financial transaction and/or transfer of money or property made by you to any other person or
25 entity, including any other Defendant, or made to you from any other person or entity, including any
26 other Defendant, from 2012 to the present.

27 **RESPONSE TO REQUEST NO. 77:**

1 Responding Party objects to this Document Request on grounds that it is not reasonably
2 proportional to the Injunction Issues; vague and ambiguous as to “any other person or entity;” it
3 is compound as to issues and facts; it is duplicative to other Document Requests contained herein
4 and herewith; it is burdensome and oppressive because it seeks documents that are already in
5 possession of Requesting Party or readily available to Requesting Party; it seeks information
6 protected by the attorney-client privilege and work product doctrine; and it purports to require
7 Responding Party to disclose information that is a trade secret, confidential, proprietary,
8 commercially sensitive, or information that is protected by rights of privacy .

9 In Addition, this Document Request is overly broad because it seeks the production of
10 documents beyond the scope of issues directly related to the pending motion for a preliminary
11 injunction. Responding Party, subject to and without waiving said objections, will produce all
12 documents relating to the Injunction Issues that are responsive to this Document Request.

13
14 **REQUEST NO. 78:**

15 Please provide copies of any and all documents which support, refute, or in any way
16 relate to each and every payment and/or transfer of money or property made to you by any
17 foreign or immigrant investor from 2012 to the present.

18 **RESPONSE TO REQUEST NO. 78:**

19 Responding Party objects to this Document Request on grounds that it lacks foundation;
20 is vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and
21 facts; it is duplicative to other Document Requests contained herein and herewith; it is
22 burdensome and oppressive because it seeks documents that are already in possession of
23 Requesting Party or readily available to Requesting Party; it seeks information protected by the
24 attorney-client privilege and work product doctrine; and it purports to require Responding Party
25 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
26 information that is protected by rights of privacy .

27 In Addition, this Document Request is overly broad because it seeks the production of
28

1 documents beyond the scope of issues directly related to the pending motion for a preliminary
2 injunction. Responding Party, subject to and without waiving said objections, will produce all
3 documents relating to the Injunction Issues that are responsive to this Document Request.

4 **REQUEST NO. 79:**

5 Please provide copies of any and all documents which in any way relate to each and every
6 financial transaction in which you have been involved from 2012 to the present, including all
7 underlying documentation to substantiate said transaction(s).

8 **RESPONSE TO REQUEST NO. 79:**

9 Responding Party objects to this Document Request on grounds that it is not reasonably
10 proportional to the Injunction Issues; it is vague and ambiguous as to “involved;” it is duplicative
11 to other Document Requests contained herein and herewith; it is burdensome and oppressive
12 because it seeks documents that are already in possession of Requesting Party or readily available
13 to Requesting Party; it seeks information protected by the attorney-client privilege and work
14 product doctrine; and it purports to require Responding Party to disclose information that is a
15 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by
16 rights of privacy.

17 In Addition, this Document Request is overly broad because it seeks the production of
18 documents beyond the scope of issues directly related to the pending motion for a preliminary
19 injunction. Responding Party, subject to and without waiving said objections, will produce all
20 documents relating to the Injunction Issues that are responsive to this Document Request.

21 **REQUEST NO. 80:**

22 Please provide copies of any and all documents which identify the details of each and every
23 EB-5 investor and/or investment transaction related to the Front Sight project, including but not
24 limited to the identity of the person or entity involved, the address of the person or entity investing,
25 the country of origin of the person or entity investing, the contact person for the agent of the EB-5
26 investor, the date of the transaction, the amount of the investment, the source of the funds for the
27 investment, the current immigration status of the EB-5 investor, and the current status of the
28

1 investment.

2 **RESPONSE TO REQUEST NO. 80:**

3 Responding Party objects to this Document Request on grounds that it is compound as to
4 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is
5 burdensome and oppressive because it seeks documents that are already in possession of
6 Requesting Party or readily available to Requesting Party; it seeks information protected by the
7 attorney-client privilege and work product doctrine; and it purports to require Responding Party
8 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
9 information that is protected by rights of privacy .

10 In Addition, this Document Request is overly broad because it seeks the production of
11 documents beyond the scope of issues directly related to the pending motion for a preliminary
12 injunction. Responding Party, subject to and without waiving said objections, will produce all
13 documents relating to the Injunction Issues that are responsive to this Document Request.

14

15 **REQUEST NO. 81:**

16 Please provide copies of any and all documents which support, refute, or in any way relate
17 to each and every representation you have made to any potential EB-5 investor of the Front Sight
18 project, or agent of any potential EB-5 investor, including representations prior to investment and
19 updates since investment.

20 **RESPONSE TO REQUEST NO. 81:**

21 Responding Party objects to this Document Request on grounds that it lacks foundation;
22 is vague and ambiguous as to “representation;” it is compound as to issues and facts; it is
23 duplicative to other Document Requests contained herein and herewith; it is burdensome and
24 oppressive because it seeks documents that are already in possession of Requesting Party or
25 readily available to Requesting Party; it seeks information protected by the attorney-client
26 privilege and work product doctrine; and it purports to require Responding Party to disclose
27 information that is a trade secret, confidential, proprietary, commercially sensitive, or

28

1 ambiguous; it is duplicative to other Document Requests contained herein and herewith; it is
2 burdensome and oppressive because it seeks documents that are already in possession of
3 Requesting Party or readily available to Requesting Party; it seeks information protected by the
4 attorney-client privilege and work product doctrine; and it purports to require Responding Party
5 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
6 information that is protected by rights of privacy.

7 In Addition, this Document Request is overly broad because it seeks the production of
8 documents beyond the scope of issues directly related to the pending motion for a preliminary
9 injunction. Responding Party, subject to and without waiving said objections, will produce all
10 documents relating to the Injunction Issues that are responsive to this Document Request.

11
12 DATED: July 24, 2019

FARMER CASE & FEDOR

13
14 /s/ Kathryn Holbert
15 ANTHONY T. CASE, ESQ.
16 Nevada Bar No. 6589
17 tcase@farmercase.com
18 KATHRYN HOLBERT, ESQ.
19 Nevada Bar No. 10084
20 kholbert@farmercase.com
21 FARMER CASE & FEDOR
22 2190 E. Pebble Rd., Suite #205
23 Las Vegas, NV 89123
24 Telephone: (702) 579-3900
25 Facsimile: (702) 739-3001

26 C. KEITH GREER, ESQ.
27 Cal. Bar. No. 135537 (Pro Hac Vice)
28 Keith.greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
17150 Via Del Campo, Suite #100
San Diego, California 92128
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

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

EXHIBIT B

EXHIBIT B

1 **RRFP**

2 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

3 tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

4 Nevada Bar No. 10084

kholbert@farmercase.com

5 **FARMER CASE & FEDOR**

2190 E. Pebble Rd., Suite #205

6 Las Vegas, NV 89123

Telephone: (702) 579-3900

7 Facsimile: (702) 739-3001

8 C. Keith Greer, ESQ.

Admitted *pro hac vice*

9 keith.greer@greerlaw.biz

GREER AND ASSOCIATES, A PC

10 17150 Via Del Campo, Suite 100

San Diego, CA 92127

11 Telephone: (858) 613-6677

Facsimile: (858) 613-6680

12

Attorneys for Defendants

13 LAS VEGAS DEVELOPMENT FUND LLC, EB5

IMPACT CAPITAL REGIONAL CENTER LLC,

14 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

15

EIGHTH JUDICIAL DISTRICT COURT

16

CLARK COUNTY, NEVADA

17

FRONT SIGHT MANAGEMENT LLC, a)

Nevada Limited Liability Company,)

18

Plaintiff,)

19

vs.)

20

LAS VEGAS DEVELOPMENT FUND LLC,)

et al.,)

21

Defendants.)

22

23

24

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

26

RESPONDING PARTY: Defendant, ROBERT W. DZIUBLA

27

SET NO: ONE

28

GENERAL OBJECTIONS

1
2 Defendant, **ROBERT W. DZIBULA**("Responding party" or "Defendant"), makes the following
3 general objections, whether or not separately set forth in response to each document demand, to each
4 and every definition and document demand in the Request for Production of Documents (Set No.
5 One) of Plaintiff ("Propounding party"):

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

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

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

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

4 5 Responding Party reserves the right to condition the production of documents
5 containing confidential or proprietary information or trade secrets on the Court's issuance of a
6 confidentiality or protective order governing the disclosure of any such information.

7 6. The production of any documents or information by Responding Party is made
8 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
9 documents containing confidential or proprietary information or trade secrets.

10 7. Responding Party objects to the requests to the extent that they would require
11 Responding Party to produce documents or information covered by confidentiality agreements with
12 others, or that would require Responding Party to violate the privacy interests of others.

13
14 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

15 **REQUEST NO. 1:**

16 Produce copies any and all documents, writings and/or communications utilized or consulted
17 in the answering of Plaintiff's First Set Interrogatories to Defendant Robert Dziubla.

18 **RESPONSE TO REQUEST NO. 1:**

19 Objection. This Document Request seeks information that does not exist as there has
20 been no Interrogatories served on Responding Party.

21 **REQUEST NO. 2:**

22 Produce copies of any and all documents referred to in Defendant's answers to Plaintiff's
23 First Set of Interrogatories to Defendant Robert Dziubla.

24 **RESPONSE TO REQUEST NO. 2:**

25 Objection. This Document Request seeks information that does not exist as there has
26 been no Interrogatories served on Responding Party.

27 **REQUEST NO. 3:**

28 Please provide copies of any and all documents which support, refute, or in any way relate

1 Please provide copies of any and all documents which show or in any way relate to each and
2 every payment and/or transfer of money or property made by Plaintiff to you, or to any entity
3 controlled by you, from 2012 to the present, including documents that show where or how that
4 money or property was used after you received it.

5 **RESPONSE TO REQUEST NO. 73:**

6 Responding Party objects to this Document Request on grounds that it is burdensome and
7 oppressive because it seeks documents that are already in possession of Requesting Party or readily
8 available to Requesting Party; it is compound as to issues and facts; it is duplicative to other
9 Document Requests contained herein and herewith; it seeks information protected by the
10 attorney-client privilege and work product doctrine; and it purports to require Responding Party to
11 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
12 information that is protected by rights of privacy .

13 In Addition, this Document Request is overly broad because it seeks the production of
14 documents beyond the scope of issues directly related to the pending motion for a preliminary
15 injunction. Responding Party, subject to and without waiving said objections, will produce all
16 documents relating to the Injunction Issues that are responsive to this Document Request.

17
18 **REQUEST NO. 74:**

19 Please provide copies of any and all documents which show or in any way relate to each and
20 every payment and/or transfer of money or property made to you, or any entity controlled by you,
21 by any other Defendant in this matter from 2012 to the present. This includes, but is not limited to,
22 documentation related to any reimbursement, salary, or equity distribution to you from any other
23 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter.

24
25 **RESPONSE TO REQUEST NO. 74:**

26 Responding Party objects to this Document Request on grounds that it lacks foundation; is
27 vague and ambiguous as to “any entity;” it is compound as to issues and facts; it is duplicative to
28 other Document Requests contained herein and herewith; it is burdensome and oppressive because

1 it seeks documents that are already in possession of Requesting Party or readily available to
2 Requesting Party; it seeks information protected by the attorney-client privilege and work product
3 doctrine; and it purports to require Responding Party to disclose information that is a trade secret,
4 confidential, proprietary, commercially sensitive, or information that is protected by rights of
5 privacy.

6 In Addition, this Document Request is overly broad because it seeks the production of
7 documents beyond the scope of issues directly related to the pending motion for a preliminary
8 injunction. Responding Party, subject to and without waiving said objections, will produce all
9 documents relating to the Injunction Issues that are responsive to this Document Request.

10 **REQUEST NO. 75:**

11 Please provide copies of any and all documents which show or in any way relate to each and
12 every financial transaction and/or transfer of money or property made to you, or any entity, including
13 any other Defendant, controlled by you, from any other person or entity, including any other
14 Defendant, from 2012 to the present.

15 **RESPONSE TO REQUEST NO. 75:**

16 Responding Party objects to this Document Request on grounds that it is not reasonably
17 proportional to the Injunction Issues; vague and ambiguous as to "any other person or entity;" it is
18 compound as to issues and facts; it is duplicative to other Document Requests contained herein and
19 herewith; it is burdensome and oppressive because it seeks documents that are already in possession
20 of Requesting Party or readily available to Requesting Party; it seeks information protected by the
21 attorney-client privilege and work product doctrine; and it purports to require Responding Party to
22 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
23 information that is protected by rights of privacy .

24 In Addition, this Document Request is overly broad because it seeks the production of
25 documents beyond the scope of issues directly related to the pending motion for a preliminary
26 injunction. Responding Party, subject to and without waiving said objections, will produce all
27 documents relating to the Injunction Issues that are responsive to this Document Request.

28 **REQUEST NO. 76:**

1 Please provide copies of any and all documents which support, refute, or in any way relate
2 to each and every payment and/or transfer of money or property made to you, or any entity controlled
3 by you, by any foreign or immigrant investor from 2012 to the present.

4 **RESPONSE TO REQUEST NO. 76:**

5 Responding Party objects to this Document Request on grounds that it lacks foundation; is
6 vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and facts;
7 it is duplicative to other Document Requests contained herein and herewith; it is burdensome and
8 oppressive because it seeks documents that are already in possession of Requesting Party or readily
9 available to Requesting Party; it seeks information protected by the attorney-client privilege and
10 work product doctrine; and it purports to require Responding Party to disclose information that is
11 a trade secret, confidential, proprietary, commercially sensitive, or information that is protected by
12 rights of privacy .

13 In Addition, this Document Request is overly broad because it seeks the production of
14 documents beyond the scope of issues directly related to the pending motion for a preliminary
15 injunction. Responding Party, subject to and without waiving said objections, will produce all
16 documents relating to the Injunction Issues that are responsive to this Document Request.

17
18 **REQUEST NO. 77:**

19 Please provide copies of any and all documents which in any way relate to each and every
20 financial transaction in which you have been involved from 2012 to the present, including all
21 underlying documentation to substantiate said transaction(s).

22 **RESPONSE TO REQUEST NO. 77:**

23 Responding Party objects to this Document Request on grounds that it is burdensome and
24 oppressive because it is not reasonably proportional to the Injunction Issues; vague and ambiguous
25 as to "each and every financial transaction;" it is compound as to issues and facts; it is duplicative
26 to other Document Requests contained herein and herewith; it seeks information protected by the
27 attorney-client privilege and work product doctrine; and it purports to require Responding Party to
28 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or

1 information that is protected by rights of privacy .

2 In Addition, this Document Request is overly broad because it seeks the production of
3 documents beyond the scope of issues directly related to the pending motion for a preliminary
4 injunction. Responding Party, subject to and without waiving said objections, will produce all
5 documents relating to the Injunction Issues that are responsive to this Document Request.

6 **REQUEST NO. 78:**

7 Please provide copies of any and all documents which identify the details of each and every
8 EB-5 investor and/or investment transaction related to the Front Sight project referenced in the
9 Second Amended Complaint, including but not limited to the identity of the person or entity
10 involved, the address of the person or entity investing, the contact person for the agent of the EB-5
11 investor, the country of origin of the person or entity investing, the date of the transaction, the
12 amount of the investment, the source of the funds for the investment, the current immigration status
13 of the EB-5 investor, and the current status of the investment.

14 **RESPONSE TO REQUEST NO. 78:**

15 Responding Party objects to this Document Request on grounds that it is compound as to
16 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is
17 burdensome and oppressive because it seeks documents that are already in possession of Requesting
18 Party or readily available to Requesting Party; it seeks information protected by the attorney-client
19 privilege and work product doctrine; and it purports to require Responding Party to disclose
20 information that is a trade secret, confidential, proprietary, commercially sensitive, or information
21 that is protected by rights of privacy .

22 In Addition, this Document Request is overly broad because it seeks the production of
23 documents beyond the scope of issues directly related to the pending motion for a preliminary
24 injunction. Responding Party, subject to and without waiving said objections, will produce all
25 documents relating to the Injunction Issues that are responsive to this Document Request

26 **REQUEST NO. 79:**

27 Please provide copies of any and all documents which support, refute, or in any way relate
28 to each and every representation you have made to any potential EB-5 investor of the Front Sight

1 In Addition, this Document Request is overly broad because it seeks the production of
2 documents beyond the scope of issues directly related to the pending motion for a preliminary
3 injunction. Responding Party, subject to and without waiving said objections, will produce all
4 documents relating to the Injunction Issues that are responsive to this Document Request.

5 **REQUEST NO. 81:**

6 Please provide copies of any and all documents provided to you, or any entity controlled by
7 you, by Plaintiff or any representative of Plaintiff at any time between 2012 and the present.

8 **RESPONSE TO REQUEST NO. 81:**

9 Responding Party objects to this Document Request on grounds that it is duplicative to other
10 Document Requests contained herein and herewith; and it is burdensome and oppressive because
11 it seeks documents that are already in possession of Requesting Party or readily available to
12 Requesting Party.

13 **REQUEST NO. 82:**

14 Please produce all documents showing the use of funds paid by Plaintiff and received by you
15 and/or your agents, and/or any entity controlled by you, including specifically providing the
16 chronological tracing of the funds from the date of receipt to the transfer and/or use of the funds.

17 **RESPONSE TO REQUEST NO. 82:**

18 Responding Party objects to this Document Request on grounds that it is duplicative to other
19 Document Requests contained herein and herewith; and it is burdensome and oppressive because
20 it seeks documents that are already in possession of Requesting Party or readily available to
21 Requesting Party.

22
23 **REQUEST NO. 83:**

24 Please produce copies of all financial records generated from January 1, 2013 through the
25 present date, inclusive, regarding any business in which you have or have had any legal or beneficial
26 interest whatsoever since January 1, 2013. Responsive documents shall include, without limitation,
27 general ledgers, QuickBooks, income, accounts receivable, inventory, payroll, bills, expenses,
28 audited and unaudited financial statements, other ledgers, journals, bank account statements, check

1 registers, canceled checks, loan documents and the customer or client list.

2 **RESPONSE TO REQUEST NO. 83:**

3 Responding Party objects to this Document Request on grounds that it is burdensome and
4 oppressive because it is not reasonably proportional to the Injunction Issues; vague and ambiguous
5 as to multiple terms; it is compound as to issues and facts; it is duplicative to other Document
6 Requests contained herein and herewith; it seeks information protected by the attorney-client
7 privilege and work product doctrine; and it purports to require Responding Party to disclose
8 information that is a trade secret, confidential, proprietary, commercially sensitive, or information
9 that is protected by rights of privacy .

10 In Addition, this Document Request is overly broad because it seeks the production of
11 documents beyond the scope of issues directly related to the pending motion for a preliminary
12 injunction. Responding Party, subject to and without waiving said objections, will produce all
13 documents relating to the Injunction Issues that are responsive to this Document Request.

14 **REQUEST NO. 84:**

15 Please produce all W-2 forms submitted to the Internal Revenue Service by you for each of
16 the tax years from 2013 to present.

17 **RESPONSE TO REQUEST NO. 84:**

18 Responding Party objects to this Document Request on grounds that it is burdensome and
19 oppressive because it is not reasonably proportional to the Injunction Issues;; and it seeks
20 information protected by the attorney-client privilege and work product doctrine; and it purports to
21 require Responding Party to disclose information that is a trade secret, confidential, proprietary,
22 commercially sensitive, or information that is protected by rights of privacy .

23 In Addition, this Document Request is overly broad because it seeks the production of
24 documents beyond the scope of issues directly related to the pending motion for a preliminary
25 injunction. Responding Party, subject to and without waiving said objections, will produce all
26 documents relating to the Injunction Issues that are responsive to this Document Request.

27 **REQUEST NO. 85:**

28 Please produce any and all communications between you and any other party to this litigation

1 in any way relating to Plaintiff, Plaintiff's project, or the EB-5 raise.

2 **RESPONSE TO REQUEST NO. 85:**

3 Responding Party objects to this Document Request on grounds that it is burdensome and
4 oppressive because it is not reasonably proportional to the Injunction Issues; vague and ambiguous
5 to "about Plaintiff;" it is compound; duplicative; and it seeks information protected by the
6 attorney-client privilege and work product doctrine; and it purports to require Responding Party to
7 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
8 information that is protected by rights of privacy .

9 In Addition, this Document Request is overly broad because it seeks the production of
10 documents beyond the scope of issues directly related to the pending motion for a preliminary
11 injunction. Responding Party, subject to and without waiving said objections, will produce all
12 documents relating to the Injunction Issues that are responsive to this Document Request.

13 **REQUEST NO. 86:**

14 Please produce all personal tax records from January 1, 2013 to the present. Plaintiff agrees
15 that you may produce your response as "confidential" under the Stipulated Protective Order.

16 **RESPONSE TO REQUEST NO. 86:**

17 Responding Party objects to this Document Request on grounds that it is burdensome and
18 oppressive because it is not reasonably proportional to the Injunction Issues; it is duplicative; it is
19 compound as to facts and issues; and it seeks information protected by the attorney-client privilege
20 and work product doctrine; and it purports to require Responding Party to disclose information that
21 is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected
22 by rights of privacy .

23 In Addition, this Document Request is overly broad because it seeks the production of
24 documents beyond the scope of issues directly related to the pending motion for a preliminary
25 injunction. Responding Party, subject to and without waiving said objections, will produce all
26 documents relating to the Injunction Issues that are responsive to this Document Request.

27 **REQUEST NO. 87:**

28 Please produce any and all documents relating to bank accounts, whether, personal accounts

1 or those belonging to or related to any business entities with which you are, or have been, involved
2 or associated, into which any checks, cash, money orders, wire transfers, or any other payments you
3 have received from Plaintiff, any Defendant, or any of Plaintiff's or Defendants' related entities were
4 deposited. Plaintiff agrees that you may produce your response as "confidential" under the Stipulated
5 Protective Order.

6 **RESPONSE TO REQUEST NO. 87:**

7 Responding Party objects to this Document Request on grounds that it is burdensome and
8 oppressive because it is not reasonably proportional to the Injunction Issues; it is duplicative; it is
9 compound as to facts and issues; and it seeks information protected by the attorney-client privilege
10 and work product doctrine; and it purports to require Responding Party to disclose information that
11 is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected
12 by rights of privacy .

13 In Addition, this Document Request is overly broad because it seeks the production of
14 documents beyond the scope of issues directly related to the pending motion for a preliminary
15 injunction. Responding Party, subject to and without waiving said objections, will produce all
16 documents relating to the Injunction Issues that are responsive to this Document Request.

17 **REQUEST NO. 88:**

18 Please produce any and all documents related to the formation of any business entity with
19 which you are, or have been, involved or associated, including, but not limited to, articles of
20 incorporation, LLC operating agreements, and documents governing the operation of the relevant
21 business entities.

22 **RESPONSE TO REQUEST NO. 88:**

23 Responding Party objects to this Document Request on grounds that it lacks foundation; is
24 vague and ambiguous; it is compound as to issues and facts; it is burdensome and oppressive because
25 it seeks documents that are already in possession of Requesting Party or readily available to
26 Requesting Party; it seeks information protected by the attorney-client privilege and work product
27 doctrine; and it purports to require Responding Party to disclose information that is a trade secret,
28 confidential, proprietary, commercially sensitive, or information that is protected by rights of privacy

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In Addition, this Document Request is overly broad because it seeks the production of documents beyond the scope of issues directly related to the pending motion for a preliminary injunction. Responding Party, subject to and without waiving said objections, will produce all documents relating to the Injunction Issues that are responsive to this Document Request.

REQUEST NO. 89:

Please produce any and all documents relating to bank accounts you have set up for any business entities with which you are involved or associated jointly with any other Defendant.

RESPONSE TO REQUEST NO. 89:

Responding Party objects to this Document Request on grounds that it lacks foundation; it seeks information protected by the attorney-client privilege and work product doctrine; and it purports to require Responding Party to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected by rights of privacy .

In Addition, this Document Request is overly broad because it seeks the production of documents beyond the scope of issues directly related to the pending motion for a preliminary injunction. Responding Party, subject to and without waiving said objections, will produce all documents relating to the Injunction Issues that are responsive to this Document Request.

REQUEST NO. 90:

Please produce copies of all documents comprising or constituting monthly statements or other periodic statements of account from all banks and other financial institutions in which you have had any type of checking, savings, brokerage, mutual fund, money market, certificate of deposit, or other type of interest or account for all periods from January 1, 2013 through the present date, inclusive. This request includes any accounts into which (at any point during the time period January 1, 2013 to the present date, inclusive) you have made any deposits or from which you have had the right to withdraw, and any account over which you have, or have had, whether acting alone or in concert with others, either signature authority or authority to direct the disposition of assets or funds held therein.

1 **RESPONSE TO REQUEST NO. 90:**

2 Responding Party objects to this Document Request on grounds that it lacks foundation; it
3 is burdensome and oppressive because it is not reasonably proportional to the Injunction Issues; it
4 is compound as to issues and facts; it seeks information protected by the attorney-client privilege
5 and work product doctrine; and it purports to require Responding Party to disclose information that
6 is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected
7 by rights of privacy .

8 In Addition, this Document Request is overly broad because it seeks the production of
9 documents beyond the scope of issues directly related to the pending motion for a preliminary
10 injunction. Responding Party, subject to and without waiving said objections, will produce all
11 documents relating to the Injunction Issues that are responsive to this Document Request.

12 **REQUEST NO. 91:**

13 Produce any and all communication between you and Sean Flynn.

14 **RESPONSE TO REQUEST NO. 91:**

15 Responding Party objects to this Document Request on grounds that it is burdensome and
16 oppressive because it is not reasonably proportional to the Injunction Issues; it is vague and
17 ambiguous; and it seeks information protected by the attorney-client privilege and work product
18 doctrine; and it purports to require Responding Party to disclose information that is a trade secret,
19 confidential, proprietary, commercially sensitive, or information that is protected by rights of
20 privacy.

21 In Addition, this Document Request is overly broad because it seeks the production of
22 documents beyond the scope of issues directly related to the pending motion for a preliminary
23 injunction. Responding Party, subject to and without waiving said objections, will produce all
24 documents relating to the Injunction Issues that are responsive to this Document Request.

25 **REQUEST NO. 92:**

26 Please provide any and all documents which relate to and/or account for any and all funds
27 you have received from Front Sight directly or which you know to originate from Front Sight,
28 including all money received by you from Plaintiff, how said funds were spent, identification of who

1 received any portion of the funds, and any and all documentation to support or justify payments made
2 or funds spent.

3 **RESPONSE TO REQUEST NO. 92:**

4 Responding Party objects to this Document Request on grounds that it lacks foundation; it
5 is compound as to issues and facts; it is duplicative to other Document Requests contained herein
6 and herewith; it is burdensome and oppressive because it seeks documents that are already in
7 possession of Requesting Party or readily available to Requesting Party; it seeks information
8 protected by the attorney-client privilege and work product doctrine; and it purports to require
9 Responding Party to disclose information that is a trade secret, confidential, proprietary,
10 commercially sensitive, or information that is protected by rights of privacy .

11 In Addition, this Document Request is overly broad because it seeks the production of
12 documents beyond the scope of issues directly related to the pending motion for a preliminary
13 injunction. Responding Party, subject to and without waiving said objections, will produce all
14 documents relating to the Injunction Issues that are responsive to this Document Request

15 **REQUEST NO. 93:**

16 Please provide any and all documents which show or demonstrate your experience with EB-5
17 lending at any time in the past.

18 **RESPONSE TO REQUEST NO. 93:**

19 Responding Party objects to this Document Request on grounds that it is vague and
20 ambiguous as to “experience;” and it seeks information protected by the attorney-client privilege
21 and work product doctrine; and it purports to require Responding Party to disclose information
22 that is a trade secret, confidential, proprietary, commercially sensitive, or information that is
23 protected by rights of privacy .

24 //

25 //

26 //

27 //

28 //

1 In Addition, this Document Request is overly broad because it seeks the production of
2 documents beyond the scope of issues directly related to the pending motion for a preliminary
3 injunction. Responding Party, subject to and without waiving said objections, will produce all
4 documents relating to the Injunction Issues that are responsive to this Document Request.

5
6
7 DATED: July 24, 2019

FARMER CASE & FEDOR

8
9 /s/ Kathryn Holbert
10 ANTHONY T. CASE, ESQ.
Nevada Bar No. 6589
tcase@farmercase.com
11 KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
kholbert@farmercase.com
12 FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
13 Las Vegas, NV 89123
Telephone: (702) 579-3900
14 Facsimile: (702) 739-3001

15
16 C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
Keith.greer@greerlaw.biz
17 GREER & ASSOCIATES, A.P.C.
17150 Via Del Campo, Suite #100
18 San Diego, California 92128
Telephone: (858) 613-6677
19 Facsimile: (858) 613-6680

20 Attorneys for Defendants
LAS VEGAS DEVELOPMENT FUND LLC.
21 EB5 IMPACT CAPITAL REGIONAL CENTER,
22 LLC, EB6 IMPACT ADVISORS, LLC, ROBERT
W. DZIUBLA, JON FLEMING and LINDA
23 STANWOOD
24
25
26
27
28

EXHIBIT C

EXHIBIT C

1 **RRFP**

2 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

3 tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

4 Nevada Bar No. 10084

kholbert@farmercase.com

5 **FARMER CASE & FEDOR**

2190 E. Pebble Rd., Suite #205

6 Las Vegas, NV 89123

Telephone: (702) 579-3900

7 Facsimile: (702) 739-3001

8 C. Keith Greer, ESQ.

Admitted *pro hac vice*

9 keith.greer@greerlaw.biz

GREER AND ASSOCIATES, A PC

10 17150 Via Del Campo, Suite 100

San Diego, CA 92127

11 Telephone: (858) 613-6677

Facsimile: (858) 613-6680

12

Attorneys for Defendants

13 LAS VEGAS DEVELOPMENT FUND LLC, EB5

IMPACT CAPITAL REGIONAL CENTER LLC,

14 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

15

EIGHTH JUDICIAL DISTRICT COURT

16

CLARK COUNTY, NEVADA

17

FRONT SIGHT MANAGEMENT LLC, a)

Nevada Limited Liability Company,)

18

Plaintiff,)

19

vs.)

20

LAS VEGAS DEVELOPMENT FUND LLC,)

et al.,)

21

Defendants.)

22

23

24

25 **PROPOUNDING PARTY:**

Plaintiff, FRONT SIGHT MANAGEMENT LLC

26

RESPONDING PARTY:

Defendant, JON FLEMING

27

SET NO:

ONE

28

GENERAL OBJECTIONS

1
2 Defendant, **JON FLEMING** ("Responding party" or "Defendant"), makes the following general
3 objections, whether or not separately set forth in response to each document demand, to each and
4 every definition and document demand in the Request for Production of Documents (Set No.
5 One) of Plaintiff ("Propounding party"):

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

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

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

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

4 5 Responding Party reserves the right to condition the production of documents
5 containing confidential or proprietary information or trade secrets on the Court's issuance of a
6 confidentiality or protective order governing the disclosure of any such information.

7 6. The production of any documents or information by Responding Party is made
8 without waiver, and with preservation, of any privilege or protection against disclosure afforded
9 to documents containing confidential or proprietary information or trade secrets.

10 7. Responding Party objects to the requests to the extent that they would require
11 Responding Party to produce documents or information covered by confidentiality agreements
12 with others, or that would require Responding Party to violate the privacy interests of others.

13
14 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

15 **REQUEST NO. 1:**

16 Produce copies any and all documents, writings and/or communications utilized or consulted
17 in the answering of Plaintiff's First Set Interrogatories to Defendant Jon Fleming.

18 **RESPONSE TO REQUEST NO. 1:**

19 Objection. This Document Request seeks information that does not exist as there has
20 been no Interrogatories served on Responding Party.

21 **REQUEST NO. 2:**

22 Produce copies of any and all documents referred to in Defendant's answers to Plaintiff's
23 First Set of Interrogatories to Defendant Jon Fleming.

24 **RESPONSE TO REQUEST NO. 2:**

25 Objection. This Document Request seeks information that does not exist as there has
26 been no Interrogatories served on Responding Party.

27 **REQUEST NO. 3:**

28 Please provide copies of any and all documents which support, refute, or in any way relate

1 possession of Requesting Party or readily available to Requesting Party; it seeks information
2 protected by the attorney-client privilege and work product doctrine; and it purports to require
3 Responding Party to disclose information that is a trade secret, confidential, proprietary,
4 commercially sensitive, or information that is protected by rights of privacy .

5 In Addition, this Document Request is overly broad because it seeks the production of
6 documents beyond the scope of issues directly related to the pending motion for a preliminary
7 injunction. Responding Party, subject to and without waiving said objections, will produce all
8 documents relating to the Injunction Issues that are responsive to this Document Request.

9
10
11 **REQUEST NO. 74:**

12 Please provide copies of any and all documents which support, refute, or in any way
13 relate to each and every payment and/or transfer of money or property made to you, or any entity
14 controlled by you, by any foreign or immigrant investor from 2012 to the present.

15 **RESPONSE TO REQUEST NO. 74:**

16 Responding Party objects to this Document Request on grounds that it lacks foundation;
17 is vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and
18 facts; it is duplicative to other Document Requests contained herein and herewith; it is
19 burdensome and oppressive because it seeks documents that are already in possession of
20 Requesting Party or readily available to Requesting Party; it seeks information protected by the
21 attorney-client privilege and work product doctrine; and it purports to require Responding Party
22 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
23 information that is protected by rights of privacy .

24 In Addition, this Document Request is overly broad because it seeks the production of
25 documents beyond the scope of issues directly related to the pending motion for a preliminary
26 injunction. Responding Party, subject to and without waiving said objections, will produce all
27 documents relating to the Injunction Issues that are responsive to this Document Request.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

REQUEST NO. 75:

Please provide copies of any and all documents which in any way relate to each and every financial transaction in which you have been involved from 2012 to the present, including all underlying documentation to substantiate said transaction(s).

RESPONSE TO REQUEST NO. 75:

Responding Party objects to this Document Request on grounds that it is burdensome and oppressive because it is not reasonably proportional to the Injunction Issues; vague and ambiguous as to “each and every financial transaction;” it is compound as to issues and facts; it is duplicative to other Document Requests contained herein and herewith; it seeks information protected by the attorney-client privilege and work product doctrine; and it purports to require Responding Party to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or information that is protected by rights of privacy .

In Addition, this Document Request is overly broad because it seeks the production of documents beyond the scope of issues directly related to the pending motion for a preliminary injunction. Responding Party, subject to and without waiving said objections, will produce all documents relating to the Injunction Issues that are responsive to this Document Request.

REQUEST NO. 76:

Please provide copies of any and all documents which identify the details of each and every EB-5 investor and/or investment transaction related to the Front Sight project referenced in the Second Amended Complaint, including but not limited to the identity of the person or entity involved, the address of the person or entity investing, the contact person for the agent of the EB-5 investor, the country of origin of the person or entity investing, the date of the transaction, the amount of the investment, the source of the funds for the investment, the current immigration status of the EB-5 investor, and the current status of the investment.

RESPONSE TO REQUEST NO. 76:

Responding Party objects to this Document Request on grounds that it is compound as to

1 to Requesting Party.

2
3 **REQUEST NO. 80:**

4 Please produce all documents showing the use of funds paid by Plaintiff and received by
5 you and/or your agents, and/or any entity controlled by you, including specifically providing the
6 chronological tracing of the funds from the date of receipt to the transfer and/or use of the funds.

7 **RESPONSE TO REQUEST NO. 80**

8 Responding Party objects to this Document Request on grounds that it is duplicative to
9 other Document Requests contained herein and herewith; and it is burdensome and oppressive
10 because it seeks documents that are already in possession of Requesting Party or readily available
11 to Requesting Party.

12
13 **REQUEST NO. 81:**

14 Please produce copies of all financial records generated from January 1, 2013 through the
15 present date, inclusive, regarding any business in which you have or have had any legal or
16 beneficial interest whatsoever since January 1, 2013. Responsive documents shall include,
17 without limitation, general ledgers, QuickBooks, income, accounts receivable, inventory, payroll,
18 bills, expenses, audited and unaudited financial statements, other ledgers, journals, bank account
19 statements, check registers, canceled checks, loan documents and the customer or client list.

20 **RESPONSE TO REQUEST NO. 81:**

21 Responding Party objects to this Document Request on grounds that it is burdensome
22 and oppressive because it is not reasonably proportional to the Injunction Issues; vague and
23 ambiguous as to multiple terms; it is compound as to issues and facts; it is duplicative to other
24 Document Requests contained herein and herewith; it seeks information protected by the
25 attorney-client privilege and work product doctrine; and it purports to require Responding Party
26 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
27 information that is protected by rights of privacy .

28 In Addition, this Document Request is overly broad because it seeks the production of

1 documents beyond the scope of issues directly related to the pending motion for a preliminary
2 injunction. Responding Party, subject to and without waiving said objections, will produce all
3 documents relating to the Injunction Issues that are responsive to this Document Request.

4
5 **REQUEST NO. 82:**

6 Please produce all W-2 forms submitted to the Internal Revenue Service by you for each
7 of the tax years from 2013 to present.

8 **RESPONSE TO REQUEST NO. 82:**

9 Responding Party objects to this Document Request on grounds that it is burdensome
10 and oppressive because it is not reasonably proportional to the Injunction Issues;; and it seeks
11 information protected by the attorney-client privilege and work product doctrine; and it purports
12 to require Responding Party to disclose information that is a trade secret, confidential,
13 proprietary, commercially sensitive, or information that is protected by rights of privacy .

14 In Addition, this Document Request is overly broad because it seeks the production of
15 documents beyond the scope of issues directly related to the pending motion for a preliminary
16 injunction. Responding Party, subject to and without waiving said objections, will produce all
17 documents relating to the Injunction Issues that are responsive to this Document Request.

18
19 **REQUEST NO. 83:**

20 Please produce any and all communications between you and any other party to this
21 litigation in any way relating to Plaintiff, Plaintiff’s project, or the EB-5 raise.

22 **RESPONSE TO REQUEST NO. 83:**

23 Responding Party objects to this Document Request on grounds that it is burdensome
24 and oppressive because it is not reasonably proportional to the Injunction Issues; vague and
25 ambiguous to “about Plaintiff;” it is compound; duplicative; and it seeks information protected
26 by the attorney-client privilege and work product doctrine; and it purports to require Responding
27 Party to disclose information that is a trade secret, confidential, proprietary, commercially
28 sensitive, or information that is protected by rights of privacy .

1 In Addition, this Document Request is overly broad because it seeks the production of
2 documents beyond the scope of issues directly related to the pending motion for a preliminary
3 injunction. Responding Party, subject to and without waiving said objections, will produce all
4 documents relating to the Injunction Issues that are responsive to this Document Request.

5
6 **REQUEST NO. 84:**

7 Please produce all personal tax records from January 1, 2013 to the present. Plaintiff
8 agrees that you may produce your response as “confidential” under the Stipulated Protective
9 Order.

10 **RESPONSE TO REQUEST NO. 84:**

11 Responding Party objects to this Document Request on grounds that it is burdensome
12 and oppressive because it is not reasonably proportional to the Injunction Issues; it is
13 duplicative; it is compound as to facts and issues; and it seeks information protected by the
14 attorney-client privilege and work product doctrine; and it purports to require Responding Party
15 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
16 information that is protected by rights of privacy .

17 In Addition, this Document Request is overly broad because it seeks the production of
18 documents beyond the scope of issues directly related to the pending motion for a preliminary
19 injunction. Responding Party, subject to and without waiving said objections, will produce all
20 documents relating to the Injunction Issues that are responsive to this Document Request.

21
22 **REQUEST NO. 85:**

23 Please produce any and all documents relating to bank accounts, whether, personal
24 accounts or those belonging to or related to any business entities with which you are, or have
25 been, involved or associated, into which any checks, cash, money orders, wire transfers, or any
26 other payments you have received from Plaintiff, any Defendant, or any of Plaintiff’s or
27 Defendants’ related entities were deposited. Plaintiff agrees that you may produce your response
28 as “confidential” under the Stipulated Protective Order.

1 **RESPONSE TO REQUEST NO. 85:**

2 Responding Party objects to this Document Request on grounds that it is burdensome
3 and oppressive because it is not reasonably proportional to the Injunction Issues; it is
4 duplicative; it is compound as to facts and issues; and it seeks information protected by the
5 attorney-client privilege and work product doctrine; and it purports to require Responding Party
6 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
7 information that is protected by rights of privacy .

8 In Addition, this Document Request is overly broad because it seeks the production of
9 documents beyond the scope of issues directly related to the pending motion for a preliminary
10 injunction. Responding Party, subject to and without waiving said objections, will produce all
11 documents relating to the Injunction Issues that are responsive to this Document Request.

12
13 **REQUEST NO. 86:**

14 Please produce any and all documents related to the formation of any business entity with
15 which you are, or have been, involved or associated, including, but not limited to, articles of
16 incorporation, LLC operating agreements, and documents governing the operation of the relevant
17 business entities.

18 **RESPONSE TO REQUEST NO. 86:**

19 Responding Party objects to this Document Request on grounds that it lacks foundation;
20 is vague and ambiguous; it is compound as to issues and facts; it is burdensome and oppressive
21 because it seeks documents that are already in possession of Requesting Party or readily available
22 to Requesting Party; it seeks information protected by the attorney-client privilege and work
23 product doctrine; and it purports to require Responding Party to disclose information that is a
24 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by
25 rights of privacy .

26 In Addition, this Document Request is overly broad because it seeks the production of
27 documents beyond the scope of issues directly related to the pending motion for a preliminary
28 injunction. Responding Party, subject to and without waiving said objections, will produce all

1 documents relating to the Injunction Issues that are responsive to this Document Request.

2
3 **REQUEST NO. 87:**

4 Please produce any and all documents relating to bank accounts you have set up for any
5 business entities with which you are involved or associated jointly with any other Defendant.

6 **RESPONSE TO REQUEST NO. 87:**

7 Responding Party objects to this Document Request on grounds that it lacks foundation;
8 it seeks information protected by the attorney-client privilege and work product doctrine; and it
9 purports to require Responding Party to disclose information that is a trade secret, confidential,
10 proprietary, commercially sensitive, or information that is protected by rights of privacy .

11 In Addition, this Document Request is overly broad because it seeks the production of
12 documents beyond the scope of issues directly related to the pending motion for a preliminary
13 injunction. Responding Party, subject to and without waiving said objections, will produce all
14 documents relating to the Injunction Issues that are responsive to this Document Request.

15
16 **REQUEST NO. 88:**

17 Please produce copies of all documents comprising or constituting monthly statements or
18 other periodic statements of account from all banks and other financial institutions in which you
19 have had any type of checking, savings, brokerage, mutual fund, money market, certificate of
20 deposit, or other type of interest or account for all periods from January 1, 2013 through the
21 present date, inclusive. This request includes any accounts into which (at any point during the
22 time period January 1, 2013 to the present date, inclusive) you have made any deposits or from
23 which you have had the right to withdraw, and any account over which you have, or have had,
24 whether acting alone or in concert with others, either signature authority or authority to direct the
25 disposition of assets or funds held therein.

26
27
28 **RESPONSE TO REQUEST NO. 88:**

1 Responding Party objects to this Document Request on grounds that it lacks foundation;
2 it is burdensome and oppressive because it is not reasonably proportional to the Injunction
3 Issues; it is compound as to issues and facts; it seeks information protected by the attorney-client
4 privilege and work product doctrine; and it purports to require Responding Party to disclose
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or
6 information that is protected by rights of privacy .

7 In Addition, this Document Request is overly broad because it seeks the production of
8 documents beyond the scope of issues directly related to the pending motion for a preliminary
9 injunction. Responding Party, subject to and without waiving said objections, will produce all
10 documents relating to the Injunction Issues that are responsive to this Document Request.

11
12 **REQUEST NO. 89:**

13 Produce any and all communication between you and Sean Flynn.

14 **RESPONSE TO REQUEST NO. 89:**

15 Responding Party objects to this Document Request on grounds that it lacks foundation;
16 it is burdensome and oppressive because it is not reasonably proportional to the Injunction
17 Issues; it is vague and ambiguous; and it seeks information protected by the attorney-client
18 privilege and work product doctrine; and it purports to require Responding Party to disclose
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or
20 information that is protected by rights of privacy .

21 In Addition, this Document Request is overly broad because it seeks the production of
22 documents beyond the scope of issues directly related to the pending motion for a preliminary
23 injunction. Responding Party, subject to and without waiving said objections, will produce all
24 documents relating to the Injunction Issues that are responsive to this Document Request

25
26 **REQUEST NO. 90:**

27 Please provide any and all documents which relate to and/or account for any and all funds
28 you have received from Front Sight directly or which you know to originate from Front Sight,

1 In Addition, this Document Request is overly broad because it seeks the production of
2 documents beyond the scope of issues directly related to the pending motion for a preliminary
3 injunction. Responding Party, subject to and without waiving said objections, will produce all
4 documents relating to the Injunction Issues that are responsive to this Document Request.

5 DATED: July 24, 2019

FARMER CASE & FEDOR

6
7
8 /s/ Kathryn Holbert
ANTHONY T. CASE, ESQ.
Nevada Bar No. 6589
9 tcase@farmercase.com
KATHRYN HOLBERT, ESQ.
10 Nevada Bar No. 10084
kholbert@farmercase.com
11 FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
12 Las Vegas, NV 89123
Telephone: (702) 579-3900
13 Facsimile: (702) 739-3001

14 C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
15 Keith.greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
16 17150 Via Del Campo, Suite #100
San Diego, California 92128
17 Telephone: (858) 613-6677
18 Facsimile: (858) 613-6680

19 Attorneys for Defendants
LAS VEGAS DEVELOPMENT FUND LLC.
20 EB5 IMPACT CAPITAL REGIONAL CENTER,
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT
21 W. DZIUBLA, JON FLEMING and LINDA
STANWOOD

EXHIBIT D

EXHIBIT D

1 RRFP
2 ANTHONY T. CASE, ESQ.
3 Nevada Bar No. 6589
4 tcase@farmercase.com
5 KATHRYN HOLBERT, ESQ.
6 Nevada Bar No. 10084
7 kholbert@farmercase.com
8 **FARMER CASE & FEDOR**
9 2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
11 Telephone: (702) 579-3900
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.
14 keith.greer@greerlaw.biz
15 Cal. Bar No. 135537 [*Pro Hac Vice*]
16 **GREER & ASSOCIATES, A.P.C.**
17 17150 Via Del Campo, Suite #100
18 San Diego, California 92128
19 Telephone: (858) 613-6677
20 Facsimile : (858) 613-6680

21 Attorneys for Defendants
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5
23 IMPACT CAPITAL REGIONAL CENTER LLC,
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a) CASE NO.: A-18-781084-B
29 Nevada Limited Liability Company,) DEPT NO.: 16
30)
31 Plaintiff,) **DEFENDANT, LINDA STANWOOD'S**
32) **RESPONSES TO PLAINTIFF'S REQUEST**
33 vs.) **FOR PRODUCTION OF DOCUMENTS**
34)
35 LAS VEGAS DEVELOPMENT FUND LLC,)
36 et al.,)
37)
38 Defendants.)
39)
40)
41)
42)
43)
44)
45)

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

47 **RESPONDING PARTY: Defendant, LINDA STANWOOD**

48 **SET NO: ONE**

49

GENERAL OBJECTIONS

Defendant, **LINDA STANWOOD**

("Responding party" or "Defendant"), makes the following general objections, whether or not separately set forth in response to each document demand, to each and every definition and document demand in the Request for Production of Documents (Set No. One) of Plaintiff ("Propounding party"):

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

6 The production of any documents or information by Responding Party is made without waiver, and with preservation, of any privilege or protection against disclosure afforded to documents containing confidential or proprietary information or trade secrets.

7 Responding Party objects to the requests to the extent that they would require Responding Party to produce documents or information covered by confidentiality agreements with others, or that would require Responding Party to violate the privacy interests of others.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1:

Produce copies any and all documents, writings and/or communications utilized or consulted in the answering of Plaintiff's First Set Interrogatories to Defendant Linda Stanwood.

RESPONSE TO REQUEST NO. 1:

Objection. This Document Request seeks information that does not exist as there has been no Interrogatories served on Responding Party.

REQUEST NO. 2:

Produce copies of any and all documents referred to in Defendant's answers to Plaintiff's First Set of Interrogatories to Defendant Linda Stanwood.

RESPONSE TO REQUEST NO. 2:

Objection. This Document Request seeks information that does not exist as there has been no Interrogatories served on Responding Party.

REQUEST NO. 3:

1 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
2 information that is protected by rights of privacy .

3 In Addition, this Document Request is overly broad because it seeks the production of
4 documents beyond the scope of issues directly related to the pending motion for a preliminary
5 injunction. Responding Party, subject to and without waiving said objections, will produce all
6 documents relating to the Injunction Issues that are responsive to this Document Request.

7
8 **REQUEST NO. 71:**

9 Please provide copies of any and all documents which show or in any way relate to each
10 and every payment and/or transfer of money or property made by Plaintiff to you, or to any entity
11 controlled by you, from 2012 to the present, including documents that show where or how that
12 money or property was used after you received it.

13 **RESPONSE TO REQUEST NO. 71**

14 Responding Party objects to this Document Request on grounds that it is burdensome and
15 oppressive because it seeks documents that are already in possession of Requesting Party or
16 readily available to Requesting Party; it is compound as to issues and facts; it is duplicative to
17 other Document Requests contained herein and herewith; it seeks information protected by the
18 attorney-client privilege and work product doctrine; and it purports to require Responding Party to
19 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
20 information that is protected by rights of privacy .

21 In Addition, this Document Request is overly broad because it seeks the production of
22 documents beyond the scope of issues directly related to the pending motion for a preliminary
23 injunction. Responding Party, subject to and without waiving said objections, will produce all
24 documents relating to the Injunction Issues that are responsive to this Document Request.

25
26 **REQUEST NO. 72:**

27 Please provide copies of any and all documents which show or in any way relate to each
28 and every payment and/or transfer of money or property made to you, or any entity controlled by

1 you, by any other Defendant in this matter from 2012 to the present. This includes, but is not
2 limited to, documentation related to any reimbursement, salary, or equity distribution to you from
3 any other Defendant in this matter, or entity controlled by any other Defendant or entity in this
4 matter.

5 **RESPONSE TO REQUEST NO. 72:**

6 Responding Party objects to this Document Request on grounds that it lacks foundation;
7 is vague and ambiguous as to “any entity;” it is compound as to issues and facts; it is duplicative
8 to other Document Requests contained herein and herewith; it is burdensome and oppressive
9 because it seeks documents that are already in possession of Requesting Party or readily available
10 to Requesting Party; it seeks information protected by the attorney-client privilege and work
11 product doctrine; and it purports to require Responding Party to disclose information that is a
12 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by
13 rights of privacy .

14 In Addition, this Document Request is overly broad because it seeks the production of
15 documents beyond the scope of issues directly related to the pending motion for a preliminary
16 injunction. Responding Party, subject to and without waiving said objections, will produce all
17 documents relating to the Injunction Issues that are responsive to this Document Request
18

19 **REQUEST NO. 73:**

20 Please provide copies of any and all documents which show or in any way relate to each
21 and every financial transaction and/or transfer of money or property made to you, or any entity
22 controlled by you, including any other Defendant, from any other person or entity, including any
23 other Defendant, from 2012 to the present.

24 **RESPONSE TO REQUEST NO. 73:**

25 Responding Party objects to this Document Request on grounds that it is not reasonably
26 proportional to the Injunction Issues; vague and ambiguous as to “any other person or entity;” it is
27 compound as to issues and facts; it is duplicative to other Document Requests contained herein
28 and herewith; it is burdensome and oppressive because it seeks documents that are already in

1 possession of Requesting Party or readily available to Requesting Party; it seeks information
2 protected by the attorney-client privilege and work product doctrine; and it purports to require
3 Responding Party to disclose information that is a trade secret, confidential, proprietary,
4 commercially sensitive, or information that is protected by rights of privacy .

5 In Addition, this Document Request is overly broad because it seeks the production of
6 documents beyond the scope of issues directly related to the pending motion for a preliminary
7 injunction. Responding Party, subject to and without waiving said objections, will produce all
8 documents relating to the Injunction Issues that are responsive to this Document Request.

9

10 **REQUEST NO. 74:**

11 Please provide copies of any and all documents which support, refute, or in any way relate
12 to each and every payment and/or transfer of money or property made to you, or any entity
13 controlled by you, by any foreign or immigrant investor from 2012 to the present.

14 **RESPONSE TO REQUEST NO. 74:**

15 Responding Party objects to this Document Request on grounds that it lacks foundation;
16 is vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and
17 facts; it is duplicative to other Document Requests contained herein and herewith; it is
18 burdensome and oppressive because it seeks documents that are already in possession of
19 Requesting Party or readily available to Requesting Party; it seeks information protected by the
20 attorney-client privilege and work product doctrine; and it purports to require Responding Party to
21 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
22 information that is protected by rights of privacy .

23 In Addition, this Document Request is overly broad because it seeks the production of
24 documents beyond the scope of issues directly related to the pending motion for a preliminary
25 injunction. Responding Party, subject to and without waiving said objections, will produce all
26 documents relating to the Injunction Issues that are responsive to this Document Request.

27

28

1 **REQUEST NO. 75:**

2 Please provide copies of any and all documents which in any way relate to each and every
3 financial transaction in which you have been involved from 2012 to the present, including all
4 underlying documentation to substantiate said transaction(s).

5 **RESPONSE TO REQUEST NO. 75:**

6 Responding Party objects to this Document Request on grounds that it is burdensome and
7 oppressive because it is not reasonably proportional to the Injunction Issues; vague and
8 ambiguous as to “each and every financial transaction;” it is compound as to issues and facts; it is
9 duplicative to other Document Requests contained herein and herewith; it seeks information
10 protected by the attorney-client privilege and work product doctrine; and it purports to require
11 Responding Party to disclose information that is a trade secret, confidential, proprietary,
12 commercially sensitive, or information that is protected by rights of privacy .

13 In Addition, this Document Request is overly broad because it seeks the production of
14 documents beyond the scope of issues directly related to the pending motion for a preliminary
15 injunction. Responding Party, subject to and without waiving said objections, will produce all
16 documents relating to the Injunction Issues that are responsive to this Document Request.

17

18 **REQUEST NO. 76:**

19 Please provide copies of any and all documents which identify the details of each and
20 every EB-5 investor and/or investment transaction related to the Front Sight project referenced in
21 the Second Amended Complaint, including but not limited to the identity of the person or entity
22 involved, the address of the person or entity investing, the contact person for the agent of the EB-
23 5 investor, the country of origin of the person or entity investing, the date of the transaction, the
24 amount of the investment, the source of the funds for the investment, the current immigration
25 status of the EB-5 investor, and the current status of the investment.

26 **RESPONSE TO REQUEST NO. 76:**

27 Responding Party objects to this Document Request on grounds that it is compound as to
28 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is

1 burdensome and oppressive because it seeks documents that are already in possession of
2 Requesting Party or readily available to Requesting Party; it seeks information protected by the
3 attorney-client privilege and work product doctrine; and it purports to require Responding Party to
4 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
5 information that is protected by rights of privacy .

6 In Addition, this Document Request is overly broad because it seeks the production of
7 documents beyond the scope of issues directly related to the pending motion for a preliminary
8 injunction. Responding Party, subject to and without waiving said objections, will produce all
9 documents relating to the Injunction Issues that are responsive to this Document Request
10

11 **REQUEST NO. 77:**

12 Please provide copies of any and all documents which support, refute, or in any way relate
13 to each and every representation you have made to any potential EB-5 investor of the Front Sight
14 project, or agent of any potential EB-5 investor, including representations prior to investment and
15 updates since investment.

16 **RESPONSE TO REQUEST NO. 77:**

17 Responding Party objects to this Document Request on grounds that it lacks foundation;
18 is vague and ambiguous as to “representation;” it is compound as to issues and facts; it is
19 duplicative to other Document Requests contained herein and herewith; it is burdensome and
20 oppressive because it seeks documents that are already in possession of Requesting Party or
21 readily available to Requesting Party; it seeks information protected by the attorney-client
22 privilege and work product doctrine; and it purports to require Responding Party to disclose
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information
24 that is protected by rights of privacy .

25 In Addition, this Document Request is overly broad because it seeks the production of
26 documents beyond the scope of issues directly related to the pending motion for a preliminary
27 injunction. Responding Party, subject to and without waiving said objections, will produce all
28 documents relating to the Injunction Issues that are responsive to this Document Request.

1 documents relating to the Injunction Issues that are responsive to this Document Request.

2

3 **REQUEST NO. 84:**

4 Please produce all personal tax records from January 1, 2013 to the present. Plaintiff
5 agrees that you may produce your response as “confidential” under the Stipulated Protective
6 Order.

7 **RESPONSE TO REQUEST NO. 84:**

8 Responding Party objects to this Document Request on grounds that it is burdensome and
9 oppressive because it is not reasonably proportional to the Injunction Issues; it is duplicative; it is
10 compound as to facts and issues; and it seeks information protected by the attorney-client
11 privilege and work product doctrine; and it purports to require Responding Party to disclose
12 information that is a trade secret, confidential, proprietary, commercially sensitive, or information
13 that is protected by rights of privacy .

14 In Addition, this Document Request is overly broad because it seeks the production of
15 documents beyond the scope of issues directly related to the pending motion for a preliminary
16 injunction. Responding Party, subject to and without waiving said objections, will produce all
17 documents relating to the Injunction Issues that are responsive to this Document Request.

18

19 **REQUEST NO. 85:**

20 Please produce any and all documents relating to bank accounts, whether, personal
21 accounts or those belonging to or related to any business entities with which you are, or have
22 been, involved or associated, into which any checks, cash, money orders, wire transfers, or any
23 other payments you have received from Plaintiff, any Defendant, or any of Plaintiff’s or
24 Defendants’ related entities were deposited. Plaintiff agrees that you may produce your response
25 as “confidential” under the Stipulated Protective Order.

26

27 **RESPONSE TO REQUEST NO. 85:**

28 Responding Party objects to this Document Request on grounds that it is burdensome and

1 oppressive because it is not reasonably proportional to the Injunction Issues; it is duplicative; it
2 is compound as to facts and issues; and it seeks information protected by the attorney-client
3 privilege and work product doctrine; and it purports to require Responding Party to disclose
4 information that is a trade secret, confidential, proprietary, commercially sensitive, or information
5 that is protected by rights of privacy .

6 In Addition, this Document Request is overly broad because it seeks the production of
7 documents beyond the scope of issues directly related to the pending motion for a preliminary
8 injunction. Responding Party, subject to and without waiving said objections, will produce all
9 documents relating to the Injunction Issues that are responsive to this Document Request.

10

11 **REQUEST NO. 86:**

12 Please produce any and all documents related to the formation of any business entity with
13 which you are, or have been, involved or associated, including, but not limited to, articles of
14 incorporation, LLC operating agreements, and documents governing the operation of the relevant
15 business entities.

16 **RESPONSE TO REQUEST NO. 86:**

17 Responding Party objects to this Document Request on grounds that it lacks foundation;
18 is vague and ambiguous; it is compound as to issues and facts; it is burdensome and oppressive
19 because it seeks documents that are already in possession of Requesting Party or readily available
20 to Requesting Party; it seeks information protected by the attorney-client privilege and work
21 product doctrine; and it purports to require Responding Party to disclose information that is a
22 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by
23 rights of privacy .

24 In Addition, this Document Request is overly broad because it seeks the production of
25 documents beyond the scope of issues directly related to the pending motion for a preliminary
26 injunction. Responding Party, subject to and without waiving said objections, will produce all
27 documents relating to the Injunction Issues that are responsive to this Document Request

28

1 **REQUEST NO. 87:**

2 Please produce any and all documents relating to bank accounts you have set up for any
3 business entities with which you are involved or associated jointly with any other Defendant.

4 **RESPONSE TO REQUEST NO. 87:**

5 Responding Party objects to this Document Request on grounds that it lacks foundation; it
6 seeks information protected by the attorney-client privilege and work product doctrine; and it
7 purports to require Responding Party to disclose information that is a trade secret, confidential,
8 proprietary, commercially sensitive, or information that is protected by rights of privacy .

9 In Addition, this Document Request is overly broad because it seeks the production of
10 documents beyond the scope of issues directly related to the pending motion for a preliminary
11 injunction. Responding Party, subject to and without waiving said objections, will produce all
12 documents relating to the Injunction Issues that are responsive to this Document Request

13
14 **REQUEST NO. 88:**

15 Please produce copies of all documents comprising or constituting monthly statements or
16 other periodic statements of account from all banks and other financial institutions in which you
17 have had any type of checking, savings, brokerage, mutual fund, money market, certificate of
18 deposit, or other type of interest or account for all periods from January 1, 2013 through the
19 present date, inclusive. This request includes any accounts into which (at any point during the
20 time period January 1, 2013 to the present date, inclusive) you have made any deposits or from
21 which you have had the right to withdraw, and any account over which you have, or have had,
22 whether acting alone or in concert with others, either signature authority or authority to direct the
23 disposition of assets or funds held therein.

24
25
26 **RESPONSE TO REQUEST NO. 88:**

27 Responding Party objects to this Document Request on grounds that it lacks foundation; it
28 is burdensome and oppressive because it is not reasonably proportional to the Injunction Issues;

1 it is compound as to issues and facts; it seeks information protected by the attorney-client
2 privilege and work product doctrine; and it purports to require Responding Party to disclose
3 information that is a trade secret, confidential, proprietary, commercially sensitive, or information
4 that is protected by rights of privacy .

5 In Addition, this Document Request is overly broad because it seeks the production of
6 documents beyond the scope of issues directly related to the pending motion for a preliminary
7 injunction. Responding Party, subject to and without waiving said objections, will produce all
8 documents relating to the Injunction Issues that are responsive to this Document Request.

9 **REQUEST NO. 89:**

10 Produce any and all communication between you and Sean Flynn.

11 **RESPONSE TO REQUEST NO. 89:**

12 Responding Party objects to this Document Request on grounds that it lacks foundation; it
13 is burdensome and oppressive because it is not reasonably proportional to the Injunction Issues;
14 it is vague and ambiguous; and it seeks information protected by the attorney-client privilege and
15 work product doctrine; and it purports to require Responding Party to disclose information that is
16 a trade secret, confidential, proprietary, commercially sensitive, or information that is protected by
17 rights of privacy .

18 In Addition, this Document Request is overly broad because it seeks the production of
19 documents beyond the scope of issues directly related to the pending motion for a preliminary
20 injunction. Responding Party, subject to and without waiving said objections, will produce all
21 documents relating to the Injunction Issues that are responsive to this Document Request.

22
23 **REQUEST NO. 90:**

24 Please provide any and all documents which relate to and/or account for any and all funds
25 you have received from Front Sight directly or which you know to originate from Front Sight,
26 including all money received by you from Plaintiff, how said funds were spent, identification of
27 who received any portion of the funds, and any and all documentation to support or justify
28 payments made or funds spent.

1 In Addition, this Document Request is overly broad because it seeks the production of
2 documents beyond the scope of issues directly related to the pending motion for a preliminary
3 injunction. Responding Party, subject to and without waiving said objections, will produce all
4 documents relating to the Injunction Issues that are responsive to this Document Request.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: July 24, 2019

FARMER CASE & FEDOR

/s/ Kathryn Holbert

ANTHONY T. CASE, ESQ.
Nevada Bar No. 6589
tcase@farmercase.com
KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
kholbert@farmercase.com
FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001

C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
Keith.greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
17150 Via Del Campo, Suite #100
San Diego, California 92128
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

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

EXHIBIT E

EXHIBIT E

1 **RRFP**
2 ANTHONY T. CASE, ESQ.
3 Nevada Bar No. 6589
4 tcase@farmercase.com
5 KATHRYN HOLBERT, ESQ.
6 Nevada Bar No. 10084
7 kholbert@farmercase.com
8 **FARMER CASE & FEDOR**
9 2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
11 Telephone: (702) 579-3900
12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.
14 Admitted *pro hac vice*
15 keith.greer@greerlaw.biz
16 **GREER AND ASSOCIATES, A PC**
17 17150 Via Del Campo, Suite 100
18 San Diego, CA 92127
19 Telephone: (858) 613-6677
20 Facsimile: (858) 613-6680

21 Attorneys for Defendants
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5
23 IMPACT CAPITAL REGIONAL CENTER LLC,
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a) CASE NO.: A-18-781084-B
Nevada Limited Liability Company,) DEPT NO.: 16
Plaintiff,)
vs.) DEFENDANT, EB5 IMPACT CAPITAL
) REGIONAL CENTER LLC'S RESPONSES TO
) PLAINTIFF'S FIRST SET OF REQUESTS
) FOR PRODUCTION OF DOCUMENTS
LAS VEGAS DEVELOPMENT FUND LLC,)
et al.,)
Defendants.)
)
)
)
)

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

30 **RESPONDING PARTY: Defendant, EB5 IMPACT CAPITAL REGIONAL CENTER**

31 **SET NO: ONE**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

GENERAL OBJECTIONS

Defendant, **EB5 IMPACT CAPITAL REGIONAL CENTER LLC**

("Responding party" or "Defendant"), makes the following general objections, whether or not separately set forth in response to each document demand, to each and every definition and document demand in the Request for Production of Documents (Set No. One) of Plaintiff ("Propounding party"):

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

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

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

1 will be identified on a privilege log.

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

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

8 6. The production of any documents or information by Responding Party is made
9 without waiver, and with preservation, of any privilege or protection against disclosure afforded
10 to documents containing confidential or proprietary information or trade secrets.

11 7. Responding Party objects to the requests to the extent that they would require
12 Responding Party to produce documents or information covered by confidentiality agreements
13 with others, or that would require Responding Party to violate the privacy interests of others.

14

15 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

16 **REQUEST NO. 1:**

17 Produce copies any and all documents, writings and/or communications utilized or consulted
18 in the answering of Plaintiff's First Set Interrogatories to Defendant EB5 Impact Capital Regional
19 Center.

20 **RESPONSE TO REQUEST NO. 1:**

21 Objection. This Document Request seeks information that does not exist as there has
22 been no Interrogatories served on Responding Party.

23 **REQUEST NO. 2:**

24 Produce copies of any and all documents referred to in Defendant's answers to Plaintiff's
25 First Set of Interrogatories to Defendant EB5 Impact Capital Regional Center.

26 **RESPONSE TO REQUEST NO. 2:**

27 Objection. This Document Request seeks information that does not exist as there has
28

1 injunction. Responding Party, subject to and without waiving said objections, will produce all
2 documents relating to the Injunction Issues that are responsive to this Document Request.

3
4 **REQUEST NO. 70:**

5 Please provide copies of any and all documents which support, refute, or in any way relate
6 to each and every Affirmative Defense you raised in Defendants' Answer to the Second Amended
7 Complaint.

8
9 **RESPONSE TO REQUEST NO. 70:**

10 Responding Party objects to this Document Request on grounds that it is compound as to
11 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is
12 burdensome and oppressive because it seeks documents that are already in possession of
13 Requesting Party or readily available to Requesting Party; it seeks information protected by the
14 attorney-client privilege and work product doctrine; and it purports to require Responding Party
15 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
16 information that is protected by rights of privacy .

17 In Addition, this Document Request is overly broad because it seeks the production of
18 documents beyond the scope of issues directly related to the pending motion for a preliminary
19 injunction. Responding Party, subject to and without waiving said objections, will produce all
20 documents relating to the Injunction Issues that are responsive to this Document Request.

21
22 **REQUEST NO. 71:**

23 Please provide copies of any and all documents which show or in any way relate to each and
24 every payment and/or transfer of money or property made by Plaintiff to you, from 2012 to the
25 present, including documents that show where or how that money or property was used after you
26 received it.

27 **RESPONSE TO REQUEST NO. 71:**

1 Responding Party objects to this Document Request on grounds that it is burdensome and
2 oppressive because it seeks documents that are already in possession of Requesting Party or
3 readily available to Requesting Party; it is compound as to issues and facts; it is duplicative to
4 other Document Requests contained herein and herewith; it seeks information protected by the
5 attorney-client privilege and work product doctrine; and it purports to require Responding Party
6 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
7 information that is protected by rights of privacy .

8 In Addition, this Document Request is overly broad because it seeks the production of
9 documents beyond the scope of issues directly related to the pending motion for a preliminary
10 injunction. Responding Party, subject to and without waiving said objections, will produce all
11 documents relating to the Injunction Issues that are responsive to this Document Request.

12
13 **REQUEST NO. 72:**

14 Please provide copies of any and all documents which show or in any way relate to each and
15 every payment and/or transfer of money or property made by you to any other Defendant in this
16 matter, or entity controlled by any other Defendant in this matter, from 2012 to the present. This
17 includes, but is not limited to, documentation related to any reimbursement, salary, or equity
18 distribution from you to any other Defendant in this matter, or entity controlled by any other
19 Defendant or entity in this matter.

20 **RESPONSE TO REQUEST NO. 72:**

21 Responding Party objects to this Document Request on grounds that it lacks foundation; is
22 vague and ambiguous as to “any entity;” it is compound as to issues and facts; it is duplicative to
23 other Document Requests contained herein and herewith; it is burdensome and oppressive because
24 it seeks documents that are already in possession of Requesting Party or readily available to
25 Requesting Party; it seeks information protected by the attorney-client privilege and work product
26 doctrine; and it purports to require Responding Party to disclose information that is a trade secret,
27 confidential, proprietary, commercially sensitive, or information that is protected by rights of
28

1 privacy.

2 In Addition, this Document Request is overly broad because it seeks the production of
3 documents beyond the scope of issues directly related to the pending motion for a preliminary
4 injunction. Responding Party, subject to and without waiving said objections, will produce all
5 documents relating to the Injunction Issues that are responsive to this Document Request.

6 **REQUEST NO. 73:**

7 Please provide copies of any and all documents which show or in any way relate to each and
8 every financial transaction and/or transfer of money or property made by you to any other person or
9 entity, including any other Defendant, or made to you from any other person or entity, including any
10 other Defendant, from 2012 to the present.

11

12 **RESPONSE TO REQUEST NO. 73:**

13 Responding Party objects to this Document Request on grounds that it is not reasonably
14 proportional to the Injunction Issues; vague and ambiguous as to “any other person or entity;” it
15 is compound as to issues and facts; it is duplicative to other Document Requests contained herein
16 and herewith; it is burdensome and oppressive because it seeks documents that are already in
17 possession of Requesting Party or readily available to Requesting Party; it seeks information
18 protected by the attorney-client privilege and work product doctrine; and it purports to require
19 Responding Party to disclose information that is a trade secret, confidential, proprietary,
20 commercially sensitive, or information that is protected by rights of privacy .

21 In Addition, this Document Request is overly broad because it seeks the production of
22 documents beyond the scope of issues directly related to the pending motion for a preliminary
23 injunction. Responding Party, subject to and without waiving said objections, will produce all
24 documents relating to the Injunction Issues that are responsive to this Document Request

25

26 **REQUEST NO. 74:**

27 Please provide copies of any and all documents which support, refute, or in any way relate
28 to each and every payment and/or transfer of money or property made to you by any foreign or

1 immigrant investor from 2012 to the present.

2 **RESPONSE TO REQUEST NO. 74:**

3 Responding Party objects to this Document Request on grounds that it lacks foundation;
4 is vague and ambiguous as to “foreign or immigrant investor;” it is compound as to issues and
5 facts; it is duplicative to other Document Requests contained herein and herewith; it is
6 burdensome and oppressive because it seeks documents that are already in possession of
7 Requesting Party or readily available to Requesting Party; it seeks information protected by the
8 attorney-client privilege and work product doctrine; and it purports to require Responding Party
9 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
10 information that is protected by rights of privacy .

11 In Addition, this Document Request is overly broad because it seeks the production of
12 documents beyond the scope of issues directly related to the pending motion for a preliminary
13 injunction. Responding Party, subject to and without waiving said objections, will produce all
14 documents relating to the Injunction Issues that are responsive to this Document Request.

15
16 **REQUEST NO. 75:**

17 Please provide copies of any and all documents which in any way relate to each and every
18 financial transaction in which you have been involved from 2012 to the present, including all
19 underlying documentation to substantiate said transaction(s).

20 **RESPONSE TO REQUEST NO. 75:**

21 Responding Party objects to this Document Request on grounds that it is not reasonably
22 proportional to the Injunction Issues; it is vague and ambiguous as to “involved;”it is duplicative
23 to other Document Requests contained herein and herewith; it is burdensome and oppressive
24 because it seeks documents that are already in possession of Requesting Party or readily available
25 to Requesting Party; it seeks information protected by the attorney-client privilege and work
26 product doctrine; and it purports to require Responding Party to disclose information that is a
27 trade secret, confidential, proprietary, commercially sensitive, or information that is protected by

1 rights of privacy.

2 In Addition, this Document Request is overly broad because it seeks the production of
3 documents beyond the scope of issues directly related to the pending motion for a preliminary
4 injunction. Responding Party, subject to and without waiving said objections, will produce all
5 documents relating to the Injunction Issues that are responsive to this Document Request.

6 **REQUEST NO. 76:**

7 Please provide copies of any and all documents which identify the details of each and every
8 EB-5 investor and/or investment transaction related to the Front Sight project, including, but not
9 limited, to the identity of the person or entity involved, the address of the person or entity investing,
10 the country of origin of the person or entity investing, the contact person for the agent of the EB-5
11 investor, the date of the transaction, the amount of the investment, the source of the funds for the
12 investment, the current immigration status of the EB-5 investor, and the current status of the
13 investment.

14 **RESPONSE TO REQUEST NO. 76:**

15 Responding Party objects to this Document Request on grounds that it is compound as to
16 issues and facts; it is duplicative to other Document Requests contained herein and herewith; it is
17 burdensome and oppressive because it seeks documents that are already in possession of
18 Requesting Party or readily available to Requesting Party; it seeks information protected by the
19 attorney-client privilege and work product doctrine; and it purports to require Responding Party
20 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
21 information that is protected by rights of privacy .

22 In Addition, this Document Request is overly broad because it seeks the production of
23 documents beyond the scope of issues directly related to the pending motion for a preliminary
24 injunction. Responding Party, subject to and without waiving said objections, will produce all
25 documents relating to the Injunction Issues that are responsive to this Document Request

26 **REQUEST NO. 77:**

27 Please provide copies of any and all documents which support, refute, or in any way relate
28

1 including all money received by you from Plaintiff, how said funds were spent, identification of who
2 received any portion of the funds, and any and all documentation to support or justify payments made
3 or funds spent.

4 **RESPONSE TO REQUEST NO. 87:**

5 Responding Party objects to this Document Request on grounds that it is vague and
6 ambiguous; it is duplicative to other Document Requests contained herein and herewith; it is
7 burdensome and oppressive because it seeks documents that are already in possession of
8 Requesting Party or readily available to Requesting Party; it seeks information protected by the
9 attorney-client privilege and work product doctrine; and it purports to require Responding Party
10 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
11 information that is protected by rights of privacy.

12 In Addition, this Document Request is overly broad because it seeks the production of
13 documents beyond the scope of issues directly related to the pending motion for a preliminary
14 injunction. Responding Party, subject to and without waiving said objections, will produce all
15 documents relating to the Injunction Issues that are responsive to this Document Request.

16
17 DATED: July 24, 2019

FARMER CASE & FEDOR

18
19 /s/ Kathryn Holbert
20 _____
21 ANTHONY T. CASE, ESQ.
22 Nevada Bar No. 6589
23 tcase@farmercase.com
24 KATHRYN HOLBERT, ESQ.
25 Nevada Bar No. 10084
26 kholbert@farmercase.com
27 FARMER CASE & FEDOR
28 2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001

C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
Keith.greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
17150 Via Del Campo, Suite #100

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

San Diego, California 92128
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

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

EXHIBIT F

EXHIBIT F

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RRFP
ANTHONY T. CASE, ESQ.
Nevada Bar No. 6589
tcase@farmercase.com
KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
kholbert@farmercase.com
FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001

C. Keith Greer, ESQ.
Admitted *pro hac vice*
keith.greer@greerlaw.biz
GREER AND ASSOCIATES, A PC
16855 West Bernardo Dr., STE 255
San Diego, CA 92127
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

Attorneys for Defendants
LAS VEGAS DEVELOPMENT FUND LLC, EB5
IMPACT CAPITAL REGIONAL CENTER LLC,
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
JON FLEMING and LINDA STANWOOD

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,	)	CASE NO.: A-18-781084-B
	)	DEPT NO.: 16
Plaintiff,	)	DEFENDANT, LVD FUND'S RESPONSES
vs.	)	TO PLAINTIFF'S SECOND SET OF
	)	REQUESTS FOR PRODUCTION OF
	)	DOCUMENTS
LAS VEGAS DEVELOPMENT FUND LLC,)	
et al.,)	
Defendants.)	
)	
)	
)	

PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,
RESPONDING PARTY: Defendant, LVD FUND
SET NO: TWO

1 **GENERAL OBJECTIONS**

2 Defendant, **LVD FUND** ("Responding party" or "Defendant"), makes the following general
3 objections, whether or not separately set forth in response to each document demand, to each and
4 every definition and document demand in the Request for Production of Documents (Set No. Two)
5 of Plaintiff ("Propounding party"):

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

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

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

27 4. Unless otherwise indicated, Responding Party will produce information regarding the
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2 5 Responding Party reserves the right to condition the production of documents
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a
4 confidentiality or protective order governing the disclosure of any such information.

5 6. The production of any documents or information by Responding Party is made
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
7 documents containing confidential or proprietary information or trade secrets.

8 7. Responding Party objects to the requests to the extent that they would require
9 Responding Party to produce documents or information covered by confidentiality agreements with
10 others, or that would require Responding Party to violate the privacy interests of others.

11 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12 **REQUEST NO. 112:**

13 Please produce and permit Plaintiff to inspect and to copy complete copies of your
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),
16 attached hereto as Exhibit 1.

17 **RESPONSE TO REQUEST NO. 112:**

18 Responding Party objects to this Document Request on grounds that it seeks information
19 protected by the attorney-client privilege and work product doctrine; and it purports to require
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this
22 Document Request is improper because it is overly broad since it seeks information that is not likely
23 to lead to relevant evidence.

24 Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and
25 other financial information are protected. The party seeking discovery must show a compelling
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**
27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada

1 Supreme Court has recognized limitations on the discovery of information contained in tax
2 returns to avoid an invasion into the litigant's private affairs "); *Schlatter v. Eighth Jud Dist.*
3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be
4 required in the absence of a showing that the information is otherwise unobtainable" and "carte
5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*
6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize
7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had
8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost
9 importance because the improper disclosure of financial material "is irretrievable once
10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,
11 Responding Party will not produce any tax records.

12
13 DATED: August 14, 2019

FARMER CASE & FEDOR

14
15 /s/

16 ANTHONY T. CASE, ESQ.
Nevada Bar No. 6589
tcase@farmercase.com
17 KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
kholbert@farmercase.com
18 FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
19 Las Vegas, NV 89123
Telephone: (702) 579-3900
20 Facsimile: (702) 739-3001

21 C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
22 Keith.Greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
23 16855 West Bernardo Dr., STE 255
San Diego, California 92127
24 Telephone: (858) 613-6677
25 Facsimile: (858) 613-6680

26 Attorneys for Defendants
LAS VEGAS DEVELOPMENT FUND LLC,
27 EB5 IMPACT CAPITAL REGIONAL CENTER,
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT
28 W. DZIUBLA, JON FLEMING and LINDA
STANWOOD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

DEFENDANT, LVD FUND’S RESPONSES TO PLAINTIFF’S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.	Attorneys for Plaintiff
Catherine Hernandez, Esq.	FRONT SIGHT MANAGEMENT, LLC
ALDRICH LAW FIRM, LTD.	
1601 S. Rainbow Blvd., Suite 160	
Las Vegas, Nevada 89146	

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court’s electronic service list.

Dated: August 14, 2019

/s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

EXHIBIT G

EXHIBIT G

1 **RRFP**
2 ANTHONY T. CASE, ESQ.
3 Nevada Bar No. 6589
4 tcase@farmercase.com
5 KATHRYN HOLBERT, ESQ.
6 Nevada Bar No. 10084
7 kholbert@farmercase.com
8 **FARMER CASE & FEDOR**
9 2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
11 Telephone: (702) 579-3900
12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.
14 Admitted *pro hac vice*
15 keith.greer@greerlaw.biz
16 **GREER AND ASSOCIATES, A PC**
17 16855 West Bernardo Dr., STE 255
18 San Diego, CA 92127
19 Telephone: (858) 613-6677
20 Facsimile: (858) 613-6680

21 Attorneys for Defendants
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5
23 IMPACT CAPITAL REGIONAL CENTER LLC,
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a) CASE NO.: A-18-781084-B
Nevada Limited Liability Company,) DEPT NO.: 16
Plaintiff,)
vs.) **DEFENDANT, ROBERT W. DZIUBLA'S**
) **RESPONSES TO PLAINTIFF'S SECOND**
) **SET OF REQUESTS FOR PRODUCTION**
) **OF DOCUMENTS**
LAS VEGAS DEVELOPMENT FUND LLC,)
et al.,)
Defendants.)
)
)
)
)

29 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**
30 **RESPONDING PARTY: Defendant, ROBERT W. DZIUBLA**
31 **SET NO: TWO**

GENERAL OBJECTIONS

1
2 Defendant, **ROBERT W. DZIUBLA** ("Responding party" or "Defendant"), makes the
3 following general objections, whether or not separately set forth in response to each document
4 demand, to each and every definition and document demand in the Request for Production of
5 Documents (Set No. Two) of Plaintiff ("Propounding party"):

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

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

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

27 4. Unless otherwise indicated, Responding Party will produce information regarding the
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2 5 Responding Party reserves the right to condition the production of documents
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a
4 confidentiality or protective order governing the disclosure of any such information.

5 6. The production of any documents or information by Responding Party is made
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
7 documents containing confidential or proprietary information or trade secrets.

8 7. Responding Party objects to the requests to the extent that they would require
9 Responding Party to produce documents or information covered by confidentiality agreements with
10 others, or that would require Responding Party to violate the privacy interests of others.

11 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12 **REQUEST NO. 94:**

13 Please provide any and all documents pertaining to the San Diego Hyatt Project that you
14 referenced in your June 29, 2014, email to Mike Meacher (provided at Exhibit 7 to Declaration
15 of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining Order and Preliminary
16 Injunction; (2) Motion for Protective Order; and (3) Petition for Appointment of Receiver and for
17 an Accounting filed in this action on October 4, 2018).

18 **RESPONSE TO REQUEST NO. 94:**

19 RESPONDING PARTY objects to this Document Request on grounds that it is vague and
20 ambiguous as to "San Diego Hyatt Project"; it lacks foundation; it is compound as to issues and
21 facts; it seeks information protected by the attorney-client privilege and work product doctrine; and
22 it purports to require RESPONDING PARTY to disclose information that is a trade secret,
23 confidential, proprietary, commercially sensitive, or information that is protected by rights of privacy

24 In Addition, this Document Request is overly broad because it seeks the production of
25 documents that are not likely to lead to admissible evidence.

26 To the extent that this request seeks financial and/or tax information, the Nevada Supreme
27 Court highly values a litigant's privacy. Tax records and other financial information are protected.
28 The party seeking discovery must show a compelling need for tax returns and other financial

1 information; otherwise, that **discovery is not allowed**. See, e.g., *Klein v. Freedom Strategic*
2 *Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.) ("Although Nevada law does not recognize
3 a privilege with respect to tax returns, the Nevada Supreme Court has recognized limitations on the
4 discovery of information contained in tax returns to avoid an invasion into the litigant's private
5 affairs "); *Schlatter v. Eighth Jud Dist. Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of
6 matter contained in tax records may not be required in the absence of a showing that the information
7 is otherwise unobtainable" and "carte blanche discovery of financial information is an excessive
8 invasion of privacy interest"). *Hetter v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994).
9 ("While [Nevada] does not recognize a privilege for tax returns ... public policy suggests that tax
10 returns or financial status not be had for the mere asking.") Controlling the disclosure of private
11 financial information is of the utmost importance because the improper disclosure of financial
12 material "is irretrievable once made."(Id.). Here, Plaintiff Front Sight has made no such showing,
13 nor can it. Accordingly, Responding Party will not produce any tax records._

14 **REQUEST NO. 95:**

15 Please provide any and all documents pertaining to the federal tax lien(s) entered against
16 you and/or filed in San Diego, CA.

17 **RESPONSE TO REQUEST NO. 95:**

18 RESPONDING PARTY objects to this Document Request on grounds that it is vague and
19 ambiguous as to "filed;" it lacks foundation; it is compound as to issues and facts; it is burdensome
20 and oppressive because it seeks documents that are already in possession of Requesting Party or that
21 are readily available to Requesting Party; it seeks information protected by the attorney-client
22 privilege and work product doctrine; and it purports to require RESPONDING PARTY to disclose
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information
24 that is protected by rights of privacy.

25 In Addition, this Document Request is overly broad because it seeks the production of
26 documents that are not likely to lead to admissible evidence.

27 To the extent that this request seeks financial and/or tax information, the Nevada
28 Supreme Court highly values a litigant's privacy. Tax records and other financial information are

1 protected. The party seeking discovery must show a compelling need for tax returns and other
2 financial information; otherwise, that **discovery is not allowed**. See, e.g., *Klein v. Freedom*
3 *Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.) ("Although Nevada law does
4 not recognize a privilege with respect to tax returns, the Nevada Supreme Court has recognized
5 limitations on the discovery of information contained in tax returns to avoid an invasion into the
6 litigant's private affairs "); *Schlatter v. Eighth Jud Dist. Ct.*, 99 Nev. 189, 561 P.2d 1342
7 (1977) (disclosure of matter contained in tax records may not be required in the absence of a
8 showing that the information is otherwise unobtainable" and "carte blanche discovery of financial
9 information is an excessive invasion of privacy interest"). *Hetter v. Dist. Ct.*, 110 Nev. 513,
10 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize a privilege for tax returns ...
11 public policy suggests that tax returns or financial status not be had for the mere asking.")
12 Controlling the disclosure of private financial information is of the utmost importance because
13 the improper disclosure of financial material "is irretrievable once made."(*Id.*). Here, Plaintiff
14 Front Sight has made no such showing, nor can it. Accordingly, Responding Party will not
15 produce any tax records.

16 **REQUEST NO. 96:**

17 Please provide any and all documents pertaining to the federal tax lien(s) entered against
18 you and/or filed in Washoe, NV.

19 **RESPONSE TO REQUEST NO. 96:**

20 RESPONDING PARTY objects to this Document Request on grounds that it is vague and
21 ambiguous as to "filed;" it lacks foundation; it is compound as to issues and facts; it is burdensome
22 and oppressive because it seeks documents that are already in possession of Requesting Party or that
23 are readily available to Requesting Party; it seeks information protected by the attorney-client
24 privilege and work product doctrine; and it purports to require RESPONDING PARTY to disclose
25 information that is a trade secret, confidential, proprietary, commercially sensitive, or information
26 that is protected by rights of privacy .

27 In Addition, this Document Request is overly broad because it seeks the production of
28 documents that are not likely to lead to admissible evidence.

1 To the extent that this request seeks financial and/or tax information, the Nevada
2 Supreme Court highly values a litigant's privacy. Tax records and other financial information are
3 protected. The party seeking discovery must show a compelling need for tax returns and other
4 financial information; otherwise, that **discovery is not allowed**. See, e.g., *Klein v. Freedom*
5 *Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.) ("Although Nevada law does
6 not recognize a privilege with respect to tax returns, the Nevada Supreme Court has recognized
7 limitations on the discovery of information contained in tax returns to avoid an invasion into the
8 litigant's private affairs "); *Schlatter v. Eighth Jud Dist. Ct.*, 99 Nev. 189, 561 P.2d 1342
9 (1977) (disclosure of matter contained in tax records may not be required in the absence of a
10 showing that the information is otherwise unobtainable" and "carte blanche discovery of financial
11 information is an excessive invasion of privacy interest"). *Hetter v. Dist. Ct.*, 110 Nev. 513,
12 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize a privilege for tax returns ...
13 public policy suggests that tax returns or financial status not be had for the mere asking.")
14 Controlling the disclosure of private financial information is of the utmost importance because
15 the improper disclosure of financial material "is irretrievable once made."(Id.). Here, Plaintiff
16 Front Sight has made no such showing, nor can it. Accordingly, Responding Party will not
17 produce any tax records.

18 **REQUEST NO. 97:**

19 Please provide any and all pleadings and other papers filed in the Van Nuys Municipal
20 Court Case No. 97V13850, including, but not limited to, a copy of the judgment entered against
21 you

22 **RESPONSE TO REQUEST NO. 97:**

23 RESPONDING PARTY objects to this Document Request on grounds that it lacks
24 foundation; it is compound as to issues and facts; it is burdensome and oppressive because it seeks
25 documents that are already in possession of Requesting Party or that are readily available to
26 Requesting Party; it seeks information protected by the attorney-client privilege and work product
27 doctrine; and it purports to require RESPONDING PARTY to disclose information that is a trade
28 secret, confidential, proprietary, commercially sensitive, or information that is protected by rights

1 of privacy .

2 In Addition, this Document Request is overly broad because it seeks the production of
3 documents that are not likely to lead to admissible evidence.

4 **REQUEST NO. 98:**

5 Please provide any and all documents in your possession and control that relate to any
6 “Enemy Update” referenced in Request Nos. 24-27 of Las Vegas Development Fund, LLC’s
7 Requests for Production of Documents to Front Sight Management LLC

8 **RESPONSE TO REQUEST NO. 98:**

9 RESPONDING PARTY objects to this Document Request on grounds that it is compound
10 as to issues and facts; it is duplicative to other Document Requests contained herein and herewith;
11 it is burdensome and oppressive because it seeks documents that are already in possession of
12 Requesting Party or that are readily available to Requesting Party; it seeks information protected by
13 the attorney-client privilege and work product doctrine; and it purports to require RESPONDING
14 PARTY to disclose information that is a trade secret, confidential, proprietary, commercially
15 sensitive, or information that is protected by rights of privacy .

16 DATED: August 14, 2019

FARMER CASE & FEDOR

17 /s/ Kathryn Holbert

18 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

19 tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

20 kholbert@farmercase.com

FARMER CASE & FEDOR

21 2190 E. Pebble Rd., Suite #205

22 Las Vegas, NV 89123

Telephone: (702) 579-3900

23 Facsimile: (702) 739-3001

24 C. KEITH GREER, ESQ.

Cal. Bar. No. 135537 (Pro Hac Vice)

25 Keith.Greer@greerlaw.biz

GREER & ASSOCIATES, A.P.C.

26 16855 West Bernardo Dr., STE 255

San Diego, California 92127

27 Telephone: (858) 613-6677

28 Facsimile: (858) 613-6680

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

DEFENDANT, ROBERT DZIUBLA RESPONSES TO PLAINTIFF’S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.	Attorneys for Plaintiff
Catherine Hernandez, Esq.	FRONT SIGHT MANAGEMENT, LLC
ALDRICH LAW FIRM, LTD.	
1601 S. Rainbow Blvd., Suite 160	
Las Vegas, Nevada 89146	

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court’s electronic service list.

Dated: August 14, 2019

/s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

EXHIBIT H

EXHIBIT H

1 **RRFP**
 ANTHONY T. CASE, ESQ.
 2 Nevada Bar No. 6589
 tcase@farmercase.com
 3 KATHRYN HOLBERT, ESQ.
 Nevada Bar No. 10084
 4 kholbert@farmercase.com
FARMER CASE & FEDOR
 5 2190 E. Pebble Rd., Suite #205
 Las Vegas, NV 89123
 6 Telephone: (702) 579-3900
 Facsimile: (702) 739-3001

7
 8 C. Keith Greer, ESQ.
 Admitted *pro hac vice*
 keith.greer@greerlaw.biz
 9 **GREER AND ASSOCIATES, A PC**
 16855 West Bernardo Dr., STE 255
 10 San Diego, CA 92127
 Telephone: (858) 613-6677
 11 Facsimile: (858) 613-6680

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

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17	FRONT SIGHT MANAGEMENT LLC, a	)	CASE NO.: A-18-781084-B
18	Nevada Limited Liability Company,	)	DEPT NO.: 16
)	
	Plaintiff,	)	DEFENDANT, JON FLEMING 'S
19		)	RESPONSES TO PLAINTIFF'S SECOND SET
20	vs.	)	OF REQUESTS FOR PRODUCTION OF
		)	DOCUMENTS
21	LAS VEGAS DEVELOPMENT FUND LLC,)	
	et al.,)	
22)	
	Defendants.)	
23)	
24)	

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

26 **RESPONDING PARTY: Defendant, JON FLEMING**

27 **SET NO: TWO**

GENERAL OBJECTIONS

1
2 Defendant, **JON FLEMING** ("Responding party" or "Defendant"), makes the following
3 general objections, whether or not separately set forth in response to each document demand, to each
4 and every definition and document demand in the Request for Production of Documents (Set No.
5 Two) of Plaintiff ("Propounding party"):

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

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

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

27 4. Unless otherwise indicated, Responding Party will produce information regarding the
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2 5 Responding Party reserves the right to condition the production of documents
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a
4 confidentiality or protective order governing the disclosure of any such information.

5 6. The production of any documents or information by Responding Party is made
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
7 documents containing confidential or proprietary information or trade secrets.

8 7. Responding Party objects to the requests to the extent that they would require
9 Responding Party to produce documents or information covered by confidentiality agreements with
10 others, or that would require Responding Party to violate the privacy interests of others.

11 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12 **REQUEST NO. 92:**

13 Please produce and permit Plaintiff to inspect and to copy complete copies of your
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),
16 attached hereto as Exhibit 1.

17 **RESPONSE TO REQUEST NO. 92:**

18 Responding Party objects to this Document Request on grounds that it seeks information
19 protected by the attorney-client privilege and work product doctrine; and it purports to require
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this
22 Document Request is improper because it is overly broad since it seeks information that is not likely
23 to lead to relevant evidence.

24 Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and
25 other financial information are protected. The party seeking discovery must show a compelling
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**
27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada

1 Supreme Court has recognized limitations on the discovery of information contained in tax
2 returns to avoid an invasion into the litigant's private affairs "); *Schlatter v. Eighth Jud Dist.*
3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be
4 required in the absence of a showing that the information is otherwise unobtainable" and "carte
5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*
6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize
7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had
8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost
9 importance because the improper disclosure of financial material "is irretrievable once
10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,
11 Responding Party will not produce any tax records.

12
13 DATED: August 14, 2019

FARMER CASE & FEDOR

14
15 /s/

16 ANTHONY T. CASE, ESQ.
Nevada Bar No. 6589
tcase@farmercase.com
17 KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
kholbert@farmercase.com
18 FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
19 Las Vegas, NV 89123
Telephone: (702) 579-3900
20 Facsimile: (702) 739-3001

21 C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
22 Keith.Greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
23 16855 West Bernardo Dr., STE 255
San Diego, California 92127
24 Telephone: (858) 613-6677
25 Facsimile: (858) 613-6680

26 Attorneys for Defendants
LAS VEGAS DEVELOPMENT FUND LLC,
27 EB5 IMPACT CAPITAL REGIONAL CENTER,
LLC, EB6 IMPACT ADVISORS, LLC, ROBERT
28 W. DZIUBLA, JON FLEMING and LINDA
STANWOOD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

DEFENDANT, JON FLEMING RESPONSES TO PLAINTIFF’S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.	Attorneys for Plaintiff
Catherine Hernandez, Esq.	FRONT SIGHT MANAGEMENT, LLC
ALDRICH LAW FIRM, LTD.	
1601 S. Rainbow Blvd., Suite 160	
Las Vegas, Nevada 89146	

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court’s electronic service list.

Dated: August 14, 2019

/s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

EXHIBIT I

EXHIBIT I

1 **RRFP**
ANTHONY T. CASE, ESQ.
2 Nevada Bar No. 6589
tcase@farmercase.com
3 KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
4 kholbert@farmercase.com
FARMER CASE & FEDOR
5 2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
6 Telephone: (702) 579-3900
Facsimile: (702) 739-3001

7
8 C. Keith Greer, ESQ.
Admitted *pro hac vice*
keith.greer@greerlaw.biz
9 **GREER AND ASSOCIATES, A PC**
16855 West Bernardo Dr., STE 255
10 San Diego, CA 92127
Telephone: (858) 613-6677
11 Facsimile: (858) 613-6680

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

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FRONT SIGHT MANAGEMENT LLC, a) CASE NO.: A-18-781084-B
Nevada Limited Liability Company,) DEPT NO.: 16
18)
Plaintiff,) **DEFENDANT, LINDA STANWOOD'S**
19) **RESPONSES TO PLAINTIFF'S SECOND**
vs.) **SET OF REQUESTS FOR PRODUCTION**
20) **OF DOCUMENTS**
LAS VEGAS DEVELOPMENT FUND LLC,)
21 et al.,)
22 Defendants.)
23)
24)

25 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**
26 **RESPONDING PARTY: Defendant, LINDA STANWOOD**
27 **SET NO: TWO**

GENERAL OBJECTIONS

1
2 Defendant, **LINDA STANWOOD** ("Responding party" or "Defendant"), makes the
3 following general objections, whether or not separately set forth in response to each document
4 demand, to each and every definition and document demand in the Request for Production of
5 Documents (Set No. Two) of Plaintiff ("Propounding party"):

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

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

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

27 4. Unless otherwise indicated, Responding Party will produce information regarding the
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2 5 Responding Party reserves the right to condition the production of documents
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a
4 confidentiality or protective order governing the disclosure of any such information.

5 6. The production of any documents or information by Responding Party is made
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
7 documents containing confidential or proprietary information or trade secrets.

8 7. Responding Party objects to the requests to the extent that they would require
9 Responding Party to produce documents or information covered by confidentiality agreements with
10 others, or that would require Responding Party to violate the privacy interests of others.

11 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12 **REQUEST NO. 92:**

13 Please produce and permit Plaintiff to inspect and to copy complete copies of your
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),
16 attached hereto as Exhibit 1.

17 **RESPONSE TO REQUEST NO. 92:**

18 Responding Party objects to this Document Request on grounds that it seeks information
19 protected by the attorney-client privilege and work product doctrine; and it purports to require
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this
22 Document Request is improper because it is overly broad since it seeks information that is not likely
23 to lead to relevant evidence.

24 Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and
25 other financial information are protected. The party seeking discovery must show a compelling
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**

27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada

1 Supreme Court has recognized limitations on the discovery of information contained in tax
 2 returns to avoid an invasion into the litigant's private affairs "); *Schlatter v. Eighth Jud Dist.*
 3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be
 4 required in the absence of a showing that the information is otherwise unobtainable" and "carte
 5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*
 6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize
 7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had
 8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost
 9 importance because the improper disclosure of financial material "is irretrievable once
 10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,
 11 Responding Party will not produce any tax records.

12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28

DATED: August 14, 2019

FARMER CASE & FEDOR

/s/

 ANTHONY T. CASE, ESQ.
 Nevada Bar No. 6589
 tcase@farmercase.com
 KATHRYN HOLBERT, ESQ.
 Nevada Bar No. 10084
 kholbert@farmercase.com
 FARMER CASE & FEDOR
 2190 E. Pebble Rd., Suite #205
 Las Vegas, NV 89123
 Telephone: (702) 579-3900
 Facsimile: (702) 739-3001

C. KEITH GREER, ESQ.
 Cal. Bar. No. 135537 (Pro Hac Vice)
 Keith.Greer@greerlaw.biz
 GREER & ASSOCIATES, A.P.C.
 16855 West Bernardo Dr., STE 255
 San Diego, California 92127
 Telephone: (858) 613-6677
 Facsimile: (858) 613-6680

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

EXHIBIT J

EXHIBIT J

1 **RRFP**
2 ANTHONY T. CASE, ESQ.
3 Nevada Bar No. 6589
4 tcase@farmercase.com
5 KATHRYN HOLBERT, ESQ.
6 Nevada Bar No. 10084
7 kholbert@farmercase.com
8 **FARMER CASE & FEDOR**
9 2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
11 Telephone: (702) 579-3900
12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.
14 Admitted *pro hac vice*
15 keith.greer@greerlaw.biz
16 **GREER AND ASSOCIATES, A PC**
17 16855 West Bernardo Dr., STE 255
18 San Diego, CA 92127
19 Telephone: (858) 613-6677
20 Facsimile: (858) 613-6680

21 Attorneys for Defendants
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5
23 IMPACT CAPITAL REGIONAL CENTER LLC,
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a) CASE NO.: A-18-781084-B
Nevada Limited Liability Company,) DEPT NO.: 16
Plaintiff,)
vs.) **DEFENDANT, EB5 IMPACT CAPITAL**
LAS VEGAS DEVELOPMENT FUND LLC,) **REGIONAL CENTER LLC 'S RESPONSES**
et al.,) **TO PLAINTIFF'S SECOND SET OF**
Defendants.) **REQUESTS FOR PRODUCTION OF**
DOCUMENTS

29 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**
30 **RESPONDING PARTY: Defendant, EB5 IMPACT CAPITAL REGIONAL**
31 **CENTER LLC**
32 **SET NO: TWO**

GENERAL OBJECTIONS

1
2 Defendant, EB5 IMPACT CAPITAL REGIONAL CENTER LLC ("Responding party" or
3 "Defendant"), makes the following general objections, whether or not separately set forth in response
4 to each document demand, to each and every definition and document demand in the Request for
5 Production of Documents (Set No. Two) of Plaintiff ("Propounding party"):

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

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

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

27 4. Unless otherwise indicated, Responding Party will produce information regarding the
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2 5 Responding Party reserves the right to condition the production of documents
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a
4 confidentiality or protective order governing the disclosure of any such information.

5 6. The production of any documents or information by Responding Party is made
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
7 documents containing confidential or proprietary information or trade secrets.

8 7. Responding Party objects to the requests to the extent that they would require
9 Responding Party to produce documents or information covered by confidentiality agreements with
10 others, or that would require Responding Party to violate the privacy interests of others.

11 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12 **REQUEST NO. 88:**

13 Please produce and permit Plaintiff to inspect and to copy complete copies of your
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),
16 attached hereto as Exhibit 1.

17 **RESPONSE TO REQUEST NO. 88:**

18 Responding Party objects to this Document Request on grounds that it seeks information
19 protected by the attorney-client privilege and work product doctrine; and it purports to require
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this
22 Document Request is improper because it is overly broad since it seeks information that is not likely
23 to lead to relevant evidence.

24 Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and
25 other financial information are protected. The party seeking discovery must show a compelling
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**
27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada

1 Supreme Court has recognized limitations on the discovery of information contained in tax
 2 returns to avoid an invasion into the litigant's private affairs "); *Schlatter v. Eighth Jud Dist.*
 3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be
 4 required in the absence of a showing that the information is otherwise unobtainable" and "carte
 5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*
 6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize
 7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had
 8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost
 9 importance because the improper disclosure of financial material "is irretrievable once
 10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,
 11 Responding Party will not produce any tax records.

12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28

DATED: August 14, 2019

FARMER CASE & FEDOR

/s/

 ANTHONY T. CASE, ESQ.
 Nevada Bar No. 6589
 tcase@farmercase.com
 KATHRYN HOLBERT, ESQ.
 Nevada Bar No. 10084
 kholbert@farmercase.com
 FARMER CASE & FEDOR
 2190 E. Pebble Rd., Suite #205
 Las Vegas, NV 89123
 Telephone: (702) 579-3900
 Facsimile: (702) 739-3001

C. KEITH GREER, ESQ.
 Cal. Bar. No. 135537 (Pro Hac Vice)
 Keith.Greer@greerlaw.biz
 GREER & ASSOCIATES, A.P.C.
 16855 West Bernardo Dr., STE 255
 San Diego, California 92127
 Telephone: (858) 613-6677
 Facsimile: (858) 613-6680

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

DEFENDANT, EB5 IMPACT CAPITAL REGIONAL CENTER LLC 'S RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.	Attorneys for Plaintiff
Catherine Hernandez, Esq.	FRONT SIGHT MANAGEMENT, LLC
ALDRICH LAW FIRM, LTD.	
1601 S. Rainbow Blvd., Suite 160	
Las Vegas, Nevada 89146	

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court's electronic service list.

Dated: August 14, 2019

/s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

EXHIBIT K

EXHIBIT K

1 **RRFP**
2 ANTHONY T. CASE, ESQ.
3 Nevada Bar No. 6589
4 tcase@farmercase.com
5 KATHRYN HOLBERT, ESQ.
6 Nevada Bar No. 10084
7 kholbert@farmercase.com
8 **FARMER CASE & FEDOR**
9 2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
11 Telephone: (702) 579-3900
12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.
14 Admitted *pro hac vice*
15 keith.greer@greerlaw.biz
16 **GREER AND ASSOCIATES, A PC**
17 16855 West Bernardo Dr., STE 255
18 San Diego, CA 92127
19 Telephone: (858) 613-6677
20 Facsimile: (858) 613-6680

21 Attorneys for Defendants
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5
23 IMPACT CAPITAL REGIONAL CENTER LLC,
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a) CASE NO.: A-18-781084-B
Nevada Limited Liability Company,) DEPT NO.: 16
Plaintiff,)
vs.) **DEFENDANT, EB5 IMPACT ADVISORS,**
) **LLC RESPONSES TO PLAINTIFF'S**
) **SECOND SET OF REQUESTS FOR**
) **PRODUCTION OF DOCUMENTS**
LAS VEGAS DEVELOPMENT FUND LLC,)
et al.,)
Defendants.)
)
)
)
)

29 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC,**
30 **RESPONDING PARTY: Defendant, EB5 IMPACT ADVISORS, LLC**
31 **SET NO: TWO**

1 **GENERAL OBJECTIONS**

2 Defendant, **EB5 IMPACT ADVISORS, LLC** ("Responding party" or "Defendant"), makes
3 the following general objections, whether or not separately set forth in response to each document
4 demand, to each and every definition and document demand in the Request for Production of
5 Documents (Set No. Two) of Plaintiff ("Propounding party"):

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

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

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

27 4. Unless otherwise indicated, Responding Party will produce information regarding the
28 issues of Plaintiff/Counter-Defendant Front Sight Management, LLC's pending Preliminary

1 Injunction Petition. (hereafter "Injunction Issues").

2 5 Responding Party reserves the right to condition the production of documents
3 containing confidential or proprietary information or trade secrets on the Court's issuance of a
4 confidentiality or protective order governing the disclosure of any such information.

5 6. The production of any documents or information by Responding Party is made
6 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
7 documents containing confidential or proprietary information or trade secrets.

8 7. Responding Party objects to the requests to the extent that they would require
9 Responding Party to produce documents or information covered by confidentiality agreements with
10 others, or that would require Responding Party to violate the privacy interests of others.

11 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

12 **REQUEST NO. 96:**

13 Please produce and permit Plaintiff to inspect and to copy complete copies of your
14 federal tax returns filed with the Internal Revenue Service for the years 2013, 2014, 2015,
15 2016,2017, and 2018, or in lieu thereof, execute a Request for Copy of Tax Return (IRS Form 4506),
16 attached hereto as Exhibit 1.

17 **RESPONSE TO REQUEST NO. 96:**

18 Responding Party objects to this Document Request on grounds that it seeks information
19 protected by the attorney-client privilege and work product doctrine; and it purports to require
20 Responding Party to disclose information that is a trade secret, confidential, proprietary,
21 commercially sensitive, or information that is protected by rights of privacy . In addition, this
22 Document Request is improper because it is overly broad since it seeks information that is not likely
23 to lead to relevant evidence.

24 Further, The Nevada Supreme Court highly values a litigant's privacy. Tax records and
25 other financial information are protected. The party seeking discovery must show a compelling
26 need for tax returns and other financial information; otherwise, that **discovery is not allowed.**
27 See, e.g., *Klein v. Freedom Strategic Partners, LLC*, 2009 U.S. Dist. LEXIS 52241 (D. Nev.)
28 ("Although Nevada law does not recognize a privilege with respect to tax returns, the Nevada

1 Supreme Court has recognized limitations on the discovery of information contained in tax
 2 returns to avoid an invasion into the litigant's private affairs "); *Schlatter v. Eighth Jud Dist.*
 3 *Ct.*, 99 Nev. 189, 561 P.2d 1342 (1977) (disclosure of matter contained in tax records may not be
 4 required in the absence of a showing that the information is otherwise unobtainable" and "carte
 5 blanche discovery of financial information is an excessive invasion of privacy interest"). *Hetter*
 6 *v. Dist. Ct.*, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994). ("While [Nevada] does not recognize
 7 a privilege for tax returns ... public policy suggests that tax returns or financial status not be had
 8 for the mere asking.") Controlling the disclosure of private financial information is of the utmost
 9 importance because the improper disclosure of financial material "is irretrievable once
 10 made."(Id.). Here, Plaintiff Front Sight has made no such showing, nor can it. Accordingly,
 11 Responding Party will not produce any tax records.

12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28

DATED: August 14, 2019

FARMER CASE & FEDOR

/s/

 ANTHONY T. CASE, ESQ.
 Nevada Bar No. 6589
 tcase@farmercase.com
 KATHRYN HOLBERT, ESQ.
 Nevada Bar No. 10084
 kholbert@farmercase.com
 FARMER CASE & FEDOR
 2190 E. Pebble Rd., Suite #205
 Las Vegas, NV 89123
 Telephone: (702) 579-3900
 Facsimile: (702) 739-3001

C. KEITH GREER, ESQ.
 Cal. Bar. No. 135537 (Pro Hac Vice)
 Keith.Greer@greerlaw.biz
 GREER & ASSOCIATES, A.P.C.
 16855 West Bernardo Dr., STE 255
 San Diego, California 92127
 Telephone: (858) 613-6677
 Facsimile: (858) 613-6680

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

EXHIBIT L

EXHIBIT L

1 **NOTICE**
2 ANTHONY T. CASE, ESQ.
3 Nevada Bar No. 6589
4 tcase@farmercase.com
5 KATHRYN HOLBERT, ESQ.
6 Nevada Bar No. 10084
7 kholbert@farmercase.com
8 **FARMER CASE & FEDOR**
9 2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
11 Telephone: (702) 579-3900
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.
14 keith.greer@greerlaw.biz
15 Cal. Bar No. 135537 [*Pro Hac Vice*]
16 **GREER & ASSOCIATES, A.P.C.**
17 17150 Via Del Campo, Suite #100
18 San Diego, California 92128
19 Telephone: (858) 613-6677
20 Facsimile : (858) 613-6680

21 Attorneys for Defendants
22 LAS VEGAS DEVELOPMENT FUND LLC, EB5
23 IMPACT CAPITAL REGIONAL CENTER LLC,
24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a) CASE NO.: A-18-781084-B
Nevada Limited Liability Company,) DEPT NO.: 16
Plaintiff,)
vs.) **NOTICE OF ACCOUNTING BY**
LAS VEGAS DEVELOPMENT FUND LLC,) **DEFENDANT EB5 IMPACT**
et al.,) **ADVISORS LLC**
Defendants.) Date: November 30, 2018

29 The below listed documents have been submitted to Plaintiff in response to this court's
30 November 20, 2018 Order on Plaintiff's Petition for Appointment of Receiver and for an
31 Accounting, to have Defendant entity, EB5 Impact Advisors LLC, provide an accounting of all

1 and that on this date, I caused true and correct copies of the following document(s):

2 **NOTICE OF PRODUCTION OF ACCOUNTING DOCUMENTS BY DEFENDANT, EB5**
3 **IMPACT ADVISORS LLC**

4 to be served on the following individuals/entities, in the following manner,

5 John P. Aldrich, Esq. Attorneys for Plaintiff
6 Catherine Hernandez, Esq. FRONT SIGHT MANAGEMENT, LLC
7 ALDRICH LAW FIRM, LTD.
8 1601 S. Rainbow Blvd., Suite 160
9 Las Vegas, Nevada 89146

10 Marni Rubin Watkins, Esq. Attorney for Defendant
11 FIDELITY NATIONAL LAW GROUP CHICAGO TITLE COMPANY
12 1701 Village Center Circle, Suite 110
13 Las Vegas, Nevada 89134

14 By:

15 ■ ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible
16 electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

17 ■ U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid
18 envelope, in the United States Mail, to those parties and/or above named individuals which were
19 not on the Court's electronic service list.

20 () FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The
21 sending facsimile machine properly issued a transmission report confirming that the transmission
22 was complete and without error.

23 Dated: November 30, 2018

24 /s/ Kathryn Holbert
25 An Employee of FARMER CASE &
26 FEDOR

27
28

EXHIBIT M

EXHIBIT M

RRFP

1 ANTHONY T. CASE, ESQ.
Nevada Bar No. 6589

2 tcase@farmercase.com

3 KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

4 kholbert@farmercase.com

FARMER CASE & FEDOR

2190 E. Pebble Rd., Suite #205

5 Las Vegas, NV 89123

6 Telephone: (702) 579-3900

Facsimile: (702) 739-3001

7 C. Keith Greer, ESQ.

8 Admitted *pro hac vice*

keith.greer@greerlaw.biz

GREER AND ASSOCIATES, A PC

17150 Via Del Campo, Suite 100

10 San Diego, CA 92127

11 Telephone: (858) 613-6677

Facsimile: (858) 613-6680

12 Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

13 IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

14 JON FLEMING and LINDA STANWOOD

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

18 Plaintiff,

19 vs.

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

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

) DEPT NO.: 16

) **DEFENDANT, DEFENDANT LAS VEGAS**

) **DEVELOPMENT FUND, LLC'S THIRD**

) **SUPPLEMENTAL RESPONSES TO**

) **PLAINTIFF'S THIRD**

) **SET OF REQUESTS FOR PRODUCTION**

) **OF DOCUMENTS**

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

5 Defendants.)

6 _____)
7 LAS VEGAS DEVELOPMENT FUND LLC,)

8 Counterclaimant,)

9 vs.)

10 FRONT SIGHT MANAGEMENT, LLC, a)
11 Nevada Limited Liability Company;)
12 IGNATIUS PIAZZA, as an individual and in)
13 his capacity as Trustee and/or beneficiary of)
14 VNV DYNASTY TRUST I and VNV)
15 DYNASTY TRUST II; JENNIFER PIAZZA, as)
16 an individual and in her capacity as Trustee)
17 and/or beneficiary of VNV DYNASTY TRUST)
18 I and VNV DYNASTY TRUST II; VNV)
19 DYNASTY TRUST I, an irrevocable Nevada)
20 trust; VNV DYNASTY TRUST II, an)
21 irrevocable Nevada trust; and ROES 1 through)
22 10, inclusive,)

23 Counterdefendants.)

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

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

26 **SET NO: THREE**

27 **GENERAL OBJECTIONS**

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

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

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

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

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

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

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

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

1 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
2 documents containing confidential or proprietary information or trade secrets.

3 7. Responding Party objects to the requests to the extent that they would require
4 Responding Party to produce documents or information covered by confidentiality agreements with
5 others, or that would require Responding Party to violate the privacy interests of others.

6 **SECOND SUPPLEMENTAL RESPONSES TO REQUESTS**

7 **FOR PRODUCTION OF DOCUMENTS**

8 These Second Supplemental Response incorporate the previously asserted responses, and
9 supplement them by identifying identification numbers for specific documents responsive to the
10 requests.
11

12 **REQUEST NO. 113:**

13 Please provide copies of all documents which support or relate to the truthfulness of the
14 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of
15 experience in the real estate and real estate financing market, and I personally have been involved in
16 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,
17 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015
18 Email from Robert Dziubla to Mike Meacher, p. 0004.

19 **RESPONSE TO REQUEST NO. 113:**

20 Responding party objects to this Document Request because; individually, and in aggregate
21 with the other requests made herein and previously propounded, this request fails to meet the
22 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
23 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
24 contained herein and previously propounded; it seeks documents that are already in requesting party’s
25 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
26 client privilege and/or attorney work product doctrine; it calls for the production of documents that
27 are not relevant to this issues presented; and it purports to require responding party to disclose
28

1 **SECOND SUPPLEMENTAL RESPONSE:**

2 See documents A-00001-020816.

3 **REQUEST NO. 133:**

4 Please provide copies of all documents which support, refute, or in any way relate to your
5 Counterclaims.

6 **RESPONSE TO REQUEST NO. 133:**

7 Responding party objects to this Document Request because; individually, and in aggregate
8 with the other requests made herein and previously propounded, this request fails to meet the
9 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
10 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
11 contained herein and previously propounded; it seeks documents that are already in requesting party's
12 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
13 client privilege and/or attorney work product doctrine; it calls for the production of documents that
14 are not relevant to this issues presented; and it purports to require responding party to disclose
15 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
16 is privileged or protected by rights of privacy regarding financial information and tax records of
17 responding party and/or third parties.

18 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted
19 objections, Responding Party will produce all non-privileged documents that are responsive to this
20 request.

21 **SECOND SUPPLEMENTAL RESPONSE:**

22 See documents A-00001-020816.

23 **REQUEST NO. 134:**

24 Please provide copies of all documents which show or relate to each and every payment and/or
25 transfer of money or property made by Plaintiff to you from 2012 to the present, including documents
26 that show where or how that money or property was used after you received it.
27

28

1 **RESPONSE TO REQUEST NO. 134:**

2 Responding party objects to this Document Request because; individually, and in aggregate
3 with the other requests made herein and previously propounded, this request fails to meet the
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
6 contained herein and previously propounded; it seeks documents that are already in requesting party's
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that
9 are not relevant to this issues presented; and it purports to require responding party to disclose
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
11 is privileged or protected by rights of privacy regarding financial information and tax records of
12 responding party and/or third parties.

13 **REQUEST NO. 135:**

14 Please provide copies of all documents which show or relate to each and every payment and/or
15 transfer of money or property made by you to any other Defendant in this matter, or entity controlled
16 by any other Defendant in this matter, from 2012 to the present. This includes, but is not limited to,
17 documentation related to any reimbursement, salary, or equity distribution from you to any other
18 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter.

19 **RESPONSE TO REQUEST NO. 135:**

20 Responding party objects to this Document Request because; individually, and in aggregate
21 with the other requests made herein and previously propounded, this request fails to meet the
22 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
23 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
24 contained herein and previously propounded; it seeks documents that are already in requesting party's
25 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
26 client privilege and/or attorney work product doctrine; it calls for the production of documents that
27 are not relevant to this issues presented; and it purports to require responding party to disclose
28

1 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
2 is privileged or protected by rights of privacy regarding financial information and tax records of
3 responding party and/or third parties.

4 **REQUEST NO. 136:**

5 Please provide copies of all documents which show or relate to each and every financial
6 transaction and/or transfer of money or property made by you to any other Defendant from 2012 to
7 the present.

8 **RESPONSE TO REQUEST NO. 136:**

9 Responding party objects to this Document Request because; individually, and in aggregate
10 with the other requests made herein and previously propounded, this request fails to meet the
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
13 contained herein and previously propounded; it seeks documents that are already in requesting party's
14 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
15 client privilege and/or attorney work product doctrine; it calls for the production of documents that
16 are not relevant to this issues presented; and it purports to require responding party to disclose
17 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
18 is privileged or protected by rights of privacy regarding financial information and tax records of
19 responding party and/or third parties.
20

21 **REQUEST NO. 137:**

22 Please provide copies of all documents which show or relate to each and every financial
23 transaction and/or transfer of money or property made to you by any other Defendant from 2012 to
24 the present.

25 **RESPONSE TO REQUEST NO. 137:**

26 Responding party objects to this Document Request because; individually, and in aggregate
27 with the other requests made herein and previously propounded, this request fails to meet the
28 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
2 contained herein and previously propounded; it seeks documents that are already in requesting party's
3 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
4 client privilege and/or attorney work product doctrine; it calls for the production of documents that
5 are not relevant to this issues presented; and it purports to require responding party to disclose
6 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
7 is privileged or protected by rights of privacy regarding financial information and tax records of
8 responding party and/or third parties.

9 **REQUEST NO. 138:**

10 Please provide copies of all documents which support, refute, or in any way relate to each and
11 every payment and/or transfer of money or property made to you by any foreign or immigrant investor
12 from 2012 to the present.

13 **RESPONSE TO REQUEST NO. 138:**

14 Responding party objects to this Document Request because; individually, and in aggregate
15 with the other requests made herein and previously propounded, this request fails to meet the
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
18 contained herein and previously propounded; it seeks documents that are already in requesting party's
19 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
20 client privilege and/or attorney work product doctrine; it calls for the production of documents that
21 are not relevant to this issues presented; and it purports to require responding party to disclose
22 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
23 is privileged or protected by rights of privacy regarding financial information and tax records of
24 responding party and/or third parties.

25 **REQUEST NO. 139:**

26 Please provide copies of all documents which identify or contain the details of each and every
27 EB-5 investor and/or investment transaction related to the Front Sight project, including but not
28

1 client privilege and/or attorney work product doctrine; it calls for the production of documents that
2 are not relevant to this issues presented; and it purports to require responding party to disclose
3 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
4 is privileged or protected by rights of privacy regarding financial information and tax records of
5 responding party and/or third parties.

6 **REQUEST NO. 159:**

7 Please produce a copy of all documents, writings, and/or communications showing the names
8 and other demographical information pertaining to LVDF's distributions and investment returns made
9 to its Class B Members, as defined in LVDF's Operating Agreement dated March 26, 2014.

10 **RESPONSE TO REQUEST NO. 159:**

11 Responding party objects to this Document Request because; individually, and in aggregate
12 with the other requests made herein and previously propounded, this request fails to meet the
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
15 contained herein and previously propounded; it seeks documents that are already in requesting party's
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that
18 are not relevant to this issues presented; and it purports to require responding party to disclose
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
20 is privileged or protected by rights of privacy regarding financial information and tax records of
21 responding party and/or third parties.

22 **REQUEST NO. 160:**

23 Please produce a copy of all bank account statements, from each and every bank account's
24 initial opening date to the present time, for all account(s) used to hold the 25% of the actual, potential,
25 or prospective EB-5 investors' and/or EB-5 visa applicants' investments that was earmarked for
26 refunds in the event of a USCIS rejection of a particular investor's I-829 petition.
27
28

1 **RESPONSE TO REQUEST NO. 160:**

2 Responding party objects to this Document Request because; individually, and in aggregate
3 with the other requests made herein and previously propounded, this request fails to meet the
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
6 contained herein and previously propounded; it seeks documents that are already in requesting party's
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that
9 are not relevant to this issues presented; and it purports to require responding party to disclose
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
11 is privileged or protected by rights of privacy regarding financial information and tax records of
12 responding party and/or third parties.

13 **REQUEST NO. 161:**

14 Please produce a copy of all bank account statements, from each and every bank account's
15 initial opening date to the present time, for all account(s) used to receive, house, and/or distribute the
16 money from the actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

17 **RESPONSE TO REQUEST NO. 161:**

18 Responding party objects to this Document Request because; individually, and in aggregate
19 with the other requests made herein and previously propounded, this request fails to meet the
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
22 contained herein and previously propounded; it seeks documents that are already in requesting party's
23 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
24 client privilege and/or attorney work product doctrine; it calls for the production of documents that
25 are not relevant to this issues presented; and it purports to require responding party to disclose
26 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
27 is privileged or protected by rights of privacy regarding financial information and tax records of
28

1 responding party and/or third parties.

2 **REQUEST NO. 162:**

3 Please produce a copy of all manuals, operating procedures, memoranda, circulars,
4 announcements, emails, and/or other documents that establish, govern, amend, or otherwise control
5 LVDF's receipt, handling, control, utilization, and/or distribution of the money received from the
6 actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

7 **RESPONSE TO REQUEST NO. 162:**

8 Responding party objects to this Document Request because; individually, and in aggregate
9 with the other requests made herein and previously propounded, this request fails to meet the
10 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
11 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
12 contained herein and previously propounded; it seeks documents that are already in requesting party's
13 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
14 client privilege and/or attorney work product doctrine; it calls for the production of documents that
15 are not relevant to this issues presented; and it purports to require responding party to disclose
16 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
17 is privileged or protected by rights of privacy regarding financial information and tax records of
18 responding party and/or third parties.

19 **REQUEST NO. 163:**

20 Please produce a copy of all documents showing, recording, and/or memorializing LVDF's
21 distributions to defendants Robert W. Dziubla, Jon Fleming, Linda Stanwood, and any members (as
22 defined in LVDF's operating agreement) of LVDF who are not already parties to this lawsuit.

23 **RESPONSE TO REQUEST NO. 163:**

24 Responding party objects to this Document Request because; individually, and in aggregate
25 with the other requests made herein and previously propounded, this request fails to meet the
26 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
27 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
28

1 contained herein and previously propounded; it seeks documents that are already in requesting party's
2 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
3 client privilege and/or attorney work product doctrine; it calls for the production of documents that
4 are not relevant to this issues presented; and it purports to require responding party to disclose
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
6 is privileged or protected by rights of privacy regarding financial information and tax records of
7 responding party and/or third parties.

8 **REQUEST NO. 164:**

9 Please produce a copy of all documents, writings, and/or communications showing or
10 demonstrating Defendant Linda Stanwood's involvement and/or professional history with VDF,
11 specifically her history as a Senior Vice President and/or member and/or manager and/or employee of
12 LVDF, including, but not limited to, her start date(s) and participation in the management and
13 operation of LVDF and its affairs, and any payments made from LVDF to Defendant Stanwood.

14 **RESPONSE TO REQUEST NO. 164:**

15 Responding party objects to this Document Request because; individually, and in aggregate
16 with the other requests made herein and previously propounded, this request fails to meet the
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
19 contained herein and previously propounded; it seeks documents that are already in requesting party's
20 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
21 client privilege and/or attorney work product doctrine; it calls for the production of documents that
22 are not relevant to this issues presented; and it purports to require responding party to disclose
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
24 is privileged or protected by rights of privacy regarding financial information and tax records of
25 responding party and/or third parties.
26

27 //

28 //

1 are not relevant to this issues presented; and it purports to require responding party to disclose
2 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
3 is privileged or protected by rights of privacy regarding financial information and tax records of
4 responding party and/or third parties.

5 **SUPPLEMENTAL RESPONSE:** Responding Party will produce additional non-privileged
6 documents that are responsive to this request to the extent they exist.

7 **SECOND SUPPLEMENTAL RESPONSE:**

8 See document number A-010330-010417.

9 **THIRD SUPPLEMENTAL RESPONSE:**

10 See documents A-015270-018192.

11 **REQUEST NO. 172:**

12 Please provide all documents which relate to and/or account for any and all funds you have
13 received from Front Sight directly or which you know to originate from Front Sight, including all
14 money received by you from Plaintiff, how said funds were spent, identification of who received any
15 portion of the funds, and any and all documentation to support or justify payments made or funds
16 spent.

17 **RESPONSE TO REQUEST NO. 172:**

18 Responding party objects to this Document Request because; individually, and in aggregate
19 with the other requests made herein and previously propounded, this request fails to meet the
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
22 contained herein and previously propounded; it seeks documents that are already in requesting party's
23 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
24 client privilege and/or attorney work product doctrine; it calls for the production of documents that
25 are not relevant to this issues presented; and it purports to require responding party to disclose
26 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
27 is privileged or protected by rights of privacy regarding financial information and tax records of
28

1 responding party and/or third parties.

2 **REQUEST NO. 173:**

3 Please produce all documents that relate to LVDF's allegation that Front Sight failed to comply
4 with its performance obligations under the CLA section 1.7(e) –Improper Use of Loan Proceeds.

5 **RESPONSE TO REQUEST NO. 173:**

6 Responding party objects to this Document Request because; individually, and in aggregate
7 with the other requests made herein and previously propounded, this request fails to meet the
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
10 contained herein and previously propounded; it seeks documents that are already in requesting party's
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that
13 are not relevant to this issues presented; and it purports to require responding party to disclose
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
15 is privileged or protected by rights of privacy regarding financial information and tax records of
16 responding party and/or third parties.

17 **SUPPLEMENTAL RESPONSE:** All documents responsive to this request are already in
18 demanding party's possession.

19 **SECOND SUPPLEMENTAL RESPONSE:**

20 See documents A-001271-001372, A-010911-013173, A-013174-013351, A-(1)00522-
21 00528, A(1)00530-00540, A-001432-001438, A-001395-001406, A-010223-010227.

22 **REQUEST NO. 174:**

23 Please produce all documents that relate to LVDF's allegation that Front Sight failed to comply
24 with its performance obligations under the CLA section 3.2(b) –Failure to Provide Government
25 Approved Plans.
26

27 **RESPONSE TO REQUEST NO. 174:**

28 Responding party objects to this Document Request because; individually, and in aggregate

1 contained herein and previously propounded; it seeks documents that are already in requesting party's
2 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
3 client privilege and/or attorney work product doctrine; it calls for the production of documents that
4 are not relevant to this issues presented; and it purports to require responding party to disclose
5 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
6 is privileged or protected by rights of privacy regarding financial information and tax records of
7 responding party and/or third parties.

8 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party will
9 produce additional non-privileged documents that are responsive to this request and relevant to the
10 issue of the number of investors and potential investors that were "in the pipeline" on dates such
11 representations were made.

12 **SECOND SUPPLEMENTAL RESPONSE:**

13 See documents A-001426-001431.

14 **REQUEST NO. 187:**

15 Please provide all bank statements and other documents related to Las Vegas Development
16 Fund LLC's financial account with Bank of Hope, including but not limited to account # 6400371502,
17 for the time period beginning in March 2012 to the present date.

18 **RESPONSE TO REQUEST NO. 187:**

19 Responding party objects to this Document Request because; individually, and in aggregate
20 with the other requests made herein and previously propounded, this request fails to meet the
21 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
22 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
23 contained herein and previously propounded; it seeks documents that are already in requesting party's
24 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
25 client privilege and/or attorney work product doctrine; it calls for the production of documents that
26 are not relevant to this issues presented; and it purports to require responding party to disclose
27 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
28

1 is privileged or protected by rights of privacy regarding financial information and tax records of
2 responding party and/or third parties.

3 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents
4 responsive to this request and then meet and confer with demanding party regarding further responses
5 and production.

6 **SECOND SUPPLEMENTAL RESPONSE:**

7 Responding party does not have any documents responsive to this request that are not
8 privileged.

9 **REQUEST NO. 188:**

10 Please provide all documents related to any and all financial accounts at Bank of Hope
11 pertaining to Las Vegas Development Fund LLC and/or for which Las Vegas Development Fund LLC
12 is the beneficiary, signatory, and/or account holder, for the time period beginning March 2012 to the
13 present date.

14 **RESPONSE TO REQUEST NO. 188:**

15 Responding party objects to this Document Request because; individually, and in aggregate
16 with the other requests made herein and previously propounded, this request fails to meet the
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
19 contained herein and previously propounded; it seeks documents that are already in requesting party's
20 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
21 client privilege and/or attorney work product doctrine; it calls for the production of documents that
22 are not relevant to this issues presented; and it purports to require responding party to disclose
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
24 is privileged or protected by rights of privacy regarding financial information and tax records of
25 responding party and/or third parties.
26

27 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents
28 responsive to this request, and then meet and confer with demanding party regarding further responses

1 and production.

2 **SECOND SUPPLEMENTAL RESPONSE:**

3 Responding party does not have any documents responsive to this request that are not
4 privileged.

5 **REQUEST NO. 189:**

6 Please provide all documents related to any and all financial accounts at Bank of Hope
7 pertaining to Las Vegas Development Fund LLC and/or for which Las Vegas Development Fund LLC
8 is the beneficiary, signatory, and/or account holder, for the time period beginning March 2012 to the
9 present date.

10 **RESPONSE TO REQUEST NO. 189:**

11 Responding party objects to this Document Request because; individually, and in aggregate
12 with the other requests made herein and previously propounded, this request fails to meet the
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
15 contained herein and previously propounded; it seeks documents that are already in requesting party's
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that
18 are not relevant to this issues presented; and it purports to require responding party to disclose
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
20 is privileged or protected by rights of privacy regarding financial information and tax records of
21 responding party and/or third parties.
22

23 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents
24 responsive to this request, and then meet and confer with demanding party regarding further responses
25 and production.

26 **SECOND SUPPLEMENTAL RESPONSE:**

27 Responding party does not have any documents responsive to this request that are not
28 privileged.

1 **REQUEST NO. 190:**

2 Please provide all bank statements and other documents related to all NES Financial's escrow
3 accounts for Las Vegas Development Fund LLC, including Signature Bank account #1502391026,
4 for the time period beginning in March 2012 to the present date.

5 **RESPONSE TO REQUEST NO. 190:**

6 Responding party objects to this Document Request because; individually, and in aggregate
7 with the other requests made herein and previously propounded, this request fails to meet the
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
10 contained herein and previously propounded; it seeks documents that are already in requesting party's
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that
13 are not relevant to this issues presented; and it purports to require responding party to disclose
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
15 is privileged or protected by rights of privacy regarding financial information and tax records of
16 responding party and/or third parties.

17 **REQUEST NO. 191:**

18 Please provide, if any exist, any document(s) showing the check images related to deposits
19 made into all NES Financial's escrow accounts for Las Vegas Development Fund LLC, including but
20 not limited to, Signature Bank account #1502391026, for the time period beginning in March 2012 to
21 the present date.

22 **RESPONSE TO REQUEST NO. 191:**

23 Responding party objects to this Document Request because; individually, and in aggregate
24 with the other requests made herein and previously propounded, this request fails to meet the
25 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
26 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
27 contained herein and previously propounded; it seeks documents that are already in requesting party's
28

1 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
2 client privilege and/or attorney work product doctrine; it calls for the production of documents that
3 are not relevant to this issues presented; and it purports to require responding party to disclose
4 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
5 is privileged or protected by rights of privacy regarding financial information and tax records of
6 responding party and/or third parties.

7 **REQUEST NO. 192:**

8 Please provide all documents related to any and all financial accounts at Signature Bank
9 pertaining to Las Vegas Development Fund LLC and/or for which Las Vegas Development Fund LLC
10 is the beneficiary, signatory, and/or account holder, for the time period beginning March 2012 to the
11 present date.

12 **RESPONSE TO REQUEST NO. 192:**

13 Responding party objects to this Document Request because; individually, and in aggregate
14 with the other requests made herein and previously propounded, this request fails to meet the
15 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
16 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
17 contained herein and previously propounded; it seeks documents that are already in requesting party's
18 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
19 client privilege and/or attorney work product doctrine; it calls for the production of documents that
20 are not relevant to this issues presented; and it purports to require responding party to disclose
21 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
22 is privileged or protected by rights of privacy regarding financial information and tax records of
23 responding party and/or third parties.
24

25 **REQUEST NO. 193:**

26 Please provide all documents related to any and all financial accounts at Wells Fargo pertaining
27 to Las Vegas Development Fund LLC and/or for which Las Vegas Development Fund LLC is the
28

1 beneficiary, signatory, and/or account holder, for the time period beginning March 2012 to the present
2 date.

3 **RESPONSE TO REQUEST NO. 193:**

4 Responding party objects to this Document Request because; individually, and in aggregate
5 with the other requests made herein and previously propounded, this request fails to meet the
6 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
7 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
8 contained herein and previously propounded; it seeks documents that are already in requesting party's
9 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
10 client privilege and/or attorney work product doctrine; it calls for the production of documents that
11 are not relevant to this issues presented; and it purports to require responding party to disclose
12 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
13 is privileged or protected by rights of privacy regarding financial information and tax records of
14 responding party and/or third parties.

15 **REQUEST NO. 194:**

16 Please provide all documents related to any and all financial accounts at Open Bank pertaining
17 to Las Vegas Development Fund LLC, including but not limited to Account #1226364, and/or for
18 which Las Vegas Development Fund LLC is the beneficiary, signatory, and/or account holder, for the
19 time period beginning March 2012 to the present date.

20 **RESPONSE TO REQUEST NO. 194:**

21 Responding party objects to this Document Request because; individually, and in aggregate
22 with the other requests made herein and previously propounded, this request fails to meet the
23 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
24 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
25 contained herein and previously propounded; it seeks documents that are already in requesting party's
26 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
27 client privilege and/or attorney work product doctrine; it calls for the production of documents that
28

1 are not relevant to this issues presented; and it purports to require responding party to disclose
2 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
3 is privileged or protected by rights of privacy regarding financial information and tax records of
4 responding party and/or third parties.

5 **REQUEST NO. 195:**

6 Please provide all documents that support or relate to the representation made by Robert
7 Dziubla during the evidentiary hearing on June 3, 2019 and LVDF's counsel, Keith Greer, Esq., at the
8 hearing on October 23, 2019 that LVDF has approximately \$1.5 million ready to be disbursed to Front
9 Sight. (*See Evid. Hrg. Tr. p. 156, l. 2 – p. 157, l. 25.*)

10 **RESPONSE TO REQUEST NO. 195:**

11 Responding party objects to this Document Request because; individually, and in aggregate
12 with the other requests made herein and previously propounded, this request fails to meet the
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
15 contained herein and previously propounded; it seeks documents that are already in requesting party's
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that
18 are not relevant to this issues presented; and it purports to require responding party to disclose
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
20 is privileged or protected by rights of privacy regarding financial information and tax records of
21 responding party and/or third parties.

22 **REQUEST NO. 196:**

23 Please provide all documents that support or relate to the representation made by Robert
24 Dziubla during the evidentiary hearing on June 3, 2019 that LVDF has approximately \$2 million held
25 in escrow for the Front Sight Project. (*See Evid. Hrg. Tr. p. 154, ls. 7-9.*)

26 **RESPONSE TO REQUEST NO. 196:**

27 Responding party objects to this Document Request because; individually, and in aggregate
28

1 with the other requests made herein and previously propounded, this request fails to meet the
2 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
3 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
4 contained herein and previously propounded; it seeks documents that are already in requesting party's
5 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
6 client privilege and/or attorney work product doctrine; it calls for the production of documents that
7 are not relevant to this issues presented; and it purports to require responding party to disclose
8 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
9 is privileged or protected by rights of privacy regarding financial information and tax records of
10 responding party and/or third parties.

11 **REQUEST NO. 202:**

12 Please provide an accounting of all funds you have received from Front Sight. Said accounting
13 must include all money received from Plaintiff by you, how all funds were spent, identification of who
14 received any portion of the funds, and any and all documentation to support payments made or funds
15 spent.

16 **RESPONSE TO REQUEST NO. 202:**

17 Responding party objects to this Document Request because; individually, and in aggregate
18 with the other requests made herein and previously propounded, this request fails to meet the
19 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
20 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
21 contained herein and previously propounded; it seeks documents that are already in requesting party's
22 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
23 client privilege and/or attorney work product doctrine; it calls for the production of documents that
24 are not relevant to this issues presented; and it purports to require responding party to disclose
25 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
26 is privileged or protected by rights of privacy regarding financial information and tax records of
27 responding party and/or third parties.
28

1 **REQUEST NO. 208:**

2 Please provide copies of all documents which support, relate to, or substantiate the “Late Fee”
3 of \$96,273.10 as claimed on the Loan Statement & Invoice for the period 10/1/2019-10/31/2019 sent
4 by NES Financial Corp. on behalf of Las Vegas Development Fund, LLC, attached hereto as **Exhibit**
5 **1.**

6 **RESPONSE TO REQUEST NO. 208:**

7 Responding party objects to this Document Request because; individually, and in aggregate
8 with the other requests made herein and previously propounded, this request fails to meet the
9 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
10 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
11 contained herein and previously propounded; it seeks documents that are already in requesting party’s
12 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
13 client privilege and/or attorney work product doctrine; it calls for the production of documents that
14 are not relevant to this issues presented; and it purports to require responding party to disclose
15 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
16 is privileged or protected by rights of privacy regarding financial information and tax records of
17 responding party and/or third parties.

18 **SUPPLEMENTAL RESPONSE:** Responding Party will produce additional non-privileged
19 documents that are responsive to this request.

20 **SECOND SUPPLEMENTAL RESPONSE:**

21 Responding party does not have any other documents that are responsive to this request and
22 believes NES Financial Corp. is in possession of the requested documents.

23 Dated: April 13, 2020

FARMER CASE & FEDOR

24
25
26 /s/ Kathryn Holbert
27 ANTHONY T. CASE, ESQ.
28 Nevada Bar No. 6589
tcase@farmercase.com
KATHRYN HOLBERT, ESQ.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Nevada Bar No. 10084
kholbert@farmercase.com
FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001

GREER & ASSOCIATES

s/ C. Keith Greer
C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
Keith.Greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
16855 West Bernardo Dr., STE 255
San Diego, California 92127
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

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

EXHIBIT N

EXHIBIT N

RRFP

ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

kholbert@farmercase.com

FARMER CASE & FEDOR

2190 E. Pebble Rd., Suite #205

Las Vegas, NV 89123

Telephone: (702) 579-3900

Facsimile: (702) 739-3001

C. Keith Greer, ESQ.

Admitted *pro hac vice*

keith.greer@greerlaw.biz

GREER AND ASSOCIATES, A PC

16825 West Bernardo Court, Suite 255

San Diego, CA 92127

Telephone: (858) 613-6677

Facsimile: (858) 613-6680

Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

vs.

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

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

) **DEFENDANT, ROBERT W. DZIUBLA'S
) SUPPLEMENTAL RESPONSES TO
) PLAINTIFF'S FIFTH SET OF REQUESTS
) FOR PRODUCTION OF DOCUMENTS**

1 as Senior Vice President of LAS VEGAS)
2 DEVELOPMENT FUND LLC and EB5)
3 IMPACT ADVISORS LLC; DOES 1-)
4 inclusive; and ROE CORPORATIONS 1-)
5 10, inclusive,)
6 Defendants.)

7 _____)
8 LAS VEGAS DEVELOPMENT FUND LLC,)
9 Counterclaimant,)

10 vs.)

11 FRONT SIGHT MANAGEMENT, LLC, a)
12 Nevada Limited Liability Company;)
13 IGNATIUS PIAZZA, as an individual and in)
14 his capacity as Trustee and/or beneficiary of)
15 VNV DYNASTY TRUST I and VNV)
16 DYNASTY TRUST II; JENNIFER PIAZZA, as)
17 an individual and in her capacity as Trustee)
18 and/or beneficiary of VNV DYNASTY TRUST)
19 I and VNV DYNASTY TRUST II; VNV)
20 DYNASTY TRUST I, an irrevocable Nevada)
21 trust; VNV DYNASTY TRUST II, an)
22 irrevocable Nevada trust; and ROES 1 through)
23 10, inclusive,)

24 Counterdefendants.)
25 _____)

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

27 **RESPONDING PARTY: Defendant, ROBERT W. DZIUBLA**

28 **SET NO: FIFTH (CORRECTED REQUESTS 101-123)**

GENERAL OBJECTIONS

29 Defendant, ROBERT DZIUBLA ("Responding Party" or "Defendant"), makes the following
30 general objections, whether or not separately set forth in response to each document demand, to each
31 and every definition and document demand in the Request for Production of Documents (Set No.
32 Five) of Plaintiff ("Propounding party"):

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

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

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

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

25 5. Responding Party reserves the right to condition the production of documents
26 containing confidential or proprietary information or trade secrets on the Court's issuance of a
27 confidentiality or protective order governing the disclosure of any such information.
28

1 6. The production of any documents or information by Responding Party is made
2 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
3 documents containing confidential or proprietary information or trade secrets.

4 7. Responding Party objects to the requests to the extent that they would require
5 Responding Party to produce documents or information covered by confidentiality agreements with
6 others, or that would require Responding Party to violate the privacy interests of others.

7 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

8 **REQUEST NO. 101:**

9 Please provide copies of all documents which support or relate to the truthfulness of the
10 representations made to Front Sight that Defendant Dziubla and his associates “have great depth
11 of experience in the real estate and real estate financing market, and I personally have been
12 involved in over \$10 billion of hospitality and leisure transactions during my 35-year career as
13 an investor, owner, operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing
14 Exhibit 2, April 7, 2015 Email from Robert Dziubla to Mike Meacher, p. 0004.

15 **RESPONSE TO REQUEST NO. 101:**

16 Responding party objects to this Document Request because; individually, and in aggregate
17 with the other requests made herein and previously propounded, this request fails to meet the
18 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
19 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
20 contained herein and previously propounded; it seeks documents that are already in requesting party’s
21 possession or equally accessible to the requesting party; it seeks information protected by the
22 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
23 documents that are not relevant to this issues presented; and it purports to require responding party to
24 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
25 information that is privileged or protected by rights of privacy regarding financial information and
26 tax records of responding party and/or third parties.
27

28

1 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
2 information that is privileged or protected by rights of privacy regarding financial information and
3 tax records of responding party and/or third parties.

4 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents
5 responsive to this request, and then meet and confer with demanding party regarding further
6 responses and production. See documents A-0021675-021679.

7 **REQUEST NO. 120:**

8 Please provide copies of all documents which support, refute, or relate to each and every
9 Affirmative Defense you raised in Defendants' Answer to the Second Amended Complaint.

10 **RESPONSE TO REQUEST NO. 120:**

11 Responding party objects to this Document Request because; individually, and in aggregate
12 with the other requests made herein and previously propounded, this request fails to meet the
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
15 contained herein and previously propounded; it seeks documents that are already in requesting party's
16 possession or equally accessible to the requesting party; it seeks information protected by the
17 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
18 documents that are not relevant to this issues presented; and it purports to require responding party to
19 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
20 information that is privileged or protected by rights of privacy regarding financial information and
21 tax records of responding party and/or third parties.

22 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted
23 objections, Responding Party will produce all non-privileged documents that are responsive to this
24 request. See documents A-00001-020816.

25 **REQUEST NO. 121:**

26 Please provide copies of all documents which show or relate to each and every payment
27 and/or transfer of money or property made by Plaintiff to you from 2012 to the present, including
28

1 documents that show where or how that money or property was used after you received it.

2 **RESPONSE TO REQUEST NO. 121:**

3 Responding party objects to this Document Request because; individually, and in aggregate
4 with the other requests made herein and previously propounded, this request fails to meet the
5 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
6 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
7 contained herein and previously propounded; it seeks documents that are already in requesting party's
8 possession or equally accessible to the requesting party; it seeks information protected by the
9 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
10 documents that are not relevant to this issues presented; and it purports to require responding party to
11 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
12 information that is privileged or protected by rights of privacy regarding financial information and
13 tax records of responding party and/or third parties.

14 **REQUEST NO. 122:**

15 Please provide copies of all documents which show or relate to each and every payment
16 and/or transfer of money or property made by you to any other Defendant in this matter, or entity
17 controlled by any other Defendant in this matter, from 2012 to the present. This includes, but is
18 not limited to, documentation related to any reimbursement, salary, or equity distribution from
19 you to any other Defendant in this matter, or entity controlled by any other Defendant or entity in
20 this matter.

21 **RESPONSE TO REQUEST NO. 122:**

22 Responding party objects to this Document Request because; individually, and in aggregate
23 with the other requests made herein and previously propounded, this request fails to meet the
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
26 contained herein and previously propounded; it seeks documents that are already in requesting party's
27 possession or equally accessible to the requesting party; it seeks information protected by the
28

1 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
2 documents that are not relevant to this issues presented; and it purports to require responding party to
3 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
4 information that is privileged or protected by rights of privacy regarding financial information and
5 tax records of responding party and/or third parties.

6 **REQUEST NO. 123:**

7 Please provide copies of all documents which show or relate to each and every financial
8 transaction and/or transfer of money or property made by you to any other Defendant from 2012
9 to the present.

10 **RESPONSE TO REQUEST NO. 123:**

11 Responding party objects to this Document Request because; individually, and in aggregate
12 with the other requests made herein and previously propounded, this request fails to meet the
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
15 contained herein and previously propounded; it seeks documents that are already in requesting party's
16 possession or equally accessible to the requesting party; it seeks information protected by the
17 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
18 documents that are not relevant to this issues presented; and it purports to require responding party to
19 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
20 information that is privileged or protected by rights of privacy regarding financial information and
21 tax records of responding party and/or third parties.

22 **REQUEST NO. 124:**

23 Please provide copies of all documents which show or relate to each and every financial
24 transaction and/or transfer of money or property made to you by any other Defendant from 2012
25 to the present.

26 //

27 //

28 //

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
3 contained herein and previously propounded; it seeks documents that are already in requesting party's
4 possession or equally accessible to the requesting party; it seeks information protected by the
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
6 documents that are not relevant to this issues presented; and it purports to require responding party to
7 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
8 information that is privileged or protected by rights of privacy regarding financial information and
9 tax records of responding party and/or third parties.

10 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party will
11 produce additional non-privileged documents that are responsive to this request and relevant to the
12 issue of the number of investors and potential investors that were "in the pipeline" on dates such
13 representations were made. See documents A-001426-001431.

14 **REQUEST NO. 141:**

15 Please provide all documents related to any and all financial accounts at Bank of Hope
16 pertaining to Robert W. Dziubla and/or for which Robert W. Dziubla is the beneficiary, signatory,
17 and/or account holder, for the time period beginning March 2012 to the present date.

18 **RESPONSE TO REQUEST NO. 141:**

19 Responding party objects to this Document Request because; individually, and in aggregate
20 with the other requests made herein and previously propounded, this request fails to meet the
21 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
22 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
23 contained herein and previously propounded; it seeks documents that are already in requesting party's
24 possession or equally accessible to the requesting party; it seeks information protected by the
25 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
26 documents that are not relevant to this issues presented; and it purports to require responding party to
27 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
28

1 information that is privileged or protected by rights of privacy regarding financial information and
2 tax records of responding party and/or third parties.

3 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving said objections,
4 Responding Party does not have any documents responsive to this request that are not privileged.

5 **REQUEST NO. 142:**

6 Please provide all documents related to any and all financial accounts at Signature Bank
7 pertaining to Robert W. Dziubla and/or for which Robert W. Dziubla is the beneficiary, signatory,
8 and/or account holder, for the time period beginning March 2012 to the present date.

9 **RESPONSE TO REQUEST NO. 142:**

10 Responding party objects to this Document Request because; individually, and in aggregate
11 with the other requests made herein and previously propounded, this request fails to meet the
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
14 contained herein and previously propounded; it seeks documents that are already in requesting party's
15 possession or equally accessible to the requesting party; it seeks information protected by the
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
17 documents that are not relevant to this issues presented; and it purports to require responding party to
18 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
19 information that is privileged or protected by rights of privacy regarding financial information and
20 tax records of responding party and/or third parties.

21 **REQUEST NO. 143:**

22 Please provide all documents related to any and all financial accounts at Wells Fargo
23 Bank pertaining to Robert W. Dziubla and/or for which Robert W. Dziubla is the beneficiary,
24 signatory, and/or account holder, for the time period beginning March 2012 to the present date.

25 **RESPONSE TO REQUEST NO. 143:**

26 Responding party objects to this Document Request because; individually, and in aggregate
27 with the other requests made herein and previously propounded, this request fails to meet the
28

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
3 contained herein and previously propounded; it seeks documents that are already in requesting party's
4 possession or equally accessible to the requesting party; it seeks information protected by the
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
6 documents that are not relevant to this issues presented; and it purports to require responding party to
7 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
8 information that is privileged or protected by rights of privacy regarding financial information and
9 tax records of responding party and/or third parties.

10 **REQUEST NO. 144:**

11 Please provide all documents related to any and all financial accounts at Open Bank
12 pertaining to Robert W. Dziubla and/or for which Robert W. Dziubla is the beneficiary, signatory,
13 and/or account holder, for the time period beginning March 2012 to the present date.

14 **RESPONSE TO REQUEST NO. 144:**

15 Responding party objects to this Document Request because; individually, and in aggregate
16 with the other requests made herein and previously propounded, this request fails to meet the
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
19 contained herein and previously propounded; it seeks documents that are already in requesting party's
20 possession or equally accessible to the requesting party; it seeks information protected by the
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
22 documents that are not relevant to this issues presented; and it purports to require responding party to
23 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
24 information that is privileged or protected by rights of privacy regarding financial information and
25 tax records of responding party and/or third parties.

26 **REQUEST NO. 145:**

27 Please provide copies of any and all documents which support the truthfulness of the
28

1 identification of who received any portion of the funds, and any and all documentation to support
2 payments made or funds spent.

3 **RESPONSE TO REQUEST NO. 148:**

4 Responding party objects to this Document Request because; individually, and in aggregate
5 with the other requests made herein and previously propounded, this request fails to meet the
6 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
7 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
8 contained herein and previously propounded; it seeks documents that are already in requesting party's
9 possession or equally accessible to the requesting party; it seeks information protected by the
10 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
11 documents that are not relevant to this issues presented; and it purports to require responding party to
12 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
13 information that is privileged or protected by rights of privacy regarding financial information and
14 tax records of responding party and/or third parties.

15
16 Dated: April 13, 2020

FARMER CASE & FEDOR

17
18 /s/ Kathryn Holbert

19 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

tcase@farmercase.com

20 KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

kholbert@farmercase.com

FARMER CASE & FEDOR

21 2190 E. Pebble Rd., Suite #205

22 Las Vegas, NV 89123

23 Telephone: (702) 579-3900

24 Facsimile: (702) 739-3001

25
26 C. KEITH GREER, ESQ.

27 Cal. Bar. No. 135537 (Pro Hac Vice)

28 Keith.Greer@greerlaw.biz

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

GREER & ASSOCIATES, A.P.C.
16855 West Bernardo Dr., STE 255
San Diego, California 92127
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

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

EXHIBIT O

EXHIBIT O

1 as Senior Vice President of LAS VEGAS)
2 DEVELOPMENT FUND LLC and EB5)
3 IMPACT ADVISORS LLC; DOES 1-)
4 inclusive; and ROE CORPORATIONS 1-)
5 10, inclusive,)
6 Defendants.)

7 _____)
8 LAS VEGAS DEVELOPMENT FUND LLC,)
9 Counterclaimant,)

10 vs.)

11 FRONT SIGHT MANAGEMENT, LLC, a)
12 Nevada Limited Liability Company;)
13 IGNATIUS PIAZZA, as an individual and in)
14 his capacity as Trustee and/or beneficiary of)
15 VNV DYNASTY TRUST I and VNV)
16 DYNASTY TRUST II; JENNIFER PIAZZA, as)
17 an individual and in her capacity as Trustee)
18 and/or beneficiary of VNV DYNASTY TRUST)
19 I and VNV DYNASTY TRUST II; VNV)
20 DYNASTY TRUST I, an irrevocable Nevada)
21 trust; VNV DYNASTY TRUST II, an)
22 irrevocable Nevada trust; and ROES 1 through)
23 10, inclusive,)
24 Counterdefendants.)

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

26 **RESPONDING PARTY: Defendant, JON FLEMING**

27 **SET NO: FIFTH**

28 **GENERAL OBJECTIONS**

Defendant, JON FLEMING ("Responding Party" or "Defendant"), makes the following general objections, whether or not separately set forth in response to each document demand, to each and every definition and document demand in the Request for Production of Documents (Set No. Fifth) of Plaintiff ("Propounding party"):

1. Responding party objects to the requests generally, and to each and every individual request specifically, to the extent that the requests seek documents not currently in responding party's

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

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

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

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

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

26 6. The production of any documents or information by Responding Party is made
27 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
28

1 documents containing confidential or proprietary information or trade secrets.

2 7. Responding Party objects to the requests to the extent that they would require
3 Responding Party to produce documents or information covered by confidentiality agreements with
4 others, or that would require Responding Party to violate the privacy interests of others.

5 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

6 **REQUEST NO. 95:**

7 Please provide copies of all documents which support or relate to the truthfulness of the
8 representations made to Front Sight that Defendant Dziubla and his associates “have great depth
9 of experience in the real estate and real estate financing market, and I personally have been
10 involved in over \$10 billion of hospitality and leisure transactions during my 35-year career as
11 an investor, owner, operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing
12 Exhibit 2, April 7, 2015 Email from Robert Dziubla to Mike Meacher, p. 0004.

13 **RESPONSE TO REQUEST NO. 95:**

14 Responding party objects to this Document Request because; individually, and in aggregate
15 with the other requests made herein and previously propounded, this request fails to meet the
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
18 contained herein and previously propounded; it seeks documents that are already in requesting party’s
19 possession or equally accessible to the requesting party; it seeks information protected by the
20 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
21 documents that are not relevant to this issues presented; and it purports to require responding party to
22 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
23 information that is privileged or protected by rights of privacy regarding financial information and
24 tax records of responding party and/or third parties.

25 //

26 //

1 information that is privileged or protected by rights of privacy regarding financial information and
2 tax records of responding party and/or third parties.

3 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents
4 responsive to this request, and then meet and confer with demanding party regarding further
5 responses and production. See documents A-0021675-021679.

6 **REQUEST NO. 114:**

7 Please provide copies of all documents which support, refute, or relate to each and every
8 Affirmative Defense you raised in Defendants' Answer to the Second Amended Complaint.

9 **RESPONSE TO REQUEST NO. 114:**

10 Responding party objects to this Document Request because; individually, and in aggregate
11 with the other requests made herein and previously propounded, this request fails to meet the
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
14 contained herein and previously propounded; it seeks documents that are already in requesting party's
15 possession or equally accessible to the requesting party; it seeks information protected by the
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
17 documents that are not relevant to this issues presented; and it purports to require responding party to
18 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
19 information that is privileged or protected by rights of privacy regarding financial information and
20 tax records of responding party and/or third parties.

21 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted
22 objections, Responding Party will produce all non-privileged documents that are responsive to this
23 request. See documents A-00001-021678.

24 **REQUEST NO. 115:**

25 Please provide copies of all documents which show or relate to each and every payment
26 and/or transfer of money or property made by Plaintiff to you from 2012 to the present, including
27 documents that show where or how that money or property was used after you received it.
28

1 **RESPONSE TO REQUEST NO. 115:**

2 Responding party objects to this Document Request because; individually, and in aggregate
3 with the other requests made herein and previously propounded, this request fails to meet the
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
6 contained herein and previously propounded; it seeks documents that are already in requesting party's
7 possession or equally accessible to the requesting party; it seeks information protected by the
8 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
9 documents that are not relevant to this issues presented; and it purports to require responding party to
10 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
11 information that is privileged or protected by rights of privacy regarding financial information and
12 tax records of responding party and/or third parties.

13 **REQUEST NO. 116:**

14 Please provide copies of all documents which show or relate to each and every payment
15 and/or transfer of money or property made by you to any other Defendant in this matter, or entity
16 controlled by any other Defendant in this matter, from 2012 to the present. This includes, but is
17 not limited to, documentation related to any reimbursement, salary, or equity distribution from
18 you to any other Defendant in this matter, or entity controlled by any other Defendant or entity in
19 this matter.

20 **RESPONSE TO REQUEST NO. 116:**

21 Responding party objects to this Document Request because; individually, and in aggregate
22 with the other requests made herein and previously propounded, this request fails to meet the
23 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
26 contained herein and previously propounded; it seeks documents that are already in requesting party's
27 possession or equally accessible to the requesting party; it seeks information protected by the
28 attorney-client privilege and/or attorney work product doctrine; it calls for the production of

1 documents that are not relevant to this issues presented; and it purports to require responding party to
2 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
3 information that is privileged or protected by rights of privacy regarding financial information and
4 tax records of responding party and/or third parties.

5 **REQUEST NO. 117:**

6 Please provide copies of all documents which show or relate to each and every financial
7 transaction and/or transfer of money or property made by you to any other Defendant from 2012
8 to the present.

9 **RESPONSE TO REQUEST NO. 117:**

10 Responding party objects to this Document Request because; individually, and in aggregate
11 with the other requests made herein and previously propounded, this request fails to meet the
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
14 contained herein and previously propounded; it seeks documents that are already in requesting party's
15 possession or equally accessible to the requesting party; it seeks information protected by the
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
17 documents that are not relevant to this issues presented; and it purports to require responding party to
18 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
19 information that is privileged or protected by rights of privacy regarding financial information and
20 tax records of responding party and/or third parties.

21 **REQUEST NO. 118:**

22 Please provide copies of all documents which show or relate to each and every financial
23 transaction and/or transfer of money or property made to you by any other Defendant from 2012
24 to the present.

25 **RESPONSE TO REQUEST NO. 118:**

26 Responding party objects to this Document Request because; individually, and in aggregate
27 with the other requests made herein and previously propounded, this request fails to meet the
28

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
3 contained herein and previously propounded; it seeks documents that are already in requesting party's
4 possession or equally accessible to the requesting party; it seeks information protected by the
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
6 documents that are not relevant to this issues presented; and it purports to require responding party to
7 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
8 information that is privileged or protected by rights of privacy regarding financial information and
9 tax records of responding party and/or third parties.

10 **REQUEST NO. 119:**

11 Please provide copies of all documents which demonstrate each and every representation
12 you have made to any potential EB-5 investor of the Front Sight project, or agent of any potential
13 EB-5 investor, including representations prior to investment and updates since investment.

14 **RESPONSE TO REQUEST NO. 119:**

15 Responding party objects to this Document Request because; individually, and in aggregate
16 with the other requests made herein and previously propounded, this request fails to meet the
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
19 contained herein and previously propounded; it seeks documents that are already in requesting party's
20 possession or equally accessible to the requesting party; it seeks information protected by the
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
22 documents that are not relevant to this issues presented; and it purports to require responding party to
23 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
24 information that is privileged or protected by rights of privacy regarding financial information and
25 tax records of responding party and/or third parties.
26

27 //

28 //

1 documents that are not relevant to this issues presented; and it purports to require responding party to
2 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
3 information that is privileged or protected by rights of privacy regarding financial information and
4 tax records of responding party and/or third parties.

5 **REQUEST NO. 122:**

6 Please provide copies of all documents provided to you by Plaintiff or any representative
7 of Plaintiff at any time between 2012 and the present.

8 **RESPONSE TO REQUEST NO. 122:**

9 Responding party objects to this Document Request because; individually, and in aggregate
10 with the other requests made herein and previously propounded, this request fails to meet the
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
13 contained herein and previously propounded; it seeks documents that are already in requesting party's
14 possession or equally accessible to the requesting party; it seeks information protected by the
15 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
16 documents that are not relevant to this issues presented; and it purports to require responding party to
17 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
18 information that is privileged or protected by rights of privacy regarding financial information and
19 tax records of responding party and/or third parties.

20
21 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted
22 objections, all responsive documents have been produced and are identified in response to specific
23 document demands.

24 **REQUEST NO. 123:**

25 Please produce a copy of all bank account statements, from each and every bank account's
26 initial opening date to the present time, for all account(s) used to hold the 25% of the actual,
27 potential, or prospective EB-5 investors' and/or EB-5 visa applicants' investments that was
28 earmarked for refunds in the event of a USCIS rejection of a particular investor's I-829 petition.

1 **RESPONSE TO REQUEST NO. 123:**

2 Responding party objects to this Document Request because; individually, and in aggregate
3 with the other requests made herein and previously propounded, this request fails to meet the
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
6 contained herein and previously propounded; it seeks documents that are already in requesting party's
7 possession or equally accessible to the requesting party; it seeks information protected by the
8 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
9 documents that are not relevant to this issues presented; and it purports to require responding party to
10 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
11 information that is privileged or protected by rights of privacy regarding financial information and
12 tax records of responding party and/or third parties.

13 **REQUEST NO. 124:**

14 Please produce a copy of all bank account statements, from each and every bank
15 account's initial opening date to the present time, for all account(s) used to receive, house, and/or
16 distribute the money from the actual, potential, or prospective EB-5 investors and/or EB-5 visa
17 applicants.

18 **RESPONSE TO REQUEST NO. 124:**

19 Responding party objects to this Document Request because; individually, and in aggregate
20 with the other requests made herein and previously propounded, this request fails to meet the
21 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
22 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
23 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
24 contained herein and previously propounded; it seeks documents that are already in requesting party's
25 possession or equally accessible to the requesting party; it seeks information protected by the
26 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
27 documents that are not relevant to this issues presented; and it purports to require responding party to
28 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or

1 information that is privileged or protected by rights of privacy regarding financial information and
2 tax records of responding party and/or third parties.

3 **REQUEST NO. 125:**

4 Please produce a copy of all documents, writings, and/or communications showing or
5 demonstrating Defendant Linda Stanwood's involvement and/or professional history with
6 LVDF, EB5IA, and EB5IC, specifically her history as a Senior Vice President and/or member
7 and/or manager and/or employee of LVDF, EB5IA, and EB5IC including, but not limited to, her
8 start date(s) and participation in the management and operation of LVDF, EB5IA, and EB5IC
9 and its affairs, and any payments made from LVDF, EB5IA, and EB5IC to Defendant Stanwood.

10 Responding party objects to this Document Request because; individually, and in aggregate
11 with the other requests made herein and previously propounded, this request fails to meet the
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
14 contained herein and previously propounded; it seeks documents that are already in requesting party's
15 possession or equally accessible to the requesting party; it seeks information protected by the
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
17 documents that are not relevant to this issues presented; and it purports to require responding party to
18 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
19 information that is privileged or protected by rights of privacy regarding financial information and
20 tax records of responding party and/or third parties.

21 **REQUEST NO. 126:**

22 Produce a copy of any and all communications between you and the actual, potential, or
23 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2019.

24 **RESPONSE TO REQUEST NO. 126:**

25 Responding party objects to this Document Request because; individually, and in aggregate
26 with the other requests made herein and previously propounded, this request fails to meet the
27 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
28

1 **REQUEST NO. 130:**

2 Please provide all documents which relate to and/or account for any and all funds you
3 have received from Front Sight directly or which you know to originate from Front Sight,
4 including all money received by you from Plaintiff, how said funds were spent, identification of
5 who received any portion of the funds, and any and all documentation to support or justify
6 payments made or funds spent.

7 **RESPONSE TO REQUEST NO. 130:**

8 Responding party objects to this Document Request because; individually, and in aggregate
9 with the other requests made herein and previously propounded, this request fails to meet the
10 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
11 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
12 contained herein and previously propounded; it seeks documents that are already in requesting party's
13 possession or equally accessible to the requesting party; it seeks information protected by the
14 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
15 documents that are not relevant to this issues presented; and it purports to require responding party to
16 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
17 information that is privileged or protected by rights of privacy regarding financial information and
18 tax records of responding party and/or third parties.

19 **REQUEST NO. 131:**

20 Please produce all communications between you and any other Defendant.

21 **RESPONSE TO REQUEST NO. 131:**

22 Responding party objects to this Document Request because; individually, and in aggregate
23 with the other requests made herein and previously propounded, this request fails to meet the
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
26 contained herein and previously propounded; it seeks documents that are already in requesting party's
27 possession or equally accessible to the requesting party; it seeks information protected by the
28

1 tax records of responding party and/or third parties.

2 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party will
3 produce additional non-privileged documents that are responsive to this request and relevant to the
4 issue of the number of investors and potential investors that were “in the pipeline” on dates such
5 representations were made. See documents A-001426-001431.

6 **REQUEST NO. 135:**

7 Please provide all documents related to any and all financial accounts at Bank of Hope
8 pertaining to Jon D. Fleming and/or for which Jon D. Fleming is the beneficiary, signatory,
9 and/or account holder, for the time period beginning March 2012 to the present date.

10 **RESPONSE TO REQUEST NO. 135:**

11 Responding party objects to this Document Request because; individually, and in aggregate
12 with the other requests made herein and previously propounded, this request fails to meet the
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
15 contained herein and previously propounded; it seeks documents that are already in requesting party’s
16 possession or equally accessible to the requesting party; it seeks information protected by the
17 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
18 documents that are not relevant to this issues presented; and it purports to require responding party to
19 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
20 information that is privileged or protected by rights of privacy regarding financial information and
21 tax records of responding party and/or third parties.
22

23 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving said objections, Responding
24 Party does not have any documents responsive to this request that are not privileged.

25 **REQUEST NO. 136:**

26 Please provide all documents related to any and all financial accounts at Signature Bank
27 pertaining to Jon D. Fleming and/or for which Jon D. Fleming is the beneficiary, signatory,
28 and/or account holder, for the time period beginning March 2012 to the present date.

1 **RESPONSE TO REQUEST NO. 136:**

2 Responding party objects to this Document Request because; individually, and in aggregate
3 with the other requests made herein and previously propounded, this request fails to meet the
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
6 contained herein and previously propounded; it seeks documents that are already in requesting party's
7 possession or equally accessible to the requesting party; it seeks information protected by the
8 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
9 documents that are not relevant to this issues presented; and it purports to require responding party to
10 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
11 information that is privileged or protected by rights of privacy regarding financial information and
12 tax records of responding party and/or third parties.

13 **REQUEST NO. 137:**

14 Please provide all documents related to any and all financial accounts at Wells Fargo
15 Bank pertaining to Jon D. Fleming and/or for which Jon D. Fleming is the beneficiary, signatory,
16 and/or account holder, for the time period beginning March 2012 to the present date.

17 **RESPONSE TO REQUEST NO. 137:**

18 Responding party objects to this Document Request because; individually, and in aggregate
19 with the other requests made herein and previously propounded, this request fails to meet the
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
22 contained herein and previously propounded; it seeks documents that are already in requesting party's
23 possession or equally accessible to the requesting party; it seeks information protected by the
24 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
25 documents that are not relevant to this issues presented; and it purports to require responding party to
26 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
27 information that is privileged or protected by rights of privacy regarding financial information and
28

1 tax records of responding party and/or third parties.

2 **REQUEST NO. 138:**

3 Please provide all documents related to any and all financial accounts at Open Bank
4 pertaining to Jon D. Fleming and/or for which Jon D. Fleming is the beneficiary, signatory,
5 and/or account holder, for the time period beginning March 2012 to the present date.

6 **RESPONSE TO REQUEST NO. 138:**

7 Responding party objects to this Document Request because; individually, and in aggregate
8 with the other requests made herein and previously propounded, this request fails to meet the
9 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
10 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
11 contained herein and previously propounded; it seeks documents that are already in requesting party's
12 possession or equally accessible to the requesting party; it seeks information protected by the
13 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
14 documents that are not relevant to this issues presented; and it purports to require responding party to
15 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
16 information that is privileged or protected by rights of privacy regarding financial information and
17 tax records of responding party and/or third parties.

18 **REQUEST NO. 139:**

19 Please provide copies of all documents which demonstrate or relate to your involvement
20 in the San Diego Hyatt deal referenced in Evidentiary Hearing Exhibit 9, June 29, 2014 Email
21 from Robert Dziubla to Mike Meacher (copied to Jon Fleming and Sean Flynn), p. 0036.

22 **RESPONSE TO REQUEST NO. 139:**

23 Responding party objects to this Document Request because; individually, and in aggregate
24 with the other requests made herein and previously propounded, this request fails to meet the
25 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
26 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
27 contained herein and previously propounded; it seeks documents that are already in requesting party's
28

1
2 **REQUEST NO. 141:**

3 Please provide an accounting of all funds you have received from Front Sight. Said
4 accounting must include all money received from Plaintiff by you, how all funds were spent,
5 identification of who received any portion of the funds, and any and all documentation to support
6 payments made or funds spent.

7 **RESPONSE TO REQUEST NO. 141:**

8 Responding party objects to this Document Request because; individually, and in aggregate
9 with the other requests made herein and previously propounded, this request fails to meet the
10 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
11 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
12 contained herein and previously propounded; it seeks documents that are already in requesting party's
13 possession or equally accessible to the requesting party; it seeks information protected by the
14 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
15 documents that are not relevant to this issues presented; and it purports to require responding party to
16 disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
17 information that is privileged or protected by rights of privacy regarding financial information and
18 tax records of responding party and/or third parties.
19

20 Dated: April 13, 2020

FARMER CASE & FEDOR

21
22 /s/ Kathryn Holbert

23 ANTHONY T. CASE, ESQ.

24 Nevada Bar No. 6589

tcase@farmercase.com

25 KATHRYN HOLBERT, ESQ.

26 Nevada Bar No. 10084

kholbert@farmercase.com

27 FARMER CASE & FEDOR

28 2190 E. Pebble Rd., Suite #205

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001

C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
Keith.Greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
16855 West Bernardo Dr., STE 255
San Diego, California 92127
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

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

EXHIBIT P

EXHIBIT P

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

5 Defendants.)

6 LAS VEGAS DEVELOPMENT FUND LLC,)

7 Counterclaimant,)

8 vs.)

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

22 Counterdefendants.)

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

24 **RESPONDING PARTY: Defendant, LINDA STANWOOD**

25 **SET NO: THREE**

26 **GENERAL OBJECTIONS**

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

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

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

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

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

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

27 6. The production of any documents or information by Responding Party is made without
28

1 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents
2 containing confidential or proprietary information or trade secrets.

3 7. Responding Party objects to the requests to the extent that they would require
4 Responding Party to produce documents or information covered by confidentiality agreements with
5 others, or that would require Responding Party to violate the privacy interests of others.

6 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

7 **REQUEST NO. 93:**

8 Please provide copies of all documents which support or relate to the truthfulness of the
9 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of
10 experience in the real estate and real estate financing market, and I personally have been involved in
11 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,
12 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015
13 Email from Robert Dziubla to Mike Meacher, p. 0004.

14 **RESPONSE TO REQUEST NO. 93:**

15 Responding party objects to this Document Request because; individually, and in aggregate
16 with the other requests made herein and previously propounded, this request fails to meet the
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
19 contained herein and previously propounded; it seeks documents that are already in requesting party’s
20 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
21 client privilege and/or attorney work product doctrine; it calls for the production of documents that
22 are not relevant to this issues presented; and it purports to require responding party to disclose
23 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
24 is privileged or protected by rights of privacy regarding financial information and tax records of
25 responding party and/or third parties.
26
27
28

1 is privileged or protected by rights of privacy regarding financial information and tax records of
2 responding party and/or third parties.

3 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents
4 responsive to this request, and then meet and confer with demanding party regarding further responses
5 and production. See documents A-0021675-021679.

6 **REQUEST NO. 112:**

7 Please provide copies of all documents which support, refute, or relate to each and every
8 Affirmative Defense you raised in Defendants' Answer to the Second Amended Complaint.

9 **RESPONSE TO REQUEST NO. 112:**

10 Responding party objects to this Document Request because; individually, and in aggregate
11 with the other requests made herein and previously propounded, this request fails to meet the
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
14 contained herein and previously propounded; it seeks documents that are already in requesting party's
15 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
16 client privilege and/or attorney work product doctrine; it calls for the production of documents that
17 are not relevant to this issues presented; and it purports to require responding party to disclose
18 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
19 is privileged or protected by rights of privacy regarding financial information and tax records of
20 responding party and/or third parties.

21 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted
22 objections, Responding Party will produce all non-privileged documents that are responsive to this
23 request. See documents A-00001-020816.

24 **REQUEST NO. 113:**

25 Please provide copies of all documents which show or relate to each and every payment and/or
26 transfer of money or property made by Plaintiff to you from 2012 to the present, including documents
27 that show where or how that money or property was used after you received it.
28

1 **RESPONSE TO REQUEST NO. 113:**

2 Responding party objects to this Document Request because; individually, and in aggregate
3 with the other requests made herein and previously propounded, this request fails to meet the
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
6 contained herein and previously propounded; it seeks documents that are already in requesting party's
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that
9 are not relevant to this issues presented; and it purports to require responding party to disclose
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
11 is privileged or protected by rights of privacy regarding financial information and tax records of
12 responding party and/or third parties.

13 **REQUEST NO. 114:**

14 Please provide copies of all documents which show or relate to each and every payment and/or
15 transfer of money or property made by you to any other Defendant in this matter, or entity controlled
16 by any other Defendant in this matter, from 2012 to the present. This includes, but is not limited to,
17 documentation related to any reimbursement, salary, or equity distribution from you to any other
18 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter.

19 **RESPONSE TO REQUEST NO. 114:**

20 Responding party objects to this Document Request because; individually, and in aggregate
21 with the other requests made herein and previously propounded, this request fails to meet the
22 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
23 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
24 contained herein and previously propounded; it seeks documents that are already in requesting party's
25 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
26 client privilege and/or attorney work product doctrine; it calls for the production of documents that
27 are not relevant to this issues presented; and it purports to require responding party to disclose
28

1 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
2 is privileged or protected by rights of privacy regarding financial information and tax records of
3 responding party and/or third parties.

4 **REQUEST NO. 115:**

5 Please provide copies of all documents which show or relate to each and every financial
6 transaction and/or transfer of money or property made by you to any other Defendant from 2012 to
7 the present.

8 **RESPONSE TO REQUEST NO. 115:**

9 Responding party objects to this Document Request because; individually, and in aggregate
10 with the other requests made herein and previously propounded, this request fails to meet the
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
13 contained herein and previously propounded; it seeks documents that are already in requesting party's
14 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
15 client privilege and/or attorney work product doctrine; it calls for the production of documents that
16 are not relevant to this issues presented; and it purports to require responding party to disclose
17 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
18 is privileged or protected by rights of privacy regarding financial information and tax records of
19 responding party and/or third parties.
20

21 **REQUEST NO. 116:**

22 Please provide copies of all documents which show or relate to each and every financial
23 transaction and/or transfer of money or property made by you to any other Defendant from 2012 to
24 the present.

25 **RESPONSE TO REQUEST NO. 116:**

26 Responding party objects to this Document Request because; individually, and in aggregate
27 with the other requests made herein and previously propounded, this request fails to meet the
28 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
2 contained herein and previously propounded; it seeks documents that are already in requesting party's
3 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
4 client privilege and/or attorney work product doctrine; it calls for the production of documents that
5 are not relevant to this issues presented; and it purports to require responding party to disclose
6 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
7 is privileged or protected by rights of privacy regarding financial information and tax records of
8 responding party and/or third parties.

9 **REQUEST NO. 117:**

10 Please provide copies of all documents which demonstrate each and every representation you
11 have made to any potential EB-5 investor of the Front Sight project, or agent of any potential EB-5
12 investor, including representations prior to investment and updates since investment.

13 **RESPONSE TO REQUEST NO. 117:**

14 Responding party objects to this Document Request because; individually, and in aggregate
15 with the other requests made herein and previously propounded, this request fails to meet the
16 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
17 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
18 contained herein and previously propounded; it seeks documents that are already in requesting party's
19 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
20 client privilege and/or attorney work product doctrine; it calls for the production of documents that
21 are not relevant to this issues presented; and it purports to require responding party to disclose
22 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
23 is privileged or protected by rights of privacy regarding financial information and tax records of
24 responding party and/or third parties.
25

26 //

27 //

28 //

1 are not relevant to this issues presented; and it purports to require responding party to disclose
2 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
3 is privileged or protected by rights of privacy regarding financial information and tax records of
4 responding party and/or third parties.

5 **REQUEST NO. 120:**

6 Please provide copies of all documents provided to you by Plaintiff or any representative of
7 Plaintiff at any time between 2012 and the present.

8 **RESPONSE TO REQUEST NO. 120:**

9 Responding party objects to this Document Request because; individually, and in aggregate
10 with the other requests made herein and previously propounded, this request fails to meet the
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
13 contained herein and previously propounded; it seeks documents that are already in requesting party's
14 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
15 client privilege and/or attorney work product doctrine; it calls for the production of documents that
16 are not relevant to this issues presented; and it purports to require responding party to disclose
17 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
18 is privileged or protected by rights of privacy regarding financial information and tax records of
19 responding party and/or third parties.
20

21 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted
22 objections, all responsive documents have been produced and are identified in response to specific
23 document demands.

24 **REQUEST NO. 121:**

25 Please produce a copy of all bank account statements, from each and every bank account's
26 initial opening date to the present time, for all account(s) used to hold the 25% of the actual, potential,
27 or prospective EB-5 investors' and/or EB-5 visa applicants' investments that was earmarked for
28 refunds in the event of a USCIS rejection of a particular investor's I-829 petition.

1 **RESPONSE TO REQUEST NO. 121:**

2 Responding party objects to this Document Request because; individually, and in aggregate
3 with the other requests made herein and previously propounded, this request fails to meet the
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
6 contained herein and previously propounded; it seeks documents that are already in requesting party's
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that
9 are not relevant to this issues presented; and it purports to require responding party to disclose
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
11 is privileged or protected by rights of privacy regarding financial information and tax records of
12 responding party and/or third parties.

13 **REQUEST NO. 122:**

14 Please produce a copy of all bank account statements, from each and every bank account's
15 initial opening date to the present time, for all account(s) used to receive, house, and/or distribute the
16 money from the actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

17 **RESPONSE TO REQUEST NO. 122:**

18 Responding party objects to this Document Request because; individually, and in aggregate
19 with the other requests made herein and previously propounded, this request fails to meet the
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
22 contained herein and previously propounded; it seeks documents that are already in requesting party's
23 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
24 client privilege and/or attorney work product doctrine; it calls for the production of documents that
25 are not relevant to this issues presented; and it purports to require responding party to disclose
26 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
27 is privileged or protected by rights of privacy regarding financial information and tax records of
28

1 responding party and/or third parties.

2 **REQUEST NO. 123:**

3 Please produce a copy of all documents, writings, and/or communications showing or
4 demonstrating your involvement and/or professional history with LVDF, EB5IA, and EB5IC,
5 specifically your history as a Senior Vice President and/or member and/or manager and/or employee
6 of LVDF, EB5IA, and EB5IC, including, but not limited to, your start date(s) and participation in the
7 management and operation of LVDF, EB5IA, and EB5IC and its affairs, and any payments made
8 from LVDF, EB5IA, and EB5IC to you.

9 **RESPONSE TO REQUEST NO. 123:**

10 Responding party objects to this Document Request because; individually, and in aggregate
11 with the other requests made herein and previously propounded, this request fails to meet the
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
14 contained herein and previously propounded; it seeks documents that are already in requesting party's
15 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
16 client privilege and/or attorney work product doctrine; it calls for the production of documents that
17 are not relevant to this issues presented; and it purports to require responding party to disclose
18 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
19 is privileged or protected by rights of privacy regarding financial information and tax records of
20 responding party and/or third parties.

21 **REQUEST NO. 124:**

22 Produce a copy of any and all communications between you and the actual, potential, or
23 prospective EB-5 investors and/or EB-5 visa applicants and/or their agents, for the year 2019.

24 **RESPONSE TO REQUEST NO. 124:**

25 Responding party objects to this Document Request because; individually, and in aggregate
26 with the other requests made herein and previously propounded, this request fails to meet the
27 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
28

1 **REQUEST NO. 128:**

2 Please provide all documents which relate to and/or account for any and all funds you have
3 received from Front Sight directly or which you know to originate from Front Sight, including all
4 money received by you from Plaintiff, how said funds were spent, identification of who received any
5 portion of the funds, and any and all documentation to support or justify payments made or funds
6 spent..

7 **RESPONSE TO REQUEST NO. 128:**

8 Responding party objects to this Document Request because; individually, and in aggregate
9 with the other requests made herein and previously propounded, this request fails to meet the
10 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
11 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
12 contained herein and previously propounded; it seeks documents that are already in requesting party's
13 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
14 client privilege and/or attorney work product doctrine; it calls for the production of documents that
15 are not relevant to this issues presented; and it purports to require responding party to disclose
16 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
17 is privileged or protected by rights of privacy regarding financial information and tax records of
18 responding party and/or third parties.

19 **REQUEST NO. 129:**

20 Please produce all communications between you and any other Defendant.

21 **RESPONSE TO REQUEST NO. 129:**

22 Responding party objects to this Document Request because; individually, and in aggregate
23 with the other requests made herein and previously propounded, this request fails to meet the
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
26 contained herein and previously propounded; it seeks documents that are already in requesting party's
27 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
28

1 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
2 is privileged or protected by rights of privacy regarding financial information and tax records of
3 responding party and/or third parties.

4 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party will
5 produce additional non-privileged documents that are responsive to this request and relevant to the
6 issue of the number of investors and potential investors that were “in the pipeline” on dates such
7 representations were made. See documents A-001426-001431.

8 **REQUEST NO. 133:**

9 Please provide all documents related to any and all financial accounts at Bank of Hope
10 pertaining to Linda Stanwood and/or for which Linda Stanwood is the beneficiary, signatory, and/or
11 account holder, for the time period beginning March 2012 to the present date.

12 **RESPONSE TO REQUEST NO. 133:**

13 Responding party objects to this Document Request because; individually, and in aggregate
14 with the other requests made herein and previously propounded, this request fails to meet the
15 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
16 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
17 contained herein and previously propounded; it seeks documents that are already in requesting party’s
18 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
19 client privilege and/or attorney work product doctrine; it calls for the production of documents that
20 are not relevant to this issues presented; and it purports to require responding party to disclose
21 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
22 is privileged or protected by rights of privacy regarding financial information and tax records of
23 responding party and/or third parties.

24 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving said objections,
25 Responding Party does not have any documents responsive to this request that are not privileged.
26

27 //

28 //

1 **REQUEST NO. 134:**

2 Please provide all documents related to any and all financial accounts at Signature Bank
3 pertaining to Linda Stanwood and/or for which Linda Stanwood is the beneficiary, signatory, and/or
4 account holder, for the time period beginning March 2012 to the present date.

5 **RESPONSE TO REQUEST NO. 134:**

6 Responding party objects to this Document Request because; individually, and in aggregate
7 with the other requests made herein and previously propounded, this request fails to meet the
8 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
9 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
10 contained herein and previously propounded; it seeks documents that are already in requesting party's
11 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
12 client privilege and/or attorney work product doctrine; it calls for the production of documents that
13 are not relevant to this issues presented; and it purports to require responding party to disclose
14 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
15 is privileged or protected by rights of privacy regarding financial information and tax records of
16 responding party and/or third parties.

17 **REQUEST NO. 135:**

18 Please provide all documents related to any and all financial accounts at Wells Fargo Bank
19 pertaining to Linda Stanwood and/or for which Linda Stanwood is the beneficiary, signatory, and/or
20 account holder, for the time period beginning March 2012 to the present date.

21 **RESPONSE TO REQUEST NO. 135:**

22 Responding party objects to this Document Request because; individually, and in aggregate
23 with the other requests made herein and previously propounded, this request fails to meet the
24 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
25 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
26 contained herein and previously propounded; it seeks documents that are already in requesting party's
27 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
28

1 client privilege and/or attorney work product doctrine; it calls for the production of documents that
2 are not relevant to this issues presented; and it purports to require responding party to disclose
3 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
4 is privileged or protected by rights of privacy regarding financial information and tax records of
5 responding party and/or third parties.

6 **REQUEST NO. 136:**

7 Please provide all documents related to any and all financial accounts at Open Bank pertaining
8 to Linda Stanwood and/or for which Linda Stanwood is the beneficiary, signatory, and/or account
9 holder, for the time period beginning March 2012 to the present date.

10 **RESPONSE TO REQUEST NO. 136:**

11 Responding party objects to this Document Request because; individually, and in aggregate
12 with the other requests made herein and previously propounded, this request fails to meet the
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
15 contained herein and previously propounded; it seeks documents that are already in requesting party's
16 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
17 client privilege and/or attorney work product doctrine; it calls for the production of documents that
18 are not relevant to this issues presented; and it purports to require responding party to disclose
19 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
20 is privileged or protected by rights of privacy regarding financial information and tax records of
21 responding party and/or third parties.

22 **REQUEST NO. 137:**

23 Please provide an accounting of all funds you have received from Front Sight. Said accounting
24 must include all money received from Plaintiff by you, how all funds were spent, identification of who
25 received any portion of the funds, and any and all documentation to support payments made or funds
26 spent.
27

1 **RESPONSE TO REQUEST NO. 137:**

2 Responding party objects to this Document Request because; individually, and in aggregate
3 with the other requests made herein and previously propounded, this request fails to meet the
4 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
5 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
6 contained herein and previously propounded; it seeks documents that are already in requesting party's
7 possession or equally accessible to the requesting party; it seeks information protected by the attorney-
8 client privilege and/or attorney work product doctrine; it calls for the production of documents that
9 are not relevant to this issues presented; and it purports to require responding party to disclose
10 information that is a trade secret, confidential, proprietary, commercially sensitive, or information that
11 is privileged or protected by rights of privacy regarding financial information and tax records of
12 responding party and/or third parties.

13
14 Dated: April 13, 2020

FARMER CASE & FEDOR

15
16 /s/ Kathryn Holbert

17
18 ANTHONY T. CASE, ESQ.
19 Nevada Bar No. 6589
20 tcase@farmercase.com
21 KATHRYN HOLBERT, ESQ.
22 Nevada Bar No. 10084
23 kholbert@farmercase.com
24 FARMER CASE & FEDOR
25 2190 E. Pebble Rd., Suite #205
26 Las Vegas, NV 89123
27 Telephone: (702) 579-3900
28 Facsimile: (702) 739-3001

C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
Keith.Greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
16855 West Bernardo Dr., STE 255
San Diego, California 92127

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Telephone: (858) 613-6677
Facsimile: (858) 613-6680

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

DEFENDANT LINDA STANWOOD’S SUPPLEMENTAL RESPONSES TO PLAINTIFF’S 3RD SET OF REQUESTS FOR PRODUCTION

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.
Catherine Hernandez, Esq.
ALDRICH LAW FIRM, LTD.
1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146
Attorneys for Plaintiff
FRONT SIGHT MANAGEMENT, LLC

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court’s electronic service list.

Dated: April 13, 2020

/s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

EXHIBIT Q

EXHIBIT Q

RRFP

ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

kholbert@farmercase.com

FARMER CASE & FEDOR

2190 E. Pebble Rd., Suite #205

Las Vegas, NV 89123

Telephone: (702) 579-3900

Facsimile: (702) 739-3001

C. Keith Greer, ESQ.

Admitted *pro hac vice*

keith.greer@greerlaw.biz

GREER AND ASSOCIATES, A PC

17150 Via Del Campo, Suite 100

San Diego, CA 92127

Telephone: (858) 613-6677

Facsimile: (858) 613-6680

Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

vs.

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

) CASE NO.: A-18-781084-B
) DEPT NO.: 16
)
) **DEFENDANT, EB5 IMPACT CAPITAL**
) **REGIONAL CENTER LLC'S**
) **SUPPLEMENTAL RESPONSES TO**
) **PLAINTIFF'S THIRD SET OF REQUESTS**
) **FOR PRODUCTION OF DOCUMENTS**

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

5 Defendants.)

6 LAS VEGAS DEVELOPMENT FUND LLC,)

7 Counterclaimant,)

8 vs.)

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

22 Counterdefendants.)

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

24 **RESPONDING PARTY: Defendant, EB5 IMPACT CAPITAL REGIONAL**
25 **CENTER LLC**

26 **SET NO: THREE**

27 **GENERAL OBJECTIONS**

28 Defendant, EB5 IMPACT CAPITAL REGIONAL CENTER LLC, ("Responding Party" or
"Defendant"), makes the following general objections, whether or not separately set forth in
response to each document demand, to each and every definition and document demand in the
Request for Production of Documents (Set No. Three of Plaintiff ("Propounding party")):

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

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

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

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

25 5. Responding Party reserves the right to condition the production of documents
26 containing confidential or proprietary information or trade secrets on the Court's issuance of a
27 confidentiality or protective order governing the disclosure of any such information.
28

1 6. The production of any documents or information by Responding Party is made
2 without waiver, and with preservation, of any privilege or protection against disclosure afforded to
3 documents containing confidential or proprietary information or trade secrets.

4 7. Responding Party objects to the requests to the extent that they would require
5 Responding Party to produce documents or information covered by confidentiality agreements with
6 others, or that would require Responding Party to violate the privacy interests of others.

7 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

8 **REQUEST NO. 89:**

9 Please provide copies of all documents which support or relate to the truthfulness of the
10 representations made to Front Sight that Defendant Dziubla and his associates “have great depth of
11 experience in the real estate and real estate financing market, and I personally have been involved in
12 over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner,
13 operator, investment banker, and lawyer,” as set forth in Evidentiary Hearing Exhibit 2, April 7, 2015
14 Email from Robert Dziubla to Mike Meacher, p. 0004.

15 **RESPONSE TO REQUEST NO. 89:**

16 Responding party objects to this Document Request because; individually, and in aggregate
17 with the other requests made herein and previously propounded, this request fails to meet the
18 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
19 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
20 contained herein and previously propounded; it seeks documents that are already in requesting
21 party’s possession or equally accessible to the requesting party; it seeks information protected by the
22 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
23 documents that are not relevant to this issues presented; and it purports to require responding party
24 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
25 information that is privileged or protected by rights of privacy regarding financial information and
26 tax records of responding party and/or third parties.
27

28

1 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
2 information that is privileged or protected by rights of privacy regarding financial information and
3 tax records of responding party and/or third parties.

4 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents
5 responsive to this request, and then meet and confer with demanding party regarding further
6 responses and production. See documents A-0021675-021679.

7 **REQUEST NO. 108:**

8 Please provide copies of all documents which support, refute, or relate to each and every
9 Affirmative Defense you raised in Defendants' Answer to the Second Amended Complaint.

10 **RESPONSE TO REQUEST NO. 108:**

11 Responding party objects to this Document Request because; individually, and in aggregate
12 with the other requests made herein and previously propounded, this request fails to meet the
13 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
14 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
15 contained herein and previously propounded; it seeks documents that are already in requesting
16 party's possession or equally accessible to the requesting party; it seeks information protected by the
17 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
18 documents that are not relevant to this issues presented; and it purports to require responding party
19 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
20 information that is privileged or protected by rights of privacy regarding financial information and
21 tax records of responding party and/or third parties.

22 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving the previously asserted
23 objections, Responding Party will produce all non-privileged documents that are responsive to this
24 request. See documents A-00001-021674.

25 **REQUEST NO. 109:**

26 Please provide copies of all documents which show or relate to each and every payment and/or
27 transfer of money or property made by Plaintiff to you from 2012 to the present, including documents
28

1 that show where or how that money or property was used after you received it.

2 **RESPONSE TO REQUEST NO. 109:**

3 Responding party objects to this Document Request because; individually, and in aggregate
4 with the other requests made herein and previously propounded, this request fails to meet the
5 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
6 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
7 contained herein and previously propounded; it seeks documents that are already in requesting
8 party's possession or equally accessible to the requesting party; it seeks information protected by the
9 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
10 documents that are not relevant to this issues presented; and it purports to require responding party
11 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
12 information that is privileged or protected by rights of privacy regarding financial information and
13 tax records of responding party and/or third parties.

14 **REQUEST NO. 110:**

15 Please provide copies of all documents which show or relate to each and every payment and/or
16 transfer of money or property made by you to any other Defendant in this matter, or entity controlled
17 by any other Defendant in this matter, from 2012 to the present. This includes, but is not limited to,
18 documentation related to any reimbursement, salary, or equity distribution from you to any other
19 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter.

20 **RESPONSE TO REQUEST NO. 110:**

21 Responding party objects to this Document Request because; individually, and in aggregate
22 with the other requests made herein and previously propounded, this request fails to meet the
23 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
24 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
25 contained herein and previously propounded; it seeks documents that are already in requesting
26 party's possession or equally accessible to the requesting party; it seeks information protected by the
27 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
28

1 documents that are not relevant to this issues presented; and it purports to require responding party
2 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
3 information that is privileged or protected by rights of privacy regarding financial information and
4 tax records of responding party and/or third parties.

5 **REQUEST NO. 111:**

6 Please provide copies of all documents which show or relate to each and every financial
7 transaction and/or transfer of money or property made by you to any other Defendant from 2012 to
8 the present.

9 **RESPONSE TO REQUEST NO. 111:**

10 Responding party objects to this Document Request because; individually, and in aggregate
11 with the other requests made herein and previously propounded, this request fails to meet the
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
14 contained herein and previously propounded; it seeks documents that are already in requesting
15 party's possession or equally accessible to the requesting party; it seeks information protected by the
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
17 documents that are not relevant to this issues presented; and it purports to require responding party
18 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
19 information that is privileged or protected by rights of privacy regarding financial information and
20 tax records of responding party and/or third parties.

21 **REQUEST NO. 112:**

22 Please provide copies of all documents which show or relate to each and every financial
23 transaction and/or transfer of money or property made to you by any other Defendant from 2012 to
24 the present.

25 **RESPONSE TO REQUEST NO. 112:**

26 Responding party objects to this Document Request because; individually, and in aggregate
27 with the other requests made herein and previously propounded, this request fails to meet the
28

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
3 contained herein and previously propounded; it seeks documents that are already in requesting
4 party's possession or equally accessible to the requesting party; it seeks information protected by the
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
6 documents that are not relevant to this issues presented; and it purports to require responding party
7 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
8 information that is privileged or protected by rights of privacy regarding financial information and
9 tax records of responding party and/or third parties.

10 **REQUEST NO. 113:**

11 Please provide copies of all documents which support, refute, or in any way relate to each and
12 every payment and/or transfer of money or property made to you by any foreign or immigrant investor
13 from 2012 to the present.

14 **RESPONSE TO REQUEST NO. 113:**

15 Responding party objects to this Document Request because; individually, and in aggregate
16 with the other requests made herein and previously propounded, this request fails to meet the
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
19 contained herein and previously propounded; it seeks documents that are already in requesting
20 party's possession or equally accessible to the requesting party; it seeks information protected by the
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
22 documents that are not relevant to this issues presented; and it purports to require responding party
23 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
24 information that is privileged or protected by rights of privacy regarding financial information and
25 tax records of responding party and/or third parties.

26 //

27 //

1 **REQUEST NO. 114:**

2 Please provide copies of all documents which identify or contain the details of each and every
3 EB-5 investor and/or investment transaction related to the Front Sight project, including but not
4 limited to the identity of the person or entity involved, the address of the person or entity investing,
5 the country of origin of the person or entity investing, the contact information for the agent of the EB-
6 5 investor, the date of the transaction, the amount of the investment, the source of the funds for the
7 investment, the current immigration status of the EB-5 investor, and the current status of the
8 investment.

9 **RESPONSE TO REQUEST NO. 114:**

10 Responding party objects to this Document Request because; individually, and in aggregate
11 with the other requests made herein and previously propounded, this request fails to meet the
12 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
13 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
14 contained herein and previously propounded; it seeks documents that are already in requesting
15 party's possession or equally accessible to the requesting party; it seeks information protected by the
16 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
17 documents that are not relevant to this issues presented; and it purports to require responding party
18 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
19 information that is privileged or protected by rights of privacy regarding financial information and
20 tax records of responding party and/or third parties.

21
22 **SUPPLEMENTAL RESPONSE:** Responding party will identify the scope of documents
23 responsive to this request, and then meet and confer with demanding party regarding further
24 responses and production. See documents A-015270-018192.

25 **REQUEST NO. 115:**

26 Please provide copies of all documents which demonstrate each and every representation you
27 have made to any potential EB-5 investor of the Front Sight project, or agent of any potential EB-5
28 investor, including representations prior to investment and updates since investment.

1 information that is privileged or protected by rights of privacy regarding financial information and
2 tax records of responding party and/or third parties.

3 **REQUEST NO. 120:**

4 Please produce a copy of all bank account statements, from each and every bank account's
5 initial opening date to the present time, for all account(s) used to hold the 25% of the actual, potential,
6 or prospective EB-5 investors' and/or EB-5 visa applicants' investments that was earmarked for
7 refunds in the event of a USCIS rejection of a particular investor's I-829 petition.

8 **RESPONSE TO REQUEST NO. 120:**

9 Responding party objects to this Document Request because; individually, and in aggregate
10 with the other requests made herein and previously propounded, this request fails to meet the
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
13 contained herein and previously propounded; it seeks documents that are already in requesting
14 party's possession or equally accessible to the requesting party; it seeks information protected by the
15 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
16 documents that are not relevant to this issues presented; and it purports to require responding party
17 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
18 information that is privileged or protected by rights of privacy regarding financial information and
19 tax records of responding party and/or third parties.
20

21 **REQUEST NO. 121:**

22 Please produce a copy of all bank account statements, from each and every bank account's
23 initial opening date to the present time, for all account(s) used to receive, house, and/or distribute the
24 money from the actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

25 **RESPONSE TO REQUEST NO. 121:**

26 Responding party objects to this Document Request because; individually, and in aggregate
27 with the other requests made herein and previously propounded, this request fails to meet the
28 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
2 contained herein and previously propounded; it seeks documents that are already in requesting
3 party's possession or equally accessible to the requesting party; it seeks information protected by the
4 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
5 documents that are not relevant to this issues presented; and it purports to require responding party
6 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
7 information that is privileged or protected by rights of privacy regarding financial information and
8 tax records of responding party and/or third parties.

9 **REQUEST NO. 122:**

10 Please produce a copy of all manuals, operating procedures, memoranda, circulars,
11 announcements, emails, and/or other documents that establish, govern, amend, or otherwise control
12 EB5IC's receipt, handling, control, utilization, and/or distribution of the money received from the
13 actual, potential, or prospective EB-5 investors and/or EB-5 visa applicants.

14 **RESPONSE TO REQUEST NO. 122:**

15 Responding party objects to this Document Request because; individually, and in aggregate
16 with the other requests made herein and previously propounded, this request fails to meet the
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
19 contained herein and previously propounded; it seeks documents that are already in requesting
20 party's possession or equally accessible to the requesting party; it seeks information protected by the
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
22 documents that are not relevant to this issues presented; and it purports to require responding party
23 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
24 information that is privileged or protected by rights of privacy regarding financial information and
25 tax records of responding party and/or third parties.

26 //

27 //

1 documents that are not relevant to this issues presented; and it purports to require responding party
2 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
3 information that is privileged or protected by rights of privacy regarding financial information and
4 tax records of responding party and/or third parties.

5 **SUPPLEMENTAL RESPONSE:** Responding Party will produce additional non-privileged
6 documents that are responsive to this request to the extent they exist. See document number A-
7 010330-010417; A-015270-018192.

8 **REQUEST NO. 130:**

9 Please provide all documents which relate to and/or account for any and all funds you have
10 received from Front Sight directly or which you know to originate from Front Sight, including all
11 money received by you from Plaintiff, how said funds were spent, identification of who received any
12 portion of the funds, and any and all documentation to support or justify payments made or funds
13 spent.

14 **RESPONSE TO REQUEST NO. 130:**

15 Responding party objects to this Document Request because; individually, and in aggregate
16 with the other requests made herein and previously propounded, this request fails to meet the
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
19 contained herein and previously propounded; it seeks documents that are already in requesting
20 party's possession or equally accessible to the requesting party; it seeks information protected by the
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
22 documents that are not relevant to this issues presented; and it purports to require responding party
23 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
24 information that is privileged or protected by rights of privacy regarding financial information and
25 tax records of responding party and/or third parties.

26 **REQUEST NO. 131:**

27 Please produce all communications between EB5IC and any other Defendant.
28

1 **REQUEST NO. 134:**

2 Please produce all communications between EB5IC and any agent and/or broker for any EB-
3 5 Investor.

4 **RESPONSE TO REQUEST NO. 134:**

5 Responding party objects to this Document Request because; individually, and in aggregate
6 with the other requests made herein and previously propounded, this request fails to meet the
7 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
8 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
9 contained herein and previously propounded; it seeks documents that are already in requesting
10 party's possession or equally accessible to the requesting party; it seeks information protected by the
11 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
12 documents that are not relevant to this issues presented; and it purports to require responding party
13 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
14 information that is privileged or protected by rights of privacy regarding financial information and
15 tax records of responding party and/or third parties.

16 **SUPPLEMENTAL RESPONSE:** To the extent such documents exist, responding party
17 will produce additional non-privileged documents that are responsive to this request and relevant to
18 the issue of the number of investors and potential investors that were "in the pipeline" on dates such
19 representations were made. See documents A-001426-001431.

20 **REQUEST NO. 135:**

21 Please provide all documents related to any and all financial accounts at Bank of Hope
22 pertaining to EB5 Impact Capital Regional Center LLC and/or for which EB5 Impact Capital Regional
23 Center LLC is the beneficiary, signatory, and/or account holder, for the time period beginning March
24 2012 to the present date.

25 **RESPONSE TO REQUEST NO. 135:**

26 Responding party objects to this Document Request because; individually, and in aggregate
27 with the other requests made herein and previously propounded, this request fails to meet the
28

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
3 contained herein and previously propounded; it seeks documents that are already in requesting
4 party's possession or equally accessible to the requesting party; it seeks information protected by the
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
6 documents that are not relevant to this issues presented; and it purports to require responding party
7 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
8 information that is privileged or protected by rights of privacy regarding financial information and
9 tax records of responding party and/or third parties.

10 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving said objections,
11 Responding Party does not have any documents responsive to this request that are not privileged.

12 **REQUEST NO. 136:**

13 Please provide all documents related to any and all financial accounts at Signature Bank
14 pertaining to EB5 Impact Capital Regional Center LLC and/or for which EB5 Impact Capital Regional
15 Center LLC is the beneficiary, signatory, and/or account holder, for the time period beginning March
16 2012 to the present date.

17 **RESPONSE TO REQUEST NO. 136:**

18 Responding party objects to this Document Request because; individually, and in aggregate
19 with the other requests made herein and previously propounded, this request fails to meet the
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
22 contained herein and previously propounded; it seeks documents that are already in requesting
23 party's possession or equally accessible to the requesting party; it seeks information protected by the
24 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
25 documents that are not relevant to this issues presented; and it purports to require responding party
26 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
27

28

1 information that is privileged or protected by rights of privacy regarding financial information and
2 tax records of responding party and/or third parties.

3 **REQUEST NO. 137:**

4 Please provide all documents related to any and all financial accounts at Wells Fargo Bank
5 pertaining to EB5 Impact Capital Regional Center LLC, including but not limited to Account No.
6 3871099804, and/or for which EB5 Impact Capital Regional Center LLC is the beneficiary, signatory,
7 and/or account holder, for the time period beginning in March 2012 to the present date.

8 **RESPONSE TO REQUEST NO. 137:**

9 Responding party objects to this Document Request because; individually, and in aggregate
10 with the other requests made herein and previously propounded, this request fails to meet the
11 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
12 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
13 contained herein and previously propounded; it seeks documents that are already in requesting
14 party's possession or equally accessible to the requesting party; it seeks information protected by the
15 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
16 documents that are not relevant to this issues presented; and it purports to require responding party
17 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
18 information that is privileged or protected by rights of privacy regarding financial information and
19 tax records of responding party and/or third parties.
20

21 **REQUEST NO. 138:**

22 Please provide all documents related to any and all financial accounts at Open Bank pertaining
23 to EB5 Impact Capital Regional Center LLC and/or for which EB5 Impact Capital Regional Center
24 LLC is the beneficiary, signatory, and/or account holder, for the time period beginning March 2012
25 to the present date.

26 **RESPONSE TO REQUEST NO. 138:**

27 Responding party objects to this Document Request because; individually, and in aggregate
28 with the other requests made herein and previously propounded, this request fails to meet the

1 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
2 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
3 contained herein and previously propounded; it seeks documents that are already in requesting
4 party's possession or equally accessible to the requesting party; it seeks information protected by the
5 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
6 documents that are not relevant to this issues presented; and it purports to require responding party
7 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
8 information that is privileged or protected by rights of privacy regarding financial information and
9 tax records of responding party and/or third parties.

10 **REQUEST NO. 139:**

11 Please provide copies of any and all documents which support or relate to the truthfulness of
12 the representations made by Robert Dziubla to Front Sight that "With regard to your question about
13 the San Diego Hyatt deal, the EB5 funding was proceeding well, as we had many millions of dollars
14 in escrow with another 95 investors (\$47.5m) slated to fund by September 30," as set forth in
15 Evidentiary Hearing Exhibit 9, June 29, 2014 Email from Robert Dziubla to Mike Meacher (copied
16 to Jon Fleming and Sean Flynn), p. 0036.

17 **RESPONSE TO REQUEST NO. 139:**

18 Responding party objects to this Document Request because; individually, and in aggregate
19 with the other requests made herein and previously propounded, this request fails to meet the
20 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
21 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
22 contained herein and previously propounded; it seeks documents that are already in requesting
23 party's possession or equally accessible to the requesting party; it seeks information protected by the
24 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
25 documents that are not relevant to this issues presented; and it purports to require responding party
26 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
27

1 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
2 contained herein and previously propounded; it seeks documents that are already in requesting
3 party's possession or equally accessible to the requesting party; it seeks information protected by the
4 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
5 documents that are not relevant to this issues presented; and it purports to require responding party
6 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
7 information that is privileged or protected by rights of privacy regarding financial information and
8 tax records of responding party and/or third parties.

9 **REQUEST NO. 142:**

10 Please provide an accounting of all funds you have received from Front Sight. Said accounting
11 must include all money received from Plaintiff by you, how all funds were spent, identification of who
12 received any portion of the funds, and any and all documentation to support payments made or funds
13 spent.

14 **RESPONSE TO REQUEST NO. 142:**

15 Responding party objects to this Document Request because; individually, and in aggregate
16 with the other requests made herein and previously propounded, this request fails to meet the
17 proportionality requirements of proper discovery and thus is over burdensome and harassing; it is
18 compound as to issues and facts; it is vague and ambiguous; it is duplicative of other requests
19 contained herein and previously propounded; it seeks documents that are already in requesting
20 party's possession or equally accessible to the requesting party; it seeks information protected by the
21 attorney-client privilege and/or attorney work product doctrine; it calls for the production of
22 documents that are not relevant to this issues presented; and it purports to require responding party
23 to disclose information that is a trade secret, confidential, proprietary, commercially sensitive, or
24 information that is privileged or protected by rights of privacy regarding financial information and
25 tax records of responding party and/or third parties.

26 //

27 //

1 Dated: April 13, 2020

FARMER CASE & FEDOR

2
3 /s/ Kathryn Holbert

4 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

5 tcase@farmercase.com

6 KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

7 kholbert@farmercase.com

FARMER CASE & FEDOR

8 2190 E. Pebble Rd., Suite #205

9 Las Vegas, NV 89123

Telephone: (702) 579-3900

10 Facsimile: (702) 739-3001

11 C. KEITH GREER, ESQ.

12 Cal. Bar. No. 135537 (Pro Hac Vice)

Keith.Greer@greerlaw.biz

13 GREER & ASSOCIATES, A.P.C.

14 16855 West Bernardo Dr., STE 255

San Diego, California 92127

15 Telephone: (858) 613-6677

16 Facsimile: (858) 613-6680

17 Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC.

18 EB5 IMPACT CAPITAL REGIONAL CENTER,

19 LLC, EB6 IMPACT ADVISORS, LLC, ROBERT

W. DZIUBLA, JON FLEMING and LINDA

20 STANWOOD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT EB5 IMPACT CAPITAL REGIONAL CENTER, LLC'S
SUPPLEMENTAL RESPONSES TO PLAINTIFF'S 3RD SET OF REQUESTS FOR
PRODUCTION**

to be served on the following individuals/entities, in the following manner,

John P. Aldrich, Esq.
Catherine Hernandez, Esq.
ALDRICH LAW FIRM, LTD.
1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146
Attorneys for Plaintiff
FRONT SIGHT MANAGEMENT, LLC

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

U.S. MAIL: I deposited a true and correct copy of said document(s) in a sealed, postage prepaid envelope, in the United States Mail, to those parties and/or above named individuals which were not on the Court's electronic service list.

Dated: April 13, 2020

/s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

EXHIBIT R

EXHIBIT R

RRFP

ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

kholbert@farmercase.com

FARMER CASE & FEDOR

2190 E. Pebble Rd., Suite #205

Las Vegas, NV 89123

Telephone: (702) 579-3900

Facsimile: (702) 739-3001

C. Keith Greer, ESQ.

Admitted *pro hac vice*

keith.greer@greerlaw.biz

GREER AND ASSOCIATES, A PC

17150 Via Del Campo, Suite 100

San Diego, CA 92127

Telephone: (858) 613-6677

Facsimile: (858) 613-6680

Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,)

vs.)

LAS VEGAS DEVELOPMENT FUND LLC, a)
Nevada Limited Liability Company, et al.)

Defendants.)

AND ALL RELATED COUNTERCLAIMS.)

CASE NO.: A-18-781084-B

) DEPT NO.: 16

) **DEFENDANT, LVDF'S RESPONSES**
) **TO PLAINTIFF'S FIRST SET OF**
) **INTERROGATORIES**

///
///

///

///

1
2 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**
3 **RESPONDING PARTY: Defendant, LAS VEGAS DEVELOPMENT FUND, LLC**
4 **SET NO: ONE**

5 **GENERAL OBJECTIONS**

6 Defendant, LAS VEGAS DEVELOPMENT FUND, LLC, ("Responding Party" or
7 "Defendant"), makes the following general objections, whether or not separately set forth in response
8 to each interrogatory, to each and every definition and document demand in the Interrogatories (Set
9 No. 1 of Plaintiff ("Propounding party")):

10 1. Responding party objects to the requests generally, and to each and every individual
11 request specifically, to the extent that the requests seek information not currently in responding party's
12 possession, custody or control, or refers to persons, entities, or events not known to them, on the
13 grounds that such requests seek to require more of this defendant than any obligation imposed by law,
14 would subject responding party to unreasonable and undue annoyance, oppression, burden and
15 expense, and would seek to impose upon responding party an obligation to investigate information or
16 materials from third parties or persons which are equally accessible to propounding party.

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

23 3. Responding party objects to the requests generally, and to each and every individual
24 request specifically, to the extent that the requests seek documents or information which would invade
25 the protections afforded Responding party under the attorney client privilege and/or work product
26 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client
27 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected
28

1
2 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any
3 information withheld on the basis of such privilege will be identified on a privilege log.

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

7 5. The production of any documents or information by Responding Party is made without
8 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents
9 containing confidential or proprietary information or trade secrets.

10 6. Responding Party objects to the requests to the extent that they would require
11 Responding Party to produce documents or information covered by confidentiality agreements with
12 others, or that would require Responding Party to violate the privacy interests of others.

13 **RESPONSES TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Please state with particularity all facts and identify all documents relating to any and all
16 affirmative defenses asserted in your Answer to Second Amended Complaint. If you assert a privilege,
17 please provide a privilege log.

18 **RESPONSE TO INTERROGATORY NO. 1:**

19 Responding party objects to this Special Interrogatory because; individually, and in
20 aggregate with the other requests made herein and previously propounded, including elicited oral
21 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
22 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
23 is duplicative of other requests contained herein and previously propounded; it seeks documents that
24 are already in requesting party's possession or equally accessible to the requesting party; it seeks
25 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
26 purports to require responding party to disclose information that is a trade secret, confidential,
27 proprietary, commercially sensitive, or information that is privileged or protected by rights of
28

1
2 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
3 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
4 is duplicative of other requests contained herein and previously propounded; it seeks documents that
5 are already in requesting party's possession or equally accessible to the requesting party; it seeks
6 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
7 purports to require responding party to disclose information that is a trade secret, confidential,
8 proprietary, commercially sensitive, or information that is privileged or protected by rights of
9 privacy regarding financial information and tax records of responding party and/or third parties.

10 **INTERROGATORY NO. 4:**

11 Please state with particularity all facts and identify all documents which support or relate to
12 the truthfulness of the representations made to Front Sight that "... we don't make any money until we
13 have successfully raised the \$65m..." as set forth in Evidentiary Hearing Exhibit 3, p. 0007. If you
14 assert a privilege, please provide a privilege log.

15 **RESPONSE TO INTERROGATORY NO. 4:**

16 Responding party objects to this Special Interrogatory because; individually, and in
17 aggregate with the other requests made herein and previously propounded, including elicited oral
18 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
19 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
20 is duplicative of other requests contained herein and previously propounded; it seeks documents that
21 are already in requesting party's possession or equally accessible to the requesting party; it seeks
22 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
23 purports to require responding party to disclose information that is a trade secret, confidential,
24 proprietary, commercially sensitive, or information that is privileged or protected by rights of
25 privacy regarding financial information and tax records of responding party and/or third parties.

26 **INTERROGATORY NO. 5:**

27 Please state with particularity all facts and identify all documents which demonstrate or
28

1
2 relate to each and every payment, financial transaction, and/or transfer of money or property
3 made by you to any other Defendant in this matter, or entity controlled by any other Defendant in
4 this matter, from 2012 to the present. This includes, but is not limited to, facts and
5 documentation related to any reimbursement, salary, or equity distribution from you to any other
6 Defendant in this matter, or entity controlled by any other Defendant or entity in this matter. If
7 you assert a privilege, please provide a privilege log.

8 **RESPONSE TO INTERROGATORY NO. 5:**

9 Responding party objects to this Special Interrogatory because; individually, and in
10 aggregate with the other requests made herein and previously propounded, including elicited oral
11 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
12 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
13 is duplicative of other requests contained herein and previously propounded; it seeks documents that
14 are already in requesting party's possession or equally accessible to the requesting party; it seeks
15 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
16 purports to require responding party to disclose information that is a trade secret, confidential,
17 proprietary, commercially sensitive, or information that is privileged or protected by rights of
18 privacy regarding financial information and tax records of responding party and/or third parties.

19 **INTERROGATORY NO. 6:**

20 Please state with particularity all facts and identify all documents which demonstrate or
21 relate to each and every payment, financial transaction, and/or transfer of money or property
22 made to you by any other Defendant in this matter, or entity controlled by any other Defendant in
23 this matter, from 2012 to the present. This includes, but is not limited to, facts and documentation
24 related to any reimbursement, salary, or equity distribution to you from any other Defendant in this
25 matter, or entity controlled by any other Defendant or entity in this matter. If you assert a privilege,
26 please provide a privilege log
27

1
2 **RESPONSE TO INTERROGATORY NO. 6:**

3 Responding party objects to this Special Interrogatory because; individually, and in
4 aggregate with the other requests made herein and previously propounded, including elicited oral
5 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
6 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
7 is duplicative of other requests contained herein and previously propounded; it seeks documents that
8 are already in requesting party's possession or equally accessible to the requesting party; it seeks
9 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
10 purports to require responding party to disclose information that is a trade secret, confidential,
11 proprietary, commercially sensitive, or information that is privileged or protected by rights of
12 privacy regarding financial information and tax records of responding party and/or third parties.

13 **INTERROGATORY NO. 7:**

14 Please provide a list which identifies or contains the details of each and every EB-5
15 investor and/or investment transaction related to the Front Sight Project, including but not
16 limited to, the identity of the person or entity involved, the address of the person or entity
17 investing, the country of origin of the person or entity investing, the contact information for the
18 agent of the EB-5 investor, the date of the transaction or investment, the amount of the
19 investment, the source of the funds for the investment, the current immigration status of the EB-5
20 investor (including the status of the I-526 and/or I-829 petitions), and the current status of the
21 investment, and identify all documents relating to any investment described in this Interrogatory.
22 If you assert a privilege, please provide a privilege log.

23 **RESPONSE TO INTERROGATORY NO. 7:**

24 Responding party objects to this Special Interrogatory because; individually, and in
25 aggregate with the other requests made herein and previously propounded, including elicited oral
26 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
27 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
28

1
2 purports to require responding party to disclose information that is a trade secret, confidential,
3 proprietary, commercially sensitive, or information that is privileged or protected by rights of
4 privacy regarding financial information and tax records of responding party and/or third parties.

5 **INTERROGATORY NO. 16:**

6 Please state with particularity all facts and identify all documents which relate to or show
7 the names and other demographical information pertaining to Defendant LVDF's Class B
8 Member, as defined in LVDF's Operating Agreement dated March 26, 2014, and including but
9 not limited to the identity of the Class B Members, the address of the Class B Member, the
10 country of origin of the Class B Member, the contact information for the agent of the Class B
11 Member, the date of the transaction, the amount of the investment, the source of the funds for the
12 investment, the current immigration status of the Class B Member, and the current status of the
13 investment. If you assert a privilege, please provide a privilege log..

14 **RESPONSE TO INTERROGATORY NO. 16:**

15 Responding party objects to this Special Interrogatory because; individually, and in
16 aggregate with the other requests made herein and previously propounded, including elicited oral
17 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
18 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
19 is duplicative of other requests contained herein and previously propounded; it seeks documents that
20 are already in requesting party's possession or equally accessible to the requesting party; it seeks
21 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
22 purports to require responding party to disclose information that is a trade secret, confidential,
23 proprietary, commercially sensitive, or information that is privileged or protected by rights of
24 privacy regarding financial information and tax records of responding party and/or third parties.
25

26 **INTERROGATORY NO. 17:**

27 Please state with particularity all facts and identify all documents, writings, and/or
28 communications relating to Defendant LVDF's distributions and investment returns made to its Class

1
2 B Members, as defined in LVDF's Operating Agreement dated March 26, 2014, including the names
3 of Class B Members receiving said distributions and/or investment returns, and the date and amount
4 of said distribution and/or investment returns. If you assert a privilege, please provide a privilege log.

5 **RESPONSE TO INTERROGATORY NO. 17:**

6 Responding party objects to this Special Interrogatory because; individually, and in
7 aggregate with the other requests made herein and previously propounded, including elicited oral
8 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
9 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
10 is duplicative of other requests contained herein and previously propounded; it seeks documents that
11 are already in requesting party's possession or equally accessible to the requesting party; it seeks
12 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
13 purports to require responding party to disclose information that is a trade secret, confidential,
14 proprietary, commercially sensitive, or information that is privileged or protected by rights of
15 privacy regarding financial information and tax records of responding party and/or third parties.

16 **INTERROGATORY NO. 18:**

17 Please state with particularity all facts which relate to bank accounts, from each and every
18 bank account's initial opening date to the present time, for all account(s) used to hold back the 25%
19 of the actual, potential, or prospective EB-5 investors' and/or EB-5 visa applicants' investments that
20 was earmarked for refunds in the event of a USCIS rejection of a particular investor's I-829 petition,
21 and identify all documents related to the referenced bank accounts If you assert a privilege, please
22 provide a privilege log.

23 **RESPONSE TO INTERROGATORY NO. 18:**

24 Responding party objects to this Special Interrogatory because; individually, and in
25 aggregate with the other requests made herein and previously propounded, including elicited oral
26 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
27 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
28

1
2 is duplicative of other requests contained herein and previously propounded; it seeks documents that
3 are already in requesting party's possession or equally accessible to the requesting party; it seeks
4 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
5 purports to require responding party to disclose information that is a trade secret, confidential,
6 proprietary, commercially sensitive, or information that is privileged or protected by rights of
7 privacy regarding financial information and tax records of responding party and/or third parties.

8 **INTERROGATORY NO. 19:**

9 Please state with particularity all facts which relate to any bank accounts that any Defendant
10 used as an escrow account to receive, house, and/or distribute the money from the actual, potential, or
11 prospective EB-5 investors and/or EB-5 visa applicants, from each and every bank account's initial
12 opening date to the present time, and identify all documents related to the referenced bank accounts.

13 If you assert a privilege, please provide a privilege log.

14 **RESPONSE TO INTERROGATORY NO. 19:**

15 Responding party objects to this Special Interrogatory because; individually, and in
16 aggregate with the other requests made herein and previously propounded, including elicited oral
17 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
18 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
19 is duplicative of other requests contained herein and previously propounded; it seeks documents that
20 are already in requesting party's possession or equally accessible to the requesting party; it seeks
21 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
22 purports to require responding party to disclose information that is a trade secret, confidential,
23 proprietary, commercially sensitive, or information that is privileged or protected by rights of
24 privacy regarding financial information and tax records of responding party and/or third parties.

25 **INTERROGATORY NO. 20:**

26 Please state with particularity all facts and identify all documents relating to all manuals,
27 operating procedures, memoranda, circulars, announcements, emails, and/or other documents that
28

1
2 establish, govern, amend, or otherwise control LVDF's receipt, handling, control, utilization, and/or
3 distribution of the money you received from the actual, potential, or prospective EB-5 investors and/or
4 EB-5 visa applicants..

5 **RESPONSE TO INTERROGATORY NO. 20:**

6 Responding party objects to this Special Interrogatory because; individually, and in
7 aggregate with the other requests made herein and previously propounded, including elicited oral
8 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
9 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
10 is duplicative of other requests contained herein and previously propounded; it seeks documents that
11 are already in requesting party's possession or equally accessible to the requesting party; it seeks
12 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
13 purports to require responding party to disclose information that is a trade secret, confidential,
14 proprietary, commercially sensitive, or information that is privileged or protected by rights of
15 privacy regarding financial information and tax records of responding party and/or third parties.

16 **INTERROGATORY NO. 21:**

17 Please state with particularity all facts and identify all documents relating to, showing,
18 recording, and/or memorializing LVDF's distributions to Defendants Robert W. Dziubla, Jon
19 Fleming, Linda Stanwood, and any members of any member class (as defined in LVDF's Operating
20 Agreement) of LVDF who are not already parties to this lawsuit. If you assert a privilege, please
21 provide a privilege log.

22 **RESPONSE TO INTERROGATORY NO. 21:**

23 Responding party objects to this Special Interrogatory because; individually, and in
24 aggregate with the other requests made herein and previously propounded, including elicited oral
25 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
26 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
27 is duplicative of other requests contained herein and previously propounded; it seeks documents that
28

1
2 are already in requesting party's possession or equally accessible to the requesting party; it seeks
3 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
4 purports to require responding party to disclose information that is a trade secret, confidential,
5 proprietary, commercially sensitive, or information that is privileged or protected by rights of
6 privacy regarding financial information and tax records of responding party and/or third parties.

7 **INTERROGATORY NO. 22:**

8 Please state with particularity all facts which relate to and/or account for any and all
9 funds you have received from Front Sight directly, and/or that you know originated from Front
10 Sight, including all money received by you from Plaintiff, how said funds were spent,
11 identification of who received any portion of the funds, and identify all documents to support or
12 justify payments made or funds spent. If you assert a privilege, please provide a privilege log

13 **RESPONSE TO INTERROGATORY NO. 22:**

14 Responding party objects to this Special Interrogatory because; individually, and in
15 aggregate with the other requests made herein and previously propounded, including elicited oral
16 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
17 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
18 is duplicative of other requests contained herein and previously propounded; it seeks documents that
19 are already in requesting party's possession or equally accessible to the requesting party; it seeks
20 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
21 purports to require responding party to disclose information that is a trade secret, confidential,
22 proprietary, commercially sensitive, or information that is privileged or protected by rights of
23 privacy regarding financial information and tax records of responding party and/or third parties.

24 **INTERROGATORY NO. 23:**

25 Please state with particularity all facts and identify all documents which relate to LVDF's
26 allegation that Front Sight failed to comply with its performance obligations under the Construction
27 Loan Agreement Section 1.7(e) – Improper Use of Loan Proceeds, including all damages allegedly
28

1
2 suffered as a result of this alleged breach. If you assert a privilege, please provide a privilege log.

3 **RESPONSE TO INTERROGATORY NO. 23:**

4 Responding party objects to this Special Interrogatory because; individually, and in
5 aggregate with the other requests made herein and previously propounded, including elicited oral
6 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
7 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
8 is duplicative of other requests contained herein and previously propounded; it seeks documents that
9 are already in requesting party's possession or equally accessible to the requesting party; it seeks
10 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
11 purports to require responding party to disclose information that is a trade secret, confidential,
12 proprietary, commercially sensitive, or information that is privileged or protected by rights of
13 privacy regarding financial information and tax records of responding party and/or third parties.

14 **INTERROGATORY NO. 24:**

15 Please state with particularity all facts and identify all documents which relate to LVDF's
16 allegation that Front Sight failed to comply with its performance obligations under the
17 Construction Loan Agreement Section 3.2(b) – Failure to Provide Government Approved Plans,
18 including all damages allegedly suffered as a result of this alleged breach. If you assert a
19 privilege, please provide a privilege log.

20 **RESPONSE TO INTERROGATORY NO. 24:**

21 Responding party objects to this Special Interrogatory because; individually, and in
22 aggregate with the other requests made herein and previously propounded, including elicited oral
23 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
24 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
25 is duplicative of other requests contained herein and previously propounded; it seeks documents that
26 are already in requesting party's possession or equally accessible to the requesting party; it seeks
27 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
28

1
2 is duplicative of other requests contained herein and previously propounded; it seeks documents that
3 are already in requesting party's possession or equally accessible to the requesting party; it seeks
4 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
5 purports to require responding party to disclose information that is a trade secret, confidential,
6 proprietary, commercially sensitive, or information that is privileged or protected by rights of
7 privacy regarding financial information and tax records of responding party and/or third parties.

8 **INTERROGATORY NO. 36:**

9 Identify and describe in detail all policies and/or procedures related to the operation of
10 this entity.

11 **RESPONSE TO INTERROGATORY NO. 36:**

12 Responding party objects to this Special Interrogatory because; individually, and in
13 aggregate with the other requests made herein and previously propounded, including elicited oral
14 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
15 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
16 is duplicative of other requests contained herein and previously propounded; it seeks documents that
17 are already in requesting party's possession or equally accessible to the requesting party; it seeks
18 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
19 purports to require responding party to disclose information that is a trade secret, confidential,
20 proprietary, commercially sensitive, or information that is privileged or protected by rights of
21 privacy regarding financial information and tax records of responding party and/or third parties.

22 March 5, 2020

FARMER CASE & FEDOR

23
24 /s/ Kathryn Holbert

25 ANTHONY T. CASE, ESQ.
26 Nevada Bar No. 6589
27 tcase@farmercase.com
28 KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

kholbert@farmercase.com
FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001

C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
Keith.Greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
16855 West Bernardo Dr., STE 255
San Diego, California 92127
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCF 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, LVDF’S, RESPONSES
TO PLAINTIFF’S FIRST SET OF INTERROGATORIES**

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff
Catherine Hernandez, Esq.
ALDRICH LAW FIRM, LTD.
1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146**

**Attorneys for
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

FARMER, CASE & FEDOR

/s/ Kathryn Holbert
Kathryn Holbert
An Employee

EXHIBIT S

EXHIBIT S

1 **RRFP**

2 ANTHONY T. CASE, ESQ.

3 Nevada Bar No. 6589

4 tcase@farmercase.com

5 KATHRYN HOLBERT, ESQ.

6 Nevada Bar No. 10084

7 kholbert@farmercase.com

8 **FARMER CASE & FEDOR**

9 2190 E. Pebble Rd., Suite #205

10 Las Vegas, NV 89123

11 Telephone: (702) 579-3900

12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.

14 Admitted *pro hac vice*

15 keith.greer@greerlaw.biz

16 **GREER AND ASSOCIATES, A PC**

17 17150 Via Del Campo, Suite 100

18 San Diego, CA 92127

19 Telephone: (858) 613-6677

20 Facsimile: (858) 613-6680

21 Attorneys for Defendants

22 LAS VEGAS DEVELOPMENT FUND LLC, EB5

23 IMPACT CAPITAL REGIONAL CENTER LLC,

24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a Nevada) CASE NO.: A-18-781084-B

29 Limited Liability Company,) DEPT NO.: 16

30 Plaintiff,)

31 vs.)

32 LAS VEGAS DEVELOPMENT FUND LLC, a)

33 Nevada Limited Liability Company, et al.)

34 Defendants.)

35 AND ALL RELATED COUNTERCLAIMS.)

36 ///

37 ///

38 ///

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

2 **RESPONDING PARTY: Defendant, ROBERT W. DZUIBLA**

3 **SET NO: ONE**

4 **GENERAL OBJECTIONS**

5 Defendant, ROBERT W. DZUIBLA, ("Responding Party" or "Defendant"), makes the
6 following general objections, whether or not separately set forth in response to each document
7 demand, to each and every definition and document demand in the Interrogatories (Set No. 1 of
8 Plaintiff ("Propounding party")):

9 1. Responding party objects to the requests generally, and to each and every individual
10 request specifically, to the extent that the requests seek documents not currently in responding party's
11 possession, custody or control, or refers to persons, entities, or events not known to them, on the
12 grounds that such requests seek to require more of this defendant than any obligation imposed by law,
13 would subject responding party to unreasonable and undue annoyance, oppression, burden and
14 expense, and would seek to impose upon responding party an obligation to investigate information or
15 materials from third parties or persons which are equally accessible to propounding party.

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

22 3. Responding party objects to the requests generally, and to each and every individual
23 request specifically, to the extent that the requests seek documents or information which would invade
24 the protections afforded Responding party under the attorney client privilege and/or work product
25 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client
26 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected
27 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any
28

1 information withheld on the basis of such privilege will be identified on a privilege log.

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

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

8 6. The production of any documents or information by Responding Party is made without
9 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents
10 containing confidential or proprietary information or trade secrets.

11 7. Responding Party objects to the requests to the extent that they would require
12 Responding Party to produce documents or information covered by confidentiality agreements with
13 others, or that would require Responding Party to violate the privacy interests of others.

14
15 **RESPONSES TO INTERROGATORIES**

16 **INTERROGATORY NO. 1:**

17 Please identify each and every document utilized, relied upon, or referred to in formulating the
18 answers to these Interrogatories. If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 1:**

20 Responding party objects to this Special Interrogatory because; individually, and in
21 aggregate with the other requests made herein and previously propounded, including elicited oral
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that
25 are already in requesting party's possession or equally accessible to the requesting party; it seeks
26 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
27 purports to require responding party to disclose information that is a trade secret, confidential,
28

1 **INTERROGATORY NO. 13:**

2 Please state with particularity all facts and identify all documents which demonstrate or relate
3 to each and every payment, financial transaction, and/or transfer of money or property made by you
4 to any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from
5 2012 to the present. This includes, but is not limited to, facts and documentation related to any
6 reimbursement, salary, or equity distribution from you to any other Defendant in this matter, or entity
7 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a
8 privilege log.
9

10 **RESPONSE TO INTERROGATORY NO. 13:**

11 Responding party objects to this Special Interrogatory because; individually, and in
12 aggregate with the other requests made herein and previously propounded, including elicited oral
13 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
14 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
15 is duplicative of other requests contained herein and previously propounded; it seeks documents that
16 are already in requesting party's possession or equally accessible to the requesting party; it seeks
17 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
18 purports to require responding party to disclose information that is a trade secret, confidential,
19 proprietary, commercially sensitive, or information that is privileged or protected by rights of
20 privacy regarding financial information and tax records of responding party and/or third parties.
21

22 **INTERROGATORY NO. 14:**

23 Please state with particularity all facts and identify all documents which demonstrate or relate
24 to each and every payment, financial transaction, and/or transfer of money or property made to you
25 by any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from
26 2012 to the present. This includes, but is not limited to, facts and documentation related to any
27 reimbursement, salary, or equity distribution to you from any other Defendant in this matter, or entity
28 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a
privilege log.

1 **RESPONSE TO INTERROGATORY NO. 14:**

2 Responding party objects to this Special Interrogatory because; individually, and in
3 aggregate with the other requests made herein and previously propounded, including elicited oral
4 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
5 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
6 is duplicative of other requests contained herein and previously propounded; it seeks documents that
7 are already in requesting party's possession or equally accessible to the requesting party; it seeks
8 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
9 purports to require responding party to disclose information that is a trade secret, confidential,
10 proprietary, commercially sensitive, or information that is privileged or protected by rights of
11 privacy regarding financial information and tax records of responding party and/or third parties.
12

13 **INTERROGATORY NO. 15:**

14 Please state with particularity all facts and identify all documents which relate to
15 communications between you and Kathryn Holbert, Esq., in her capacity as prospective and/or actual
16 substitute trustee under the Construction Deed of Trust, Security Agreement, Assignment of Leases
17 and Rents and Fixture Filing (recorded on Oct. 13, 2016, as Document #860867 in the Nye County
18 Official Records). If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 15:**

20 Responding party objects to this Special Interrogatory because; individually, and in
21 aggregate with the other requests made herein and previously propounded, including elicited oral
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that
25 are already in requesting party's possession or equally accessible to the requesting party; it seeks
26 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
27 purports to require responding party to disclose information that is a trade secret, confidential,
28

1 proprietary, commercially sensitive, or information that is privileged or protected by rights of
2 privacy regarding financial information and tax records of responding party and/or third parties.

3 **INTERROGATORY NO. 16:**

4 Please state with particularity all facts which relate to and/or account for any and all funds you
5 (or any entity you control) have received from Front Sight directly, and/or that you know originated
6 from Front Sight, including all money received by you from Plaintiff, how said funds were spent,
7 identification of who received any portion of the funds, and identify all documents to support or justify
8 payments made or funds spent. If you assert a privilege, please provide a privilege log.

9 **RESPONSE TO INTERROGATORY NO. 16:**

10 Responding party objects to this Special Interrogatory because; individually, and in
11 aggregate with the other requests made herein and previously propounded, including elicited oral
12 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
13 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
14 is duplicative of other requests contained herein and previously propounded; it seeks documents that
15 are already in requesting party's possession or equally accessible to the requesting party; it seeks
16 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
17 purports to require responding party to disclose information that is a trade secret, confidential,
18 proprietary, commercially sensitive, or information that is privileged or protected by rights of
19 privacy regarding financial information and tax records of responding party and/or third parties.

20 **INTERROGATORY NO. 17:**

21 Please state with particularity all facts and identify all documents which relate to your
22 communications with Professor Sean Flynn related to any economic study he has prepared related to
23 the Front Sight Project or the San Diego Hyatt project, including any and all documents provided by
24 you to Professor Flynn for either study. If you assert a privilege, please provide a privilege log.

25 **RESPONSE TO INTERROGATORY NO. 17:**

26 Responding party objects to this Special Interrogatory because; individually, and in
27 aggregate with the other requests made herein and previously propounded, including elicited oral
28

1 representations prior to investment and updates since investment. If you assert a privilege, please
2 provide a privilege log

3 **RESPONSE TO INTERROGATORY NO. 19:**

4 Responding party objects to this Special Interrogatory because; individually, and in
5 aggregate with the other requests made herein and previously propounded, including elicited oral
6 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
7 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
8 is duplicative of other requests contained herein and previously propounded; it seeks documents that
9 are already in requesting party's possession or equally accessible to the requesting party; it seeks
10 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
11 purports to require responding party to disclose information that is a trade secret, confidential,
12 proprietary, commercially sensitive, or information that is privileged or protected by rights of
13 privacy regarding financial information and tax records of responding party and/or third parties.
14

15 **INTERROGATORY NO. 20:**

16 Please identify any and all financial accounts at Bank of Hope, Signature Bank, Wells Fargo
17 Bank, or Open Bank pertaining to you and/or for which you are the beneficiary, signatory, and/or
18 account holder, for the time period beginning March 2012 to the present date, and identify all
19 documents which relate to said accounts. If you assert a privilege, please provide a privilege log.

20 **RESPONSE TO INTERROGATORY NO. 20:**

21 Responding party objects to this Special Interrogatory because; individually, and in
22 aggregate with the other requests made herein and previously propounded, including elicited oral
23 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
24 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
25 is duplicative of other requests contained herein and previously propounded; it seeks documents that
26 are already in requesting party's possession or equally accessible to the requesting party; it seeks
27 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
28 purports to require responding party to disclose information that is a trade secret, confidential,

1 proprietary, commercially sensitive, or information that is privileged or protected by rights of
2 privacy regarding financial information and tax records of responding party and/or third parties.

3 **INTERROGATORY NO. 21:**

4 Please state with particularity all facts and identify all documents which relate to or support
5 the representation made by you during the evidentiary hearing on June 3, 2019 and LVDF's counsel,
6 Keith Greer, Esq., at the hearing on October 23, 2019 that LVDF has approximately \$1.5 million ready
7 to be disbursed to Front Sight. (See Evid. Hrg. Tr. p. 156, l. 2 – p. 157, l. 25.) If you assert a privilege,
8 please provide a privilege log

9 **RESPONSE TO INTERROGATORY NO. 21:**

10 Responding party objects to this Special Interrogatory because; individually, and in
11 aggregate with the other requests made herein and previously propounded, including elicited oral
12 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
13 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
14 is duplicative of other requests contained herein and previously propounded; it seeks documents that
15 are already in requesting party's possession or equally accessible to the requesting party; it seeks
16 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
17 purports to require responding party to disclose information that is a trade secret, confidential,
18 proprietary, commercially sensitive, or information that is privileged or protected by rights of
19 privacy regarding financial information and tax records of responding party and/or third parties.

20 **INTERROGATORY NO. 22:**

21 Please state with particularity all facts and identify all documents which relate to or support
22 the representation made by you during the evidentiary hearing on June 3, 2019 that LVDF has
23 approximately \$2 million held in escrow for the Front Sight Project. (See Evid. Hrg. Tr. p. 154, ls. 7-
24 9.) If you assert a privilege, please provide a privilege log.

25 **RESPONSE TO INTERROGATORY NO. 22:**

26 Responding party objects to this Special Interrogatory because; individually, and in
27 aggregate with the other requests made herein and previously propounded, including elicited oral
28

1 Dated: March 5, 2020

FARMER CASE & FEDOR

2
3 /s/ Kathryn Holbert

4 ANTHONY T. CASE, ESQ.

5 Nevada Bar No. 6589

6 tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

7 Nevada Bar No. 10084

8 kholbert@farmercase.com

FARMER CASE & FEDOR

9 2190 E. Pebble Rd., Suite #205

10 Las Vegas, NV 89123

11 Telephone: (702) 579-3900

12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.

14 Cal. Bar. No. 135537 (Pro Hac Vice)

15 Keith.Greer@greerlaw.biz

16 GREER & ASSOCIATES, A.P.C.

17 16855 West Bernardo Dr., STE 255

18 San Diego, California 92127

19 Telephone: (858) 613-6677

20 Facsimile: (858) 613-6680

21 Attorneys for Defendants

22 LAS VEGAS DEVELOPMENT FUND LLC.

23 EB5 IMPACT CAPITAL REGIONAL CENTER,

24 LLC, EB6 IMPACT ADVISORS, LLC, ROBERT

25 W. DZIUBLA, JON FLEMING and LINDA

26 STANWOOD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCF 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

DEFENDANT, ROBERT W. DZUIBLA’S RESPONSES TO PLAINTIFF’S FIRST SET OF INTERROGATORIES

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff
Catherine Hernandez, Esq.
ALDRICH LAW FIRM, LTD.
1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146**

**Attorneys for
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

FARMER, CASE & FEDOR

/s/ Kathryn Holbert
Kathryn Holbert

EXHIBIT T

EXHIBIT T

1 **RRFP**

2 ANTHONY T. CASE, ESQ.

3 Nevada Bar No. 6589

4 tcase@farmercase.com

5 KATHRYN HOLBERT, ESQ.

6 Nevada Bar No. 10084

7 kholbert@farmercase.com

8 **FARMER CASE & FEDOR**

9 2190 E. Pebble Rd., Suite #205

10 Las Vegas, NV 89123

11 Telephone: (702) 579-3900

12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.

14 Admitted *pro hac vice*

15 keith.greer@greerlaw.biz

16 **GREER AND ASSOCIATES, A PC**

17 17150 Via Del Campo, Suite 100

18 San Diego, CA 92127

19 Telephone: (858) 613-6677

20 Facsimile: (858) 613-6680

21 Attorneys for Defendants

22 LAS VEGAS DEVELOPMENT FUND LLC, EB5

23 IMPACT CAPITAL REGIONAL CENTER LLC,

24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a Nevada) CASE NO.: A-18-781084-B

29 Limited Liability Company,) DEPT NO.: 16

30 Plaintiff,)

31) **DEFENDANT, JON FLEMING'S**

32 vs.)

33) **RESPONSES TO PLAINTIFF'S FIRST**

34 LAS VEGAS DEVELOPMENT FUND LLC, a)

35 Nevada Limited Liability Company, et al.)

36 Defendants.)

37 AND ALL RELATED COUNTERCLAIMS.)

38 ///

///

///

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

2 **RESPONDING PARTY: Defendant, JON FLEMING**

3 **SET NO: ONE**

4 **GENERAL OBJECTIONS**

5 Defendant, JON FLEMING, ("Responding Party" or "Defendant"), makes the following
6 general objections, whether or not separately set forth in response to each document demand, to each
7 and every definition and document demand in the Interrogatories (Set No. 1 of Plaintiff ("Propounding
8 party")):

9 1. Responding party objects to the requests generally, and to each and every individual
10 request specifically, to the extent that the requests seek documents not currently in responding party's
11 possession, custody or control, or refers to persons, entities, or events not known to them, on the
12 grounds that such requests seek to require more of this defendant than any obligation imposed by law,
13 would subject responding party to unreasonable and undue annoyance, oppression, burden and
14 expense, and would seek to impose upon responding party an obligation to investigate information or
15 materials from third parties or persons which are equally accessible to propounding party.

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

22 3. Responding party objects to the requests generally, and to each and every individual
23 request specifically, to the extent that the requests seek documents or information which would invade
24 the protections afforded Responding party under the attorney client privilege and/or work product
25 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client
26 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected
27 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any
28

1 information withheld on the basis of such privilege will be identified on a privilege log.

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

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

8 6. The production of any documents or information by Responding Party is made without
9 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents
10 containing confidential or proprietary information or trade secrets.

11 7. Responding Party objects to the requests to the extent that they would require
12 Responding Party to produce documents or information covered by confidentiality agreements with
13 others, or that would require Responding Party to violate the privacy interests of others.

14
15 **RESPONSES TO INTERROGATORIES**

16 **INTERROGATORY NO. 1:**

17 Please identify each and every document utilized, relied upon, or referred to in formulating the
18 answers to these Interrogatories. If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 1:**

20 Responding party objects to this Special Interrogatory because; individually, and in
21 aggregate with the other requests made herein and previously propounded, including elicited oral
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that
25 are already in requesting party's possession or equally accessible to the requesting party; it seeks
26 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
27 purports to require responding party to disclose information that is a trade secret, confidential,
28

1 proprietary, commercially sensitive, or information that is privileged or protected by rights of
2 privacy regarding financial information and tax records of responding party and/or third parties.

3 **INTERROGATORY NO. 19:**

4 Please state with particularity all facts and identify all documents which support the
5 representations made to Front Sight that “we are legally and ethically bound by confidentiality
6 restrictions in all of our contracts with our Chinese agents (and all others) not to disclose the terms
7 thereof. The EB-5 business is highly and increasingly competitive, and the agents absolutely will not
8 tolerate the disclosure of the terms of their compensation,” as set forth in Evidentiary Hearing Exhibit
9 16, p. 0065. If you assert a privilege, please provide a privilege log.

10 **RESPONSE TO INTERROGATORY NO. 19:**

11 Responding party objects to this Special Interrogatory because; individually, and in
12 aggregate with the other requests made herein and previously propounded, including elicited oral
13 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
14 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
15 is duplicative of other requests contained herein and previously propounded; it seeks documents that
16 are already in requesting party’s possession or equally accessible to the requesting party; it seeks
17 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
18 purports to require responding party to disclose information that is a trade secret, confidential,
19 proprietary, commercially sensitive, or information that is privileged or protected by rights of
20 privacy regarding financial information and tax records of responding party and/or third parties.

21 **INTERROGATORY NO. 20:**

22 Please state with particularity all facts and identify all documents which demonstrate or relate
23 to each and every payment, financial transaction, and/or transfer of money or property made by you
24 to any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from
25 2012 to the present. This includes, but is not limited to, facts and documentation related to any
26 reimbursement, salary, or equity distribution from you to any other Defendant in this matter, or entity
27 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a
28

1 privilege log.

2 **RESPONSE TO INTERROGATORY NO. 20:**

3 Responding party objects to this Special Interrogatory because; individually, and in
4 aggregate with the other requests made herein and previously propounded, including elicited oral
5 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
6 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
7 is duplicative of other requests contained herein and previously propounded; it seeks documents that
8 are already in requesting party's possession or equally accessible to the requesting party; it seeks
9 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
10 purports to require responding party to disclose information that is a trade secret, confidential,
11 proprietary, commercially sensitive, or information that is privileged or protected by rights of
12 privacy regarding financial information and tax records of responding party and/or third parties.
13

14 **INTERROGATORY NO. 21:**

15 Please state with particularity all facts and identify all documents which demonstrate or relate
16 to each and every payment, financial transaction, and/or transfer of money or property made to you
17 by any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from
18 2012 to the present. This includes, but is not limited to, facts and documentation related to any
19 reimbursement, salary, or equity distribution to you from any other Defendant in this matter, or entity
20 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a
21 privilege log.

22 **RESPONSE TO INTERROGATORY NO. 21:**

23 Responding party objects to this Special Interrogatory because; individually, and in
24 aggregate with the other requests made herein and previously propounded, including elicited oral
25 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
26 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
27 is duplicative of other requests contained herein and previously propounded; it seeks documents that
28 are already in requesting party's possession or equally accessible to the requesting party; it seeks

1 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
2 purports to require responding party to disclose information that is a trade secret, confidential,
3 proprietary, commercially sensitive, or information that is privileged or protected by rights of
4 privacy regarding financial information and tax records of responding party and/or third parties.
5

6 **INTERROGATORY NO. 22:**

7 Please state with particularity all facts which relate to and/or account for any and all funds you
8 (or any entity controlled by you) have received from Front Sight directly, and/or that you know
9 originated from Front Sight, including all money received by you from Plaintiff, how said funds were
10 spent, identification of who received any portion of the funds, and identify all documents to support
11 or justify payments made or funds spent. If you assert a privilege, please provide a privilege log.

12 **RESPONSE TO INTERROGATORY NO. 22:**

13 Responding party objects to this Special Interrogatory because; individually, and in
14 aggregate with the other requests made herein and previously propounded, including elicited oral
15 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
16 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
17 is duplicative of other requests contained herein and previously propounded; it seeks documents that
18 are already in requesting party's possession or equally accessible to the requesting party; it seeks
19 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
20 purports to require responding party to disclose information that is a trade secret, confidential,
21 proprietary, commercially sensitive, or information that is privileged or protected by rights of
22 privacy regarding financial information and tax records of responding party and/or third parties.

23 **INTERROGATORY NO. 23:**

24 Please state with particularity all facts and identify all documents which relate to your
25 communications with Professor Sean Flynn related to any economic study he has prepared related to
26 the Front Sight Project, including any and all documents provided by you to Professor Flynn for said
27 study. If you assert a privilege, please provide a privilege log.
28

1 **INTERROGATORY NO. 25:**

2 Please state with particularity all facts and identify all documents which relate to each and
3 every representation and/or communication you have made to any potential or eventual EB-5 investor
4 of the Front Sight Project, or agent of any potential EB-5 investor from 2013-2019, including
5 representations prior to investment and updates since investment. If you assert a privilege, please
6 provide a privilege log.
7

8 **RESPONSE TO INTERROGATORY NO. 25:**

9 Responding party objects to this Special Interrogatory because; individually, and in
10 aggregate with the other requests made herein and previously propounded, including elicited oral
11 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
12 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
13 is duplicative of other requests contained herein and previously propounded; it seeks documents that
14 are already in requesting party's possession or equally accessible to the requesting party; it seeks
15 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
16 purports to require responding party to disclose information that is a trade secret, confidential,
17 proprietary, commercially sensitive, or information that is privileged or protected by rights of
18 privacy regarding financial information and tax records of responding party and/or third parties.
19

20 **INTERROGATORY NO. 26:**

21 Please identify any and all financial accounts at Bank of Hope, Signature Bank, Wells Fargo
22 Bank, or Open Bank pertaining to you and/or for which you are the beneficiary, signatory, and/or
23 account holder, for the time period beginning March 2012 to the present date, and identify all
24 documents which relate to said accounts. If you assert a privilege, please provide a privilege log.

25 **RESPONSE TO INTERROGATORY NO. 26:**

26 Responding party objects to this Special Interrogatory because; individually, and in
27 aggregate with the other requests made herein and previously propounded, including elicited oral
28 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it

1 is duplicative of other requests contained herein and previously propounded; it seeks documents that
2 are already in requesting party's possession or equally accessible to the requesting party; it seeks
3 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
4 purports to require responding party to disclose information that is a trade secret, confidential,
5 proprietary, commercially sensitive, or information that is privileged or protected by rights of
6 privacy regarding financial information and tax records of responding party and/or third parties.
7

8 **INTERROGATORY NO. 27:**

9 Please specifically describe your involvement, if any, with the San Diego Hyatt EB-5
10 project/funding deal (hereinafter "San Diego Project") that was discussed and referenced in
11 Evidentiary Hearing Exhibit 9, and identify and describe the contents of any and all documents
12 regarding the San Diego Project. If you assert a privilege, please provide a privilege log.

13 **RESPONSE TO INTERROGATORY NO. 27:**

14 Responding party objects to this Special Interrogatory because; individually, and in
15 aggregate with the other requests made herein and previously propounded, including elicited oral
16 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
17 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
18 is duplicative of other requests contained herein and previously propounded; it seeks documents that
19 are already in requesting party's possession or equally accessible to the requesting party; it seeks
20 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
21 purports to require responding party to disclose information that is a trade secret, confidential,
22 proprietary, commercially sensitive, or information that is privileged or protected by rights of
23 privacy regarding financial information and tax records of responding party and/or third parties.

24 **INTERROGATORY NO. 28:**

25 Please state with particularity all facts and identify all documents which demonstrate that you
26 advised Front Sight, before entering into the engagement letter dated February 14, 2013, that Front
27 Sight would have to use its own funds/profits to finish the Project. If you assert a privilege, please
28 provide a privilege log.

1 proprietary, commercially sensitive, or information that is privileged or protected by rights of
2 privacy regarding financial information and tax records of responding party and/or third parties.

3 **INTERROGATORY NO. 39:**

4 Please state with particularity all facts and identify all documents which demonstrate how
5 Professor Sean Flynn was compensated for the creation of the business plan referenced in the February
6 14, 2013 engagement letter, including all communications between any party to this litigation and
7 Professor Flynn related to how and when the terms of that compensation were agreed upon. If you
8 assert a privilege, please provide a privilege log. If you assert a privilege, please provide a privilege
9 log.
10

11 **RESPONSE TO INTERROGATORY NO 39:**

12 Responding party objects to this Special Interrogatory because; individually, and in
13 aggregate with the other requests made herein and previously propounded, including elicited oral
14 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
15 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
16 is duplicative of other requests contained herein and previously propounded; it seeks documents that
17 are already in requesting party's possession or equally accessible to the requesting party; it seeks
18 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
19 purports to require responding party to disclose information that is a trade secret, confidential,
20 proprietary, commercially sensitive, or information that is privileged or protected by rights of
21 privacy regarding financial information and tax records of responding party and/or third parties.
22

23 Dated: March 5, 2020

FARMER CASE & FEDOR

24
25 /s/ Kathryn Holbert

26 ANTHONY T. CASE, ESQ.
27 Nevada Bar No. 6589
28 tcase@farmercase.com
KATHRYN HOLBERT, ESQ.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Nevada Bar No. 10084
kholbert@farmercase.com
FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001

C. KEITH GREER, ESQ.
Cal. Bar. No. 135537 (Pro Hac Vice)
Keith.Greer@greerlaw.biz
GREER & ASSOCIATES, A.P.C.
16855 West Bernardo Dr., STE 255
San Diego, California 92127
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

DEFENDANT, JON FLEMING’S RESPONSES TO PLAINTIFF’S FIRST SET OF INTERROGATORIES

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff
Catherine Hernandez, Esq.
ALDRICH LAW FIRM, LTD.
1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146**

**Attorneys for
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

FARMER, CASE & FEDOR

/s/ Kathryn Holbert
Kathryn Holbert

EXHIBIT U

EXHIBIT U

1 **RRFP**

2 ANTHONY T. CASE, ESQ.

3 Nevada Bar No. 6589

4 tcase@farmercase.com

5 KATHRYN HOLBERT, ESQ.

6 Nevada Bar No. 10084

7 kholbert@farmercase.com

8 **FARMER CASE & FEDOR**

9 2190 E. Pebble Rd., Suite #205

10 Las Vegas, NV 89123

11 Telephone: (702) 579-3900

12 Facsimile: (702) 739-3001

13 C. Keith Greer, ESQ.

14 Admitted *pro hac vice*

15 keith.greer@greerlaw.biz

16 **GREER AND ASSOCIATES, A PC**

17 17150 Via Del Campo, Suite 100

18 San Diego, CA 92127

19 Telephone: (858) 613-6677

20 Facsimile: (858) 613-6680

21 Attorneys for Defendants

22 LAS VEGAS DEVELOPMENT FUND LLC, EB5

23 IMPACT CAPITAL REGIONAL CENTER LLC,

24 EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

25 JON FLEMING and LINDA STANWOOD

26 **EIGHTH JUDICIAL DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 FRONT SIGHT MANAGEMENT LLC, a Nevada) CASE NO.: A-18-781084-B

29 Limited Liability Company,) DEPT NO.: 16

30 Plaintiff,)

31 vs.)

32 LAS VEGAS DEVELOPMENT FUND LLC, a)

33 Nevada Limited Liability Company, et al.)

34 Defendants.)

35 AND ALL RELATED COUNTERCLAIMS.)

36 ///

37 ///

38 ///

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

2 **RESPONDING PARTY: Defendant, LINDA STANWOOD**

3 **SET NO: ONE**

4 **GENERAL OBJECTIONS**

5 Defendant, LINDA STANWOOD, ("Responding Party" or "Defendant"), makes the following
6 general objections, whether or not separately set forth in response to each document demand, to each
7 and every definition and document demand in the Interrogatories (Set No. 1 of Plaintiff ("Propounding
8 party")):

9 1. Responding party objects to the requests generally, and to each and every individual
10 request specifically, to the extent that the requests seek documents not currently in responding party's
11 possession, custody or control, or refers to persons, entities, or events not known to them, on the
12 grounds that such requests seek to require more of this defendant than any obligation imposed by law,
13 would subject responding party to unreasonable and undue annoyance, oppression, burden and
14 expense, and would seek to impose upon responding party an obligation to investigate information or
15 materials from third parties or persons which are equally accessible to propounding party.

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

22 3. Responding party objects to the requests generally, and to each and every individual
23 request specifically, to the extent that the requests seek documents or information which would invade
24 the protections afforded Responding party under the attorney client privilege and/or work product
25 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client
26 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected
27 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any
28

1 information withheld on the basis of such privilege will be identified on a privilege log.

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

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

8 6. The production of any documents or information by Responding Party is made without
9 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents
10 containing confidential or proprietary information or trade secrets.

11 7. Responding Party objects to the requests to the extent that they would require
12 Responding Party to produce documents or information covered by confidentiality agreements with
13 others, or that would require Responding Party to violate the privacy interests of others.

14
15 **RESPONSES TO INTERROGATORIES**

16 **INTERROGATORY NO. 1:**

17 Please identify each and every document utilized, relied upon, or referred to in formulating the
18 answers to these Interrogatories. If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 1:**

20 Responding party objects to this Special Interrogatory because; individually, and in
21 aggregate with the other requests made herein and previously propounded, including elicited oral
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that
25 are already in requesting party's possession or equally accessible to the requesting party; it seeks
26 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
27 purports to require responding party to disclose information that is a trade secret, confidential,
28

1 is duplicative of other requests contained herein and previously propounded; it seeks documents that
2 are already in requesting party's possession or equally accessible to the requesting party; it seeks
3 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
4 purports to require responding party to disclose information that is a trade secret, confidential,
5 proprietary, commercially sensitive, or information that is privileged or protected by rights of
6 privacy regarding financial information and tax records of responding party and/or third parties.
7

8 **INTERROGATORY NO. 4:**

9 Please state with particularity all facts and identify all documents, emails, texts messages, or
10 communication of any kind between you and any non-party to this litigation regarding the Front Sight
11 Project referenced in the Second Amended Complaint. If you assert a privilege, please provide a
12 privilege log.

13 **RESPONSE TO INTERROGATORY NO. 4:**

14 Responding party objects to this Special Interrogatory because; individually, and in
15 aggregate with the other requests made herein and previously propounded, including elicited oral
16 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
17 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
18 is duplicative of other requests contained herein and previously propounded; it seeks documents that
19 are already in requesting party's possession or equally accessible to the requesting party; it seeks
20 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
21 purports to require responding party to disclose information that is a trade secret, confidential,
22 proprietary, commercially sensitive, or information that is privileged or protected by rights of
23 privacy regarding financial information and tax records of responding party and/or third parties.

24 **INTERROGATORY NO. 5:**

25 Please state with particularity all facts and identify all documents which demonstrate or relate to
26 each and every payment, financial transaction, and/or transfer of money or property made by you to any
27 other Defendant in this matter, or entity controlled by any other Defendant in this matter, from 2012 to
28 the present. This includes, but is not limited to, facts and documentation related to any reimbursement,

1 salary, or equity distribution from you to any other Defendant in this matter, or entity controlled by any
2 other Defendant or entity in this matter. If you assert a privilege, please provide a privilege log.

3 **RESPONSE TO INTERROGATORY NO. 5:**

4 Responding party objects to this Special Interrogatory because; individually, and in
5 aggregate with the other requests made herein and previously propounded, including elicited oral
6 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
7 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
8 is duplicative of other requests contained herein and previously propounded; it seeks documents that
9 are already in requesting party's possession or equally accessible to the requesting party; it seeks
10 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
11 purports to require responding party to disclose information that is a trade secret, confidential,
12 proprietary, commercially sensitive, or information that is privileged or protected by rights of
13 privacy regarding financial information and tax records of responding party and/or third parties.
14

15 **INTERROGATORY NO. 6:**

16 Please state with particularity all facts and identify all documents which demonstrate or relate
17 to each and every payment, financial transaction, and/or transfer of money or property made to you
18 by any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from
19 2012 to the present. This includes, but is not limited to, facts and documentation related to any
20 reimbursement, salary, or equity distribution to you from any other Defendant in this matter, or entity
21 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a
22 privilege log.

23 **RESPONSE TO INTERROGATORY NO. 6:**

24 Responding party objects to this Special Interrogatory because; individually, and in
25 aggregate with the other requests made herein and previously propounded, including elicited oral
26 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
27 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
28 is duplicative of other requests contained herein and previously propounded; it seeks documents that

1 are already in requesting party's possession or equally accessible to the requesting party; it seeks
2 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
3 purports to require responding party to disclose information that is a trade secret, confidential,
4 proprietary, commercially sensitive, or information that is privileged or protected by rights of
5 privacy regarding financial information and tax records of responding party and/or third parties.
6

7
8 **INTERROGATORY NO. 7:**

9 Please state with particularity all facts and identify all documents relating to or demonstrating
10 your involvement and/or professional history with any entity Defendant, specifically your history as
11 a Senior Vice President and/or member and/or manager and/or employee of any entity Defendant,
12 including, but not limited to, your start date(s) and participation in the management and operation of
13 any entity Defendant and its affairs, and any payments made from any entity Defendant to you. If you
14 assert a privilege, please provide a privilege log.

15 **RESPONSE TO INTERROGATORY NO. 7:**

16 Responding party objects to this Special Interrogatory because; individually, and in
17 aggregate with the other requests made herein and previously propounded, including elicited oral
18 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
19 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
20 is duplicative of other requests contained herein and previously propounded; it seeks documents that
21 are already in requesting party's possession or equally accessible to the requesting party; it seeks
22 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
23 purports to require responding party to disclose information that is a trade secret, confidential,
24 proprietary, commercially sensitive, or information that is privileged or protected by rights of
25 privacy regarding financial information and tax records of responding party and/or third parties.
26

27 **INTERROGATORY NO. 8:**

28 Please state with particularity all facts which relate to and/or account for any and all funds you
(or any entity controlled by you) have received from Front Sight directly, and/or that you know

1 originated from Front Sight, including all money received by you from Plaintiff, how said funds were
2 spent, identification of who received any portion of the funds, and identify all documents to support
3 or justify payments made or funds spent. If you assert a privilege, please provide a privilege log.

4 **RESPONSE TO INTERROGATORY NO. 8:**

5 Responding party objects to this Special Interrogatory because; individually, and in
6 aggregate with the other requests made herein and previously propounded, including elicited oral
7 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
8 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
9 is duplicative of other requests contained herein and previously propounded; it seeks documents that
10 are already in requesting party's possession or equally accessible to the requesting party; it seeks
11 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
12 purports to require responding party to disclose information that is a trade secret, confidential,
13 proprietary, commercially sensitive, or information that is privileged or protected by rights of
14 privacy regarding financial information and tax records of responding party and/or third parties.
15

16
17 **INTERROGATORY NO. 9:**

18 Please state with particularity all facts and identify all documents which relate to
19 communications between you and Sean Flynn. If you assert a privilege, please provide a privilege log.

20 **RESPONSE TO INTERROGATORY NO. 9:**

21 Responding party objects to this Special Interrogatory because; individually, and in
22 aggregate with the other requests made herein and previously propounded, including elicited oral
23 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
24 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
25 is duplicative of other requests contained herein and previously propounded; it seeks documents that
26 are already in requesting party's possession or equally accessible to the requesting party; it seeks
27 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
28 purports to require responding party to disclose information that is a trade secret, confidential,

1 proprietary, commercially sensitive, or information that is privileged or protected by rights of
2 privacy regarding financial information and tax records of responding party and/or third parties.
3

4 **INTERROGATORY NO. 10:**

5 Please state with particularity all facts and identify all documents which relate to each and
6 every representation and/or communication you have made to any potential or eventual EB-5 investor
7 of the Front Sight project, or agent of any potential EB-5 investor from 2013-2019, including
8 representations prior to investment and updates since investment. If you assert a privilege, please
9 provide a privilege log.
10

11 **RESPONSE TO INTERROGATORY NO. 10:**

12 Responding party objects to this Special Interrogatory because; individually, and in
13 aggregate with the other requests made herein and previously propounded, including elicited oral
14 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
15 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
16 is duplicative of other requests contained herein and previously propounded; it seeks documents that
17 are already in requesting party's possession or equally accessible to the requesting party; it seeks
18 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
19 purports to require responding party to disclose information that is a trade secret, confidential,
20 proprietary, commercially sensitive, or information that is privileged or protected by rights of
21 privacy regarding financial information and tax records of responding party and/or third parties.
22

23 **INTERROGATORY NO. 11:**

24 Please identify any and all financial accounts at Bank of Hope, Signature Bank, Wells Fargo
25 Bank, or Open Bank pertaining to you and/or for which you are the beneficiary, signatory, and/or
26 account holder, for the time period beginning March 2012 to the present date, and identify all
27 documents which relate to said accounts. If you assert a privilege, please provide a privilege log.
28

RESPONSE TO INTERROGATORY NO. 11:

1 Responding party objects to this Special Interrogatory because; individually, and in
2 aggregate with the other requests made herein and previously propounded, including elicited oral
3 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
4 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
5 is duplicative of other requests contained herein and previously propounded; it seeks documents that
6 are already in requesting party's possession or equally accessible to the requesting party; it seeks
7 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
8 purports to require responding party to disclose information that is a trade secret, confidential,
9 proprietary, commercially sensitive, or information that is privileged or protected by rights of
10 privacy regarding financial information and tax records of responding party and/or third parties.
11

12 **INTERROGATORY NO. 12:**

13 Please state with particularity all facts and identify all documents which demonstrate that you
14 advised Front Sight, before entering into the engagement letter dated February 14, 2013, that Front
15 Sight would have to use its own funds/profits to finish the Project. If you assert a privilege, please
16 provide a privilege log.

17 **RESPONSE TO INTERROGATORY NO. 12:**

18 Responding party objects to this Special Interrogatory because; individually, and in
19 aggregate with the other requests made herein and previously propounded, including elicited oral
20 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
21 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
22 is duplicative of other requests contained herein and previously propounded; it seeks documents that
23 are already in requesting party's possession or equally accessible to the requesting party; it seeks
24 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
25 purports to require responding party to disclose information that is a trade secret, confidential,
26 proprietary, commercially sensitive, or information that is privileged or protected by rights of
27 privacy regarding financial information and tax records of responding party and/or third parties.
28

1 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
2 is duplicative of other requests contained herein and previously propounded; it seeks documents that
3 are already in requesting party's possession or equally accessible to the requesting party; it seeks
4 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
5 purports to require responding party to disclose information that is a trade secret, confidential,
6 proprietary, commercially sensitive, or information that is privileged or protected by rights of
7 privacy regarding financial information and tax records of responding party and/or third parties.
8

9
10
11
12
13 Dated: March 5, 2020

FARMER CASE & FEDOR

14
15 /s/ Kathryn Holbert

16 ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

17 tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

18 Nevada Bar No. 10084

19 kholbert@farmercase.com

FARMER CASE & FEDOR

20 2190 E. Pebble Rd., Suite #205

21 Las Vegas, NV 89123

22 Telephone: (702) 579-3900

Facsimile: (702) 739-3001

23 C. KEITH GREER, ESQ.

24 Cal. Bar. No. 135537 (Pro Hac Vice)

Keith.Greer@greerlaw.biz

25 GREER & ASSOCIATES, A.P.C.

26 16855 West Bernardo Dr., STE 255

San Diego, California 92127

27 Telephone: (858) 613-6677

28 Facsimile: (858) 613-6680

Attorneys for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCF 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

DEFENDANT, LINDA STANWOOD’S RESPONSES TO PLAINTIFF’S FIRST SET OF INTERROGATORIES

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff
Catherine Hernandez, Esq.
ALDRICH LAW FIRM, LTD.
1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146**

**Attorneys for
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

/s/ Kathryn Holbert
An Employee

EXHIBIT V

EXHIBIT V

RRFP

ANTHONY T. CASE, ESQ.

Nevada Bar No. 6589

tcase@farmercase.com

KATHRYN HOLBERT, ESQ.

Nevada Bar No. 10084

kholbert@farmercase.com

FARMER CASE & FEDOR

2190 E. Pebble Rd., Suite #205

Las Vegas, NV 89123

Telephone: (702) 579-3900

Facsimile: (702) 739-3001

C. Keith Greer, ESQ.

Admitted *pro hac vice*

keith.greer@greerlaw.biz

GREER AND ASSOCIATES, A PC

17150 Via Del Campo, Suite 100

San Diego, CA 92127

Telephone: (858) 613-6677

Facsimile: (858) 613-6680

Attorneys for Defendants

LAS VEGAS DEVELOPMENT FUND LLC, EB5

IMPACT CAPITAL REGIONAL CENTER LLC,

EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,

JON FLEMING and LINDA STANWOOD

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,)

vs.)

LAS VEGAS DEVELOPMENT FUND LLC, a)
Nevada Limited Liability Company, et al.)

Defendants.)

AND ALL RELATED COUNTERCLAIMS.)

CASE NO.: A-18-781084-B

) DEPT NO.: 16

) **DEFENDANT, EB5 IMPACT CAPITAL**
) **REGIONAL CENTER LLC'S RESPONSES**
) **TO PLAINTIFF'S FIRST SET OF**
) **INTERROGATORIES**

///

///

///

1
2 **PROPOUNDING PARTY: Plaintiff, FRONT SIGHT MANAGEMENT LLC**

3 **RESPONDING PARTY: Defendant, EB5 IMPACT CAPITAL REGIONAL**
4 **CENTER, LLC**

5 **SET NO: ONE**

6 **GENERAL OBJECTIONS**

7 Defendant, EB5 IMPACT CAPITAL REGIONAL CENTER, LLC, ("Responding Party" or
8 "Defendant"), makes the following general objections, whether or not separately set forth in response
9 to each interrogatory, to each and every definition and document demand in the Interrogatories (Set
10 No. 1 of Plaintiff ("Propounding party")):

11 1. Responding party objects to the requests generally, and to each and every individual
12 request specifically, to the extent that the requests seek information not currently in responding party's
13 possession, custody or control, or refers to persons, entities, or events not known to them, on the
14 grounds that such requests seek to require more of this defendant than any obligation imposed by law,
15 would subject responding party to unreasonable and undue annoyance, oppression, burden and
16 expense, and would seek to impose upon responding party an obligation to investigate information or
17 materials from third parties or persons which are equally accessible to propounding party.

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

24 3. Responding party objects to the requests generally, and to each and every individual
25 request specifically, to the extent that the requests seek documents or information which would invade
26 the protections afforded Responding party under the attorney client privilege and/or work product
27 doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney client
28 privilege, the work product doctrine, or any other protection. Inadvertent production of such protected

1
2 information is not intended to be and shall not operate as a waiver of the applicable privilege. Any
3 information withheld on the basis of such privilege will be identified on a privilege log.

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

7 5. The production of any documents or information by Responding Party is made without
8 waiver, and with preservation, of any privilege or protection against disclosure afforded to documents
9 containing confidential or proprietary information or trade secrets.

10 6. Responding Party objects to the requests to the extent that they would require
11 Responding Party to produce documents or information covered by confidentiality agreements with
12 others, or that would require Responding Party to violate the privacy interests of others.

13 **RESPONSES TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Please identify each and every document utilized, relied upon, or referred to in formulating the
16 answers to these Interrogatories. If you assert a privilege, please provide a privilege log.

17 **RESPONSE TO INTERROGATORY NO. 1:**

18 Responding party objects to this Special Interrogatory because; individually, and in
19 aggregate with the other requests made herein and previously propounded, including elicited oral
20 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
21 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
22 is duplicative of other requests contained herein and previously propounded; it seeks documents that
23 are already in requesting party's possession or equally accessible to the requesting party; it seeks
24 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
25 purports to require responding party to disclose information that is a trade secret, confidential,
26 proprietary, commercially sensitive, or information that is privileged or protected by rights of
27 privacy regarding financial information and tax records of responding party and/or third parties.
28

1
2 is duplicative of other requests contained herein and previously propounded; it seeks documents that
3 are already in requesting party's possession or equally accessible to the requesting party; it seeks
4 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
5 purports to require responding party to disclose information that is a trade secret, confidential,
6 proprietary, commercially sensitive, or information that is privileged or protected by rights of
7 privacy regarding financial information and tax records of responding party and/or third parties.

8 **INTERROGATORY NO. 4:**

9 Please state with particularity all facts and identify all documents, emails, texts messages, or
10 communication of any kind between you and any non-party to this litigation regarding the Front Sight
11 Project referenced in the Second Amended Complaint. If you assert a privilege, please provide a
12 privilege log.

13 **RESPONSE TO INTERROGATORY NO. 4:**

14 Responding party objects to this Special Interrogatory because; individually, and in
15 aggregate with the other requests made herein and previously propounded, including elicited oral
16 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
17 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
18 is duplicative of other requests contained herein and previously propounded; it seeks documents that
19 are already in requesting party's possession or equally accessible to the requesting party; it seeks
20 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
21 purports to require responding party to disclose information that is a trade secret, confidential,
22 proprietary, commercially sensitive, or information that is privileged or protected by rights of
23 privacy regarding financial information and tax records of responding party and/or third parties.

24 **INTERROGATORY NO. 5:**

25 Please state with particularity all facts and identify all documents which demonstrate or relate
26 to each and every payment, financial transaction, and/or transfer of money or property made by you
27 to any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from
28

1
2 2012 to the present. This includes, but is not limited to, facts and documentation related to any
3 reimbursement, salary, or equity distribution from you to any other Defendant in this matter, or entity
4 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a
5 privilege log.

6 **RESPONSE TO INTERROGATORY NO. 5:**

7 Responding party objects to this Special Interrogatory because; individually, and in
8 aggregate with the other requests made herein and previously propounded, including elicited oral
9 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
10 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
11 is duplicative of other requests contained herein and previously propounded; it seeks documents that
12 are already in requesting party's possession or equally accessible to the requesting party; it seeks
13 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
14 purports to require responding party to disclose information that is a trade secret, confidential,
15 proprietary, commercially sensitive, or information that is privileged or protected by rights of
16 privacy regarding financial information and tax records of responding party and/or third parties.

17 **INTERROGATORY NO. 6:**

18 Please state with particularity all facts and identify all documents which demonstrate or relate
19 to each and every payment, financial transaction, and/or transfer of money or property made to you
20 by any other Defendant in this matter, or entity controlled by any other Defendant in this matter, from
21 2012 to the present. This includes, but is not limited to, facts and documentation related to any
22 reimbursement, salary, or equity distribution to you from any other Defendant in this matter, or entity
23 controlled by any other Defendant or entity in this matter. If you assert a privilege, please provide a
24 privilege log.

25 **RESPONSE TO INTERROGATORY NO. 6:**

26 Responding party objects to this Special Interrogatory because; individually, and in
27 aggregate with the other requests made herein and previously propounded, including elicited oral
28

1
2 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
3 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
4 is duplicative of other requests contained herein and previously propounded; it seeks documents that
5 are already in requesting party's possession or equally accessible to the requesting party; it seeks
6 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
7 purports to require responding party to disclose information that is a trade secret, confidential,
8 proprietary, commercially sensitive, or information that is privileged or protected by rights of
9 privacy regarding financial information and tax records of responding party and/or third parties.

10 **INTERROGATORY NO. 7:**

11 Please provide a list which identifies or contains the details of each and every EB-5 investor
12 and/or investment transaction related to the Front Sight Project, including but not limited to the
13 identity of the person or entity involved, the address of the person or entity investing, the country of
14 origin of the person or entity investing, the contact information for the agent of the EB-5 investor, the
15 date of the transaction or investment, the amount of the investment, the source of the funds for the
16 investment, the current immigration status of the EB-5 investor (including the status of the I-526
17 and/or I-829 petitions), and the current status of the investment, and identify all documents relating to
18 any investment described in this Interrogatory. If you assert a privilege, please provide a privilege log.

19 **RESPONSE TO INTERROGATORY NO. 7:**

20 Responding party objects to this Special Interrogatory because; individually, and in
21 aggregate with the other requests made herein and previously propounded, including elicited oral
22 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
23 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
24 is duplicative of other requests contained herein and previously propounded; it seeks documents that
25 are already in requesting party's possession or equally accessible to the requesting party; it seeks
26 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
27 purports to require responding party to disclose information that is a trade secret, confidential,
28

1
2 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
3 is duplicative of other requests contained herein and previously propounded; it seeks documents that
4 are already in requesting party's possession or equally accessible to the requesting party; it seeks
5 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
6 purports to require responding party to disclose information that is a trade secret, confidential,
7 proprietary, commercially sensitive, or information that is privileged or protected by rights of
8 privacy regarding financial information and tax records of responding party and/or third parties.

9 **INTERROGATORY NO. 13:**

10 Please state with particularity all facts which relate to bank accounts, from each and every
11 bank account's initial opening date to the present time, for all account(s) used to hold back the 25%
12 of the actual, potential, or prospective EB-5 investors' and/or EB-5 visa applicants' investments that
13 was earmarked for refunds in the event of a USCIS rejection of a particular investor's I-829 petition,
14 and identify all documents related to the referenced bank accounts. If you assert a privilege, please
15 provide a privilege log.

16 **RESPONSE TO INTERROGATORY NO. 13:**

17 Responding party objects to this Special Interrogatory because; individually, and in
18 aggregate with the other requests made herein and previously propounded, including elicited oral
19 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
20 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
21 is duplicative of other requests contained herein and previously propounded; it seeks documents that
22 are already in requesting party's possession or equally accessible to the requesting party; it seeks
23 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
24 purports to require responding party to disclose information that is a trade secret, confidential,
25 proprietary, commercially sensitive, or information that is privileged or protected by rights of
26 privacy regarding financial information and tax records of responding party and/or third parties.
27
28

1
2 **INTERROGATORY NO. 14:**

3 Please state with particularity all facts which relate to any bank accounts that any Defendant
4 used as an escrow account to receive, house, and/or distribute the money from the actual, potential, or
5 prospective EB-5 investors and/or EB-5 visa applicants, from each and every bank account's initial
6 opening date to the present time, and identify all documents related to the referenced bank accounts.
7 If you assert a privilege, please provide a privilege log.

8 **RESPONSE TO INTERROGATORY NO. 14:**

9 Responding party objects to this Special Interrogatory because; individually, and in
10 aggregate with the other requests made herein and previously propounded, including elicited oral
11 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
12 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
13 is duplicative of other requests contained herein and previously propounded; it seeks documents that
14 are already in requesting party's possession or equally accessible to the requesting party; it seeks
15 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
16 purports to require responding party to disclose information that is a trade secret, confidential,
17 proprietary, commercially sensitive, or information that is privileged or protected by rights of
18 privacy regarding financial information and tax records of responding party and/or third parties.

19 **INTERROGATORY NO. 15:**

20 Please state with particularity all facts and identify all documents relating to all manuals,
21 operating procedures, memoranda, circulars, announcements, emails, and/or other documents that
22 establish, govern, amend, or otherwise control EB5IC's receipt, handling, control, utilization, and/or
23 distribution of the money you received from the actual, potential, or prospective EB-5 investors and/or
24 EB-5 visa applicants. If you assert a privilege, please provide a privilege log.

25 **RESPONSE TO INTERROGATORY NO. 15:**

26 Responding party objects to this Special Interrogatory because; individually, and in
27 aggregate with the other requests made herein and previously propounded, including elicited oral
28

1
2 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
3 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
4 is duplicative of other requests contained herein and previously propounded; it seeks documents that
5 are already in requesting party's possession or equally accessible to the requesting party; it seeks
6 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
7 purports to require responding party to disclose information that is a trade secret, confidential,
8 proprietary, commercially sensitive, or information that is privileged or protected by rights of
9 privacy regarding financial information and tax records of responding party and/or third parties.

10 **INTERROGATORY NO. 16:**

11 Please state with particularity all facts which relate to and/or account for any and all funds you
12 have received from Front Sight directly, and/or that you know originated from Front Sight, including
13 all money received by you from Plaintiff, how said funds were spent, identification of who received
14 any portion of the funds, and identify all documents to support or justify payments made or funds
15 spent. If you assert a privilege, please provide a privilege log.

16 **RESPONSE TO INTERROGATORY NO. 16:**

17 Responding party objects to this Special Interrogatory because; individually, and in
18 aggregate with the other requests made herein and previously propounded, including elicited oral
19 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
20 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
21 is duplicative of other requests contained herein and previously propounded; it seeks documents that
22 are already in requesting party's possession or equally accessible to the requesting party; it seeks
23 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
24 purports to require responding party to disclose information that is a trade secret, confidential,
25 proprietary, commercially sensitive, or information that is privileged or protected by rights of
26 privacy regarding financial information and tax records of responding party and/or third parties.
27
28

1
2 **INTERROGATORY NO. 17:**

3 Please identify any and all financial accounts at Bank of Hope, Signature Bank, Wells Fargo
4 Bank, or Open Bank pertaining to you and/or for which you are the beneficiary, signatory, and/or
5 account holder, for the time period beginning March 2012 to the present date, and identify all
6 documents which relate to said accounts. If you assert a privilege, please provide a privilege log.

7 **RESPONSE TO INTERROGATORY NO. 17:**

8 Responding party objects to this Special Interrogatory because; individually, and in
9 aggregate with the other requests made herein and previously propounded, including elicited oral
10 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
11 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
12 is duplicative of other requests contained herein and previously propounded; it seeks documents that
13 are already in requesting party's possession or equally accessible to the requesting party; it seeks
14 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
15 purports to require responding party to disclose information that is a trade secret, confidential,
16 proprietary, commercially sensitive, or information that is privileged or protected by rights of
17 privacy regarding financial information and tax records of responding party and/or third parties.

18 **INTERROGATORY NO. 18:**

19 Please state with particularity all facts and identify all documents which relate to any trip you
20 or any of your representatives took outside the United States related to raising funds for the Front
21 Sight Project. This includes, but is not limited to, all communications, internal or external, related to
22 the travel, itineraries, hotel receipts, meal receipts, plane ticket receipts, and so forth. If you assert a
23 privilege, please provide a privilege log.

24 **RESPONSE TO INTERROGATORY NO. 18:**

25 Responding party objects to this Special Interrogatory because; individually, and in
26 aggregate with the other requests made herein and previously propounded, including elicited oral
27 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
28

1
2 testimony, this request fails to meet the proportionality requirements of proper discovery and thus is
3 over burdensome and harassing; it is compound as to issues and facts; it is vague and ambiguous; it
4 is duplicative of other requests contained herein and previously propounded; it seeks documents that
5 are already in requesting party's possession or equally accessible to the requesting party; it seeks
6 information protected by the attorney-client privilege and/or attorney work product doctrine; and it
7 purports to require responding party to disclose information that is a trade secret, confidential,
8 proprietary, commercially sensitive, or information that is privileged or protected by rights of
9 privacy regarding financial information and tax records of responding party and/or third parties.

10
11 Dated: March 5, 2020

FARMER CASE & FEDOR

12
13 /s/ Kathryn Holbert

14 ANTHONY T. CASE, ESQ.
15 Nevada Bar No. 6589
16 tcase@farmercase.com
17 KATHRYN HOLBERT, ESQ.
18 Nevada Bar No. 10084
19 kholbert@farmercase.com
20 FARMER CASE & FEDOR
21 2190 E. Pebble Rd., Suite #205
22 Las Vegas, NV 89123
23 Telephone: (702) 579-3900
24 Facsimile: (702) 739-3001

25 C. KEITH GREER, ESQ.
26 Cal. Bar. No. 135537 (Pro Hac Vice)
27 Keith.Greer@greerlaw.biz
28 GREER & ASSOCIATES, A.P.C.
16855 West Bernardo Dr., STE 255
San Diego, California 92127
Telephone: (858) 613-6677
Facsimile: (858) 613-6680

Attorneys for Defendants
LAS VEGAS DEVELOPMENT FUND LLC.
EB5 IMPACT CAPITAL REGIONAL CENTER,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LLC, EB6 IMPACT ADVISORS, LLC, ROBERT
W. DZIUBLA, JON FLEMING and LINDA
STANWOOD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE and/or MAILING

Pursuant to NRCF 5(b), I hereby certify that I am an employee of Farmer Case & Fedor, and that on this date, I caused true and correct copies of the following document(s):

**DEFENDANT, EB5 IMPACT CAPITAL REGIONAL CENTER LLC’S
RESPONSES TO PLAINTIFF’S
FIRST SET OF INTERROGATORIES**

to be served on the following individuals/entities, in the following manner,

**John P. Aldrich, Esq. Attorneys for Plaintiff
Catherine Hernandez, Esq.
ALDRICH LAW FIRM, LTD.
1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146**

**Attorneys for
FRONT SIGHT MANAGEMENT, LLC**

By:

ELECTRONIC SERVICE: Said document(s) was served electronically upon all eligible electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

FACSIMILE: I caused said document(s) to be transmitted by facsimile transmission. The sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

Dated: March 5, 2020

FARMER, CASE & FEDOR

/s/ Kathryn Holbert
Kathryn Holbert

EXHIBIT W

EXHIBIT W



Confidential Member Only Emergency Action Alert...

CONTACT US

WORLD CLASS INSTRUCTORS
TESTIMONIALS
IN THE NEWS
FREQUENTLY ASKED QUESTIONS
COURSE DESCRIPTIONS
MULTI-COURSE MEMBERSHIPS
COURSE SCHEDULE
COURSE APPLICATION

Subscribe to Free Gun Training Reports

First Name:

Primary Email:

Enter your first name and primary e-mail address to receive 15 Special Gun Training Reports written by Front Sight's Founder and Director and Four Weapons Combat Master, Dr. Ignatius Piazzi

Your info is safe. We don't sell or transfer to anyone.
[Privacy Policy](#)

Link to Our Website

Link to our website! Help spread Front Sight's message throughout the internet. Link to our website with your choice of banners or hyperlink.

Extremely Confidential **FRONT SIGHT MEMBERS ONLY** ***Emergency Action Alert***

Lying, Two-Faced, Gun-Grabbing Hillary Clinton Supporting, Con Man Attempting to STEAL Front Sight from YOU for His Own Greed!

NOW is the Time to Expose Him. NOW is the Time to Defeat Him!

NOW is the Time to Demonstrate the Strength of Front Sight's 200,000 Members by Giving this Traitor What He Truly Deserves While We Join Together to Complete the Resort in RECORD TIME!

Dear Loyal and Supportive Front Sight Member,

You have seen the [construction progress videos](#) I have e-mailed to you and you know Front Sight has made steady and consistent progress toward the completion of the resort. You know all 50 ranges are completed and operational and you know we are almost done with all the grading of the entire resort, with infrastructure (water, power, sewer) going in next and then vertical construction to follow.

You also know, as I have written several times in my e-mail correspondence with you, that once the resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine you are accustomed to experiencing whenever you attend a course at Front Sight, I will gently and generously turn Front Sight Firearms Training Institute over to you, my loyal and supportive members, so you and your families can own and operate Front Sight for generations to come.

Well there is one, lying, two-faced, gun-grabbing Hillary Clinton supporting, con man who evidently has been sinisterly plotting for years to STEAL Front Sight away from you for his own calculated, conniving personal greed and I am going to need your help to not only stop him in his tracks, but also give him what he truly deserves for what he has done to us, while we come together as a group, 200,000 strong, to complete the resort in record time!

I am about to share all the sordid details of how Front Sight was conned out of more than \$500,000 over the last several years by a man who initially posed as a legitimate businessman in 2012, with experience in raising construction funds for established and rapidly growing projects in rural areas. He represented he was one of us, a pro-gun patriot who wanted to assist Front Sight in positively changing the image of gun ownership in our lifetimes by helping us complete the resort with low interest money he would source from his vast pool of overseas investors. He promised he would raise all the funds needed to complete the resort and do it quickly if we covered all the administrative costs and some initial marketing costs.

As I divulge the details of his identity, where he lives, what he does, and how he hoodwinked us into falling for his scam, I'm sure you will become as mad and disgusted in reading this, as I am as I write it, because it is not just the \$500,000 that he conned out of us that is his biggest atrocity.

It is not the fraudulent misrepresentation he made regarding his experience and network of investors. It is not his utter failure to deliver on his multiple promises of full funding for our project.

It is not the fact that he did not raise as promised \$150 million, or \$75 million, or \$50 million, or \$25 million or even \$10 million in funds toward the completion of the Front Sight Resort.

No, his biggest transgression against us and really his biggest sin against YOU is the fact that after we provided everything we agreed to provide and kept the resort project moving forward in spite of his

fraudulent misrepresentation and failures, **and having never failed to pay any of our financial obligations under his funding agreement**, he is now deceitfully attempting to STEAL Front Sight away from YOU by fraudulently and fictitiously claiming WE are in default of some weasel worded and highly questionable language in our agreements with him.

He is claiming he has the right to sell Front Sight's land and water rights, **EVEN THOUGH WE HAVE NEVER FAILED TO PAY ANY OF OUR FINANCIAL OBLIGATIONS UNDER HIS FUNDING AGREEMENT** and have moved the project toward completion, even though he failed to deliver his promised funding!

He is doing this as a smoke screen to hide behind his utter failure to deliver the full funding for our resort project that he promised multiple times. He is claiming WE are at fault in the lack of completion of the project, when he has provided less than 5% of what he originally promised he could fund, even after we have paid more than \$500,000 for all of the administrative and marketing fees associated with raising the funds he promised. The fact of the matter, as you have witnessed, is Front Sight has continued to build the project toward completion even though he has utterly failed multiple times in providing the promised full-funding for the Front Sight Resort Project.

But what makes me the most angry and what I am sure makes you furious as well is that he would sinisterly plot to steal Front Sight away from you and try to sell the land and water rights for his own personal greed by fraudulently and fictitiously claiming we are in default.

I can assure you, and so can the three separate attorneys I hired to review, prepare and file our lawsuit against this crook, that FRONT SIGHT IS NOT IN DEFAULT. We have NEVER been in default.

Quite the opposite. It is Front Sight who has performed and continuously advanced the project as you have personally witnessed.

On an interesting side note, in anticipation of having to file a lawsuit against this con man, we recently hired a private investigation firm to do a complete investigation of him. I will share the results of the investigation, including surveillance photos, his home address, his fictitious Nevada business addresses and more information later in this letter. Turns out he is not the pro-gun patriot he claimed he was. Surprise, surprise. He is a gun-grabbing Hillary Clinton financial supporter! I'll bet it makes your blood boil as much as mine to think this traitor used the money we paid him that was supposed to support the Front Sight project and instead used it to support the gun-grabbing schemes of Hillary Clinton. This turncoat needs to be punished, to the full extent the law will allow, for what he has done to us and what he has done to you.

So WHY is this imposter claiming we are in default on some weasel-worded, highly questionable interpretation of his funding agreement?

WHY would he attempt to steal Front Sight from you by selling Front Sight's land and water rights?

One word... **LEVERAGE.**

He is attempting to leverage us with his false claims that we are in default so we will not pursue our **LEGITIMATE** claims against him, representing tens of millions of dollars in actual damages, for fraudulently conning us out of more than \$500,000 dollars and delaying our project for years with false promises he could raise \$150 million in low interest construction funding for us.

When he couldn't deliver raising \$150 million, he promised \$75 million. Then when he failed to deliver on that promise, he said it would be \$50 million, then \$25 million and so on...

He would deliver an occasional, small amount of funds, with promises he had more "in the pipeline" but the promised "in the pipeline" full-funding never appeared. This is how he kept the long con in place. He kept taking our money, never providing the promised full-funding, all the while sinisterly plotting for the moment he could leverage us to negotiate his free and clear exit, after taking over \$500,000 from us.

He has manufactured a bogus claim that we are in default, made outrageous demands including charging default interest on the minimal funds he had previously delivered and threatened to foreclose on the project, and sell it, if we do not agree to his outrageous demands.

Of course he knows that with a default in place, even a fraudulent claim of default that he could never prove, it would still place a cloud on the project that would cause us to lose money and time in fighting the default, scare off contractors from working on the project, cause concern among potential students and members of Front Sight's viability, and delay the project completion for years.

He is banking on this threat of stealing Front Sight from you as leverage to negotiate a free and clear exit from his fraudulent misrepresentations and the tens of millions of dollars in the financial damages he has caused us with his lies and failure to deliver the full-funding he promised multiple times.

I know you are like me and believe that good, noble people like we are, must stand up against the corrupt and dishonorable of the world. That is why I know you are as mad as I am and I am sure you agree, we cannot let this lying, gun-grabbing Hillary Clinton supporting, con man get away with his malicious plan.

HOW did this happen? Quite frankly we got suckered by his fraudulent misrepresentations and the occasional funding he did deliver, and for a while, we believed the reasons he stated for the delays.

As we were building the project on our own, we needed less funding each year, so we were willing to give him more time to fulfill his promises of full funding.

Believe me, once we realized he was nothing but a lying, two-faced, double-dealing con-artist, and made his move to try to steal Front Sight from you, WE HAD NO CHOICE BUT TO IMMEDIATELY AND AGGRESSIVELY FILE A LAWSUIT AGAINST HIM.

As I am sure you agree 100%, we cannot stand by and allow anyone to steal Front Sight from you under some bogus claim of default in an attempt to secure the right to sell Front Sight. We also cannot allow him to leverage such a frivolous default claim into some kind of settlement that allows him to get away free and clear of any responsibility for his fraudulent misrepresentations, that cost us tens of millions of dollars in delays and damages. WE HAVE NO CHOICE, WE HAVE TO FIGHT. We have all worked too hard and too long to allow such a travesty to occur or let a con man try to harm you and Front Sight in any way.

So who is the man attempting to steal Front Sight from You?

His name is Robert Dziubla.

Here are a few surveillance photos of him.



He lives at 1209 Sierra Linda Drive, Escondido, CA 92025.



He claims a Nevada business address in the high end enclave of Incline Village but it is nothing more than a postal drop and cannot even accept the Fed Ex Notice of our lawsuit. He claims to have a Regional Center in Nevada for raising foreign investment money but it is just on paper.

One of his excuses, after three years of failing to deliver on multiple promises of full funding, was that he had exhausted all of his money in pursuing the funding and was financially broke. With this lie, he conned us into giving him \$8,000 per month that he claimed he would use for marketing of the project to his network of foreign investors to secure the full funding he promised. As you can see from his million dollar home and the Lexus and brand new Mercedes Benz in his garage, he had not exhausted his finances and was not broke. The private investigation firm also discovered he holds significant financial assets. Robert Dziubla is a liar and a con man who was plotting to STEAL Front Sight from you all along.

We have filed our lawsuit to seek justice against Robert Dziubla's notorious claims of default and attempt to steal Front Sight from you. I have enclosed our [Lawsuit](#) and our [Motion for Receivership](#) asking the Court to appoint a Receiver to take over Dziubla's business so you can see all our legal claims against him.

There's no question that we will win our lawsuit against this swindler! Every attorney we've had review this case agrees we will win.

However, the problem that we face is not in winning the lawsuit.

The problem is the negative aspects of litigation.

They are:

1. It costs money and time to fight. If we don't act immediately and aggressively, it could take three years or more and cost \$500,000 or more in legal fees to receive justice in this case.
2. If we don't act immediately and aggressively, contractors, even those we have been using and have paid like clockwork, will be reluctant to work on the project because it is clouded in litigation.
3. If we don't act immediately and aggressively, REAL lenders, even those we have established to work with us on the project, will be reluctant to continue because the project is clouded in litigation.
4. If we don't act immediately and aggressively, potential students and potential members, even though we have never canceled a class in our 23 year history, have demonstrated consistent and phenomenal growth, even through obstacles and challenges much greater than this, will have concerns about Front Sight's viability due to the cloud of litigation and may not purchase courses or memberships.
5. If we don't act immediately and aggressively, advertisers, even those we have used in the past with great success and paid without fail will be reluctant to accept our advertising for fear they may not get paid due to the litigation.

Yes, just when we are almost done with all the grading of the entire resort, with infrastructure (water, power, sewer) going in next and then vertical construction to follow, we have the potential of the project being delayed for years... unless we all act together immediately and aggressively to stand up to this lying thief!

So with all the potential negative aspects of litigation, why did we file our lawsuit?

As I said before and as I am sure you agree. WE HAVE NO CHOICE. We cannot stand by and allow a thief to steal Front Sight from YOU under some bogus claim of default in an attempt to secure the right to sell Front Sight.

We also cannot allow him to leverage such a frivolous default claim into some kind of settlement that allows him to get away free and clear of any responsibility for his fraudulent misrepresentations of full funding, that cost us tens of millions of dollars in delays and damages.

REMEMBER, this lying, two-faced, gun-grabbing Hillary Clinton supporting, con man, Robert Dziubla, knows we could suffer the adverse effects of litigation and THAT is what his is counting on by attempting to steal Front Sight from you as LEVERAGE to force us into giving him a free and clear exit from all of his transgressions against us. I know you see what he is trying to get away with, and I know you are just like me in your mindset of what is right and wrong and know we must fight.

But don't worry. We can overcome the negative aspects of litigation and get the Front Sight Resort built on schedule or even faster by immediately and aggressively following these Secrets of the Ultra-Successful that I have learned and perfected over nearly 40 years of real world experience in business matters like these.

Here's how we turn the tables on Dziubla and shove his dirty deeds against you right down his throat...

1. Now that we filed our lawsuit, we press our prosecution of the litigation like a blitzkrieg and we do not ease our blistering legal attack until we have decisively won, forcing Dziubla into debtor's court to expose his assets for our collection or forcing him into financial ruin in bankruptcy court.
2. Now that we have filed our lawsuit, we increase our marketing dramatically by paying advertisers in advance to fill our courses and attract tens of thousands or more students to experience Front Sight first hand, and like you, want to align with our purpose to positively change the image of gun ownership in our lifetimes by becoming a member and supporting our mission. You may have already noticed endorsed radio ads we have begun running on the Larry Elder Show, the Dennis Prager Show, the Leeann Tweeden Show, the Ben Shapiro Show, and World Net Daily that are driving hundreds of new students and members to us each day. We will be adding more radio personalities and other media to our marketing each month as we press our litigation.
3. Now that we have filed our lawsuit, we continue construction progress by paying contractors currently working on the project with advance deposits to keep them working on the project with confidence. We will offer contractors we need for infrastructure and vertical construction similar advance deposits and incentives to work on project while we prosecute our litigation.
4. Now that we have filed our lawsuit we need to increase cash reserves and profit so potential lenders that may be needed to complete project see that litigation has not adversely affected Front Sight's ability to profitably operate, grow, and accumulate cash reserves.
5. Now that we have filed our lawsuit we need to REWARD YOU, my loyal and supportive member with a special "Exchange in Abundance" for your good faith in Front Sight's purpose and your immediate financial support in overcoming the obstacles of litigation as we fight against the con man who is trying to steal Front Sight from you.

Yes, this litigation we must fight against an evil man plotting to steal Front Sight from you, means I am going to reward you like never before, for your faith in action by helping good overcome evil and your continued, immediate support of Front Sight's mission.

I have created a **geometric**, ascending scale of "Exchange in Abundance" so the more you support Front Sight the greater your benefits and they grow geometrically!

As I have written several times in the my e-mail correspondence with you, that once the resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine you are accustomed to experiencing whenever you attend a course at Front Sight, I will gently and generously turn the operation of Front Sight over to you, my loyal and supportive members, so you and your families can own and operate Front Sight for generations to come.

When it is time to turn over Front Sight Firearms Training Institute to you, I will allow you to trade in your surplus credits, memberships, and certificates for your percentage of ownership.

This means that the more credits, memberships and certificates YOU have to trade in, the greater percentage of ownership you will secure relative to the other members.

For this reason, you should build up your account AS MUCH AS YOU CAN. In other words, you cannot have too many credits, memberships and certificates to trade in. Quite the opposite. The more credits, memberships and certificates YOU have, the more percentage of ownership you will be able to secure relative to the other members.

And to REWARD YOU, my loyal and supportive member for your faith in Front Sight and your financial support in overcoming the obstacles of litigation as we fight against the con man who is trying to steal Front Sight from you, I have created the greatest **GEOMETRIC** "Exchange in Abundance" that rewards you in a geometric fashion for your support. Meaning the more you participate the greater your benefits are accumulated geometrically. Instead of 1:1 benefits, you will get 2:1, 4:1, 8:1, 16:1, 32:1, and so on...

This is the greatest opportunity you will EVER have to GEOMETRICALLY grow the surplus memberships, credits, and certificates you have in your account.

Then, when the resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine you are accustomed to experiencing whenever you attend a course at Front Sight, and I offer to gently and generously turn the operation of Front Sight over to my loyal and supportive members, you will have what you need to trade in to secure as much ownership percentage as possible relative to the other members, so you and your families can own Front Sight for generations to come.

What am I going to do with your participation in this GEOMETRIC Front Sight "Exchange in Abundance" Reward? Exactly what I outlined above...

1. Destroy Dziubla by rapidly and aggressively prosecuting our lawsuit against him to overwhelming victory!
2. Increase our marketing to spread Front Sight's message to all gun owners and grow Front Sight dramatically!
3. Grow our financial reserves, increase the pace of construction and complete the Front Sight Resort in record time!

Participate to the highest levels you possibly can so we will win our lawsuit quickly, grow Front Sight dramatically, complete the resort in record time, and pay for it in full.

See my greatest GEOMETRIC "Exchange in Abundance" Reward for your loyal support and participate to the highest levels you can today...

Greatest GEOMETRIC Front Sight "Exchange in Abundance" Reward

First, even if you only participate at the \$10 Litigation War Chest Fund level, I am placing \$200 in Front Sight Credits into your account that you can use in our pro shop or for your criminal background checks and I'm giving you 2, Four Day Course Certificates and 2, Patriot Lifetime Memberships that you can sell or transfer to anyone you wish, simply to thank you for being a Front Sight Member because I know you believe in our purpose to positively change the image of gun ownership in our lifetimes and you continue to support our mission.

Yes, it's true. Just check the \$10 Litigation War Chest Fund box and I will place \$200 in Front Sight credits, plus 2 Four Day Course Certificates and 2 Patriot Lifetime Memberships into your account.

PLUS, I will place these assets in your account **BEFORE** the Doubling, Tripling, Quadrupling, 5X, 7X, 10X, 20X, 50X or 100X occurs in your account assets! So even if you are relatively new to Front Sight and do not have much in the way of account assets, by placing \$200 in credits and 2, Four Day Course Certificates and 2, Patriot Lifetime Memberships into your account **BEFORE** processing whatever higher levels you participate you select, **YOU** will have \$200 in Credits and 2 Memberships and 2 Certificates to geometrically grow to the highest levels you want and thus position yourself for even greater future benefits and ownership.

I told you this was my Greatest GEOMETRIC "Exchange in Abundance" Reward I have ever created!

And here is the smartest move...

If you start by participating at the \$25 or \$50 or \$100 or \$500 or \$1,000 Litigation War Chest Fund level, I will place even more Credits, Certificates and Memberships into your account **BEFORE** you select the Geometric Multiplying Levels of my "Exchange in Abundance" Rewards. The more you start with in your account, the **GREATER** your assets will grow with the geometric multiplier you select. So select the highest level for the greatest geometric gain!

Step 1 is to select the HIGHEST level you would like to participate in Front Sight's Litigation War Chest Fund.

Remember, the more you participate at this level, the more Credits, Certificates and Memberships get placed into your account, and the greater **ALL** your Front Sight assets will grow when you select the highest Geometric Multiplying Level of my "Exchange in Abundance" Reward.

Step 2, once you have selected the HIGHEST level you would like to participate in Front Sight's Litigation War Chest Fund, then select the HIGHEST level you can from my Geometric Multiplying "Exchange in Abundance" Reward to gain the MAXIMUM BENEFITS!

Here is an example of how this works...

Let's say you select the \$500 Litigation War Chest Level and then select the \$5997 Geometric Reward Level for a total participation of \$6,497. First, I will add \$10,000 in Front Sight Credits, 100 Four Day Course Certificates and 100 Patriot Lifetime Memberships into your account.

THEN, those assets I added PLUS everything that is already in your account (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) will be INCREASED 20X! PLUS I give you a Piazza Pistol in 9mm or .40SW.

The \$10,000 in Front Sight Credits, 100 Four Day Course Certificates and 100 Patriot Lifetime Memberships placed into your account from your Litigation War Chest participation immediately becomes **\$200,000 in Front Sight Credits, 2,000 Four Day Course Certificates and 2,000 Patriot Lifetime Membership PLUS I give you a Piazza Pistol, PLUS any other assets that were already in your account** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) **INCREASE BY 20X too!**

So select the **HIGHEST** level you can at **BOTH** the Litigation War Chest Level **AND** the Geometric "Exchange in Abundance" Reward Level for the **GREATEST BENEFIT POSSIBLE!**

Complete the Litigation War Chest and Geometric Front Sight "Exchange in Abundance" Enrollment Form TODAY because it is time to deliver some long overdue justice to that lying, two-faced, gun-grabbing Hillary Clinton supporting, con man, Robert Dziuabla and its time to dramatically grow Front Sight, and it is time to complete the Front Sight Resort ahead of schedule!

Here you go... Just check the box that is best for you in Step 1 and Step 2 below...

Secure, On-Line Rapid Enrollment Form Litigation War Chest Fund & Geometric "Exchange in Abundance" Reward With Special Gun Bonuses

STEP 1:

Yes, Dr. Piazza. I want you to destroy the lying, two-faced, gun-grabbing Hillary Clinton supporting, con man Robert Dziuabla by rapidly and aggressively prosecuting our lawsuit against him to overwhelming victory. I understand that by checking the appropriate Litigation War Chest box below, you will place the corresponding amount of Front Sight Credits, Certificates and Memberships into my Front Sight account BEFORE you apply the Geometric Multiplying "Exchange in Abundance" Reward to my account, making ALL of my Front Sight assets grow that much larger.

I understand I can use the Front Sight Credits for purchases in the pro shop, membership transfer fees, criminal background checks and special offers Front Sight provides in the future. I understand I can gift, sell or transfer the certificates and memberships to anyone I wish. I further understand that when Front Sight Resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine I am accustomed to experiencing whenever I attend a course at Front Sight, I will be allowed to trade my surplus Credits, Certificates and Memberships back into Front Sight for a percentage of ownership in Front Sight. I further understand that the more Credits, Memberships and Certificates I have to trade back in relative to the other members, the greater the percentage of ownership in Front Sight I will secure.

Front Sight Litigation War Chest Participation

- \$10 for \$200 in Front Sight Credits**, 2 Four Day Course Certificates, 2 Patriot Lifetime Memberships
- \$25 for \$500 in Front Sight Credits**, 5 Four Day Course Certificates, 5 Patriot Lifetime Memberships
- \$50 for \$1,000 in Front Sight Credits**, 10 Four Day Course Certificates, 10 Patriot Lifetime Memberships
- \$100 for \$2,000 in Front Sight Credits**, 20 Four Day Course Certificates, 20 Patriot Lifetime Memberships
- \$500 for \$10,000 in Front Sight Credits**, 100 Four Day Course Certificates, 100 Patriot Lifetime Memberships
- \$1,000 for \$20,000 in Front Sight Credits**, 200 Four Day Course Certificates, 200 Patriot Lifetime Memberships

Step 2

Yes Dr. Piazza I want you to geometrically increase my Front Sight Credits, Certificates, and Memberships AFTER you place the Front Sight Credits, Memberships and Certificates into my Front Sight account that I selected above with my Front Sight Litigation War Chest Participation, so my Front Sight assets have greater growth with the Geometric Multiplier I select below.

I understand I can use the Front Sight Credits for purchases in the pro shop, membership transfer fees, criminal background checks and special offers Front Sight provides in the future. I understand I can gift, sell or transfer the certificates and memberships to anyone I wish. I further understand that when Front Sight Resort is completed, financially self-sufficient, self-sustaining, and running like the well-oiled machine I am accustomed to experiencing whenever I attend a course at Front Sight, I will be allowed to trade my surplus Credits, Certificates and Memberships back into Front Sight for a percentage of ownership in Front Sight. I further understand that the more Credits, Memberships and Certificates I have to trade back in relative to the other members, the greater the percentage of ownership in Front Sight I will secure.

NOTE: You must select a level of Front Sight Litigation War Chest participation BEFORE selecting your highest level of Geometric "Exchange in Abundance" Reward.

Front Sight Geometric "Exchange in Abundance" Reward

● **\$497 DOUBLES all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$997 TRIPLES all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$1497 QUADRUPLES all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$1997 5X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$2497 7X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$2997 10X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas)

● **\$5997 20X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) **PLUS I'll give you a Front Sight Piazza SP1 Pistol in 9mm or .40SW**

● **\$11,997 50X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) **PLUS I'll give you 2, Front Sight Piazza SP1 Pistols. One in 9mm and the other in .40SW**

● **\$23,997 100X's all your Front Sight Account Assets** (except hotel certificates, private training certificates, TBD President memberships, Vacation Club Villas) **PLUS I'll give you 4, Front Sight Piazza SP1 Pistols. Two in 9mm and the other two in .40SW**



STEP 3:

Fill out your membership details:

First Name:*

Last Name:*

Membership Type:*(Current)

Select Membership: ▼

Membership Number:*(Including words/letters)

Address:*

Address 2:

City:*

State:*

▼

Zip Code:*

Email Address:*

Confirm Email Address:*

Phone:

My Front Sight Username:(Optional)

Payment Information:



Name on Card:*

Card Number:*

Expiration Date (mm/yy):*

Security Code: * [What is this?](#)

[Click Here](#) if your Billing Address is Different Than Your Shipping Address.

If you would like to use multiple credit cards, call my Concierge Staff at (800) 987-7719 between the hours of 8:30am and 5:30pm PST and they will assist you in your purchase.

Because we have filed our lawsuit and the case is in litigation, the Concierge Staff will only be able answer questions about participating in the Front Sight War Chest Fund and the Geometric "Exchange in Abundance" Reward.

If after reading all of the information I have shared with you, you still have questions that only I can answer, then please e-mail me directly at DrPiazza@FrontSight.com 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!

Reception

From: efilimgmail@tylerhost.net
Sent: Monday, May 18, 2020 4:26 PM
To: BKfederaldownloads
Subject: Notification of Service for Case: A-18-781084-B, Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s) for filing Motion for Protective Order - MPOR (CIV), Envelope Number: 6066392

Notification of Service

Case Number: A-18-781084-B
 Case Style: Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
 Envelope Number: 6066392



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

Filing Details	
Case Number	A-18-781084-B
Case Style	Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
Date/Time Submitted	5/18/2020 4:22 PM PST
Filing Type	Motion for Protective Order - MPOR (CIV)
Filing Description	Motion for Protective Order Regarding the Defendants' Private Financial Information
Filed By	Josephine Baltazar
Service Contacts	Front Sight Management LLC: Traci Bixenmann (traci@johnaldrichlawfirm.com) John Aldrich (jaldrich@johnaldrichlawfirm.com) Las Vegas Development Fund LLC: John Bailey (jbailey@baileykennedy.com) Bailey Kennedy, LLP (bkfederaldownloads@baileykennedy.com) Kathryn Holbert (kholbert@farmercase.com)

	Andrea Champion (achampion@baileykennedy.com) Keith Greer (keith.greer@greerlaw.biz) Dianne Lyman (dianne.lyman@greerlaw.biz) Mona Gantos (mona.gantos@greerlaw.biz) Joshua Dickey (jdickey@baileykennedy.com)
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Document Details

Served Document	Download Document
------------------------	-----------------------------------

This link is active for 30 days.

EXHIBIT “11”

EXHIBIT “11”

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

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

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

Attorneys for Defendants

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

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
24 Nevada Limited Liability Company; et al.,

25 Defendants.
26

27
28 AND ALL RELATED COUNTERCLAIMS.

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

**NOTICE OF ENTRY OF ORDER
GRANTING DEFENDANTS' MOTION
FOR PROTECTIVE ORDER
REGARDING THE DEFENDANTS'
PRIVATE FINANCIAL INFORMATION**

1 PLEASE TAKE NOTICE that an Order Granting Defendants' Motion for Protective Order
2 Regarding the Defendants' Private Financial Information was entered on July 10, 2020; a true and
3 correct copy of which is attached hereto.

4 DATED this 10th day of July, 2020.

5 BAILEY ❖ KENNEDY

6
7 By: /s/ Andrea M. Champion

8 JOHN R. BAILEY

9 JOSHUA M. DICKEY

10 ANDREA M. CHAMPION

11 *Attorneys for Defendants*

12 LAS VEGAS DEVELOPMENT FUND

13 LLC; EB5 IMPACT CAPITAL

14 REGIONAL CENTER LLC; EB5 IMPACT

15 ADVISORS LLC; ROBERT W.

16 DZIUBLA; JON FLEMING; and

17 LINDA STANWOOD

18
19
20
21
22
23
24
25
26
27
28
BAILEY ❖ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 10th day of July, 2020, service of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS’ MOTION FOR PROTECTIVE ORDER REGARDING THE DEFENDANTS’ PRIVATE FINANCIAL INFORMATION** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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

Email:
jaldrich@johnaldrichlawfirm.com

*Attorneys for
Plaintiff/Counterdefendants*
FRONT SIGHT MANAGEMENT,
LLC; IGNATIUS A. PIAZZA II;
JENNIFER PIAZZA; VNV
DYNASTY TRUST I; VNV
DYNASTY TRUST II; AND
MICHAEL MEACHER

TOP RANK BUILDERS INC.
2941 Lorelie Street
Pahrump, Nevada 89048

Counterdefendant

ALL AMERICAN CONCRETE &
MASONRY INC.
2941 Lorelie Street
Pahrump, Nevada 89048

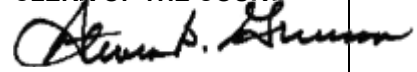
Counterdefendant

MORALES CONSTRUCTION, INC.
2941 Lorelie Street
Pahrump, Nevada 89048

Counterdefendant

/s/ Stephanie M. Kishi
Employee of BAILEY ❖ KENNEDY

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



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDR

JOHN R. BAILEY
Nevada Bar No. 0137
JOSHUA M. DICKEY
Nevada Bar No. 6621
ANDREA M. CHAMPION
Nevada Bar No. 13461
BAILEY ❖ KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
JDickey@BaileyKennedy.com
AChampion@BaileyKennedy.com

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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

Case No. A-18-781084-B

Dept. No. XVI

**ORDER GRANTING DEFENDANTS'
MOTION FOR PROTECTIVE ORDER
REGARDING THE DEFENDANTS'
PRIVATE FINANCIAL INFORMATION**

AND ALL RELATED COUNTERCLAIMS.

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


1 This matter came before the Court on June 24, 2020, at 1:30 p.m. on Defendants’ Motion for
2 Protective Order Regarding the Defendants’ Private Financial Information (the “Motion”). John P.
3 Aldrich appeared on behalf of Plaintiff Front Sight Management LLC (“Front Sight”); and Andrea
4 M. Champion appeared on behalf of Defendants and Counterclaimant Las Vegas Development
5 Fund, LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact Advisors, LLC, Robert W.
6 Dziubla, Jon Fleming, and Linda Stanwood (the “EB5 Parties”). The Court having reviewed the
7 pleadings on file herein, having heard oral argument by the parties, and for good cause appearing
8 therefore,

9 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is GRANTED.

10 The Court finds that, with the exception of EB5 Impact Advisors, LLC, the EB5 Parties’
11 private, financial information is not relevant to Front Sight’s fraudulent misrepresentation and
12 breach of contract claims. Therefore, the Court finds that Front Sight is not entitled to financial
13 information from Las Vegas Development Fund, LLC, EB5 Impact Capital Regional Center, Robert
14 W. Dziubla, Jon Fleming, or Linda Stanwood.

15 The Court does not, at this time, address whether Front Sight may seek additional
16 information that relates to marketing fees paid by Front Sight to EB5 Impact Advisors, LLC, or
17 whether all such information has been previously produced.

18 **IT IS SO ORDERED** this 9th day of July, 2020.

19
20 
21 HONORABLE TIMOTHY C. WILLIAMS
22 DISTRICT COURT JUDGE CG
23
24
25
26
27
28

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

1 Respectfully submitted by:

Approved as to form and content:

2 **BAILEY KENNEDY, LLP**

ALDRICH LAW FIRM, LTD.

3

4 /s/ Andrea M. Champion

/s/ John P. Aldrich

5 JOHN R. BAILEY
6 Nevada Bar No. 0137
7 JOSHUA M. DICKEY
8 Nevada Bar No. 6621
9 ANDREA M. CHAMPION
10 Nevada Bar No. 13461
11 8984 Spanish Ridge Avenue
12 Las Vegas, Nevada 89148-1302
13 Telephone: 702.562.8820
14 Facsimile: 702.562.8821
15 JBailey@BaileyKennedy.com
16 JDickey@BaileyKennedy.com
17 AChampion@BaileyKennedy.com

JOHN P. ALDRICH
Nevada Bar No. 6877
CATHERINE HERNANDEZ
Nevada Bar No. 8410
7866 West Sahara Avenue
Las Vegas, Nevada 89117
Tel: 702.853.5490
Fax: 702.227.1975
jaldrich@johnaldrichlawfirm.com
chernandez@johnaldrichlawfirm.com

Attorneys for Plaintiff
FRONT SIGHT MANAGEMENT LLC

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

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

16
17
18
19
20
21
22
23
24
25
26
27
28

Jennifer Kennedy

From: John Aldrich <jaldrich@johnaldrichlawfirm.com>
Sent: Tuesday, July 7, 2020 5:00 PM
To: Andrea Champion; 'Traci Bixenmann'
Cc: Joshua Dickey; John Bailey; Jennifer Kennedy; Rebecca Crooker
Subject: RE: Front Sight v. LVDF: Proposed Order on Motion for Protective Order

Follow Up Flag: Follow up
Flag Status: Flagged

Andi,

I do not have any changes to the proposed order. You may affix my e-signature. Thanks.

John P. Aldrich, Esq.
ALDRICH LAW FIRM, LTD.
7866 West Sahara Avenue
Las Vegas, Nevada 89117
jaldrich@johnaldrichlawfirm.com
Tel (702) 853-5490
Fax (702) 227-1975
Visit us online at <http://www.johnaldrichlawfirm.com>

WE HAVE MOVED! Please note our new address above.

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: John Aldrich [mailto:jaldrich@johnaldrichlawfirm.com]
Sent: Tuesday, July 7, 2020 6:14 AM
To: 'Andrea Champion'; 'Traci Bixenmann'
Cc: 'Joshua Dickey'; 'John Bailey'; 'Jennifer Kennedy'; 'Rebecca Crooker'
Subject: RE: Front Sight v. LVDF: Proposed Order on Motion for Protective Order

Good morning Andi,

I will get back to you on this today.

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

EXHIBIT “12”

EXHIBIT “12”

From: [Teresa Pilatowicz](#)
To: [Andrea Champion](#); [Brian Shapiro \(brian@brianshapirolaw.com\)](mailto:brian@brianshapirolaw.com)
Cc: [Caitlin Halm](#)
Subject: Front Sight/LVDF -LVDF 30(b)(6) Topics
Date: Friday, February 3, 2023 10:22:18 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[LVDF - 30\(b\)\(6\) topics.pdf](#)

Andi and Brian:

Attached please find Front Sight's 30(b)(6) topic list for a deposition of LVDF in connection with Front Sight's adversary claims and claim objection. Please let me know your client's availability for a deposition.

Thanks,

Teresa M. Pilatowicz

Attorney

P 702 478 0559 | F 725 777 3112

GARMAN | TURNER | GORDON

2415 E. CAMELBACK ROAD, SUITE 700
PHOENIX, AZ 85016

[website](#) | [vCard](#) | [map](#) | [email](#)



TOPICS FOR TESTIMONY

1. The representations made to Front Sight and its representative regarding “our EB-5 funding and/or fundraising” as stated in ¶ 5 of the Amended Claim.
2. LVDF’s representatives experience with EB-5 funding and/or fundraising” as stated in ¶ 5 of the Amended Claim.
3. The terms of the private equity financing identified in ¶ 6 of the Amended Claim.
4. The basis for Your understanding of the EB-5 program.
5. The status of any of LVDF’s investors’ I-525 and I-829 petitions .
6. Communications LVDF or its investors received from USCIS regarding:
 - 1) Job Creation,
 - 2) Use of funds by LVDF;
 - 3) Sufficiency of records provided to USCIS by the investor
 - 4) The scope of the Front Sight Project.
7. Any requests for information LVDF or its investors received from USCIS.
8. Any communications between you USCIS regarding the project.
9. The relationship between LVDF, EB5IA and EB5IC, and the factual basis for the contention that they are “distinct and play a different role in the Front Sight Project,” as stated in ¶ 14 of the Amended Claim.
10. All payments made by LVDF to foreign placement agents.
11. LVDF’s receipt and use of funds obtained from Front Sight.
12. Your interactions with Front Sight described in ¶ 21 of the Amended Claim and Front Sight’s.
13. All efforts used to EB5IA to diligently obtain EB-5 financing, as stated in ¶ 22 of the Amended Claim.
14. All EB-5 financing received by You from investors
15. Your use of all EB-5 financing received by You.
16. The factual basis for your assertion that Front Sight “fail[ed] to pay agreed upon costs under the Engagement Letter in a timely fashion” and “attempts to sidestep its obligation to pay for marketing expenses,” as alleged in ¶ 24 of the Amended Claim, including but not limited to the alleged costs and expenses, as well as the alleged failures and attempts of Front Sight.
17. All delays in your fundraising efforts, as well as the causes, as alleged in ¶ 25 of the Amended Claim.
18. The facts and circumstances surrounding the SLS Casino that you contend impacted your ability to raise funds.
19. When and how you became aware that Front Sight’s financing goals for the project could not be reached, as set forth in ¶28 of the Amended Claim.
20. All communications with Your EB-5 investors or members regarding construction of the Front Sight Project.
21. All communications with Your EB-5 investors or members regarding the raising of EB-5 funds and Front Sight’s financing goals.
22. The drafting of the Construction Loan Agreement and its amendments (collectively, the “CLA”).
23. The need or cause of each of the amendments to the CLA.
24. The drafting of the Promissory Note.
25. The terms of the CLA and Promissory Note.
26. All information required from USCIS from Front Sight.

27. The drafting and terms of the Original Deed of Trust.
28. The purpose behind the reduction of the CLA from \$75,000,000, including all requests from the “foreign placement consultants,” as alleged in ¶ 26 of the Amended Claim.
29. All government approved plans that Front Sight provided or failed to provide you, as alleged in ¶ 29 of the Amended Claim.
30. The construction schedule that you claim Front Sight ran behind on, as alleged in ¶ 29 of the Amended Claim
31. The Senior Debt that you claim Front Sight failed to obtain, as alleged in ¶ 29 of the Amended Claim.
32. The requisite EB-5 prove up documents, you allege Front Sight failed to provide, as alleged in ¶ 29 of the Amended Claim.
33. The monthly project costs you contend Front Sight was obligated to provide, as alleged in ¶ 29 of the Amended Claim.
34. All communications you had with USCIS regarding the items in ¶ 29 of the Amended Claim, or any other breach of the CLA you contend occurred.
35. The date(s) in which you provided notice of any alleged default under the CLA.
36. LVDF’s contentions, if any, that the default rate of interest under the applicable loan documents is not a penalty and is otherwise enforceable.
37. LVDF’s alleged damages suffered as a result of Front Sight’s purported breaches of the CLA.
38. Any communications informing Front Sight of its “failures to comply with the CLA” and requests that it “comply with its obligations under the CLA.
39. All interest payments made to you under the CLA, and your use of the interest payments.
40. The loan statement and items contained thereon.
41. The calculation and basis for any late fees claimed by you, including the date the fees were incurred.
42. The calculation of any attorneys’ fees sought by you, both past and present, including the reasonableness and necessity of the fees.
43. Any and all agreements between you and any other party regarding the payment of attorneys’ fees.
44. Your retention or joint retention of any law firm for which you seek to recover attorney’s fees.
45. Your calculation of any current and past due interest claimed by you.
46. Your or your affiliated entities and principals receipt of any funds from EB-5 Investors or Front Sight.
47. Your communications with the “very experienced consultant in the timeshare finance industry,” as stated in FS(1)00462.
48. All discussions with Your EB-5 consultants regarding the application of EB-5 money and job creation, as stated in FS(1)00463.
49. Your contention in the *Response to Amended Objection to Claim No. 284 Filed by Las Vegas Development Fund, LLC* (“Claim Objection Response”) that “Front Sight never sought additional financing under the CLA.”
50. Your contention in the Claim Objection Response that “Front Sight...failed...to use best efforts to obtain Senior Debt.”

EXHIBIT “13”

EXHIBIT “13”



JONES LOVELOCK

February 11, 2023

Via E-Mail: tpilatowicz@gtg.legal

Teresa Pilatowicz, Esq.
Garman Turner Gordon, LLP
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119

Re: In re: *Front Sight Mgmt. LLC* – Topics for 30(b)(6) Testimony from Las Vegas Development Fund, LLC

Dear Ms. Pilatowicz,

We received and have reviewed the list of 50 proposed topics for the 30(b)(6) deposition of Las Vegas Development Fund, LLC (“LVDF”). This letter is intended to serve as LVDF’s objections to those topics. Most notably, *many* of the topics seek testimony that is subject to the following protective orders that remain in place: *See Findings of Fact and Conclusions of Law and Order Granting in Part and Denying in Part Defendants’ Motion for Protective Order*, filed June 30, 2020; *Order Granting the EB5 Parties’ Motion for Protective Order Regarding Subpoenas to Simone Williams and Ethan Devine and Denying Front Sight Management LLC’s Countermotion to Correct the June 30, 2020 Order Granting in Part and Denying in Part Mot. for Protective Order or From Relief From that Same Order*, filed January 25, 2021; *Order Granting Defendant/Counterclaimants’ Motion for Protective Order re: Subpoenas for Deposition and Production of Documents to Immigrant Investor Agent #1, Immigrant Investor Agent #2, Immigrant Investor Agent #3, and Immigrant Investor Agent #4*, filed March 29, 2022 (collectively, the “Protective Orders”). LVDF is understandably not willing to provide testimony in violation of the Protective Orders and thus, respectfully requests that the topics be amended before the deposition is noticed and scheduled.

LVDF’s specific objections to the proposed topics are as follows:

Topic 1 – This topic is overly broad, confusing, vague and ambiguous. Amended Claim does not have a paragraph 5. To the extent this topic is intended to cite to paragraph 5 of Robert Dziubla’s Declaration in support of the Amended Claim, Front Sight already obtained 30(b)(6) deposition testimony from LVDF regarding the statements Front Sight contends were misleading and/or false. *See generally* Deposition of Robert Dziubla, NRCP 30(b)(6) Representative of Defendant/Counterclaimant Las Vegas Development Fund, LLC, May 20, 2021. Therefore, this topic is also unduly burdensome, intended solely to harass LVDF, and to incur additional costs to duplicate discovery already

February 11, 2023

Page | 2

completed. If there are specific alleged statements that were not already covered by the previous deposition of LVDF, topic 1 should be limited to those specific alleged statements.

Finally, to be clear, LVDF does not concede, in any way, that it made any statements or representations to Front Sight regarding EB5IA's ability to market the Front Sight Project to potential EB-5 investors.

Topic 2 – This topic is overly broad, confusing, vague and ambiguous. Amended Claim does not have a paragraph 5. To the extent this topic is intended to cite to paragraph 5 of Robert Dziubla's Declaration in support of the Amended Claim, Front Sight already obtained 30(b)(6) deposition testimony from LVDF regarding Mr. Dziubla and Mr. Fleming's experience with EB-5 funding and fundraising. *See generally* Deposition of Robert Dziubla, NRCP 30(b)(6) Representative of Defendant/Counterclaimant Las Vegas Development Fund, LLC, May 20, 2021. Therefore, this topic is also unduly burdensome, intended solely to harass LVDF, and to incur additional costs to duplicate discovery already completed.

Finally, to be clear, LVDF does not concede, in any way, that it made any statements or representations to Front Sight regarding Mr. Dziubla or Mr. Fleming's experiences with EB-5 funding and/or fundraising.

Topic 5 – This topic seeks information clearly subject to the Protective Orders as the Court has determined that “[t]he Investors’ identities and investment information are not germane to the claims and defenses in this cases. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will not allow discovery as to the Investors.” The Protective Order remains in place and Front Sight's claim objection does not make this irrelevant information relevant.

Topic 6 – This topic seeks 30(b)(6) testimony from LVDF on information not within its possession, custody, and control and therefore, is improper under rule 30(b)(6). Specifically, as written, Front Sight seeks testimony from LVDF regarding communications its investors received from USCIS. LVDF therefore objects to that portion of topic 6 that seeks information from unnamed third parties, through LVDF.

LVDF further objects to this topic as overly broad, confusing, vague, and ambiguous. The phrase “use of funds by LVDF” is vague. To the extent Front Sight intends to ask about how Front Sight utilized the funds loaned by LVDF to Front Sight, LVDF has no objection to topic 6 as to communications LVDF received from USCIS, if any. If, instead, Front Sight intends to ask about how LVDF used funds, that information is subject to the *Order Granting Defendants’ Motion for Protective Order Regarding the Defendants’ Private Financial Information*, entered July 10, 2020. That order remains in place and Front Sight's claim objection does not make this irrelevant information relevant.

Topic 7 – This topic seeks 30(b)(6) testimony from LVDF on information not within its possession, custody, and control and therefore, is improper under rule 30(b)(6). Specifically, as written, Front Sight seeks testimony from LVDF regarding communications its investors received from USCIS. LVDF therefore objects to that portion of topic 6 that seeks information from unnamed third parties, through LVDF.

Topic 8 – This request is overly broad, confusing, vague, and ambiguous.

Topic 10 – This request seeks information subject to the Protective Orders.

Topic 11 – This topic seeks information that is subject to the *Order Granting Defendants’ Motion for Protective Order Regarding the Defendants’ Private Financial Information*, entered July 10, 2020.

Topic 12 – This request is overly broad, confusing, vague, and ambiguous. In addition, Front Sight already obtained 30(b)(6) deposition from LVDF regarding a number of interactions, meetings, and communications identified in Front Sight’s Second Amended Complaint and LVDF’s Counterclaim (many of which are now the subject of the Amended Claim Objection and Front Sight’s objections thereto). Therefore, to the extent Front Sight intends to seek duplicative testimony, the topic is also unduly burdensome, intended to harass LVDF, and to incur unnecessary additional costs.

Topic 13 – This topic is addressed to the wrong party as it seeks 30(b)(6) deposition testimony from LVDF about what another entity did.

Topic 14 – This request is overly broad, confusing, vague, and ambiguous. In addition, this topic seeks information subject to the Protective Orders and Front Sight’s claim objection does not make this irrelevant information relevant.

Topic 15 – This request is overly broad, confusing, vague, and ambiguous. In addition, this topic seeks information subject to the Protective Orders and Front Sight’s claim objection does not make this irrelevant information relevant.

Topic 18 – This request is overly broad, confusing, vague, and ambiguous.

Topic 20 – This request is overly broad, confusing, vague, and ambiguous. In addition, the topic calls for testimony that is subject to the Protective Orders.

Topic 21 – This request is overly broad, confusing, vague, and ambiguous. In addition, the topic calls for testimony that is subject to the Protective Orders.

Topic 22 – This request is overly broad, confusing, vague, and ambiguous. In addition, the topic, as written, may call for information that is privileged.

Topic 24 – This request is overly broad, confusing, vague, and ambiguous. In addition, the topic, as written, may call for information that is privileged.

Topic 25 – This request is overly broad, confusing, vague, and ambiguous.

Topic 26 – This request is overly broad, confusing, vague, and ambiguous.

Topic 27 – This request is overly broad, confusing, vague, and ambiguous. In addition, the topic, as written, may call for information that is privileged.

Topic 29 – This topic is overly broad, confusing, vague and ambiguous. Amended Claim does not have a paragraph 5. To the extent this topic is intended to cite to paragraph 5 of Robert Dziubla’s Declaration in support of the Amended Claim, the topic should be amended.

Topic 30 – This topic is overly broad, confusing, vague and ambiguous. Amended Claim does not have a paragraph 5. To the extent this topic is intended to cite to paragraph 5 of Robert Dziubla’s Declaration in support of the Amended Claim, the topic should be amended.

February 11, 2023

Page | 4

Topic 30 – This topic is overly broad, confusing, vague and ambiguous. Amended Claim does not have a paragraph 5. To the extent this topic is intended to cite to paragraph 5 of Robert Dziubla’s Declaration in support of the Amended Claim, the topic should be amended.

Topic 31 – This topic is overly broad, confusing, vague and ambiguous. Amended Claim does not have a paragraph 5. To the extent this topic is intended to cite to paragraph 5 of Robert Dziubla’s Declaration in support of the Amended Claim, Front Sight already obtained 30(b)(6) deposition testimony from LVDF regarding Front Sight’s failure to obtain senior debt. *See generally* Deposition of Robert Dziubla, NRCP 30(b)(6) Representative of Defendant/Counterclaimant Las Vegas Development Fund, LLC, May 20, 2021. Therefore, this topic is also unduly burdensome, intended solely to harass LVDF, and to incur additional costs to duplicate discovery already completed.

Topic 32 – This topic is overly broad, confusing, vague and ambiguous. Amended Claim does not have a paragraph 5. To the extent this topic is intended to cite to paragraph 5 of Robert Dziubla’s Declaration in support of the Amended Claim, the topic should be amended.

Topic 33 – This topic is overly broad, confusing, vague and ambiguous. Amended Claim does not have a paragraph 5. To the extent this topic is intended to cite to paragraph 5 of Robert Dziubla’s Declaration in support of the Amended Claim, the topic should be amended.

Topic 34 – This topic is overly broad, confusing, vague and ambiguous.

Topic 39 – LVDF’s use of the interest payments is subject to the *Order Granting Defendants’ Motion for Protective Order Regarding the Defendants’ Private Financial Information*, entered July 10, 2020.

Topic 40 – This topic is overly broad, confusing, vague and ambiguous.

Topic 41 – This topic is overly broad, confusing, vague and ambiguous.

Topic 42 – This topic is overly broad, confusing, vague and ambiguous.

Topic 43 – This topic is overly broad, confusing, vague and ambiguous.

Topic 44 – This topic is overly broad, confusing, vague and ambiguous.

Topic 46 – This topic is overly broad, confusing, vague and ambiguous. In addition, this topic seeks 30(b)(6) testimony from LVDF on behalf of another entity (EB5IA). Finally, that portion of the topic that seeks information about the investors or their financial information is subject to the Protective Orders.

Topic 48 – This topic is overly broad, confusing, vague and ambiguous.


February 11, 2023

Page | 5

Please advise as to your availability for a meet-and-confer to discuss the same.

Respectfully,

JONES LOVELOCK

A handwritten signature in black ink that reads "Andrea M. Champion". The signature is written in a cursive style with a long horizontal flourish at the end.

Andrea M. Champion, Esq.

EXHIBIT “14”

EXHIBIT “14”

1 GARMAN TURNER GORDON LLP
2 GREGORY E. GARMAN, ESQ.
3 Nevada Bar No. 6665
4 E-mail: ggarman@gtg.legal
5 TALITHA GRAY KOZLOWSKI, ESQ.
6 Nevada Bar No. 9040
7 E-mail: tgray@gtg.legal
8 TERESA M. PILATOWICZ, ESQ.
9 Nevada Bar No. 9605
10 E-mail: tpilatowicz@gtg.legal
11 7251 Amigo Street, Suite 210
12 Las Vegas, Nevada 89119
13 Telephone (725) 777-3000
14 Facsimile (725) 777-3112

15 *Attorneys for Reorganized Debtor*
16 *Front Sight Management LLC*

17 **UNITED STATES BANKRUPTCY COURT**
18 **FOR THE DISTRICT OF NEVADA**

19 In re:	Case No.: 22-11824-ABL
20 FRONT SIGHT MANAGEMENT LLC,	Chapter 11
21 Debtor.	

22 **NOTICE OF DEPOSITION OF THE FRCP 30(B)(6) DESIGNEE OF LAS VEGAS**
23 **DEVELOPMENT FUND, LLC**

24 PLEASE TAKE NOTICE that on the 31st day of March, 2023, beginning at 9:30 a.m.,¹ at
25 the office of Garman Turner Gordon LLP, 7251 Amigo Street, Suite 210, Las Vegas, Nevada
26 89119, Reorganized Debtor Front Sight Management LLC, by and through its counsel, the law
27 firm of Garman Turner Gordon LLP, will take the deposition of the Federal Rule of Civil
28 Procedure 30(b)(6) designee of Las Vegas Development Fund, LLC regarding the topics identified
on **Exhibit 1** attached hereto, pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure,
made applicable to the above-captioned case pursuant to Rules 7026 and 7030, before a Notary
Public, or before some other officer authorized by the law to administer oaths.

Oral examination, if not completed on the specified date, will continue from day to day

¹ Or on a date and time mutually agreeable to the parties.

1 excluding Sundays and Holidays, until completed. The testimony of the deposition will be
2 recorded *via* stenographic means and video recording.

3 DATED this 3rd day of March, 2023.

4 GARMAN TURNER GORDON LLP

5
6 By: /s/ Teresa M. Pilatowicz
7 GREGORY E. GARMAN, ESQ.
8 TALITHA GRAY KOZLOWSKI, ESQ.
9 TERESA M. PILATOWICZ, ESQ.
10 7251 Amigo Street, Suite 210
11 Las Vegas, Nevada 89119
12 *Attorneys for Reorganized Debtor Front*
13 *Sight Management LLC*
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

EXHIBIT 1

EXHIBIT A

Pursuant to Fed. R. Civ. P. 30(b)(6), made applicable to these proceedings pursuant to Fed. R. Bank. P. 7030, Las Vegas Development Fund, LLC shall designate one or more persons who consent to testify on its behalf as to all facts and other information known or reasonably available relating to the topics set forth below.

DEFINITIONS

1. “Affiliate” shall be ascribed the definition set forth in 11 U.S.C. § 101(2).
2. “Amended Claim” means the Amended Proof of Claim filed by LVDF on December 23, 2022 as in Bankruptcy Case No. 22-11824-ABL, and any amendments or supplements thereto.
3. “Communication(s)” shall mean, without limitation, any transmittal, conveyance or exchange of a word, statement, fact, thing, idea, document, instruction, information, demand, question or other information by any medium, whether by written, oral or other means, including but not limited to personal conversations, written correspondence, memoranda, letters, reports, publications, electronic communications, text messaging, instant messaging, messages via social media and electronic mail.
4. “CLA” means the Construction Loan Agreement dated October 6, 2016, between Front Sight and LVDF, and amendments thereto.
5. “Date” means the exact day, month, and year, if known, or if not known, Your best approximation thereof. Exact dates shall be given in all answers except where it is explicitly indicated than an approximate
6. “Deed of Trust” means the Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing executed in connection with the CLA and amendments thereto.
7. “Dziubla” means Robert Dziubla.
8. “EB5IA” means EB5 Impact Advisors, LLC.

9. “EB5IC” means EB5 Impact Capital Regional Center, LLC.
10. “Entity” includes, without limiting the generality of its meaning, every corporation, partnership, association, limited liability company, joint venture and professional business entity or any iteration, subsidiary, or affiliate thereof.
11. “Fleming” means Jon Fleming,
12. “Front Sight” means Front Sight Management, LLC.
13. “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit, executed by Front Sight and the Morales Parties on or around October 31, 2017.
14. “Person” shall mean any natural person, trust, Entity, association of Entities and/or natural persons, and/or governmental body.
15. “Project” means the construction of the Front Sight Resort & Vacation Club and an expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in a 550-acre site in Pahrump, Nevada, and as more specifically defined in the CLA.
16. “Promissory Notes” means the Promissory Note executed in connection with the CLA and any amendments thereto.
17. “Relate” or “relating to” means constituting, comprising, containing, setting forth, showing, disclosing, describing, explaining, summarizing, concerning, or referring to directly or indirectly.
18. “Relevant to” has the same meaning that it has in Fed. R. Civ. P. 26(b)(1) incorporated by Fed. R. Bank. P. 7026.
19. “USCIS” means U.S. Citizenship and Immigration Services.
20. “You” and “Your” shall mean Las Vegas Development Fund, LLC, and Your agents, servants, employees, attorneys, representatives, predecessors, or any other person over which You have control or have a superior right to compel to do an act or produce an item or information and specifically including, but not limited to: (i) any Entity of which You are an officer, director, manager, member, shareholder or in which You have or had any ownership or equity interest (contingent or otherwise); and (ii) any trust or similar device in which You are a

settlor, trustee, co-trustee, trust protector, or beneficiary or in which You have any interest (contingent or otherwise).

TOPICS FOR TESTIMONY

1. The representations made to Front Sight and its representative regarding “our EB-5 funding and/or fundraising” as stated in ¶ 5 of the Dzubula Declaration attached to the Amended Claim, specifically

- a. On April 7, 2012, Dziubla and Fleming claimed they had a “very good chance of raising the desired amounts” because of “the kind of creative and experienced approach that we bring to financing raises. . . .”
- b. On August 27, 2012, Dziubla and Fleming claimed they “have great depth of experience and expertise in the real estate financing market...,”
- c. On September 13, 2012 Dziubla further represented that he had “an expansive network of relationships throughout China for sourcing EB-5 investors; and this personal network coupled with our collective relationships with the leading visa advisory firms operating in China.”
- d. On September 13, 2012, Dzubula claimed to “have the luxury ... of picking and choosing the EB-5 projects we want to accept, and we accept only those projects that we think will be readily funded since we don’t get paid otherwise.”
- e. On September 28, 2012, Dzubula stated: “[W]e are currently working on a handful of other select projects totaling over \$250m of EB-5 debt financing.”
- f. On September 28, 2002, Dzubula stated “[w]e have spent much time and effort assembling a topnotch team. . . in China, Vietnam, and elsewhere,” which Dziubla claimed was “highly confidential and proprietary to us.”
- g. On September 28, 2002, Dzubula stated “Because we pay meticulous attention to choosing suitable EB-5 projects, working on just a few select projects, rigorously underwriting those projects before we go to market, and working with a long-time trusted team of partners in China and Asia, we have never failed to complete a raise

nor had a foreign investor's EB-5 visa denied. . . . Thus it is pretty straightforward to get the green card and the failure rate is quite low.”

2. LVDF's representatives “experience with EB-5 funding and/or fundraising” as stated in ¶ 5 of the Dzibula Declaration attached to the Amended Claim.

3. The terms of the private equity financing identified in ¶ 6 of the Dzibula Declaration attached to the Amended Claim.

4. The basis for Your understanding of the EB-5 program.

5. LVDF's knowledge of the status of any of LVDF's investors' I-525 and I-829 petitions.

6. Communications to LVDF from USCIS regarding:

- a. Job Creation;
- b. How EB5 fund received by LVDF were spent;
- c. Sufficiency of records provided to USCIS by any investor; and
- d. The scope and nature of the Front Sight Project.

7. Communications from LVDF to USCIS regarding:

- a. Job Creation;
- b. How EB5 fund received by LVDF were spent;
- c. Sufficiency of records provided to USCIS by any investor; and
- d. The scope and nature of the Front Sight Project

8. Any requests for information LVDF received from USCIS.

9. The relationship between LVDF, EB5IA, and EB5IC, and the factual basis for the contention that they are “distinct and play a different role in the Front Sight Project,” as stated in ¶ 14 of the Dzibula Declaration attached to the Amended Claim.

10. All payments made by LVDF to foreign placement agents.

11. LVDF's receipt and use of funds obtained from Front Sight, specifically

- a. Interest payments;
- b. \$90,000 paid to LVDF on November 22, 2017;

- c. \$40,000 paid to LVDF on December 29, 2017;
- d. \$60,000 paid to LVDF on March 1, 2018;
- e. \$56,000 paid to LVDF on May 2, 2018; and
- f. \$35,000 paid to LVDF on July 6, 2018.

12. Your interactions with Front Sight described in ¶ 21 of the Dzibula Declaration attached to the Amended Claim .

13. All EB-5 financing received by You from investors, specifically

- a. The amount of funds received;
- b. The date funds received; and
- c. The use of funds received

14. Your use of all EB-5 financing received by You.

15. The factual basis for your assertion that Front Sight “fail[ed] to pay agreed upon costs under the Engagement Letter in a timely fashion” and “attempts to sidestep its obligation to pay for marketing expenses,” as alleged in ¶ 24 of the Dzibula Declaration attached to the Amended Claim, including but not limited to the alleged costs and expenses, as well as the alleged failures and attempts of Front Sight.

16. All delays in your fundraising efforts, as well as the causes, as alleged in ¶ 25 of the Dzibula Declaration attached to the Amended Claim.

17. The facts and circumstances surrounding the SLS Casino that you contend impacted your ability to raise funds, as alleged in ¶ 25 of the Dzibula Declaration attached to the Amended Claim.

18. When and how you became aware that Front Sight’s financing goals for the project could not be reached, as set forth in ¶ 28 of the Amended Claim.

19. All communications with Your EB-5 investors or members regarding the status of construction of the Front Sight Project.

20. All communications with Your EB-5 investors or members regarding the raising of EB-5 funds and Front Sight’s financing goals.

21. The drafting of the CLA and its amendments, specifically
 - a. Who drafted the CLA and amendments; and
 - b. The drafting process for the CLA and amendments.
22. The need or cause of each of the amendments to the CLA
23. The drafting of the Promissory Note, specifically
 - a. Who drafted the Promissory Note; and
 - b. The drafting process for the Promissory note
24. The terms of the CLA and Promissory Note, specifically:
 - a. The payment of Existing Liens;
 - b. The “Commitment” as defined in the CLA;
 - c. Section 3.3;
 - d. Article V; and
 - e. Article VI.
25. All information required by USCIS that LVDF contends it was required to obtain from Front Sight.
26. The drafting and terms of the Deed of Trust, specifically
 - a. Who drafted the Deed of Trust; and
 - b. The drafting process for the Deed of Trust.
27. The purpose behind the reduction of the CLA from \$75,000,000, including all requests from the “foreign placement consultants,” as alleged in ¶ 26 of the Dzibula Declaration attached to the Amended Claim.
28. All government approved plans that Front Sight provided or failed to provide you, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.
29. The construction schedule that you claim Front Sight ran behind on, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.
30. The Senior Debt that you claim Front Sight failed to obtain, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim, specifically

- a. Your knowledge of Front Sight's efforts to obtain Senior Debt;
- b. Your knowledge of the Morales Construction Line of Credit;
- c. LVDF's position regarding the Morales Construction line of Credit as Senior Debt; and
- d. LVDF's evidence that Front Sight did not use best efforts to obtain Senior Debt.

31. The requisite EB-5 prove up documents LVDF alleges that Front Sight failed to provide, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

32. The monthly project costs you contend Front Sight was obligated to provide, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

33. All communications you had with USCIS regarding the items in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

34. The date(s) in which you provided notice of any alleged default under the CLA.

35. LVDF's contentions, if any, that the default rate of interest under the applicable loan documents is not a penalty and is otherwise enforceable.

36. LVDF's alleged damages suffered as a result of Front Sight's purported breaches of the CLA.

37. Any communications informing Front Sight of its "failures to comply with the CLA" and requests that it "comply with its obligations under the CLA.

38. All interest payments made to you under the CLA, and your use of the interest payments.

39. The loan statement and items contained thereon, specifically

- a. The calculation for any late fees claimed by you, including the date the fees were incurred;
- b. and basis for any late fees claim by you;
- c. The calculation of any attorneys' fees sought by you, both past and present;
- d. The reasonableness and/or necessity of the fees; and

e. Your calculation of any current and past due interest claimed by you.

40. Any and all agreements between you and any other party regarding the payment of attorneys' fees, and specifically how attorneys' fees and costs are split and billed amongst the EB5 Parties and whether it is LVDF's position that Front Sight is obligation to pay for the fees and costs of all of the EB5 Parties.

41. Your retention or joint retention of any law firm for which you seek to recover attorney's fees, and specifically how attorneys' fees and costs are split and billed amongst the EB5 Parties and whether it is LVDF's position that Front Sight is obligation to pay for the fees and costs of all of the EB5 Parties.

42. Your Affiliated entities and principals receipt of any funds from EB-5 Investors, including the use of those funds.

43. Your Affiliated entities and principals receipt of any funds from Front Sight, including the use of those fund.

44. Your communications with the "very experienced consultant in the timeshare finance industry," as stated in FS(1)00462.

45. All discussions with Your EB-5 consultants regarding the use of LVDF's loan proceed, including whether the use complied with the EB-5 requirements.

46. All discussions with Your EB-5 consultants regarding jobs created by the Project.

47. All discussions with Your EB-5 consultants regarding Front Sight's purported breach of the CLA.

48. Your contention in the *Response to Amended Objection to Claim No. 284 Filed by Las Vegas Development Fund, LLC* ("Claim Objection Response") that "Front Sight never sought additional financing under the CLA."

49. Your contention in the Claim Objection Response that "Front Sight...failed...to use best efforts to obtain Senior Debt."

EXHIBIT “15”

EXHIBIT “15”

GARMAN
TURNER
GORDON

7251 AMIGO STREET
SUITE 210
LAS VEGAS, NV 89119
WWW.GTG.LEGAL
PHONE: 725 777 3000
FAX: 725 777 3112

February 22, 2023

Teresa M. Pilatowicz, Esq.
Email: tpilatowicz@gtg.legal

VIA E-MAIL

Andrea M. Champion, Esq.
Jones Lovelock
6600 Amelia Earhart Ct., Suite C
Las Vegas, NV 89119
achampion@joneslovelock.com

Re: *In re: Front Sight Management, LLC*

Dear Ms. Champion:

As a follow up to our meet and confer on Friday, February 17, 2023, attached please find a revised topic list for the 30(b)(6) designee(s) of Las Vegas Development Fund, LLC (“LVDF”). With the amended list, I understand there are two remaining objections related to the LVDF 30(b)(6) deposition(s) (the “Deposition”): (1) the protective orders entered in case no. A-18-781084-B (the “State Court Action”) and (2) LVDF’s contention that LVDF has already been deposed on certain on the topics in the State Court Action and cannot be questioned on similar topics with respect to LVDF’s proof of claim (the “Proof of Claim”) in the Chapter 11 Bankruptcy Case (the “Chapter 11 Case”) of Front Sight Management, LLC (“Front Sight”).

As to the first issue, as we discussed, LVDF’s Proof of Claim constitutes a new and separate contested matter. The orders entered in the State Court Action do not govern the Proof of Claim, which is the matter for which Front Sight seeks the Deposition. As such, LVDF’s contention that Front Sight may not depose LVDF on matters that are the subject of a protective order in the State Court Action is incorrect. I understand that LVDF intends to file a motion for protective order in the Chapter 11 Case on this topic. Please file any such motion no later than March 1, 2023 and Front Sight will consent to an order shortening time and expedited hearing with a response deadline of March 10, 2023 such that the matter can be heard no later than March 15, 2023. Based on the expectation that the matter is addressed by March 15, 2023, please provide dates for the Deposition for the week of March 20, 2023.

As to the second issue, Front Sight is responding to the Proof of Claim filed by LVDF in the Chapter 11 Case. Any prior discovery completed in the State Court Action, even if similar (a point Front Sight does not concede), cannot be used as a limitation on Front Sight to defend against the claim that LVDF chose to file in the Chapter 11 Case. I understand that you intended to discuss this issue with LVDF’s bankruptcy counsel and advise as to whether LVDF still intends to pursue this objection. Please advise as soon as possible and, if not, advise whether you intend to include such argument in LVDF’s motion for protective order.

GARMAN TURNER GORDON LLP

Page 2

There were a myriad of other issues that we discussed, which are addressed below:

1. Continued Deposition of Rule 30(b)(6): LVDF has requested an additional four hours of testimony from Dr. Piazza on the 30(b)(6) topics for which he was designated. Given, among other things, that LVDF has already completed nearly fifteen hours of 30(b)(6) testimony for Front Sight in connection with the Chapter 11 Case, seven of which were with Dr. Piazza, and that LVDF seeks an additional deposition of Dr. Piazza in his individual capacity, Front Sight will not provide additional time for 30(b)(6) testimony absent further order from the Court.

2. Scheduling of Deposition of Ignatius Piazza – LVDF has requested a date for the deposition of Dr. Piazza in his individual capacity. As we discussed, Front Sight sent topics for the LVDF Deposition on February 3, 2023 and we have now held a meet and confer on those topics, with an amended topic list pursuant to the meet and confer attached. As was the previous position of LVDF, Front Sight will provide Dr. Piazza’s availability once LVDF has provided a date for its 30(b)(6) Deposition.

3. Supplemental Production: LVDF has requested that Front Sight provide a supplement to the written objections and responses to LVDF’s *Second Request for the Production of Documents*, which Front Sight will provide by Monday, February 27, 2023.

4. Production of Responsive Documents: LVDF’s discovery requests sought invoices from the Aldrich Law Firm. As we discussed, Front Sight intends to provide redacted copies of the invoices in the possession of Front Sight, which I understand to be invoices from July 1, 2020 on, and which Front Sight will provide by Monday, February 27, 2023. Front Sight is continuing its review to locate invoices prior to that date.

LVDF have also advised that it is no longer seeking the document filed by the Unsecured Creditor’s Committee (the “Committee”) in the Chapter 11 Case with respect to its analysis of alleged transfers but, instead, are seeking the documents provided to the Committee on which its analysis was based. Front Sight is reviewing the request and will advise if additional documents will be produced by Monday, February 27, 2023.

5. Request for Dismissal of Linda Stanwood – During our meet and confer on Friday, LVDF requested dismissal of Linda Stanwood based on testimony from the depositions to date. You also forwarded a letter previously sent to Mr. Aldrich with the same request. Front Sight is reviewing the request and will provide a response by March 10, 2022.

GARMAN TURNER GORDON LLP

Page 3

6. Meet and Confer Regarding LVDF's Discovery Responses – As I mentioned on our call, Front Sight would like to schedule a meet and confer on LVDF's discovery responses. Please let me know your availability for a call on March 1, 2, or 3. A formal letter setting forth the concerns, which I mentioned overlap the concerns discussed during our meet and confer with respect to the Deposition, will be sent in advance of the call so that we may have a fruitful discussion.

GARMAN TURNER GORDON

Teresa Pilatowicz

TERESA M. PILATOWICZ, ESQ.

EXHIBIT A

Pursuant to Fed. R. Civ. P. 30(b)(6), made applicable to these proceedings pursuant to Fed. R. Bank. P. 7030, Las Vegas Development Fund, LLC shall designate one or more persons who consent to testify on its behalf as to all facts and other information known or reasonably available relating to the topics set forth below.

DEFINITIONS

1. “Affiliate” shall be ascribed the definition set forth in 11 U.S.C. § 101(2).
2. “Amended Claim” means the Amended Proof of Claim filed by LVDF on December 23, 2022 as in Bankruptcy Case No. 22-11824-ABL, and any amendments or supplements thereto.
3. “Communication(s)” shall mean, without limitation, any transmittal, conveyance or exchange of a word, statement, fact, thing, idea, document, instruction, information, demand, question or other information by any medium, whether by written, oral or other means, including but not limited to personal conversations, written correspondence, memoranda, letters, reports, publications, electronic communications, text messaging, instant messaging, messages via social media and electronic mail.
4. “CLA” means the Construction Loan Agreement dated October 6, 2016, between Front Sight and LVDF, and amendments thereto.
5. “Date” means the exact day, month, and year, if known, or if not known, Your best approximation thereof. Exact dates shall be given in all answers except where it is explicitly indicated than an approximate
6. “Deed of Trust” means the Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing executed in connection with the CLA and amendments thereto.
7. “Dziubla” means Robert Dziubla.
8. “EB5IA” means EB5 Impact Advisors, LLC.

9. “EB5IC” means EB5 Impact Capital Regional Center, LLC.
10. “Entity” includes, without limiting the generality of its meaning, every corporation, partnership, association, limited liability company, joint venture and professional business entity or any iteration, subsidiary, or affiliate thereof.
11. “Fleming” means Jon Fleming,
12. “Front Sight” means Front Sight Management, LLC.
13. “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit, executed by Front Sight and the Morales Parties on or around October 31, 2017.
14. “Person” shall mean any natural person, trust, Entity, association of Entities and/or natural persons, and/or governmental body.
15. “Project” means the construction of the Front Sight Resort & Vacation Club and an expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in a 550-acre site in Pahrump, Nevada, and as more specifically defined in the CLA.
16. “Promissory Notes” means the Promissory Note executed in connection with the CLA and any amendments thereto.
17. “Relate” or “relating to” means constituting, comprising, containing, setting forth, showing, disclosing, describing, explaining, summarizing, concerning, or referring to directly or indirectly.
18. “Relevant to” has the same meaning that it has in Fed. R. Civ. P. 26(b)(1) incorporated by Fed. R. Bank. P. 7026.
19. “USCIS” means U.S. Citizenship and Immigration Services.
20. “You” and “Your” shall mean Las Vegas Development Fund, LLC, and Your agents, servants, employees, attorneys, representatives, predecessors, or any other person over which You have control or have a superior right to compel to do an act or produce an item or information and specifically including, but not limited to: (i) any Entity of which You are an officer, director, manager, member, shareholder or in which You have or had any ownership or equity interest (contingent or otherwise); and (ii) any trust or similar device in which You are a

settlor, trustee, co-trustee, trust protector, or beneficiary or in which You have any interest (contingent or otherwise).

TOPICS FOR TESTIMONY

1. The representations made to Front Sight and its representative regarding “our EB-5 funding and/or fundraising” as stated in ¶ 5 of the Dzubula Declaration attached to the Amended Claim, specifically

- a. On April 7, 2012, Dziubla and Fleming claimed they had a “very good chance of raising the desired amounts” because of “the kind of creative and experienced approach that we bring to financing raises. . . .”
- b. On August 27, 2012, Dziubla and Fleming claimed they “have great depth of experience and expertise in the real estate financing market...,”
- c. On September 13, 2012 Dziubla further represented that he had “an expansive network of relationships throughout China for sourcing EB-5 investors; and this personal network coupled with our collective relationships with the leading visa advisory firms operating in China.”
- d. On September 13, 2012, Dzubula claimed to “have the luxury ... of picking and choosing the EB-5 projects we want to accept, and we accept only those projects that we think will be readily funded since we don’t get paid otherwise.”
- e. On September 28, 2012, Dzubula stated: “[W]e are currently working on a handful of other select projects totaling over \$250m of EB-5 debt financing.”
- f. On September 28, 2002, Dzubula stated “[w]e have spent much time and effort assembling a topnotch team. . . in China, Vietnam, and elsewhere,” which Dziubla claimed was “highly confidential and proprietary to us.”
- g. On September 28, 2002, Dzubula stated “Because we pay meticulous attention to choosing suitable EB-5 projects, working on just a few select projects, rigorously underwriting those projects before we go to market, and working with a long-time trusted team of partners in China and Asia, we have never failed to complete a raise

nor had a foreign investor's EB-5 visa denied. . . . Thus it is pretty straightforward to get the green card and the failure rate is quite low.”

2. LVDF's representatives “experience with EB-5 funding and/or fundraising” as stated in ¶ 5 of the Dzibula Declaration attached to the Amended Claim.

3. The terms of the private equity financing identified in ¶ 6 of the Dzibula Declaration attached to the Amended Claim.

4. The basis for Your understanding of the EB-5 program.

5. LVDF's knowledge of the status of any of LVDF's investors' I-525 and I-829 petitions.

6. Communications to LVDF from USCIS regarding:

- a. Job Creation;
- b. How EB5 fund received by LVDF were spent;
- c. Sufficiency of records provided to USCIS by any investor; and
- d. The scope and nature of the Front Sight Project.

7. Communications from LVDF to USCIS regarding:

- a. Job Creation;
- b. How EB5 fund received by LVDF were spent;
- c. Sufficiency of records provided to USCIS by any investor; and
- d. The scope and nature of the Front Sight Project

8. Any requests for information LVDF received from USCIS.

9. The relationship between LVDF, EB5IA, and EB5IC, and the factual basis for the contention that they are “distinct and play a different role in the Front Sight Project,” as stated in ¶ 14 of the Dzibula Declaration attached to the Amended Claim.

10. All payments made by LVDF to foreign placement agents.

11. LVDF's receipt and use of funds obtained from Front Sight, specifically

- a. Interest payments;
- b. \$90,000 paid to LVDF on November 22, 2017;

- c. \$40,000 paid to LVDF on December 29, 2017;
- d. \$60,000 paid to LVDF on March 1, 2018;
- e. \$56,000 paid to LVDF on May 2, 2018; and
- f. \$35,000 paid to LVDF on July 6, 2018.

12. Your interactions with Front Sight described in ¶ 21 of the Dzibula Declaration attached to the Amended Claim .

13. All efforts used to EB5IA to diligently obtain EB-5 financing, as stated in ¶ 22 of the Dzibula Declaration attached to the Amended Claim.

14. All EB-5 financing received by You from investors, specifically

- a. The amount of funds received;
- b. The date funds received; and
- c. The use of funds received

15. Your use of all EB-5 financing received by You.

16. The factual basis for your assertion that Front Sight “fail[ed] to pay agreed upon costs under the Engagement Letter in a timely fashion” and “attempts to sidestep its obligation to pay for marketing expenses,” as alleged in ¶ 24 of the Dzibula Declaration attached to the Amended Claim, including but not limited to the alleged costs and expenses, as well as the alleged failures and attempts of Front Sight.

17. All delays in your fundraising efforts, as well as the causes, as alleged in ¶ 25 of the Dzibula Declaration attached to the Amended Claim.

18. The facts and circumstances surrounding the SLS Casino that you contend impacted your ability to raise funds, as alleged in ¶ 25 of the Dzibula Declaration attached to the Amended Claim.

19. When and how you became aware that Front Sight’s financing goals for the project could not be reached, as set forth in ¶ 28 of the Amended Claim.

20. All communications with Your EB-5 investors or members regarding the status of construction of the Front Sight Project.

21. All communications with Your EB-5 investors or members regarding the raising of EB-5 funds and Front Sight's financing goals.
22. The drafting of the CLA and its amendments, specifically
 - a. Who drafted the CLA and amendments; and
 - b. The drafting process for the CLA and amendments.
23. The need or cause of each of the amendments to the CLA
24. The drafting of the Promissory Note, specifically
 - a. Who drafted the Promissory Note; and
 - b. The drafting process for the Promissory note
25. The terms of the CLA and Promissory Note, specifically:
 - a. The payment of Existing Liens;
 - b. The "Commitment" as defined in the CLA;
 - c. Section 3.3;
 - d. Article V; and
 - e. Article VI.
26. All information required by USCIS that LVDF contends it was required to obtain from Front Sight.
27. The drafting and terms of the Deed of Trust, specifically
 - a. Who drafted the Deed of Trust; and
 - b. The drafting process for the Deed of Trust.
28. The purpose behind the reduction of the CLA from \$75,000,000, including all requests from the "foreign placement consultants," as alleged in ¶ 26 of the Dzibula Declaration attached to the Amended Claim.
29. All government approved plans that Front Sight provided or failed to provide you, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.
30. The construction schedule that you claim Front Sight ran behind on, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

31. The Senior Debt that you claim Front Sight failed to obtain, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim, specifically

- a. Your knowledge of Front Sight's efforts to obtain Senior Debt;
- b. Your knowledge of the Morales Construction Line of Credit;
- c. LVDF's position regarding the Morales Construction line of Credit as Senior Debt; and
- d. LVDF's evidence that Front Sight did not use best efforts to obtain Senior Debt.

32. The requisite EB-5 prove up documents LVDF alleges that Front Sight failed to provide, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

33. The monthly project costs you contend Front Sight was obligated to provide, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

34. All communications you had with USCIS regarding the items in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

35. All communications you had with USCIS regarding any other breach of the CLA you contend occurred.

36. The date(s) in which you provided notice of any alleged default under the CLA.

37. LVDF's contentions, if any, that the default rate of interest under the applicable loan documents is not a penalty and is otherwise enforceable.

38. LVDF's alleged damages suffered as a result of Front Sight's purported breaches of the CLA.

39. Any communications informing Front Sight of its "failures to comply with the CLA" and requests that it "comply with its obligations under the CLA.

40. All interest payments made to you under the CLA, and your use of the interest payments.

41. The loan statement and items contained thereon, specifically

- a. The calculation for any late fees claimed by you, including the date the fees were incurred;
- b. and basis for any late fees claim by you;
- c. The calculation of any attorneys' fees sought by you, both past and present;
- d. The reasonableness and/or necessity of the fees; and
- e. Your calculation of any current and past due interest claimed by you.

42. Any and all agreements between you and any other party regarding the payment of attorneys' fees.

43. Your retention or joint retention of any law firm for which you seek to recover attorney's fees.

44. Your Affiliated entities and principals receipt of any funds from EB-5 Investors, including the use of those funds.

45. Your Affiliated entities and principals receipt of any funds from Front Sight, including the use of those fund.

46. Your communications with the "very experienced consultant in the timeshare finance industry," as stated in FS(1)00462.

47. All discussions with Your EB-5 consultants regarding the use of LVDF's loan proceed, including whether the use complied with the EB-5 requirements.

48. All discussions with Your EB-5 consultants regarding jobs created by the Project.

49. All discussions with Your EB-5 consultants regarding Front Sight's purported breach of the CLA.

50. Your contention in the *Response to Amended Objection to Claim No. 284 Filed by Las Vegas Development Fund, LLC* ("Claim Objection Response") that "Front Sight never sought additional financing under the CLA."

51. Your contention in the Claim Objection Response that "Front Sight...failed...to use best efforts to obtain Senior Debt."

EXHIBIT “16”

EXHIBIT “16”



JONES LOVELOCK

February 24, 2023

Via E-Mail: tpilatowicz@gtg.legal.

Teresa M. Pilatowicz, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119

Re: In re Front Sight Management

Dear Ms. Pilatowicz,

We received your letter sent on February 22, 2023 following up from our meet and confer last Friday, February 17, 2023. Neither your letter nor the “amended” 30(b)(6) notice reflect our discussion during the meet and confer. Therefore, I am not sure how you can say that there are only two remaining objections or that LVDF has agreed to file a motion for protective order within the next four (4) business days.

A summary of our meet and confer conversation from last Friday as well as LVDF’s position in light of your letter and the amended deposition notice follows:

LVDF 30(b)(6) Deposition Notice:

Topic 1¹: During our meet and confer, we discussed the need for Front Sight to amend this topic to identify the specific representations LVDF needs to be prepared to provide 30(b)(6) testimony on. Front Sight has done that through the amended deposition notice. During our meet and confer, we also discussed the fact that John Aldrich, Front Sight’s prior counsel, spent hours questioning LVDF’s 30(b)(6) designee on representations made regarding the EB5 raise. However, in light of the amended deposition, and based on the representations now identified, LVDF no longer has an objection to topic 1 as the representations identified were not covered in the prior 30(b)(6) deposition of LVDF.

¹ Because the Amended Deposition Notice, in some cases, has different topic numbers than the original proposed 30(b)(6) topic list, this letter refers to the topics as numbered in the Amended Deposition Notice.

February 24, 2023

Page | 2

Topic 5: During our meet and confer, I explained that topic 5 seeks information that LVDF would have to obtain from third parties and that LVDF has no obligation to do so. You explained that the intent of topic 5 was to get testimony from LVDF about its communications with USCIS. We agreed that if that was the intent, it would be duplicative of other requests, and you agreed to amend the topics related to USCIS (per the below) and that this topic would be subsumed within the same.

Topic 5 has been amended in the amended deposition notice but not as discussed during our meet and confer. However, in light topic 5 now focusing on LVDF's knowledge of the investors' petitions, LVDF has no outstanding objection to topic 5 to the extent that Front Sight is seeking general information about the investors' petition status, to the extent LVDF knows it as opposed to seeking the investors' private information—i.e., their names, their demographic information, their contact information, their banking information. The latter is subject to multiple protective orders (as will be addressed below).

Topics 6 and 7: During our meet and confer, I explained that topics 6 and 7, on their face, seek information that LVDF would have to obtain from third parties (investors). You agreed to amend topics 6 and 7 and Front Sight has now done so. During our meet and confer, I also told you that we did not understand the phrase "use of funds by LVDF" and you clarified that Front Sight was seeking testimony regarding communications between LVDF and USCIS about how the investors' money was spent by Front Sight on the Project. The Amended deposition notice, however, has a new sub-category in place of "use of funds" which is now "how EB5 funds received by LVDF were spent." To the extent that phrase is used to mean how investor funds were spent by Front Sight on the Project, LVDF has no outstanding objection to topics 6 and 7 but please confirm.

Topic 8: Topic 8 has been narrowed as discussed. Therefore, LVDF has no outstanding objection.

Topic 10: This request seeks information subject to multiple protective orders. During our meet and confer, you told me that Front Sight's position is that the protective orders are not applicable because Front Sight is seeking testimony with regard to the claim objection. Your letter last night confirms the same. During our meet and confer, I explained that because discovery and trial in the adversary action (where the protective orders remain in place) and the claim objection are proceeding together, it is LVDF's position that they are applicable, and my client will not provide testimony in violation of multiple court orders. In light of our discussion, you agreed that you would go back and confer with your client about how Front Sight wanted to proceed and once the amended deposition notice was provided, we would re-visit whether we could reach an agreement as to how to proceed. We agreed that if the parties could not come to an agreement, we would work together to set an agreeable briefing schedule.

However, at no point during our discussion did you tell me that Front Sight would demand LVDF file a motion for protective order by March 1, 2023. In addition, Front Sight agreed to provide an amended deposition notice by Monday, February 20, 2023. Yet, we did not receive your letter and Front Sight's Amended 30(b)(6) Deposition notice until 8:04 p.m. on February 22, 2023. In that letter, Front Sight is demanding that LVDF file a motion

February 24, 2023

Page | 3

for protective order within four (4) business days. Therefore, we can only assume, based on your letter, that Front Sight intends to seek testimony under topic 10 despite the fact it is subject to multiple protective orders and despite representing that it would go back and revisit this topic. With that understanding, we can work with you to set an agreed upon briefing schedule but to be clear, LVDF will not commit to filing a motion for protective order by next Wednesday and Front Sight's request that LVDF do so is unreasonable (particularly when Front Sight then gives itself 9 days to respond and LVDF only 5 days to file a reply). To determine what briefing schedule makes sense, we will reach out to the Court to get available hearing dates and then reach out to you on a proposed briefing schedule.

Topic 11: As reflected in my February 11, 2023 letter, this topic is subject to a protective order. During our meet and confer, you told me that Front Sight was not aware of the protective order regarding LVDF's financial information and thought LVDF was objecting to topic 11 based on the protective orders regarding investors and foreign placement agents. With that clarification, we expected Front Sight to revisit this topic. In light of the amended deposition notice, we can only assume that Front Sight still intends to seek testimony under topic 11 despite the protective order remaining in place. Accordingly, we will work with you to set an agreed upon briefing schedule as outlined above.

Topic 13: During our meet and confer, we discussed the fact that topic 13, on its face, seeks testimony from LVDF about what another entity (EB5IA) did. You agreed with LVDF's position and we understood this topic would be removed or amended specific to LVDF. The Amended Deposition Notice does not amend or remove topic 13 as contemplated by our meet and confer.

Topic 14: During our meet and confer, you explained that topic 14 was intended to identify the amounts of EB-5 funds raised, when they were raised, and when they were disbursed to Front Sight. I told you that LVDF had no objection to those topics and you indicated that topic 14 would be amended accordingly. However, we also discussed during the meet and confer that Front Sight would not be entitled to ask about the names of the investors, what banks their investment came from, or other information about the investors that were subject to the multiple protective orders. Please confirm that Front Sight still does not intend to seek that information through topic 14.

As referenced above, during our meet and confer, we also discussed the phrase "use of funds" in the 30(b)(6) notice. You told me that phrase was intended to mean how Front Sight used the EB-5 funds. Because the Amended Deposition Notice now uses that phrase, please confirm that the intended meaning of that phrase is the same.

Topic 15: As discussed during our meet and confer, topic 15 covers when LVDF made distributions to Front Sight and what money was held back. If topic 15 is intended to cover other information, please advise as we anticipated topic 15 would be amended but it was not.

Topic 18: You agreed during our meet and confer that topic 18 would be removed. Yet, topic 18 still appears in the Amended Deposition Notice. Based on our meet and

February 24, 2023

Page | 4

confer, LVDF does not anticipate Front Sight to proceed on topic 18 and accordingly, will not designate a designee on this topic.

Topics 20 and 21: You confirmed during the meet and confer that topics 20 and 21 are intended to focus on what LVDF told any EB-5 investors and/or members about the status of the construction of the project and the raising of EB-5 funds, respectively. I inquired during the meet and confer whether Front Sight intended, through these topics, to seek information about the EB-5 investors or LVDF's members and you told me that you would get back to me. We have not received an update on Front Sight's position and need to know whether Front Sight intends to seek that information in violation of multiple court orders.

Topics 22, 23, 24, 25, 26, 27, 31, 41 were amended as discussed. Thank you.

Topic 34: During our meet and confer, you agreed that the topics related to LVDF's communications with USCIS (topics 6 and 7) would be amended to be more clear and that topic 34 was duplicative and therefore would be removed once topics 6 and 7 were amended. Topic 34 still appears in the Amended Deposition Notice. Based on our meet and confer, LVDF understands that no 30(b)(6) designee will need to be prepared as topic 34.

Topic 40: As discussed during our meet and confer, that portion of topic 40 that seeks information of LVDF's use of interest payments is subject to a protective order. Therefore, as addressed above, we will work with Front Sight to set an agreeable briefing schedule on a motion on that portion of topic 40.

Topic 42 and 43: As discussed during our meet and confer, topics 42 and 43 seek testimony on how attorneys' fees and costs are split and billed amongst the EB5 Parties (i.e., LVDF, EB5IA, EB5IC, Robert Dziubla, Linda Stanwood, and Jon Fleming) and whether it is LVDF's position that Front Sight is obligated to pay for the fees and costs for all of the EB5 Parties. Because topics 42 and 43 were not amended per your explanation, we ask that you amend them consistent with our meet and confer call.

Topics 44 and 45 seek information subject to the protective order and therefore, LVDF will work with Front Sight to set an agreeable briefing schedule on the same.

Topic 48 and 49: These topics appear to replace topic 48. LVDF has no objection to topics 48 and 49.

Finally, the Amended Deposition Notice includes, for the first time, definitions. LVDF objects to the term "You" to the extent Front Sight seeks information from third-parties, including other entities or trusts. If Front Sight seeks testimony from other third-parties, it must depose or subpoena those parties and LVDF is not required to provide 30(b)(6) testimony on behalf of third-parties.

In light of the above, LVDF agrees that it will need to file a motion for protective order on those topics identified above that seek testimony that is subject to Court orders

February 24, 2023

Page | 5

and to confirm that Front Sight may not seek any testimony under any topic that violates Court orders. However, Front Sight's suggestion that LVDF is refusing to provide a 30(b)(6) designee on topics that are only "similar" to topics covered in prior depositions is incorrect. LVDF certainly objected to those topics that were intended solely to be duplicative of testimony already taken, LVDF objected to those topics. LVDF will designate 30(b)(6) designees on the topics in Front Sight's Amended Deposition Notice, with exception of those identified above.

In light of the Amended Deposition Notice, I do need to confer with my client about the potential for a second 30(b)(6) designee, but Robert Dziubla is available to be deposed on behalf of LVDF on March 31, 2023 or March 23, 2023, assuming that the Court can hear motion practice on the unresolved issues before then. Please advise if you intend to take Mr. Dziubla's deposition in person or by zoom so that he can make the necessary arrangements.

Continued Deposition of Ignatius Piazza as 30(b)(6) Designee of Front Sight:

Prior to LVDF's 30(b)(6) deposition of Front Sight, LVDF requested additional time with Front Sight's 30(b)(6) designee, then understood to be Ignatius Piazza. Front Sight later designated Paul Huygens in addition to Ignatius Piazza as a 30(b)(6) witness and advised that Front Sight would provide Mr. Huygens and Mr. Piazza for a total of 14 hours. However, after LVDF made numerous requests that Front Sight identify those topics that Mr. Huygens and Mr. Piazza would be designated on, Front Sight finally advised that Mr. Huygens would be designated on a limited number of 30(b)(6) topics and Mr. Piazza would be designated on the vast majority of the topics. Therefore, LVDF asked that it be allowed to allocate the 14 hours amongst the designees (i.e., to determine how much time to spend with Mr. Piazza as opposed to Mr. Huygens). Front Sight responded by refusing to provide Mr. Piazza for more than 7 hours.

As you are aware, Mr. Piazza did not testify on each topic he was designated on. In addition, Mr. Piazza, throughout his deposition, repeatedly took an excessive amount of time to answer questions and/or to review documents in a blatant effort to waste time on the record. When we met and conferred last week, I conveyed LVDF's request for an additional four (4) hours of time with Mr. Piazza as a 30(b)(6) designee. That request was reasonable given the number of topics still left to be covered, the fact that Front Sight deposed LVDF for over ten (10) hours previously, and the fact that Front Sight will have an additional seven (7) hours with LVDF via the Amended Deposition Notice.² However, when I conveyed LVDF's request for an additional four (4) hours of time with Mr. Piazza, I was clear that LVDF was reserving its right to seek additional time beyond four (4) hours should it have to file a motion with the Court. We ask that your client reconsider its position that Mr. Piazza will not be made available for any additional time on behalf of Front Sight. If he still refuses to appear for additional time, LVDF reserves the right to seek additional time to depose Mr. Piazza on behalf of Front Sight.

² The fact that LVDF is seeking individual testimony from Mr. Piazza beyond the topics he is designated to testify on behalf of Front Sight is irrelevant. Indeed, Front Sight deposed Mr. Dziubla in addition to LVDF previously and still seeks additional time to depose Mr. Dziubla on behalf of LVDF.

Scheduling of Individual Deposition of Ignatius Piazza:

LVDF has been requesting Mr. Piazza's availability for a deposition in his individual capacity for months. Discovery is not meant to be a tit-for-tat. *See, e.g. Sabo v. Fiskers Brands, Inc.*, 2013 U.S. Dist. LEXIS 179360, 2013 WL 6816693, at *1 (D. Idaho Dec. 20, 2013) (“[d]iscovery is not a sport, and the Court does not encourage tit-for-tat discovery concessions”); *see also Fulfillium, Inc. v. Reshape Med.*, 2009 U.S. Dist. LEXIS 240014, at n. 1 (C.D. Cal. July 15, 2019) (“The Federal Rules do not contain a provision ‘authorizing a litigant to behave only as well as his opponent.’”). Notwithstanding, LVDF has provided available dates for Mr. Dziubla to be deposed on behalf of LVDF. Therefore, please provide Mr. Piazza's availability for his individual deposition.

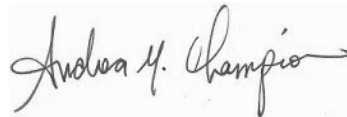
Front Sight's deficient discovery responses:

In light of your letter confirming that LVDF will provide supplemental responses to LVDF's Second Request for Production and an update about the documents provided to the Unsecured Creditors' Committee by this coming Monday, LVDF will wait to review the same and reserves the right to address any additional deficiencies.

Meet and Confer Regarding LVDF's Discovery Responses:

Without knowing what discovery responses or the scope of Front Sight's objections, I am not able to give you my availability for a meet and confer call. Once we receive your meet and confer letter, I will reach out to schedule a call or discuss next steps.

Sincerely,



Andrea M. Champion, Esq.

cc: Brian Shapiro, Esq.

EXHIBIT “17”

EXHIBIT “17”

GARMAN
TURNER
GORDON

7251 AMIGO STREET
SUITE 210
LAS VEGAS, NV 89119
WWW.GTG.LEGAL
PHONE: 725 777 3000
FAX: 725 777 3112

February 27, 2023

Teresa M. Pilatowicz, Esq.
Email: tpilatowicz@gtg.legal

VIA E-MAIL

Andrea M. Champion, Esq.
Jones Lovelock
6600 Amelia Earhart Ct., Suite C
Las Vegas, NV 89119
achampion@joneslovelock.com

Re: *In re: Front Sight Management, LLC*

Dear Ms. Champion:

We are in receipt of Las Vegas Development Fund, LLC's ("LVDF") meet and confer letters dated February 23 and 24, 2023 regarding various discovery issues (collectively, the "Letters"). Reorganized Debtor Front Sight Management, LLC ("Front Sight") responds to the issues set forth therein below in the order in which they were raised.

Front Sight's Responses to LVDF's Third Set of Request for Production of Documents (the "Third Requests").

Request Nos. 1 and 4: Documents Related to Damages

LVDF contends that "Front Sight has failed to identify documents that support its computation of damages," despite that in response to Request No. 1 and 4, Front Sight responded as follows:

Subject to the aforementioned objection, and limiting the request to information regarding damages sought by Front Sight in the present action, see documents previously produced as BKD00093-BKD00095 and the following documents on file in the above-captioned chapter 11 case: ECF Nos. 406, 575, 577, 652, 653, 654, 658, 659, 669, 671, 672, 673, 680, as well as the claim register reflecting claims of members. This response will continue to be supplemented as discovery proceeds and with expert disclosures.

and

Subject to the aforementioned objection, available redacted invoices from the Aldrich Law Firm, Ltd. will be produced. In addition, a summary of the amounts paid to the Aldrich Law Firm, Ltd. has been produced as BKD00094.

GARMAN TURNER GORDON LLP

Page 2

Moreover, as noted in your letter dated January 31, 2023 (the “January 31 Letter”), Mr. Huygens, as Front Sight’s 30(b)(6) representative related to damages, itemized the categories of damages, as well as noted (consistent with the discovery responses) that Front Sight has retained a damages expert, whose report will be disclosed consistent with the parties’ scheduling order.

Consistent therewith, and in response to your January 31 Letter, Front Sight has produced additional documents supporting the damage calculations (Bates Nos. BKD 000093-000095); cited to the filed claims, as reflected in the claims register in the case, less expected objections, as set forth in Exhibits A and C to the Debtor’s Disclosure Statement, available at ECF No. 406 and sustained objections to date as reflected in ECF Nos. 575, 577, 669, 680, 671, 672, 67; referenced the documents previously provided and available at Exhibit 1 to the *Renewed Motion for an Accounting Related to Defendants Las Vegas Development Fund, LLC and Robert Dzibula and for Release of Funds, Motion for Order Shortening Time, and Order Shortening Time*; made reference to the CLA, which noted the equity value that was lost, as reflected in LVDF’s appraisal by Brinig & Company; and cited LVDF to the specific electronic court filings in which Front Sight’s professional sought approval of, and the Court approved, fees incurred in connection with its bankruptcy case (the “Chapter 11 Case”).

With respect to the invoices from the Aldrich Law Firm (the “Aldrich Invoices”), which reflect fees incurred by Front Sight in the State Court Case prior the Chapter 11 Case, as you noted in your Letters, I indicated that Front Sight would produce the documents within its possession, custody, and control, with appropriate redactions. The Aldrich Invoices from July 2020 through the Chapter 11 Case are produced herewith as Bates Nos. BKD000464-000736. Front Sight is continuing to review its records for additional invoices and will produce such documents consistent with its obligation, including producing the invoices for Front Sight’s current counsel, Garman Turner Gordon (“GTG”). Front Sight will likewise provide a privilege log to reflect the basis for redactions.

LVDF goes on the note that “if Front Sight contends that its damages include the legal fees incurred in the Adversary Action (which Paul Huygens, on behalf of Front Sight has testified it intends to), it must produce the same.” As set forth herein, Front Sight has disclosed most of the fees as set forth in its response, both through reference to the Fee Applications on file on the public docket in the Chapter 11 Case and through a summary of amounts paid to the Aldrich Law Firm, and now has produced the Aldrich Invoices currently in its possession, custody, and control and Front Sight believes its response to be complete, with the exception of the additional Aldrich Invoices noted and GTG’s Invoices. However, if LVDF’s position is that Front Sight is required to reproduce the filed fee applications and orders thereon, please advise.

Request Nos. 2 and 3: Documents Related to Payment of Fees and Legal Invoices for Morales Entities

Although Front Sight disagrees with the positions set forth in your Letters, Front Sight nonetheless will produce the joint defense agreement between Front Sight, Meacher, and Morales,

GARMAN TURNER GORDON LLP

Page 3

and their related entities, without waiver as to any privileges, which is produced herewith as Bates Nos. BKD000737-000744.

Request No. 5: Communications with Meacher

Through various other correspondence, we have discussed this request *ad nauseam*, including that LVDF's request was vague, overly broad, and not reasonably calculated to lead to the discovery of admissible evidence. Among other things, despite your attempts to contend that request contains a request for communications between Front Sight and Meacher, that is not what the request states. Furthermore, as you know, Front Sight did, in fact, respond to your request appropriately and as follows:

Subject to the aforementioned objection, see documents previously produced as Bates numbered FS00001-00078, FS 13429-13556. To the extent LVDF is seeking additional documents, Front Sight will meet and confer with LVDF regarding a response.

Moreover, as conceded during several discussions, LVDF acknowledged it did not make a request for communications between Meacher and Piazza until its *Fifth Request for Production of Documents* (the "Fifth Request"), served on February 13, 2023. Thus, any contention that Front Sight did not comply with its discovery obligations is misplaced and inaccurate. In any event, Front Sight has requested communications between Piazza and Meacher, is working to process that request, and will respond to the Fifth Requests appropriately, which responses are due March 15, 2022.

Request Nos. 6, 7, 8, 9, and 10: Section 5.10 Requests

As you note, Front Sight responded to LVDF's requests by providing documents previously provided before 2019. As you know, the parties have been involved in litigation since September 24, 2018. My understanding is any requests for documents under Section 5.10 since the inception of litigation were made by and through counsel. Please advise as to whether you are seeking reproduction of the documents previously provided to LVDF through the litigation, or if there is something else you are seeking.

Request Nos. 11 and 12: Audio and Visual Recordings

LVDF seeks audio and visual recordings of Front Sight's meetings with EB-5 Investors, potential EB-5 investors and/or foreign placement agents. In order to fully respond to your request, Front Sight requested that LVDF provide list of "all 'EB-5 Investors, potential EB-5 investors and/or foreign placement agents'" in order to conduct a search. LVDF has refused to provide a list. Thus, Front Sight will respond based on the limited information within its possession.

Front Sight is not aware of any audio and visual recordings responsive to LVDF's request. Although LVDF makes reference to a specific October 2018 visit in which Mr. Meacher testified that video cameras were set up, Mr. Meacher testified that he was not aware of whether they were

GARMAN TURNER GORDON LLP

Page 4

actually recording. We have conferred with representatives from Front Sight, and they likewise have no understanding that the video cameras were recording.

As for communications regarding such meetings, Front Sight is conducting a search as to whether any correspondence, including any internal correspondence, regarding the site visits exists and, if it does, will produce the same.

Request No. 14: Bank Statements

LVDF sought bank statements from Front Sight through its Third Requests, though admitted it did not even review its own records to determine whether the subpoenas it served at the outset of the Chapter 11 Case seeking the very same documents had been responded to. Upon Front Sight's prompting, LVDF has apparently now discovered that it did have such documents in its possession, though LVDF failed to timely disclose the records as required by Fed. R. Civ. P. 45, made applicable to these proceedings through Fed. R. Bank. 9016. Specifically, as the committee to the Federal Rules noted, the party serving the subpoena should provide all other parties to the litigation prompt access to records received from third-parties. Fed. R. Civ. P. 45(a) advisory committee's note to 2013 amendment; *see also GMRI, Inc. v. Swinson*, 3:18-CV-1570 (SRU), 2020 WL 564263, at *2 (D. Conn. Feb. 5, 2020); *In re Hornbeam Corp.*, 14MISC424PART1, 2015 WL 13647606, at *9 (S.D.N.Y. Sept. 17, 2015); *Coleman-Hill v. Governor Mifflin Sch. Dist.*, 271 F.R.D. 549, 551–52 (E.D. Pa. 2010).

Here, LVDF accused Front Sight of failing to produce certain third-party records that LVDF deemed relevant to its claims and defenses. In reality, while those records were not in Front Sight's custody and control, LVDF had already obtained the records. As LVDF contends the records were relevant to its claims and defenses, they should have been produced by LVDF pursuant to Fed. R. Civ. P. 26. Moreover, the records should have been made available to Front Sight pursuant to Fed. R. Civ. P. 45. Please confirm that LVDF has produced all documents received from third-party subpoenas, and if not, please make the documents available to Front Sight by Friday, March 3, 2023. All rights with respect to LVDF's failure are reserved.

As for the First American National Bank subpoena, LVDF contends in its Letters that "LVDF did attempt to subpoena First Republic Bank but Front Sight objected to that subpoena." As you know, GTG did not represent Front Sight in connection with the Chapter 11 Case and I am unaware of the objection to which you are referring. Please provide a copy of the objection so that we may address the same.

Request Nos. 15 and 16: Payments on Morales Construction Line of Credit and/or Deed of Trust

As you note, Front Sight responded to the requests with the identification of documents up to 2020. You have requested confirmation as to whether additional payments were made since 2020. Front Sight does not have any responsive documents in its possession, custody, or control showing payments on the Morales Construction Line of Credit after 2020.

Fourth Set of Request for Production of Documents:

GARMAN TURNER GORDON LLP

Page 5

The *Fourth Set of Request for Production of Documents* (the “Fourth Requests”), through your clarification, seek documents to reflect that Front Sight satisfied each of the conditions to lending under Section 2.1, and other sections, of the CLA. As reflected in Front Sight’s objections to the Fourth Requests, LVDF commenced lending and therefore, because each of the requirements were to be “in form and substance acceptable to Lender,” Front Sight necessarily satisfied each of the conditions and/or the documents sought are necessarily within LVDF’s possession. Thus, Front Sight’s responses to the Fourth Requests are proper.

Moreover, the Fourth Requests are overbroad, as they request “all documents and communications related to,” not a singular document as your Letters suggest. To the extent the Fourth Requests are limited to seeking whether certain documents were provided to LVDF pursuant to the sections of the CLA referenced in the Fourth Requests, which is not what the Fourth Requests state, Front Sight will respond. Please confirm as to whether that its LVDF’s intent and, if so, Front Sight will provide responsive documents.

LVDF 30(b)(6) Deposition Notice

As noted in my February 22, 2023 (the “February 22 Letter”) letter to you, Front Sight amended its 30(b)(6) notice (the “Amended Notice”) consistent with our meet and confer on February 17, 2023. Your Letters confirm that Topic Nos. 1, 6, 7, 8, 14, 15, 22, 23, 24, 25, 26, 27, 31, 41, 48, 49 were amended consistent with our discussions, save and except the remaining objections to the protective orders. Your Letters then go on to confirm our discussion and that our understandings are consistent with respect to most of the remaining topics, yet nonetheless implies some inconsistency between the meet and confer and the Amended Notice. Thus, I will address each of the remaining topics so that we are clear.

With respect to Topic No. 5, it is unclear to me how you contend that the amendment is inconsistent with our meet and confer. Nonetheless, as reflected in your Letters, as Topic No. 5 is consistent with, and reflects, the discussions we had, I understand LVDF does not have any remaining objections, so no further discussion is necessary.

With respect to Topic No. 11, I did not state that Front Sight was not aware of a protective order regarding LVDF’s financial information. I did state that Front Sight did not believe that a limitation on how LVDF spent funds paid to it by Front Sight was appropriate given the Amended Proof of Claim filed by LVDF. I did not agree to revisit Topic 11, but agreed that it would be addressed in LVDF’s request for a protective order.

With respect to Topic No. 13, you are correct that the intent was to remove EB5IA from Topic No. 13, and that topic will be removed.

With respect to Topic No. 14, you have requested confirmation that the phrase “use of funds” means “how Front Sight used the EB-5 funds,” as I indicated during our phone call. Similarly, with respect to Topic No. 15, you have requested confirmation that Topic 15 covers “when LVDF made distributions to Front Sight and what money was held back,” as we also discussed. These requests are confirmed

GARMAN TURNER GORDON LLP

Page 6

With respect to Topic No. 18, you are correct that I stated that this topic would be removed. However, upon further review of the topic, I recalled that the reference to the SLS Casino, and request based thereon, was based on the statement made in Mr. Dzibula's declaration in support of the Amended Proof of Claim. Topic No. 18 was amended to reflect the paragraph from Mr. Dzibula's declaration, paragraph no. 25, which, as it refers to a statement made by LVDF in support of the Amended Proof of Claim, I assume resolves LVDF's objection.

With respect to Topic Nos. 20 and 21, as noted in your Letters, I confirmed during the meet and confer that topics 20 and 21 are intended to focus on what LVDF told any EB-5 investors and/or members about the status of the construction of the project and the raising of EB-5 funds. My notes do not reflect a further inquiry about whether Front Sight intended to seek information on the EB-5 investors or members, though as you reference, that information would be covered by LVDF's motion for protective order and will be addressed therein.

With respect to Topic No. 24, I did acknowledge that the topic may be duplicative, but did not note any intent to remove it. In any event, as you concede the topic is covered in Topic Nos. 6 and 7, it is unclear how you contend that "no 30(b)(6) designees will need to be prepared on as topic 34" (sic). If the topic is duplicative, a designee should necessarily be prepared to testify. Nonetheless, in order to resolve the objection, Front Sight will remove Topic No. 24.

With respect to Topic Nos. 42 and 43, as you noted, we discussed the information sought by these requests and agree as to the information that is being sought, which you acknowledge. Thus, it is unclear why further amendment is necessary. Nonetheless, in order to resolve the objection, Front Sight will amend these topics as requested in your Letters.

Moreover, to be clear, Front Sight has not waived its request for the information that LVDF contends are protected by protective orders entered in the State Court Case, and not this Chapter 11 Case. This includes the information sought in Topic Nos. 6, 7, 10, 11, 14, 20, 21, 40, 44, 45 including names and contact information of investors, but understands that the ability to obtain the same will be determined by the Court in connection with the request for a protective order that LVDF intends to file on or before March 6, 2023.

Finally, based on our prior e-mail communications, the parties have agreed to schedule the deposition of Mr. Dzibula, as the Fed. R. Civ. P. 30(b)(6) designee for LVDF, for March 31, 2023. I will provide a subpoena with an amended topic list as set forth herein by March 1, 2023. I understand LVDF will then advise if additional representatives will be designated for topics in the Amended Notice.

Continued Deposition of Ignatius Piazza as 30(b)(6) Designee of Front Sight

On January 24, 2023, LVDF deposed Dr. Piazza, as a Front Sight Fed. R. Civ. P. 30(b)(6) designee, for seven hours. On January 26, 2023, LVDF deposed Mr. Huygens as a Front Sight Fed. R. Civ. P. 30(b)(6) designee for an additional approximate five hours. LVDF now seeks additional time, despite that Front Sight already provided approximately double the time allocated for a witness under the rules, so that LVDF can continue to question Dr. Piazza as the corporate

GARMAN TURNER GORDON LLP

Page 7

representative. Such request is being made in addition to the separate deposition of Dr. Piazza, in his individual capacity, that LVDF has requested, and for which availability has been provided for March 23, 2023.

While Dr. Piazza may not have testified on all of the topics identified, that is not a result of Dr. Piazza's answers. Dr. Piazza did not take "an excessive amount of time to answer questions and/or review documents in a blatant effort to waste time on the record" as you contend in your Letters. Instead, you, as the questioning attorney, have control over the questions you ask and how you chose to utilize the time allocated. You repeatedly asked questions for which LVDF has the information, included information that is cited over and over in the record. LVDF's chosen use of its time does not require Dr. Piazza to sit for additional testimony.

Based on the foregoing, and without any legal support for the position that LVDF is entitled to additional time for the deposition of the 30(b)(6) designee, especially given that Front Sight has already agreed to exceed the amount of time permitted under the rules, Front Sight cannot agree to LVDF's request for additional time.

LVDF's Second Request for Production of Documents

Front Sight agreed to provide amended written objections and response to LVDF's Second Request for Production of Documents consistent with my February 10 Letter, which are provided herewith. Moreover, Front Sight agreed to provide an update on whether it would provide the financial documents provided to the Unsecured Creditors' Committee (in addition to the documents provided to the Committee that have already been disclosed). Front Sight anticipates producing the financial documents provided to the Committee, and will do so by March 1, 2023.

Meet and Confer Regarding LVDF'S Discovery Responses

Front Sight requested a meet and confer to discuss LVDF's deficient responses to Front Sight's requests for production of documents and interrogatories served on January 6, 2022. LVDF has refused to provide availability for a meet and confer until a formal meet and confer letter is delivered, despite that Front Sight has previewed the issues in prior calls including as they relate to the arguments with respect to the protective orders. Front Sight will provide a formal meet and confer letter outlining the deficiencies by March 1, 2023 and anticipates receiving LVDF's availability for a meet and confer shortly thereafter.

If there are items continued in your Letters that have not been addressed herein, please let me know so that I may address the same.

GARMAN TURNER GORDON

Teresa M. Pilatowicz

TERESA M. PILATOWICZ, ESQ.

1 GARMAN TURNER GORDON LLP
2 GREGORY E. GARMAN, ESQ.
3 Nevada Bar No. 6665
4 E-mail: ggarman@gtg.legal
5 TERESA M. PILATOWICZ, ESQ.
6 Nevada Bar No. 9605
7 E-mail: tpilatowicz@gtg.legal
8 7251 Amigo Street, Suite 210
9 Las Vegas, Nevada 89119
10 Telephone (725) 777-3000
11 Facsimile (725) 777-3112

12 *Attorneys for Front Sight Management, LLC*

13
14 **UNITED STATES BANKRUPTCY COURT**
15 **FOR THE DISTRICT OF NEVADA**

<p>16 In re: 17 FRONT SIGHT MANAGEMENT LLC, 18 19 Debtor.</p>	<p>Case No.: 22-11824-ABL Chapter 11</p>
---------------------------------------------------------------------------	----------------------------------------------

20 **FRONT SIGHT MANAGEMENT, LLC’S AMENDED RESPONSE TO LAS VEGAS DEVELOPMENT’S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS**

21 Front Sight Management LLC (“Front Sight”), by and through its counsel, the law firm of
22 Garman Turner Gordon, hereby submits its amended response to *Las Vegas Development’s Second*
23 *Request for Production of Documents* to (the “Requests”) issued by Las Vegas Development Fund
24 (“LVDF”) in connection with Front Sight’s objection to the proof of claim of LVDF (the “Claim
25 Objection”):

26 **PRELIMINARY STATEMENT**

27 Front Sight has not fully completed its discovery in this action. All of the Responses
28 contained herein are based only upon such information and documents that are presently available
to and specifically known to Front Sight. It is anticipated that further discovery, independent
investigation, legal research, and analysis may supply additional facts and contentions, which may,
in turn, clarify and add meaning to known facts, as well as establish entirely new factual matters,

1 all of which may lead to substantial additions to, changes in, and variations from the contentions
2 and Responses herein set forth.

3 The following Responses are given without prejudice to the Front Sight's right to produce
4 evidence of any subsequently discovered fact(s), witness(es), document(s) or information that the
5 Front Sight may later recall. Front Sight accordingly reserves the right to change any and all
6 Responses herein as additional facts are ascertained, analyses are made, legal research is completed
7 and contentions are formulated. The Responses contained herein are made in a good faith effort
8 to supply as much factual information, responsive documents, and specification of legal
9 contentions as are presently known, but should in no way be to the prejudice of the Front Sight
10 relating to further discovery, research, or analysis. This preliminary statement is incorporated into
11 each and every response set forth below.

12 GENERAL OBJECTIONS

13 A. The General Objections set forth below apply to each of the numbered Requests,
14 whether or not specifically stated in the Response to each Request.

15 B. Front Sight objects to the Requests to the extent that they call for the production or
16 disclosure of documents or information that are privileged, or exempt or protected from disclosure
17 by the attorney-client privilege, the work-product doctrine, or any other applicable statutory or
18 common law privilege, prohibition, limitation, immunity, or exemption from discovery (all such
19 material, "Privileged Material"). Front Sight's production of any documents in response to any
20 Request is not, and shall not be deemed or construed as, a waiver of any privilege, right, or
21 objection on the part of the Front Sight with respect to any such document or information. In the
22 event that Front Sight produces any Privileged Material in response to any of the Requests, such
23 production is inadvertent and shall not constitute waiver of any applicable privilege, protection, or
24 immunity. Front Sight reserves the right to demand the return or destruction of any such documents
25 or information.

26 C. Front Sight objects to the Requests, including the Instructions, to the extent that
27 they purpose to impose burdens additional to, or different from, the requirements set forth in the
28 Federal Rules of Civil Procedure and relevant local rules and any rulings of this Court.

1 D. Front Sight objects to the Requests as unduly burdensome, cumulative, and
2 duplicative to the extent they purport to seek documents or information already produced to LVDF
3 from any person or source in this or any other action.

4 E. Front Sight objects to the Requests to the extent that they require production of
5 documents not in the possession, custody, or control of Front Sight, or require Front Sight to make
6 unreasonable inquiries of other persons or entities.

7 F. Front Sight's responses to the Requests are not intended to be, nor shall any such
8 response be construed to be, a waiver of any objection, right, or remedy that Front Sight may assert
9 now or in the future including, without limitation, objections regarding authenticity, relevance, or
10 admissibility of any of the documents or information provided. For all information and documents
11 provided in response to the Requests. Front Sight reserves all objections regarding the
12 competency, relevance, materiality, authenticity, or admissibility of any such information or
13 document as evidence at the hearing or otherwise.

14 G. Front Sight reserves the right to supplement or amend these Objections and
15 Responses as necessary as discovery continues.

16 H. Front Sight will meet and confer in good faith as to these responses and objections.
17 In the event any dispute cannot be resolved, Front Sight expressly reserves its right to seek a
18 protective order and/or any alternate redress.

19 **RESPONSES TO REQUESTS FOR PRODUCTION**

20 **Request No. 1:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
21 RELATED TO the CONSULTING AGREEMENT described in the Chapter 11 Plan and/or
22 Disclosure Statement between the NEW EQUITY INVESTOR and PIAZZA and/or any INSIDER
23 of the DEBTOR and/or AFFILIATE of the DEBTOR, and/or any other entity directly or indirectly
24 affiliated with PIAZZA.

25 **Response to Request No. 1:**

26 In addition to the General Objections set forth above, Front Sight objects to this Request
27 as vague and overbroad as to the term "Related To" and because it does not adequately describe
28 the scope of documents being sought, seeking documents not relevant to the Claim Objection and

1 not proportionate to the needs of the Claim Objection, and seeking documents subject to the
2 attorney-client privilege. Subject to and without waiving the foregoing general and specific
3 objections, Front Sight responds as follows:

4 *See* documents previously produced by Ignatius Piazza and identified as Bates No.
5 IP00001-000098; *see also* Consulting Agreement, Bates No. BKD000001-000023, and additional
6 communications, Bates No. BKD00096-463.

7 **Request No. 2:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
8 RELATED TO PIAZZA’s authority to make litigation decisions with respect to the LVDF and
9 Meacher Claims, as described in the CHAPTER 11 PLAN and/or DISCLOSURE STATEMENT.

10 **Response to Request No. 2:**

11 In addition to the General Objections set forth above, Front Sight objects to this Request
12 as vague and overbroad as to the term “Related To” and because it does not adequately describe
13 the scope of documents bring sought, seeking documents not relevant to the Claim Objection and
14 not proportionate to the needs of the Claim Objection, and seeking documents subject to the
15 attorney-client and work product privilege. Subject to and without waiving the foregoing general
16 and specific objections, Front Sight responds as follows:

17 *See* documents previously produced by Ignatius Piazza and identified as Bates No.
18 IP00001-000098; *see also* Consulting Agreement, Bates No. BKD Bates No. BKD000001-
19 000023.

20 **Request No. 3:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
21 RELATED TO any agreement between PIAZZA and the Reorganized Debtor as to a division of
22 any recoveries from the LVDF and Meacher litigation, as described in the CHAPTER 11 PLAN
23 and/or DISCLOSURE STATEMENT.

24 **Response to Request No. 3:**

25 In addition to the General Objections set forth above, Front Sight objects to this Request
26 as vague and overbroad as to the term “Related To” and because it does not adequately describe
27 the scope of documents bring sought, seeking documents not relevant to the Claim Objection, and
28

1 seeking documents subject to the attorney-client and work-product privilege. Subject to and
2 without waiving the foregoing general and specific objections, Front Sight responds as follows:

3 *See* documents previously produced by Ignatius Piazza and identified as Bates No.
4 IP00001-000098; *see also* Consulting Agreement, Bates No. BKD Bates No. BKD000001-
5 000023.

6 **Request No. 4:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
7 RELATED TO the debt owed to the DEBTOR's Champion Club Members and Platinum
8 Members, and the number of such members, as referenced in the CHAPTER 11 PLAN and/or
9 DISCLOSURE STATEMENT.

10 **Response to Request No. 4:**

11 In addition to the General Objections set forth above, Front Sight objects to this Request
12 as vague and overbroad as to the term "Related To" and because it does not adequately describe
13 the scope of documents being sought, seeking documents not relevant to the Claim Objection and
14 not proportionate to the needs of the Claim Objection, and seeking documents subject to the
15 attorney-client and work product privilege. Front Sight further objects to this Request as seeking
16 information available to LVDF from public sources.

17 Subject to and without waiving the foregoing general and specific objections, Front Sight
18 responds as follows:

19 The debts owned by Front Sight are reflected in the claims register in case no. BK-S-22-
20 11824, publicly available to LVDF.

21 **Request No. 5:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
22 RELATED TO the statement that the DEBTOR does not believe that there is any value to its
23 potential claims against insiders, as described in the DISCLOSURE STATEMENT.

24 **Response to Request No. 5:**

25 In addition to the General Objections set forth above, Front Sight objects to this Request
26 as vague and overbroad as to the term "Related To," vague and overbroad in failing to reasonably
27 identify the scope of documents that it purports to seek, seeking documents not relevant to the
28 Claim Objection, and seeking documents subject to the attorney-client and work-product privilege.

1 Subject to and without waiving the foregoing general and specific objections, Front Sight
2 responds as follows:

3 See *Debtor's Second Amended Chapter 11 Plan of Reorganization* [ECF No. 405] (the
4 "Plan"), *Findings of Fact, Conclusions of Law, and Order confirming the Debtor's Second*
5 *Amended Chapter 11 Plan of Reorganization* [ECF No. 556] (the "Confirmation Order"),
6 Consulting Agreement, Bates No. BKD000001-000023, and analyses of distributions prepared by
7 Province and related documents, BKD000024-BKD000091.

8 **Request No. 6:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
9 RELATED TO any distributions, draws, payments, (in cash and/or by personal property), payroll
10 or other transactions from January 1, 2016 to the Present from the DEBTOR to and/or for the
11 benefit of any INSIDER of the DEBTOR and/or any AFFILIATE of the DEBTOR, including but
12 not limited to PIAZZA, Jennifer Piazza, VNV Dynasty Trust I and/or VNV Dynasty Trust II.

13 **Response to Request No. 6:**

14 In addition to the General Objections set forth above, Front Sight objects to this Request
15 as vague and overbroad as to the term "Related To," vague and overbroad in failing to reasonably
16 identify the scope of documents that it purports to seek, seeking documents not relevant to the
17 Claim Objection and not proportionate to the needs of Claim Objection, and seeking documents
18 subject to the attorney-client and work-product privilege. Front Sight further objects to this
19 Request as LVDF is already in possession of some or all documents responsive to this request.

20 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

21 See Response to Request No. 6 to *Defendant Las Vegas Development Fund, LLC's First*
22 *Set of Request for Production of Documents*, which identified the following documents: FS 00959-
23 01110, 05534-05538, and 08793-8801.

24 See Response to Request Nos. 114, 115, 117 118, 119, and 120 to *Defendant Las Vegas*
25 *Development Fund, LLC's Seventh Set of Request for Production of Documents*, which identified
26 the following documents: FS 17469-17490, 18994-19006, and solvency documents identified at
27 FS 17913-17919

28

1 See analyses of distributions prepared by Province and related documents, BKD000024-
2 BKD000091.

3 **Request No. 7:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
4 RELATED TO any valuation, estimation or evaluation of the value of YOUR promises to YOUR
5 lifetime members that they would ultimately own a pro rata share of the Front Sight resort, e.g. as
6 contained in Your "Enemy Update #7" of September 22, 2021, stating "And as I have written
7 several times in the my e-mail correspondence with you, that once the resort is completed,
8 financially self-sufficient, self-sustaining, and running like the well-oiled machine you are
9 accustomed to experiencing whenever you attend a course at Front Sight, I will gently and
10 generously turn the operation of Front Sight over to you, my loyal and supportive members, so
11 you and your families can own and operate Front Sight for generations to come."

12 **Response to Request No. 7:**

13 In addition to the General Objections set forth above, Front Sight objects to this Request
14 as vague and overbroad as to the term "Related To," vague and overbroad in failing to reasonably
15 identify the scope of documents that it purports to seek, seeking documents not relevant to the
16 Claim Objection and not proportionate to the needs of Claim Objection, and seeking documents
17 subject to the attorney-client and work-product privilege.

18 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

19 Front Sight is not in possession, custody, or control of any documents responsive to this
20 Request.

21 **Request No. 8:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
22 RELATED TO any and all construction that has occurred at the Front Sight property since January
23 1, 2016 to the present, including but not limited to construction contracts, invoices, cancelled
24 checks, wire transfers, plans, drawings, inc. related to, as referenced in your First Amended
25 Disclosure Statement "The Debtor's business model centered around a major expansion plan that
26 was intended to built the Front Sight Vacation Club & Resort (vacation residences, a RV park,
27 etc.), a retail area adjacent to the vacation club and a pavilion (collectively, the "Project")."

28 **Response to Request No. 8:**

1 In addition to the General Objections set forth above, Front Sight objects to this Request
2 as vague and overbroad as to the term “Related To,” vague and overbroad in failing to reasonably
3 identify the scope of documents that it purports to seek, seeking documents not relevant to the
4 Claim Objection, and seeking documents subject to the attorney-client and work-product privilege.
5 Front Sight further objects to this Request as LVDF is already in possession of some or all
6 documents responsive to this request.

7 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

8 *See* Response to Request No. 9 to *Defendant Las Vegas Development Fund, LLC’s First*
9 *Set of Request for Production of Documents*, which identified the following documents: Bates-
10 labeled FS 00079-00139, 00143-01116 and 01125-01161. See also documents Bates-labeled FS
11 04853, 04937-04938, 05884, 05613, 05619, 05622, 05665, 05692, 05693, 05805, 05823, 08770,
12 08772, 08925, 09136, 09140, 09145, 09151, 09154, and 09156. Further, see documents Bates-
13 labeled FS 13459-13491, 13506-13556, 13595-13666, 13711-13712, 13724-13743, 13781-13797,
14 13807-13878, 13993-14301, and 14832-15215, the 23.6 pound box of documents sent by Leslie
15 Sobol, CPA, Evidentiary Hearing Exhibits 46-48, and documents Bates-labeled FS 01111-01116,
16 FS 01161, FS 13428-15114, and FS 17469-17490.

17 *See* Response to Request No. 37 to *Defendant Las Vegas Development Fund, LLC’s Second*
18 *Set of Request for Production of Documents*, which identified the following documents: documents
19 Bates-labeled FS 13428-13492, 13557-13666, 13667-13743, 13744-13750, 13879-14307, and
20 14308-15114. See also David R. Evans’ expert report dated September 19, 2019, supplemental
21 report dated September 19, 2019, and second supplemental report dated October 4, 2019 as
22 disclosed in Plaintiff/Counterdefendants’ Designation of Expert Witnesses, Bates-labeled Morales
23 0001-0580, FS 17469-17490, FS 14308-15205, FS 13428-13491, and FS 13527-13750.

24 **Request No. 9:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
25 RELATED TO any third party who, after the filing of the DEBTOR'S bankruptcy case, approached
26 the DEBTOR and/or PIAZZA to offer to purchase the DEBTOR and/or to make a substantial
27 equity investment in the DEBTOR and/or to otherwise proposed a business transaction with the
28 DEBTOR.

1 **Response to Request No. 9:**

2 In addition to the General Objections set forth above, Front Sight objects to this Request
3 as vague and overbroad as to the term “Related To,” vague and overbroad in failing to reasonably
4 identify the scope of documents that it purports to seek, seeking documents not relevant to the
5 Claim Objection and not proportionate to the needs of the Claim Objection, and seeking documents
6 subject to the attorney-client and work-product privilege.

7 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

8 Based on the foregoing, Front Sight has not produced any documents in response to this
9 request.

10 **Request No. 10:** All State and Federal Tax Returns in YOUR POSSESSION, CUSTODY or
11 CONTROL, for the time period of January 1, 2016 to Present for any INSIDER of the DEBTOR
12 and/or AFFILIATE of the DEBTOR, including but not limited to PIAZZA; Jennifer Piazza; VNV
13 Dynasty Trust I and VNV Dynasty Trust II.

14 **Response to Request No. 10:**

15 In addition to the General Objections set forth above, Front Sight objects to this Request
16 as seeking documents not relevant to the Claim Objection and not proportioned to the needs of the
17 Claim Objection. Front Sight further objects to this Request as LVDF is already in possession of
18 some or all documents responsive to this request.

19 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

20 Front Sight is not in possession, custody, or control of the tax returns of Piazza, Jennifer
21 Piazza, VNV Dynasty Trust I, and VNV Dynasty Trust II.

22 **Request No. 11:** All State and Federal Tax Returns in YOUR POSSESSION, CUSTODY or
23 CONTROL, for the time period of January 1, 2016 to Present for the DEBTOR.

24 **Response to Request No. 11:**

25 In addition to the General Objections set forth above, Front Sight objects to this Request
26 as seeking documents not relevant to the Claim Objection. Front Sight further objects to this
27 Request as LVDF is already in possession of some or all documents responsive to this request

28 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

1 Front Sight understands that LVDF has already been provided copies of the requested tax
2 returns, as reflected in Bates No. A-013174-013351 and FS 19428-19725.

3 **Request No. 12:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
4 RELATED TO INSIDER of the DEBTOR and/or AFFILIATE of the DEBTORS' contributions
5 to the DEBTOR, from 2016 to the present.

6 **Response to Request No. 12:**

7 In addition to the General Objections set forth above, Front Sight objects to this Request
8 as vague and overbroad as to the term "Related To," vague and overbroad in failing to reasonably
9 identify the scope of documents that it purports to seek, seeking documents not relevant to the
10 Claim Objection, not proportionate to the needs of the LVDF Claim Litigation, and seeking
11 documents subject to the attorney-client and work-product privilege. Front Sight further objects
12 to this Request as LVDF is already in possession of some or all documents responsive to this
13 request.

14 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

15 See analyses of distributions prepared by Province and related documents, BKD000024-
16 BKD000091.

17 **Request No. 13:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
18 provided by YOU to NEVADA PF, LLC and/or Prairie Fire LLC.

19 **Response to Request No. 13:**

20 In addition to the General Objections set forth above, Front Sight objects to this Request
21 as seeking documents not relevant to the Claim Objection and not proportionate to the needs of
22 the Claim Objection.

23 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

24 Based on the foregoing, Front Sight has not produced any documents in response to this
25 request.

26 **Request No. 14:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
27 provided by YOU to FS DIP, LLC, Nevada PF, LLC and/or Prairie Fire LLC.

28 **Response to Request No. 14:**

1 In addition to the General Objections set forth above, Front Sight objects to this Request
2 as seeking documents not relevant to the Claim Objection and not proportionate to the needs of
3 the Claim Objection.

4 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

5 Based on the foregoing, Front Sight has not produced any documents in response to this
6 request.

7 **Request No. 15:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
8 provided by YOU to the Unsecured Creditors Committee of the Bankruptcy Estate of the
9 DEBTOR.

10 **Response to Request No. 15:**

11 In addition to the General Objections set forth above, Front Sight objects to this Request
12 as seeking documents not relevant to the Claim Objection and not proportionate to the needs of
13 the Claim Objection.

14 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

15 Front Sight understands that the document being sought through this Request is analyses
16 of distributions prepared by Province and related documents, BKD000024-BKD000091. Front
17 Sight anticipates providing the documents provided to the Committee in connection with the
18 analyses.

19 **Request No. 16:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
20 provided to YOU by the Unsecured Creditors Committee of the Bankruptcy Estate of the
21 DEBTOR.

22 **Response to Request No. 16:**

23 In addition to the General Objections set forth above, Front Sight objects to this Request
24 as seeking documents not relevant to the Claim Objection and not proportionate to the needs of
25 the Claim Objection.

26 Subject to and without waiving the foregoing objections, Front Sight responds as follows:

27 Based on the foregoing objections, Front Sight has not produced any documents in
28 response to this request.

1 **Request No. 17:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
2 pertaining to the statement within the DISCLOSURE STATEMENT that the DEBTOR does not
3 believe that it made any significant preferential payments and believes that such preference
4 litigation would cause substantial ill-will against the Reorganized Debtor with its vendors, which
5 the Debtor believes would negatively interfere with the Reorganized Debtor's business operations
6 and reorganization efforts. Furthermore, the Debtor does not believe that any significant
7 preferences were paid. As a result, the Debtor has determined that neither the Debtor nor the
8 Reorganized Debtor will pursue any preference litigation based on monetary transfers.

9 **Response to Request No. 17:**

10 In addition to the General Objections set forth above, Front Sight objects to this Request
11 as vague and overbroad as to the term “pertaining to,” vague and overbroad in failing to reasonably
12 identify the scope of documents that it purports to seek, seeking documents not relevant to the
13 Claim Objection and not proportionate to the needs of the Claim Objection, and seeking documents
14 subject to the attorney-client and work-product privilege.

15 Subject to and without waiving the foregoing general and specific objections, Front Sight
16 responds as follows:

17 *See* Response to Request No. 5 herein, which disclosed the following documents, the Plan,
18 Confirmation Order, Consulting Agreement, and the analyses prepared by Province and related
19 documents.

20 **Request No. 18:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
21 regarding the Consulting Agreement between PIAZZA and the Reorganized Debtor.

22 **Response to Request No. 18:**

23 In addition to the General Objections set forth above, Front Sight objects to this Request
24 as vague and overbroad as to the term “regarding,” seeking documents not relevant to the Claim
25 Objection, and seeking documents subject to the attorney-client privilege and work-product
26 privilege. Subject to and without waiving the foregoing general and specific objections, Front Sight
27 responds as follows:

28

1 See Response to Request No. 1 herein, which disclosed the following documents
2 previously produced by Ignatius Piazza and identified as Bates No. IP00001-000098, *see also*
3 Consulting Agreement, Bates No. BKD000001-000023, and additional communications, Bates
4 No. BKD00096-463.

5 **Request No. 19:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
6 regarding any and all investigations performed by the Unsecured Creditors' Committee regarding
7 PIAZZA and/or DEBTOR, including but not limited to the schedules referencing distributions to
8 the DEBTOR's shareholders between 2012 and 2020, the declaration from Dundon Advisors LLC,
9 and the exhibits prepared by Dundon that are based on the DEBTOR schedule referenced in the
10 Stipulation to Submit Exhibits Under Seal in Connection With the Objection of the Official
11 Committee of Unsecured Creditors to Confirmation of Debtor's Second Amended Chapter Plan of
12 Reorganization [ECF No. 492].

13 **Response to Request No. 19:**

14 In addition to the General Objections set forth above, Front Sight objects to this Request
15 as vague and overbroad as to the terms "regarding" and "investigations," vague and overbroad in
16 failing to reasonably identify the scope of documents that it purports to seek, seeking documents
17 not relevant to the Claim Objection and not proportionate to the needs of the Claim Objection, and
18 seeking documents subject to the attorney-client privilege and work-product privilege.

19 Front Sight understands that the document being sought through this Request is analyses
20 prepared by Province and related documents, disclosure as Bates Nos. BKD000024-000091.

21 **Request No. 20:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
22 support YOUR contention that YOU declined the EB-5 financing package proposed by Robert W.
23 Dziubla and LVDF twice, as alleged in YOUR OBJECTION TO CLAIM.

24 **Response to Request No. 20:**

25 In addition to the General Objections set forth above, Front Sight objects to this Request
26 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
27 Sight further objects to this Request as LVDF is already in possession of some or all documents
28 responsive to this request.

1 Subject to and without waiving the foregoing Objection, Front Sight responds as follows:
2 See Declaration of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining
3 Order and Preliminary Injunction; (2) Motion for Protective Order; ad (3) Petition for
4 Appointment of a Receiver and for an Accounts, Exhibit 1.

5 Front Sight is not in possession, custody, or control of any other documents responsive to
6 this Request.

7 **Request No. 21:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
8 support YOUR contention that YOU were fraudulently induced into entering the Construction
9 Loan Agreement, as alleged in YOUR OBJECTION TO CLAIM.

10 **Response to Request No. 21:**

11 In addition to the General Objections set forth above, Front Sight objects to this Request
12 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
13 Sight further objects to this Request as LVDF is already in possession of some or all documents
14 responsive to this request.

15 Subject to and without waiving the foregoing Objection, Front Sight responds as follows:

16 See Response to Request No. 28 to Defendant Las Vegas Development Fund, LLC's First
17 Set of Request for Production of Documents, which identified the following documents: Bates-
18 labeled FS 00002-00075 and the testimony of Robert Dziubla at the Evidentiary Hearing on June
19 12, 2019 and July 22, 2019, documents Bates-labeled FS 01162-01164, 01183-01184, 01193,
20 01196-01203, 01210-01220, 01223, 01230-01234, 01239-01240, 01243-01244, 01245-01252,
21 01257-01258, 01266-01268, 01271, 01281-01293, 01298-01301, 01303-01311, 01340-01341,
22 01406-01407, 01410-01428, 01484-01487, 01492, 01848-01849, 01868-01869, 01877, 01884,
23 01887, 01906-01909, 01914-01915, 01927, 02006-02013, 02177, 02257-02259, 02268, 02270,
24 02305, 02315, 02381-02382, 02631, 02636-02637, 02688, 02841-02844, 02971-02972, 02993-
25 02994, 03006-03009, 03579, 03613-03617, 03682, 03698, 03702-03706, 03715, 03729-03731,
26 03739-03741, 03788-03799, 03883-03886, 03892-03914, 03919-03920, 04019-04022, 04149-
27 04154, 04339, 04345, 04362-04363, 04388-04390, 04434, 04484-04487, 04504, 04587-04589,
28 04610-04611, 04893-04895, 04917-04918, 05013-05014, 05035-05036, 05239-05240, 05261-

1 05262, 05383-05385, 05406-05407, 05763-05764, 05785-05786, 07009, 07307-07308, 07327-
2 07328, 07334-07335, 07843-07844, 08056-08057, 08171-08172, 08298, 08611-08612, 08784,
3 08827, 13329-13330, 13333-13335, 13236-13237, and 13258-13259, *Plaintiff's Motion for*
4 *Partial Summary Judgment and Statement of Undisputed Facts* filed on January 17, 2020 and
5 related pleadings.

6 **Request No. 22:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
7 support YOUR contention that Robert W. Dziubla and/or Jon Fleming made misrepresentations to
8 YOU, as alleged in YOUR OBJECTION TO CLAIM.

9 **Response to Request No. 22:**

10 In addition to the General Objections set forth above, Front Sight objects to this Request
11 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
12 Sight further objects to this Request as LVDF is already in possession of some or all documents
13 responsive to this request.

14 Subject to and without waiving the foregoing Objection, Front Sight responds as follows:

15 See Response to Request No. 27 and 28 to *Defendant Las Vegas Development Fund, LLC's*
16 *First Set of Request for Production of Documents*, which identified the following documents:
17 documents Bates-labeled FS 00002-00075 and the testimony of Robert Dziubla at the Evidentiary
18 Hearing on June 12, 2019 and July 22, 2019, documents Bates-labeled FS 01162-01164, 01183-
19 01184, 01193, 01196-01203, 01210-01220, 01223, 01230-01234, 01239-01240, 01243-01244,
20 01245-01252, 01257-01258, 01266-01268, 01271, 01281-01293, 01298-01301, 01303-01311,
21 01340-01341, 01406-01407, 01410-01428, 01484-01487, 01492, 01848-01849, 01868-01869,
22 01877, 01884, 01887, 01906-01909, 01914-01915, 01927, 02006-02013, 02177, 02257-02259,
23 02268, 02270, 02305, 02315, 02381-02382, 02631, 02636-02637, 02688, 02841-02844, 02971-
24 02972, 02993-02994, 03006-03009, 03579, 03613-03617, 03682, 03698, 03702-03706, 03715,
25 03729-03731, 03739-03741, 03788-03799, 03883-03886, 03892-03914, 03919-03920, 04019-
26 04022, 04149-04154, 04339, 04345, 04362-04363, 04388-04390, 04434, 04484-04487, 04504,
27 04587-04589, 04610-04611, 04893-04895, 04917-04918, 05013-05014, 05035-05036, 05239-
28 05240, 05261-05262, 05383-05385, 05406-05407, 05763-05764, 05785-05786, 07009, 07307-

1 07308, 07327-07328, 07334-07335, 07843-07844, 08056-08057, 08171-08172, 08298, 08611-
2 08612, 08784, 08827, 13329-13330, 13333-13335, 13236-13237, and 13258-13259, *Plaintiff's*
3 *Motion for Partial Summary Judgment and Statement of Undisputed Facts* filed on January 17,
4 2020 and related pleadings.

5 *See* Response to Request for Production No. 55 to *Defendant Las Vegas Development*
6 *Fund, LLC's Fifth Set of Request for Production of Documents*, which identifies *Statement of*
7 *Undisputed Facts* previously filed on January 17, 2020, pp. 1-25, and the pages referenced therein.

8 *See also* *Plaintiff's Motion to Extinguish LVDF's Deed of Trust, or Alternatively to Grant*
9 *Senior Debt Lender Rompsen a First Lien Position and Motion to Deposit Funds Pursuant to*
10 *NRCP 67* previously filed on October 4, 2019, Exhibit 1 and the pages referenced therein

11 **Request No. 23:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
12 support YOUR contention that YOU were induced to sign the Front Sight Loan Agreement with
13 the understanding and reasonable expectation that LVDF would be in a position to provide up to
14 \$75 million in funding, as alleged in YOUR OBJECTION TO CLAIM.

15 **Response to Request No. 23:**

16 In addition to the General Objections set forth above, Front Sight objects to this Request
17 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
18 Sight further objects to this Request as LVDF is already in possession of some or all documents
19 responsive to this request.

20 Subject to and without waiving the foregoing Objection, Front Sight responds as follows:

21 *See* Construction Loan Agreement, available at A-00360-461, and amendments thereto, as
22 identified in the *Piazza Declaration in Support of Amended Objection to Claim No. 284 Filed by*
23 *Las Vegas Development Fund*, Promissory Note, Amended Promissory Note, Deed of Trust,
24 Amended Deed of Trust.

25 *See* Response to Request No. 27 and 28 to *Defendant Las Vegas Development Fund, LLC's*
26 *First Set of Request for Production of Documents*, which identified the following documents:
27 documents Bates-labeled FS 00002-00075 and the testimony of Robert Dziubla at the Evidentiary
28 Hearing on June 12, 2019 and July 22, 2019, documents Bates-labeled FS 01162-01164, 01183-

1 01184, 01193, 01196-01203, 01210-01220, 01223, 01230-01234, 01239-01240, 01243-01244,
2 01245-01252, 01257-01258, 01266-01268, 01271, 01281-01293, 01298-01301, 01303-01311,
3 01340-01341, 01406-01407, 01410-01428, 01484-01487, 01492, 01848-01849, 01868-01869,
4 01877, 01884, 01887, 01906-01909, 01914-01915, 01927, 02006-02013, 02177, 02257-02259,
5 02268, 02270, 02305, 02315, 02381-02382, 02631, 02636-02637, 02688, 02841-02844, 02971-
6 02972, 02993-02994, 03006-03009, 03579, 03613-03617, 03682, 03698, 03702-03706, 03715,
7 03729-03731, 03739-03741, 03788-03799, 03883-03886, 03892-03914, 03919-03920, 04019-
8 04022, 04149-04154, 04339, 04345, 04362-04363, 04388-04390, 04434, 04484-04487, 04504,
9 04587-04589, 04610-04611, 04893-04895, 04917-04918, 05013-05014, 05035-05036, 05239-
10 05240, 05261-05262, 05383-05385, 05406-05407, 05763-05764, 05785-05786, 07009, 07307-
11 07308, 07327-07328, 07334-07335, 07843-07844, 08056-08057, 08171-08172, 08298, 08611-
12 08612, 08784, 08827, 13329-13330, 13333-13335, 13236-13237, and 13258-13259, *Plaintiff's*
13 *Motion for Partial Summary Judgment and Statement of Undisputed Facts* filed on January 17,
14 2020 and related pleadings.

15 See Response to Request No. 124 to *Defendant Las Vegas Development Fund, LLC's*
16 *Eighth Set of Request for Production of Documents*, which identified the following documents:
17 Front Sight's Statement of Undisputed Facts, filed on January 17, 2020, pp. 1-25 and *Plaintiff's*
18 *Motion to Extinguish LVDF's Deed of Trust, or Alternatively to Grant Senior Debt Lender*
19 *Rompsen a First Lien Position and Motion to Deposit Funds Pursuant to NRCP 67* filed on
20 October 4, 2019, Exhibit 1 and the pages referenced therein;

21 See Response to Request No. 28 and 29 to *Defendant Las Vegas Development Fund, LLC's*
22 *First Set of Request for Production of Documents*, which identified the following documents:
23 documents Bates-labeled FS 00002-00075 and the testimony of Robert Dziubla at the Evidentiary
24 Hearing on June 12, 2019 and July 22, 2019, documents Bates-labeled FS 01162-01164, 01183-
25 01184, 01193, 01196-01203, 01210-01220, 01223, 01230-01234, 01239-01240, 01243-01244,
26 01245-01252, 01257-01258, 01266-01268, 01271, 01281-01293, 01298-01301, 01303-01311,
27 01340-01341, 01406-01407, 01410-01428, 01484-01487, 01492, 01848-01849, 01868-01869,
28 01877, 01884, 01887, 01906-01909, 01914-01915, 01927, 02006-02013, 02177, 02257-02259,

1 02268, 02270, 02305, 02315, 02381-02382, 02631, 02636-02637, 02688, 02841-02844, 02971-
2 02972, 02993-02994, 03006-03009, 03579, 03613-03617, 03682, 03698, 03702-03706, 03715,
3 03729-03731, 03739-03741, 03788-03799, 03883-03886, 03892-03914, 03919-03920, 04019-
4 04022, 04149-04154, 04339, 04345, 04362-04363, 04388-04390, 04434, 04484-04487, 04504,
5 04587-04589, 04610-04611, 04893-04895, 04917-04918, 05013-05014, 05035-05036, 05239-
6 05240, 05261-05262, 05383-05385, 05406-05407, 05763-05764, 05785-05786, 07009, 07307-
7 07308, 07327-07328, 07334-07335, 07843-07844, 08056-08057, 08171-08172, 08298, 08611-
8 08612, 08784, 08827, 13329-13330, 13333-13335, 13236-13237, and 13258-13259, *Plaintiff's*
9 *Motion for Partial Summary Judgment and Statement of Undisputed Facts* filed on January 17,
10 2020 and related pleadings; *see also* documents previously disclosed and Bates-labeled FS 00002-
11 00027 and the testimony of Robert Dziubla at the Evidentiary Hearing on June 12, 2019 and July
12 22, 2019; *see also* documents Bates-labeled FS 01162-01164, 01183-01189, 01193, 01204-01209,
13 01223-01225, 01243-01252, 01283-01291, 01298, 01303-01311, 01331-01339, 04587-04589,
14 04610-04611, 04893-04895, 04917-04918, 05013-05014, 05035-05036, 05239-05240, 05261-
15 05262, 05383-05385, 05406-05407, 05763-05764, 05785-05786, 13236-13237, and 13258-
16 13259; *see also Plaintiff's Motion for Partial Summary Judgment and Statement of Undisputed*
17 *Facts* filed on January 17, 2020 and related pleadings.

18 **Request No. 24:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
19 support YOUR contention that LVDF never provided additional funding to YOU and for which
20 YOU qualified under the Front Sight Loan Agreement because LVDF simply never had or
21 obtained the financial wherewithal to provide such funding, as alleged in YOUR OBJECTION TO
22 CLAIM.

23 **Response to Request No. 24:**

24 In addition to the General Objections set forth above, Front Sight objects to this Request
25 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
26 Sight further objects to this Request as compound, vague, and confusing. Front Sight further
27 objects to this Request as LVDF is already in possession of some or all documents responsive to
28 this request.

1 Subject to and without waiving the foregoing Objection, Front Sight responds as follows:
2 See Construction Loan Agreement, available at A-00360-461, Ex. 28 to *Statement of*
3 *Undisputed Facts* previously filed on January 17, 2020.

4 **Request No. 25:** All DOCUMENTS in YOUR POSESSION, CUSTODY or CONTROL that
5 support the damages YOU contend YOU suffered as a result of LVDF's conduct. A response to
6 this request includes, but is not limited to, identifying all documents that support the following
7 categories of damages identified in YOUR OBJECTION TO CLAIM: (a) the loss of momentum
8 YOU suffered in completing the development of the project, (b) the loss of member confidence
9 YOU suffered due to all the delays in the project, (c) resulting reduction in membership sales, and
10 (d) the increased difficulty for YOU to obtain additional funding to complete the project.

11 **Response to Request No. 25:**

12 In addition to the General Objections set forth above, Front Sight objects to this Request
13 as seeking documents subject to the attorney-client privilege and work-product privilege.

14 Subject to and without waiving the forgoing, Front sight responds as follows:

15 See Response to Request No. 12 *Defendant Las Vegas Development Fund, LLC's First Set*
16 *of Request for Production of Documents*, which identified the following documents: documents
17 Bates-labeled FS 00079-00139, 00143-01116, 01125-01161, 00143-01116 and 01125-01161. See
18 also documents Bates-labeled FS 04648-04650, 04653-04655, 04657-04663, 04666, 04668-
19 04670, 04828-04829, 05609, 05646, 05664, 05672, 05678-05679, 05684, 05686, 05698, 05707-
20 05708, 05712, 05716-05718, 05805, 05811, 05832, 05834-05835, 05859, 05861, 05869, 05872,
21 05873, 05883, 05885-05886, 05903, 05905, 08316, 08319-08321, 08328-08332, 08506-08516,
22 08519-08528, 08539-08589, 08603, 08607-08608, 08775, 09054-09063, 09065, 09128-09129,
23 and 09133, *see also* Evidentiary Hearing Exhibits 46-48.

24 Front Sight has produced additional documents at BKD 00093-95, cited to the filed claims,
25 as reflected in the claims register in the case, less expected objections, as set forth in Exhibits A
26 and C to the Debtor's Disclosure Statement, available at ECF No. 406 and sustained objections to
27 date as reflected in ECF Nos. 575, 577, 669, 680, 671, 672, 673, referenced the documents
28 previously provided and available at Exhibit 1 to the *Renewed Motion for an Accounting Related*

1 to Defendants Las Vegas Development Fund, LLC and Robert Dzubula and for Release of Funds,
2 Motion for Order Shortening Time, and Order Shortening Time, made reference to the CLA, which
3 noted the equity value, as reflected in the LVDF's appraisal by Brinig & Company, and
4 BKD000464-000736.

5 Furthermore, discovery is ongoing and Front Sight intends to produce an expert or experts
6 with respect to the calculation of its damages which will supplement this response.

7 **Request No. 26:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL
8 regarding the expert who has estimated YOUR damages and lost opportunity cost at over \$20
9 million, as alleged in YOUR OBJECTION TO CLAIM.

10 **Response to Request No. 26:**

11 In addition to the General Objections set forth above, Front Sight objects to this Request
12 as vague and overbroad as to the term "regarding," vague and overbroad in failing to reasonably
13 identify the documents that it purports to seek, and seeking documents subject to the attorney-
14 client and work-product privilege.

15 Subject to and without waiving the foregoing general and specific objections, Front Sight
16 responds as follows:

17 See expert report of Kirkendall Consulting Group previously produced, and documents
18 identified as Bates No. KIRKENDALL 0001-2366, previously produced.

19 **Request No. 27:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
20 support YOUR contention that YOU could have obtained a ready and able lender but for LVDF's
21 alleged fraudulent inducement, as alleged in YOUR OBJECTION TO CLAIM.

22 **Response to Request No. 27:**

23 In addition to the General Objections set forth above, Front Sight objects to this Request
24 as seeking documents subject to the attorney-client and work-product privilege. Front Sight further
25 objects to this Request as compound, vague, and confusing.

26 Subject to and without waiving the foregoing general and specific objections, Front Sight
27 responds as follows:

28

1 Front Sight objected based on the fact that it was unclear to what representation this request
2 referred. LVDF has now confirmed that it did not accurately state Front Sight's contention.
3 Instead, the statement to which this Request refers is a contention that Front Sight "would have
4 obtained a ready and able lender." The contention refers to the fact that Front Sight would not
5 have entered into an agreement with a lender that could not provide even a fraction of the promised
6 amount, as such amount would not have been sufficient to complete the Project. Front Sight is not
7 in possession, custody, or control of any other documents responsive to this Request.

8 **Request No. 28:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
9 support YOUR contention that LVDF ceased its efforts to raise funds to extend financing to YOU
10 by the end of 2017, as alleged in YOUR OBJECTION TO CLAIM.

11 **Response to Request No. 28:**

12 In addition to the General Objections set forth above, Front Sight objects to this Request
13 as seeking documents subject to the attorney-client and work-product privilege.

14 Subject to and without waiving the foregoing general and specific objections, Front Sight
15 responds as follows:

16 *See Declaration of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining*
17 *Order and Preliminary Injunction; (2) Motion for Protective Order; ad (3) Petition for*
18 *Appointment of a Receiver and for an Accounts, Exhibit 23.*

19 **Request No. 29:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
20 support YOUR contention that LVDF failed to comply with its contractual obligations to give 5-
21 days' notice as to the \$1 million to \$2 million it was holding in escrow but had not yet distributed
22 to YOU, as alleged in YOUR OBJECTION TO CLAIM.

23 **Response to Request No. 29:**

24 In addition to the General Objections set forth above, Front Sight objects to this Request
25 as seeking documents subject to the attorney-client privilege and work-product privilege. . Front
26 Sight further objects to this Request as LVDF is already in possession of some or all documents
27 responsive to this request.

28 Subject to and without waiving the foregoing Objection, Front Sight responds as follows:

1 See Construction Loan Agreement, available at A-00360-461, Ex. 28 to Statement of
2 Undisputed Facts previously filed on January 17, 2020.

3 **Request No. 30:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
4 support YOUR contention that the Front Sight Loan Agreement was an illusory contract, as alleged
5 in YOUR OBJECTION TO CLAIM.

6 **Response to Request No. 30:**

7 In addition to the General Objections set forth above, Front Sight objects to this Request
8 as seeking documents subject to the attorney-client privilege and work-product privilege. . Front
9 Sight further objects to this Request as LVDF is already in possession of some or all documents
10 responsive to this request.

11 Subject to and without waiving the foregoing Objection, Front Sight responds as follows:

12 See Construction Loan Agreement, available at A-00360-461, *Declaration of Robert*
13 *Dzibula*, filed in support of LVDF's amended claim.

14 **Request No. 31:** If YOU still contend that LVDF has failed to produce evidence and witnesses to
15 YOU and that LVDF's failure should serve as a bar to LVDF's presentation of any evidence to
16 support any claim against YOU or YOUR estate, as alleged in YOUR OBJECTION TO CLAIM,
17 produce all DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that support
18 YOUR contention. A complete response to this request includes, but is not limited to, all demands
19 for evidence and witnesses made by YOU and all responses by LVDF thereto.

20 **Response to Request No. 31:**

21 In addition to the General Objections set forth above, Front Sight objects to this Request
22 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
23 Sight further objects to this Request as LVDF is already in possession of some or all documents
24 responsive to this request, including Documents that are publicly available.

25 Subject to and without waiving the forgoing, Front sight responds that the contention was
26 based on the *Ex Parte Motion for Order Directing Examination of Person(s) Most Knowledgeable*
27 *for Las Vegas Development Fund, LLC Pursuant to Fed. R. Bankr. P. 2004 [ECF No. 245], Order*
28 *Granting Debor's Ex Parte Motion for Order Directing Examination of Person(s) Most*

1 *Knowledgeable for Las Vegas Development Fund, LLC Pursuant to Fed. R. Bankr. P. 2004* [ECF
2 *No. 260]; Motion to Quash 2004 Exams and Subpoena to Produce Documents and Request for a*
3 *Protective Order* [ECF No. 309]; *Debtor's Opposition to LVDF's and Dzibula's Motion to Quash*
4 *2004 Exams and Subpoena to Produce Documents and Request for a Protective Order* [ECF No.
5 309]; *Reply in Support of Motion to Quash 2004 Exams and Subpoena to Produce Documents and*
6 *Request for a Protective Order* [ECF No. 327].

7 However, Front Sight is not pursuing this contention in connection with the Claim
8 Objection.

9 **Request No. 32:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
10 support YOUR contention that LVDF was in material breach of the Front Sight Loan Agreement
11 before it began alleging non-material defaults by YOU, as alleged in YOUR OBJECTION TO
12 CLAIM.

13 **Response to Request No. 32:**

14 In addition to the General Objections set forth above, Front Sight objects to this Request
15 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
16 Sight further objects to this Request as LVDF is already in possession of some or all documents
17 responsive to this request.

18 Subject to and without waiving the foregoing Objection, Front Sight responds as follows:

19 See FS 00291-00420, 00421-00948; See Response to Request No. 68 to *Las Vegas*
20 *Development Fund LLC'S Fifth Set of Request for Production of Documents*, which identifies the
21 following Documents: June 3, 2019 Evidentiary Hearing Transcript, p. 32, ls. 11-15; p. 135, ls.
22 21-25; p. 136; p. 148, ls. 5-20; pp. 156-57; pp. 160-161; November 20, 2019 Evidentiary Hearing
23 Transcript, p. 36, ls. 15-18; Evidentiary Hearing Exhibit 33, at § 3.1; see also documents Bates-
24 labeled FS 00079-00139; FS 00143-01110; FS 01125-01160; A-00495-00498; A-00522-00540;
25 and A-010223-010227. See also *Statement of Undisputed Facts* previously filed on January 17,
26 2020, pp. 31-34, and the pages referenced therein.

27 **Request No. 33:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
28 support YOUR contention that the attorneys' fees and costs sought by LVDF are not recoverable

1 under the CLA and/or such fees and costs were incurred without reasonable purpose, as alleged in
2 YOUR OBJECTION TO CLAIM.

3 **Response to Request No. 33:**

4 In addition to the General Objections set forth above, Front Sight objects to this Request
5 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
6 Sight further objects to this Request as LVDF is already in possession of some or all documents
7 responsive to this request.

8 Subject to and without waiving the foregoing Objection, Front Sight responds as follows:

9 See Construction Loan Agreement, available at A-00360-461, *Declaration of Robert*
10 *Dzibula*, filed in support of LVDF's amended claim, invoices attached to the amended claim.

11 **Request No. 34:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
12 support YOUR contention that YOU paid LVDF approximately \$522,000, as alleged in YOUR
13 OBJECTION TO CLAIM.

14 **Response to Request No. 34:**

15 In addition to the General Objections set forth above, Front Sight objects to this Request
16 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
17 Sight further objects to this Request as compound, vague, and confusing

18 Subject to and without waiving the forgoing, Front Sight responds as follows:

19 LVDF has acknowledged that the initial requests stated positions that were different than
20 the contentions that Front Sight had made it is claim objections. Given the correction, Front Sight
21 supplements its response with documents Bates numbered BKD00093, produced herewith and the
22 corresponding entries on the Bank of America accounts, previously provided and available at
23 Exhibit 1 to the *Renewed Motion for an Accounting Related to Defendants Las Vegas Development*
24 *Fund, LLC and Robert Dzibula and for Release of Funds, Motion for Order Shortening Time, and*
25 *Order Shortening Time.*

26 **Request No. 35:** All DOCUMENTS in YOUR POSSESSION, CUSTODY or CONTROL that
27 support YOUR contention that LVDF had a duty to provide documentation to support the
28 expenditures from the \$522,000 YOU paid LVDF, that you made demand upon LVDF for the

1 same, and that LVDF refused to provide said documents as alleged in YOUR OBJECTION TO
2 CLAIM. A complete response to this request includes, but is not limited to, all demands for
3 documentation made by YOU and all responses by LVDF thereto.

4 **Response to Request No. 35:**

5 In addition to the General Objections set forth above, Front Sight objects to this Request
6 as seeking documents subject to the attorney-client privilege and work-product privilege. Front
7 Sight further objects to this Request as compound, vague, and confusing

8 Subject to and without waiving the forgoing, Front Sight responds as follows:

9 LVDF has acknowledged that the initial requests stated positions that were different than
10 the contentions that Front Sight had made it is claim objections. Given the correction, Front Sight
11 supplements its response with documents Bates numbered BKD00093, produced herewith and the
12 corresponding entries on the Bank of America accounts, previously provided and available at
13 Exhibit 1 to the *Renewed Motion for an Accounting Related to Defendants Las Vegas Development*
14 *Fund, LLC and Robert Dzibula and for Release of Funds, Motion for Order Shortening Time, and*
15 *Order Shortening Time.*

16 DATED this 27th day of February, 2023.

17 GARMAN TURNER GORDON LLP

18
19 By: /s/ Teresa Pilatowicz
20 GREGORY E. GARMAN, ESQ.
21 TERESA M. PILATOWICZ, ESQ.
22 7251 Amigo Street, Suite 210
23 Las Vegas, Nevada 89119
24 *Attorneys for Front Sight Management, LLC*
25
26
27
28

Notice, Agreement, and Waiver of Potential Conflict of Interest

Potential Conflicts of Interest

Aldrich Law Firm, Ltd. (hereinafter “Firm”) has been retained to represent the following clients (hereinafter “Clients”) in the lawsuit styled *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No. A-18-781084-B, in Clark County, Nevada (hereafter “the Matter”):

1. The “Previously Retained Clients,” which include:
 - a. Front Sight Management LLC
 - b. Ignatius Piazza, as an individual and in his capacity as Trustee and/or beneficiary of VNV Dynasty Trust I and VNV Dynasty Trust II
 - c. Jennifer Piazza, as an individual and in her capacity as Trustee and/or beneficiary of VNV Dynasty Trust I and VNV Dynasty Trust II
 - d. VNV Dynasty Trust I
 - e. VNV Dynasty Trust II

2. The “Newly Retained Clients,” which include:
 - a. Michael Gene Meacher
 - b. Efrain Rene Morales-Moreno
 - c. Morales Construction, Inc.
 - d. All American Concrete & Masonry Inc.
 - e. Top Rank Builders Inc.

Collectively, the Previously Retained Clients and the Newly Retained Clients are the “Clients.” The Firm has been retained in the action to represent the above-named Clients, and based on the information available at this time, believes representation of all Clients is appropriate, with the signing of this waiver of potential conflict.

Clients have retained the Firm to represent their interests in the Matter. Clients believe their interests are aligned and no concurrent conflict of interest exists; however, because the possibility of a conflict of interest arising exists, Clients have agreed to review, consider, and sign this Notice, Agreement, and Waiver of Potential Conflict of Interest, having the opportunity to review it with counsel before signing.

The Nevada Rules of Professional Conduct (ethics rules governing attorney conduct) provide:

Rule 1.7. Conflict of Interest: Current Clients

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) The representation of one client will be directly adverse to another client; or

(2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

(1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) The representation is not prohibited by law;

(3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and

(4) Each affected client gives informed consent, confirmed in writing.

At this point in time, it appears to all Clients that all Clients' interests are aligned. It is not anticipated that this will change. Clients confirm that they know of no facts, and do not intend to assert facts, that the other Clients being represented by the Firm violated any laws, legal duties, company policies, or executed poor judgment in any action related to the Matter. Clients agree that their consultation with the Firm has included an explanation of the implications of the common representation and the advantages and risks involved. If the Clients have questions about this document, they are invited to contact John Aldrich, Esq., of the Firm to discuss this document, and/or to seek separate legal counsel before signing the document. Mr. Aldrich recommends that the Clients seek separate counsel regardless of whether they contact him directly to discuss this document. The Clients have informed Mr. Aldrich that they do not object to the Firm's representation of all Clients and specifically request that the Firm represent all Clients. This Notice, Agreement, and Waiver of Potential Conflict of Interest shall be retroactive to the date of retention of the Firm by Clients.

Clients acknowledge that they have been advised to retain separate counsel to advise them regarding this Notice, Agreement, and Waiver of Potential Conflict of Interest.

Clients further acknowledge and understand that their communications with any representative of the Firm will be shared among the Clients. Clients acknowledge the existence and sanctity of the attorney-client privilege and the attorney work-product doctrine, and agree to hold all privileged information strictly confidential, not to be disclosed beyond the Clients and their counsel. Clients affirm that they will not breach the attorney-client privilege without the express written consent of the other Clients identified herein and the Firm.

Joint Defense

The Parties have concluded that it is to their mutual advantage to formalize and memorialize in a written agreement the understandings pursuant to which they have conducted and will conduct themselves.

In order to pursue their common interests effectively, the Parties have also concluded that their mutual interests may at times be best served by sharing privileged material, including, but

not limited to, attorney work product, attorney-client communications and common interest/joint defense communications.

In this regard, the Parties wish to pursue their separate but common interests and to avoid any suggestion of waiver of the confidentiality of privileged or otherwise protected communications and documents. Accordingly, the Parties understand and agree that all communications between or among them, their representatives or consultants; any joint interviews of witnesses; and any confidential, privileged or work product documents and information exchanged by and between the Parties—relating to the Matter—are confidential and are protected from disclosure to any third party by virtue of the attorney-client privilege, work-product doctrine, or other statutory, rule-based, or common-law protections from disclosure.

COVENANTS

In consideration of the foregoing, the following covenants, and for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are true, correct, not subject to dispute, and are incorporated herein by reference.

2. Common Interest. In order to effectively and efficiently pursue their common interests, as set forth in the Recitals above, the Parties agree that, from time-to-time, their mutual interests may be best served by sharing documents, factual materials, mental impressions, memoranda, interview reports, computer data, outlines, summaries, and other materials and information relating to the Matter. The Parties also agree that their joint efforts may allow the Parties to minimize the costs related to their common interests and avoid duplicate work in prosecuting, researching, developing, preparing, and/or defending against the Matter.

3. Shared Information. Each Party may, in its discretion, disclose to the other Party information related to their common interests concerning the Matter (“Shared Information”). Such Shared Information may be disclosed orally or in writing between the Parties, in their sole discretion, as they deem appropriate. The Parties do not intend to waive any claim of work-product privilege, attorney-client privilege, or other privilege by reason of such disclosure of Shared Information to any entity not a party hereto. The Parties further intend that all communications made in connection with their common interests shall be protected from discovery by the common participation privilege, the common interest privilege, the joint defense privilege and any other applicable privilege.

4. Confidentiality of Shared Information. Shared Information shall be held in strict confidence by the Parties and shall be disclosed only to the Parties themselves, the Parties’ attorneys, employees of the Parties who are actively engaged in defense and/or prosecution of the Parties’ claims within and relating to the Matter, and experts retained by one or more of the Parties for purposes of asserting such defenses and/or claims. All of the Parties shall take appropriate measures to maintain the confidentiality of all Shared Information, and none of the Parties shall disclose Shared Information to any person other than those mentioned hereinabove without the written consent of all other Parties to this Agreement.

5. Privileges. The Parties desire to avail themselves to the maximum extent possible of all applicable legal privileges. The Parties intend that Shared Information that would otherwise be subject to one or more legal privileges or protections is and shall be subject to those same privileges and protections despite the fact that it has been developed by or exchanged between or among two or more Parties and/or their counsel. The Parties further intend that all Shared Information is and shall be subject to the joint defense doctrine and common interest rule. Any exchange of Shared Information among the Parties and/or their counsel shall not compromise, waive or otherwise diminish in any way the confidentiality or privileged nature of the Shared Information, and the Shared Information shall continue to be protected by the attorney-client privilege, the work product doctrine, the joint defense privilege and common interest rule and any other applicable privilege. The Parties further intend that all communications made in connection with the defense efforts contemplated by this Agreement shall be protected from discovery by a joint defense or common interest privilege. Documents or information that are otherwise not privileged shall not acquire any privilege by virtue of their status as Shared Information, unless otherwise agreed to by the Parties.

6. Notification of Proposed Disclosure. If any document or information within the scope of this Agreement becomes the subject of legal compulsion requiring its disclosure, the Party against whom such legal compulsion is directed shall give the other Parties reasonable advance written notice of the proposed disclosure to allow one or more Parties to determine what action, if any, they wish to take with respect to the proposed disclosure.

7. Duration of Confidentiality Provisions. The confidentiality provisions of this Agreement shall survive the termination of this Agreement and shall remain in full force and effect without regard to whether the Matter is terminated by final judgment, dismissal, settlement, or otherwise.

8. No Third Party Beneficiaries. Nothing herein shall be construed to create any rights in any other third parties. This Agreement is intended solely for the benefit of the Parties, their successors and assigns.

9. Commencement Date. Notwithstanding the dates of execution of this Agreement, the Parties agree that this Agreement relates back to at least the time when this Matter began.

10. Withdrawal from Agreement. A Party may withdraw from this Agreement for any reason upon seven days' written notice to the other Party, and such withdrawal shall become effective seven days after the date of the written notice (the "Withdrawal Date"). With respect to all Shared Information exchanged between the Parties prior to the Withdrawal Date, the confidentiality obligations of the Parties under this Agreement shall continue in full force and effect. The Parties agree that, in the event any Party withdraws from this Agreement, such withdrawal shall not create a conflict that precludes the Firm from representing any or all other Parties in the Matter; that is, the withdrawal of any Party from this Agreement shall not and cannot cause any other party to be required to retain new counsel and the withdrawing party agrees it will not make such an assertion.

11. Reading of Agreement. Each Party or responsible agent thereof has read this Agreement and understands its contents. Each Party represents that it is empowered to execute this Agreement on behalf of the entity for whom it executes this Agreement.

12. Agreement. This Agreement constitutes the full and complete understanding of the Parties with respect to the matters addressed in the Agreement. No provision of this Agreement shall inure to the benefit of any person or entity not a Party to this Agreement.

13. No Admission. This Agreement is entered into solely to accommodate the strategic interests of the Parties. Nothing in this Agreement is intended as, shall constitute, or shall be used as evidence of (a) an admission by any Party of any wrongdoing or liability, including comparative or proportionate liability or fault; (b) a waiver of any right or defense; (c) an estoppel; or (d) an admission as to any other matter of law or fact, either among the Parties or with respect to any person or entity not a Party to this Agreement; provided, however, that any Party shall be entitled to use this Agreement to enforce the terms of this Agreement and to establish the existence of a privilege regarding communications between the Parties and their counsel regarding their joint interests.

14. Severability of Provisions. If, after the date of the Agreement, any provision is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. The illegality, unenforceability, or invalidity of any provision of this Agreement shall not affect the enforceability and effectiveness of the other provisions.

15. Amendment. The Agreement shall not be modified or amended except by a written instrument signed by the Parties.

16. Counterparts. This Agreement may be executed in counterparts, which together shall constitute a fully executed Agreement to the same effect as if the undersigned Parties had executed the same original document. This Agreement may be executed and delivered by facsimile signature or signature sent via e-mail.

17. Governing Law and Forum Selection. The validity, construction, interpretation and administration of the Agreement shall be governed by the laws of the State of Nevada. The provisions of this Agreement shall not be construed against any particular Party. In the event any action is commenced relating to the terms of this Agreement, including but not limited to any claim relating to an alleged breach of this Agreement, the Parties agree that the federal and state courts of Clark County, Nevada are the exclusive forum for such an action.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

18. Authority. Each party hereto warrants that it has the authority to enter into this Agreement and that the Party signing on its behalf is authorized to do so.

Dated this ___ day of July, 2020.


Dated this ___ day of July, 2020.

Front Sight Management LLC

Ignatius Piazza, as an individual and in his capacity as Trustee and/or beneficiary of VNV Dynasty Trust I and VNV Dynasty

By:  (Print)

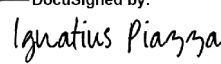
Trust II
DocuSigned by:
 **
0921F8F47EDE4DF...

Its: 

Dated this ___ day of July, 2020.

Dated this ___ day of July, 2020.

Jennifer Piazza, as an individual and in her capacity as Trustee and/or beneficiary of VNV Dynasty Trust I and VNV Dynasty Trust II

VNV Dynasty Trust I
DocuSigned by:
 **
By: _____ (Print)
0921F8F47EDE4DF...
Its: manager

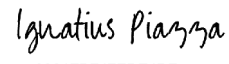
**

Dated this ___ day of July, 2020.

Dated this 9TH day of July, 2020.

VNV Dynasty Trust II

Michael Gene Meacher

DocuSigned by:
 (Print)
By: _____
0921F8F47EDE4DF...



Its: manager

Dated this ___ day of July, 2020.

Dated this ___ day of July, 2020.

Efrain Rene Morales-Moreno

Morales Construction, Inc.

By: _____ (Print)

Its: _____

Dated this ___ day of July, 2020.

Dated this ___ day of July, 2020.

All American Concrete & Masonry Inc.

Top Rank Builders Inc.

By: _____ (Print)

By: _____ (Print)

Its: _____

Its: _____

18. Authority. Each party hereto warrants that it has the authority to enter into this Agreement and that the Party signing on its behalf is authorized to do so.

Dated this ___ day of July, 2020.

Dated this ___ day of July, 2020.

Front Sight Management LLC

Ignatius Piazza, as an individual and in his capacity as Trustee and/or beneficiary of VNV Dynasty Trust I and VNV Dynasty Trust II

By: _____ (Print)

Its: _____

Dated this ___ day of July, 2020.

Dated this ___ day of July, 2020.

Jennifer Piazza, as an individual and in her capacity as Trustee and/or beneficiary of VNV Dynasty Trust I and VNV Dynasty Trust II

VNV Dynasty Trust I

By: _____ (Print)

DocuSigned by:

69F18CA0A9A14FD...

Its: _____

Dated this ___ day of July, 2020.

Dated this ___ day of July, 2020.

VNV Dynasty Trust II

Michael Gene Meacher

By: _____ (Print)

Its: _____

Dated this ___ day of July, 2020.

Dated this ___ day of July, 2020.

Efrain Rene Morales-Moreno

Morales Construction, Inc.

By: _____ (Print)

Its: _____

Dated this ___ day of July, 2020.

Dated this ___ day of July, 2020.

All American Concrete & Masonry Inc.

Top Rank Builders Inc.

By: _____ (Print)

By: _____ (Print)

Its: _____

Its: _____

18. Authority. Each party hereto warrants that it has the authority to enter into this Agreement and that the Party signing on its behalf is authorized to do so.

Dated this ___ day of July, 2020.

Front Sight Management LLC

By: _____ (Print)

Its: _____

Dated this ___ day of July, 2020.

Ignatius Piazza, as an individual and in his capacity as Trustee and/or beneficiary of VNV Dynasty Trust I and VNV Dynasty Trust II

Dated this ___ day of July, 2020.

Jennifer Piazza, as an individual and in her capacity as Trustee and/or beneficiary of VNV Dynasty Trust I and VNV Dynasty Trust II

Dated this ___ day of July, 2020.

VNV Dynasty Trust I

By: _____ (Print)

Its: _____

Dated this ___ day of July, 2020.

VNV Dynasty Trust II

By: _____ (Print)

Its: _____

Dated this ___ day of July, 2020.

Michael Gene Meacher

Dated this 9 day of July, 2020.

Efrain Rene Morales-Moreno

Rene Morales

Dated this 9 day of July, 2020.

Morales Construction, Inc.

By: Rene Morales (Print)

Its: president

Dated this 9 day of July, 2020.

All American Concrete & Masonry Inc.

By: Rene Morales (Print)

Its: president

Dated this 9 day of July, 2020.

Top Rank Builders Inc.

By: Rene Morales (Print)

Its: president

EXHIBIT “18”

EXHIBIT “18”



JONES LOVELOCK

March 2, 2023

Via E-Mail: tpilatowicz@gtg.legal.

Teresa M. Pilatowicz, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119

Re: In re Front Sight Management

Dear Ms. Pilatowicz,

We received your letter sent on February 27, 2023 regarding various discovery issues. This letter serves as LVDF's response to the issues raised in that letter.

First, let me start by addressing the personal attacks sent by you and Greg on Friday in response to my follow-up regarding our meet-and-confer on the production of the Meacher emails in response to LVDF's Third Set of Requests for Production of Documents and your office's attempt to reach out to my co-counsel in an effort to end-route this office's attempts to address the various discovery deficiencies and disputes. Your attacks do nothing to assist in resolving the parties' discovery dispute. *See e.g., Robinson v. D.C.*, 61 F. Supp. 3d 54, 60 n. 4 (D.D.C. 2014) (stating that "irrelevant and inappropriate efforts to disparage opposing counsel detract from consideration of the legal arguments at issue and reflect more on the author than the target of the criticism"); *Procaps S.A. v. Patheon Inc.*, No. 12-24356-CIV, 2014 WL 1237553, *8 (S.D. Fla. Mar. 26, 2014) (stating that personal attacks by the parties "serve no purpose" and "detract[] from the legal arguments"); *Flomo v. Bridgeston Americas Holdings, Inc.*, No. 1:06-cv-00627-WTL-JMS, 2010 WL 935553, *1 (S.D. Ind. Mar. 10, 2010) ("[A]d hominem attacks on opposing counsel typically detract from, rather than enhance, the merits of legal argument."). Nor are they appropriate. My client simply wants Front Sight to produce the relevant documents sought through discovery and it is my duty, on behalf of LVDF, to follow through on those requests.

We request that the personal attacks stop. Indeed, the State Bar Board of Governors recently approved a creed on professionalism and civility. A copy of that creed is attached. Going forward, we expect our communications to be professional and civil.

6600 Amelia Earhart Ct., Suite C, Las Vegas, NV 89119 O: (702) 805-8450 F: (702) 805-8451

WWW.JONESLOVELOCK.COM

March 2, 2023

Page | 2

Turning now to the substantive issues:

Third Set of Requests for Production of Documents

Production of Invoices in Response to Request Nos. 1 and 4:

We appreciate that Front Sight has now produced the invoices from Aldrich Law Firm for July 2020 through October 2022. We have also received the redaction log that reflects the redactions from those invoices. We have not yet reviewed the redaction log but will follow-up if there is a need to address those redactions. However, LVDF does not understand the delay in producing the remaining invoices sought (and that Front Sight agreed to produce). Your letter states that Front Sight would produce the invoices within its possession, custody, and control but then goes on to say that Front Sight is continuing to review its records for additional invoices and will produce additional documents consistent with its obligations.

But Ignatius Piazza, on behalf of Front Sight, confirmed during his January 24, 2023 deposition that Front Sight received and reviewed the invoices from Aldrich Law Firm. Jan 24, 2023 Depo Tr. of Ignatius Piazza, 30(b)(6) of Front Sight Management, LLC at 317: 1-19. Thus, the remaining invoices are certainly within Front Sight's possession, custody, and control even if they have not been provided to your office. We ask that they be produced without further delay.

As to the filed fee applications and orders thereon, it is not LVDF's position that those documents have to be produced. However, Front Sight has an obligation to provide a computation of damages and identify all documents that serve as the basis of its damages pursuant to FRCP 26(a)(1)(A)(iii). LVDF merely requests that Front Sight comply with that obligation. If Front Sight fails to do so, or fails to produce all documents supporting its computation of alleged damages, LVDF reserves all rights.

Request Nos. 2 and 3: Documents Related to Payment of Fees and Legal Invoices for Morales Parties and Meacher:

We received the Notice, Agreement, and Waiver of Potential Conflict of Interest, produced by Front Sight as BKD000737-744. However, that agreement does not address payment of fees and legal fees among and between Front Sight, the Morales Parties, and Meacher. Based on our last meet and confer conference, we understand that your client did not make a request for access to the Front Sight email servers (which are apparently now with the Reorganized Debtor) until February 13, 2023. Thus, we presume that you have not determined if there are additional documents that are responsive to this request, such as email correspondence between Front Sight, the Morales Parties and/or Meacher regarding the payment of fees and costs. Please confirm that Front Sight will conduct a search for responsive documents and timely produce any responsive documents.

March 2, 2023

Page | 3

Request No. 5: Communications with Meacher:

First, your statement that LVDF has conceded during discussions that it did not make a request for communications between Meacher and Piazza until its Fifth Set of Requests for Production of Documents is wrong. As stated in prior correspondence, LVDF understood from its discussions with prior counsel (John Aldrich) that Front Sight produced internal communications consistent with NRC 16.1 as part of its initial and supplemental disclosures. We understand that Front Sight disagrees but that was LVDF's understanding.

LVDF then requested, through the Third Set of Requests for Production of Documents, that Front Sight produce any additional communications with Meacher since Front Sight's initial disclosure of documents. Front Sight's response indicated that if LVDF was seeking additional documents beyond those communications with Meacher and LVDF, then the parties would need to meet and confer regarding a response. Within minutes of receiving Front Sight's response, LVDF formally requested to discuss Request No. 5 as part of the parties' February 17, 2023 meet and confer call and we did. That call was the first time LVDF learned that the Reorganized Debtor has Front Sight's email server. During that call, you also confirmed that your client did not make a request for access to the email server until the Fifth Set of Requests for Production of Documents was served on February 13, 2023. This means that your client did not take sufficient steps to determine if there were responsive documents to both this request and the other requests in LVDF's Third Set of Requests for Production of Documents. Obviously, we understand that you may disagree.

But the point is this: we have now met and conferred on Front Sight's response to Request No. 5. On February 17, 2023, you indicated that you understand this request sought communications with Meacher regarding Defendants, the CLA, and the Adversary Action (as stated in the request). Your office committed to working with the Reorganized Debtor to get access to those emails (and presumably other emails on the email server that should be produced) and you told me that you hoped to have an update for us later that afternoon. We have followed up numerous times on the status of the emails because the parties have already met and conferred on Request No. 5 and there is no justification for further delay.

While we appreciate that LVDF later served a Fifth Request for Production of Documents seeking the production of all internal communications at Front Sight regarding Defendants, the CLA, the Adversary Action, etc., that does not negate Front Sight's obligation to timely supplement its response to this request within the Third Set of Request for Production of Documents. So, while your letter indicates that the responses to the Fifth Set of Request for Production of Documents is not due until March 15, 2022, LVDF expects Front Sight to produce any responsive documents to this request within the Third Set of Request for Production of Documents when they are received (i.e., Front Sight should not "hold" the responsive documents until March 15, 2022.

That said, we are also concerned by the statement in your letter that Front Sight will "respond to the Fifth Requests appropriately" instead of committing to produce the responsive documents. Given that fact discovery closes on April 1, 2023 and Mr. Piazza's

March 2, 2023

Page | 4

individual deposition will take place on March 23, 2023 (as addressed below), please advise by close of business on March 6, 2023 if Front Sight intends to object to the production of responsive documents to Request No. 5 within the Third Set of Requests for Production of Documents and all of the requests within the Fifth Set of Requests for Production of Documents so that we may try to proactively work through any dispute as to not delay Mr. Piazza's deposition.

Request No. 6, 7, 8, 9, and 10: Section 5.10 Obligations:

LVDF did receive the documents Front Sight previously provided under Section 5.10. While LVDF reserves its rights regarding the sufficiency of those documents, the purpose of Request Nos. 6, 7, 8, 9, and 10 is not to have Front Sight re-produce the same documents. Rather, LVDF is requesting that Front Sight supplement the prior productions by producing any additional documents that Front Sight has created since the last production in 2019. Put another way, if Front Sight has additional financial statements it contends complies with its obligations under Section 5.10 of the CLA that have not been previously produced, those documents should be produced in response to Request No. 6. Likewise, if there have been additional expenditures on the Project since 2017 that have not been previously produced, those documents should be produced in response to Request No. 7. With this clarification, we await your response as to whether there are additional documents that will be produced or if there are no responsive documents (that have not already been produced).

Request Nos. 11 and 12: Audio and Visual Recordings:

Your letter first states that LVDF has refused to provide a list of EB-5 investors, potential EB-5 investors, and/or foreign placement agents that may have met with Front Sight. Again, the information about which EB-5 investors, potential EB-5 investors, and foreign placement agents met with Front Sight is in *Front Sight's possession, custody, and control*.

Nonetheless, your letter goes on to state that you conferred with representatives from Front Sight and they have no understanding that the video cameras were recording during the October 2018 visit. Which representatives did you confer with? In Mr. Meacher's deposition, he testified that the "operation guys at Front Sight put up the cameras." Feb. 16, 2023 Depo Tr. of Michael Meacher at 230:16-131:5. Have you identified which operation guys put up the cameras and have you spoken to, and confirmed, with those individuals that no video recording was made?

Request No. 14: Bank Statements:

LVDF disagrees with the statements in your letter about the production of the bank statements received in response to various subpoena duces tecum. However, with that said, all documents received in response to the subpoena duces tecum were produced to Front Sight in advance of your February 27, 2023 letter so I can only presume you did not review them in advance of your letter demanding that they be produced by March 3, 2023.

March 2, 2023

Page | 5

As for the First American National Bank, LVDF is surprised by your statement that you are unaware of the objection to the subpoena as that objection was sent on your letterhead and e-signed on your behalf on June 15, 2022 (and not by BG Law). While your office should have a copy of that letter and it was also previously produced as A-037929-37931, a courtesy copy is attached hereto.

Having re-reviewed your objection letter, the email from First American National Bank, and Mr. Huygen's testimony, it appears that there may have been a miscommunication regarding the accounts held at First American National Bank and to be produced. Your objection letter states that the account ending in 074 is a non-Debtor account (presumably a Piazza Party personal account of some kind). Yet, Mr. Huygen testified, on behalf of Front Sight, that Front Sight held a bank account at First American National Bank (although he called it First American National or something like that). Jan. 26, 2023 Depo Tr. of Paul Huygens, 30(b)(6) of Front Sight Management, LLC at 40:19-41:5. I propose that the parties jointly reach out to First American National Bank to confirm whether there are numerous bank accounts that are responsive to the subpoena and, if so, who holds those accounts. To the extent there are bank account(s) held by Ignatius Piazza, we understand that you are likely standing on that objection and will confer with our clients on whether LVDF will pursue those accounts. To the extent there are bank account(s) held by Front Sight, I presume we agree that First American National Bank should produce those records (and then LVDF will formally produce the same). Let me know if you are agreeable to this proposal.

Fourth Set of Requests for Production of Documents

All of the requests within the Fourth Set of Requests for Production of Documents are intended to have Front Sight identify the documents (if any) that were provided to LVDF pursuant to the sections of the CLA referenced in the Fourth Set of Requests. With that clarification, please supplement Front Sight's response to each request.

LVDF 30(b)(6) Deposition

Thank you for providing the formal subpoena with the amended topic list. Consistent with our email correspondence and your letter, the parties have stipulated to a briefing schedule for LVDF to file a motion for protective order. Your letter omits topic numbers 5 and 38 from the list of topics that LVDF will seek a protective order on so to be clear, LVDF will be moving for a protective order related to the following topics (or portions of the following topics): 5, 6, 7, 10, 11, 14, 20, 21, 38, 40, 44, and 45 (subject to the caveat as to topics 20 and 21 addressed below).

With respect to topic 6 and 7, my February 24, 2023 letter asked for confirmation as to the new phrase—"How EB5 funds received by LVDF were spent"—added to the amended notice. Your letter from Monday does not address topics 6 and 7.

As to topic 18 (now topic 17), I appreciate the follow-up and clarification. To be clear, I presume Front Sight is seeking LVDF's position as to how the SLS Casino impacted its ability to raise funds and not 30(b)(6) testimony from LVDF regarding the

March 2, 2023

Page | 6

facts and circumstances surrounding the SLS Casino failure (of which LVDF was not a part). If my assumption is correct, LVDF has no objection to the amended topic but please confirm.

LVDF did not read topics 20 and 21 as seeking information about the EB-5 investors or their personal information. However, your letter of February 27, 2023 included topics 20 and 21 in the topics LVDF would have to seek a protective order on to prevent the disclosure of EB-5 investor information. Therefore, LVDF took, from your February 27, 2023 letter, that Front Sight did intend to seek information about the EB-5 investors through these topics. As I read your letter from Monday, Front Sight does not intend to seek information about the EB-5 investors or their personal information through topics 20 and 21 and those topics are intended, instead, to focus on what LVDF told any EB-5 investor and/or member regarding the status of the construction of the project and the raising of the EB-5 funds. If that is the case, then LVDF does not need to include those topics in its Motion for Protective Order but I would ask you to confirm by close of business tomorrow so that we can ensure the Motion for Protective Order being filed on Monday reflects the parties' agreement.

I appreciate the amendment to topics 42 and 43 (which are now topics 40 and 41) and those amendments address LVDF's concern.

In addition, I can confirm that Dawn Shuster will be designated as a 30(b)(6) designee as to the following topics (as numbered in the formal subpoena sent yesterday):

- Topic 39(a): the calculation of any late fees claimed by you, including the date the fees were incurred;
- Topic 39(e): your calculation of any current and past due interest claimed by you; and
- The following portion of topic 38: All interest payments made to you under the CLA. Consistent with our prior meet and confers, LVDF will be moving for a protective order on that portion of topic 38 that calls for LVDF's use of the interest payments. Should the Court not grant that protective order, Mr. Dziubla will be designated as the 30(b)(6) on the latter portion of topic 38.

I am currently working to get Ms. Shuster's availability but I am currently unsure if she is available on March 31, 2023. Ms. Shuster resides in Massachusetts. Therefore, we would ask that her deposition be conducted by zoom. In addition, Front Sight has not requested, and LVDF has not agreed to provide, additional time for LVDF's 30(b)(6) deposition. Therefore, Front Sight should allocate its seven (7) hours of deposition time between Mr. Dziubla and Ms. Shuster's depositions.

LVDF's Second Request for Production of Documents

We received Front Sight's Amended Responses to the Second Set of Requests for Production of Documents. We have not yet completed our review of those amended responses and LVDF reserves the right to address any continued deficiencies. However, I do note that Front Sight's amended responses to Request No. 15 states that Front Sight anticipates providing the documents provided to the Committee and your letter confirms

March 2, 2023

Page | 7

that Front Sight will produce the financial documents provided to the Committee by March 1, 2023. We have not received those documents as indicated.

Ignatius Piazza's Deposition

Thank you for providing an available date for Mr. Piazza's deposition. A subpoena is being provided in conjunction with this letter for his deposition on March 23, 2023, the date you provided.

As to LVDF's request for additional time to depose Mr. Piazza on behalf of Front Sight, we will confer with our client and revert back if LVDF intends to file a motion for additional time. If so, we will work with you to set a briefing schedule.

2016 EB-5 Prove Up ("23.6 lb box of documents")

When we spoke last, I reminded you that the 2016 EB-5 prove up documents (or as Front Sight refers to it, the 23.6 pound box of documents) remains at our office and is available for inspection. During our call, you asked whether those documents had been produced and I told you it was my understanding that they had based on the note from prior counsel that came with the box. I agreed to have my paralegal look for the documents and then advise whether the document had in fact been produced and, if so, what bates numbers the documents could be found at.

Since then, we have attempted, and been unable, to locate those documents in either party's productions. To be clear, that is not to say they are not already in the production. However, because there is no ESI protocol in the case and some of the documents were produced in large non-OCR-ed PDFs, we have been unable to locate the entirety of the box in the production.¹ We have also had HOLO Discovery, who hosts LVDF's e-discovery platform, take the box and attempt to run analytics to find the documents. HOLO has also been unable to find the entirety of the box in the production. Therefore, we have instructed HOLO to scan the entirety of the box as it was provided (i.e., each redweld in the box will be produced as a chunk of documents to represent the redweld as it was provided) and prepare those documents for production. Once those documents are ready, they will be produced by LVDF. Once HOLO returns the physical documents back to our office, they will remain available for inspection.

///

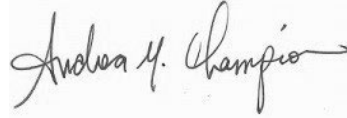
¹ Because the box served as Front Sight's 2016 EB-5 prove-up, some of the documents can be found in the production attached to correspondence or in later EB-5 prove-ups. However, we believe it is important, for both sides, to have the 2016 EB-5 prove-up documents in the file in its entirety as it was provided.

March 2, 2023

Page | 8

As always, I remain available to discuss by telephone or in person. Based on our recent email correspondence, we expect that any telephonic meet and confer conference will be recorded. Alternatively, I understand that Greg spoke to Brian and offered to meet in person to discuss the discovery issues on Tuesday. Please let us know your preference.

Sincerely,

A handwritten signature in black ink that reads "Andrea M. Champion" with a stylized flourish at the end.

Andrea M. Champion, Esq.

cc: Brian Shapiro, Esq.

EXHIBIT “1”

EXHIBIT “1”



..(1)

Find a colleague...

Search this site...

Creed of Professionalism and Civility

[For Lawyers \(https://nvbar.org/for-lawyers/\)](https://nvbar.org/for-lawyers/); [Ethics & Discipline \(https://nvbar.org/for-lawyers/ethics-discipline/\)](https://nvbar.org/for-lawyers/ethics-discipline/); Creed of Professionalism and Civility

Creed of Professionalism and Civility

Adopted January 19, 2023, State Bar of Nevada Board of Governors

PREAMBLE

A lawyer should always show personal courtesy and professional integrity in the fullest sense of those terms.

In fulfilling our duty to represent a client vigorously as lawyers, we will honor our obligations to the administration of justice, which is a truth-seeking process designed to resolve human and societal problems in a rational, peaceful, and efficient manner. We remain committed to the rule of law as the foundation for a just and peaceful society.

Uncivil, abrasive, abusive, hostile, or obstructive conduct impedes the fundamental goal of resolving disputes rationally, peacefully, and efficiently. Incivility tends to delay, and often deny, justice.

Lawyers should exhibit courtesy, candor, and cooperation when participating in the legal system and dealing with the public. These standards encourage lawyers to fulfill obligations to each other, to litigants, and to justice. These honorable actions achieve the twin goals of civility and professionalism, both of which are hallmarks of a learned profession dedicated to public service.

While these standards are voluntary and not a basis for litigation or sanctions, violations of these standards may trigger sanctions under Rules 4.4, 8.4(b), or others. Ethical problems arise from the conflict between a lawyer's responsibilities to clients, to the legal system, and to the lawyer's own interests. The Rules of Professional Conduct resolve such conflicts. The Rules, however, cannot address every conflict that may arise. These standards honor the spirit of the Rules by balancing a lawyer's obligation to protect and pursue a client's legitimate interests zealously, within the bounds of the law, while maintaining a professional, courteous, and civil attitude toward all persons in the legal system.

The Court expects lawyers to commit to the spirit and letter of these standards, affirming that these guidelines do not denigrate the lawyer's duty of zealous representation. Law schools and continuing legal education courses should incorporate these standards when teaching professionalism to law students and practicing lawyers alike. Lawyers should make copies available to clients and adjudicators should reinforce these standards in the courtroom to reinforce our obligation to maintain and foster these standards and to make it clear that incivility may hurt the client's case.

CREED

1. We will strive to find harmony in our responsibilities as a representative of clients, as officers of the legal system, and as public citizens.
2. We will treat all participants of the legal system in a civil and courteous manner, not only in court, but also in all other written and oral communications.



3. We will never resort to abusive and uncivil conduct, us beyond civility, and be certain to discourage aggressive arguments or acrimony.
4. We will demonstrate civility, professional integrity, personal dignity, respect, courtesy, and cooperation because they are essential to the fair administration of justice and conflict resolution.
5. We will not encourage or knowingly authorize any person under our control to engage in uncivil conduct.
6. We will not, absent good cause, attribute bad motives or improper conduct to other counsel or bring the profession into disrepute by unfounded accusations of impropriety.
7. We will avoid ex parte communications with the court or tribunal, including the judge's staff, on pending matters, except when permitted by law.
8. Honesty and fair dealing are integral components of civility. We will adhere to promises and agreements fairly reached, whether orally or in writing, in good faith. When reiterating oral promises or agreements in writing, we will fairly, completely, and in good faith, restate all elements of the parties' oral agreement.
9. We will confer early with other counsel to assess settlement possibilities. We will not falsely hold out the possibility of settlement to adjourn discovery or to delay trial.
10. We will stipulate to undisputed matters unless we have a good-faith basis not to stipulate.
11. We will try in good faith to resolve our objections with opposing counsel.
12. We will not time the filing or service of motions or pleadings in any way that unfairly limits another party's opportunity to respond.
13. We will not request an extension of time without just cause.
14. We will consult other counsel regarding scheduling matters in a good-faith effort to avoid scheduling conflicts.
15. We will endeavor to accommodate previously scheduled dates for hearings, depositions, meetings, conferences, vacations, seminars, or other functions of other counsel.
16. We will explain to our clients that cooperation is the professional norm. We will explain how procedural agreements do not compromise the clients' interests.
17. We will draft document requests and interrogatories without placing an undue burden or expense on any party.
18. We will ensure that our clients respond to document requests and interrogatories without strained interpretation. We will not produce documents or answer interrogatories in a manner designed to hide or obscure the existence of documents or information.
19. We will be punctual and prepared for all Court appearances so that all hearings, conferences, and trials may commence on time.
20. We will not engage in conduct that brings disorder or disruption to the legal proceeding. We will advise our clients and witnesses of the proper conduct expected and, to the best of our ability, prevent our clients and witnesses from creating disorder or disruption.

CONTACT US

3100 West Charleston Blvd., Suite 100
Las Vegas, NV 89102
702.382.2200

(<https://www.facebook.com/statebarofnevada/>), (<https://twitter.com/nevadabar>), (<https://www.linkedin.com/company/state-bar-of-nevada>).



ABOUT US

The State Bar of Nevada is a public corporation that operates under the supervision of the Nevada Supreme Court. The state bar regulates attorneys in Nevada and provides education and development programs for the legal profession and the public.

RESOURCES

[Access To Justice Commission \(https://nvbar.org/access-to-justice/atj/\)](https://nvbar.org/access-to-justice/atj/)
[Annual Reports \(https://nvbar.org/about-us/governing-documents/annual-reports/\)](https://nvbar.org/about-us/governing-documents/annual-reports/)
[Find a Lawyer \(https://nvbar.org/for-the-public/find-a-lawyer/\)](https://nvbar.org/for-the-public/find-a-lawyer/)
[Law Related Education \(https://nvbar.org/for-the-public/law-related-education/\)](https://nvbar.org/for-the-public/law-related-education/)
[Lawyer Referral Service \(https://nvbar.org/for-the-public/find-a-lawyer/lrs/\)](https://nvbar.org/for-the-public/find-a-lawyer/lrs/)
[Legal Information Brochures \(https://nvbar.org/for-the-public/legal-information-brochures/\)](https://nvbar.org/for-the-public/legal-information-brochures/)
[Library of Forms \(https://nvbar.org/for-lawyers/resources/library-of-forms/\)](https://nvbar.org/for-lawyers/resources/library-of-forms/)
[COVID-19: Information and Resources \(https://nvbar.org/?page_id=24154\)](https://nvbar.org/?page_id=24154)

MEMBER SERVICES

[Access To Justice Commission \(https://nvbar.org/access-to-justice/atj/\)](https://nvbar.org/access-to-justice/atj/)



[Certificate of Good Standing and Statement of Discipline History](https://nvbar.org/licensing-compliance/membership-records/certificate-of-good-standing/) (<https://nvbar.org/licensing-compliance/membership-records/certificate-of-good-standing/>).

[SBN CLE Programs](https://nvbar.org/for-lawyers/resources/continuing-legal-education-and-publications/) (<https://nvbar.org/for-lawyers/resources/continuing-legal-education-and-publications/>).

[Ethics & Discipline](https://nvbar.org/for-lawyers/ethics-discipline/) (<https://nvbar.org/for-lawyers/ethics-discipline/>).

[Employment Opportunities](https://nvbar.org/about-us/employment-opportunities/) (<https://nvbar.org/about-us/employment-opportunities/>).

[Lawyer Advertising](https://nvbar.org/for-lawyers/ethics-discipline/lawyer-advertising/) (<https://nvbar.org/for-lawyers/ethics-discipline/lawyer-advertising/>).

EXHIBIT “2”

EXHIBIT “2”

From: [Rimando, Regina](#)
To: tpilatowicz@Gtg.legal; [Brian Shapiro](#)
Subject: FRB Response to Subpoena in re Front Sight Management LLC (Case No.: 22-11824-ABL)
Date: Thursday, June 16, 2022 12:00:36 PM
Attachments: [2022_0615 Letter to Brian Shapiro.pdf](#)
[Front Sight Management LLC, et al. USBK Sub 06-07-22.pdf](#)
Importance: High
Sensitivity: Confidential

[SEND SECURE]

Dear Counsel:

First Republic Bank ("FRB") is in receipt of the attached June 15, 2022 objections from Ms. Pilatowicz.

Per my conversation with Mr. Shapiro today, he is in agreement that FRB should not release any records associated with the account ending in 1075. If the parties enter into a stipulation or the court orders FRB to produce, we can revisit at that time.

Mr. Shapiro, note that FRB does not have any other documentation responsive to the attached subpoena. Thus, there is nothing to produce until this specific concern is resolved.

Please keep me apprised of any updates, especially those in regards to the July 25th hearing.

Thank you for your attention to this matter.

All the best,
Gina

Regina Rimando
Subpoena Compliance Associate
Office of the General Counsel
First Republic Bank

111 Pine Street | San Francisco, CA 94111-5601
Office: (415) 262-8843 Email: rrimando@firstrepublic.com



The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer. This message cannot be guaranteed to be secure or error-free.



First Republic Bank and its related entities do not take responsibility for, or accept time-sensitive instructions sent by email including orders, funds transfer instructions or stop payments on checks. All instructions of this nature must be handled by direct communication, not email.

We reserve the right to monitor and review the content of all email communications sent or received. Emails sent to or from this address may be stored in accordance with regulatory requirements.

GARMAN
TURNER
GORDON

7251 AMIGO STREET
SUITE 210
LAS VEGAS, NV 89119
WWW.GTG.LEGAL
PHONE: 725 777 3000
FAX: 725 777 3112

June 15, 2022

Teresa M. Pilatowicz Esq.
Email: tpilatowicz@gtg.legal

VIA E-MAIL AND U.S. MAIL

Brian D. Shapiro, Esq.
Law Office of Brian D. Shapiro, LLC
510 S 8th Street
Las Vegas, Nevada 89101
brian@brianshapirolaw.com

Re: *In re Front Sight Management*, Case No.: BK-22-11824-ABL

Dear Brian:

Garman Turner Gordon has been retained to represent Ignatius and Jennifer Piazza and certain of their related entities in connection with the above-referenced matter. We are in receipt of the *Notice of Intent to Issue Subpoenas* (the “Notices”) filed on June 3, 2022 and June 6, 2022 as ECF Nos. 101, 105, and 106, by Las Vegas Development Fund, LLC (“LVDF”) noting LVDF’s intent to serve subpoenas (the “Subpoenas”) on Wells Fargo, Bank of America, City National Bank, American First National Bank, First Republic Bank, and Bank of Texas (collectively, the “Banks”). It is unclear if or when the Subpoenas have been served.

As a preliminary matter, Fed. R. Civ. P. 45(a)(4), made applicable to these proceedings pursuant to Fed. R. Bank. P. 9016, requires that if a subpoena commands the production of documents, ***before it is served*** on the entity to which it is directed, a notice and copy of the subpoena ***must be served on each party***. The Notices failed to attach copies of the Subpoenas to Wells Fargo, Bank of America, City National Bank (see ECF No. 101), and Bank of Texas (see ECF No. 105). On that basis alone, the Notices and Subpoenas to those Banks are improper, and must be quashed.

Furthermore, to the extent the Subpoenas seek information regarding person or entities other than the debtors identified in the Subpoenas, which are Front Sight Management, LLC, Front Sight Firearms Training Institute, Front Sight Resorts, and Front Sight (collectively, the “Debtor”), the Pizzas object. This includes any attempts to seek personal financial information of the Pizzas and/or their non-Debtor entities. Note that the Subpoena to First Republic Bank identified account ending in 074, which is a non-Debtor account. Furthermore, while it is unclear which accounts are being sought from Wells Fargo, Bank of America, City National Bank, Bank of Texas, and First National Bank, to the extent they too seek non-Debtor accounts, the Pizzas object. Absent a resolution of this objection, the Pizzas intend to move to quash or modify the Subpoenas or for a protective order with respect thereto.

GARMAN TURNER GORDON LLP

Page 2

While it is unclear for what purposes the Subpoenas were issued (Wells Fargo, Bank of America, City National Bank were issued after obtaining a 2004 order, American First National Bank, First Republic Bank, and Bank of Texas were not), in no event may the Subpoenas seek information of non-Debtor persons or entities.

Fed. R. Bank. P. 2004 limits the scope of examinations under that rule to only “acts, conduct, or property or to the liabilities and financial condition of the debtor...” Similarly, Fed. R. Civ. P. 26, made applicable to contested matters by Fed. R. Bank. P. 9014, limits the discovery that a party may obtain to “any nonprivileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.” Fed. R. Civ. P. 26(b)(1).

Federal Rule of Civil Procedure 26(c) provides:

A party or any person from whom discovery is sought may move for a protective order in the court where the action is pending—or as an alternative on matters relating to a deposition, in the court for the district where the deposition will be taken. The motion must include a certification that the movant has in good faith conferred or attempted to confer with other affected parties in an effort to resolve the dispute without court action. The court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense. . .

Fed. R. Civ. P. 26(c)(1). Similarly, Fed. R. Civ. P. 45, made applicable to these matters pursuant to Fed. R. Bank. P. 9016, provides that the court “must” quash a subpoena if it:

- (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.

Fed. R. Civ. P. 45(c)(3)(A). Parties have a right to privacy that “protects the individual interest in avoiding disclosure of personal matters.” *Srebnik v. Dean*, No. 05-CV-01086-WYD-MJW, 2007 WL 201254, at *1 (D. Colo. Jan. 24, 2007) (citing *Whalen v. Roe*, 429 U.S. 589, 599 (1977)).

GARMAN TURNER GORDON LLP

Page 3

The Piazzas submit that requests seeking non-Debtor accounts are improper and impermissible. I have tried to give you a call to discuss these matters, but have not received a response. Consistent with the requirements of Fed. R. Civ. P. 26(c)(1), please let me know your availability for a meet and confer on June 16, 2022 to see if the parties may resolve the above-noted concerns and objections prior to the Piazzas moving to quash or modify the Subpoenas or for a protective order with respect thereto.

In the meantime, to the extent you have been contacted by any Banks, please provide them a copy of this letter or immediately provide me with their contact information. Furthermore, given that LVDF has failed to provide copies of the Subpoenas for Wells Fargo, Bank of America, City National Bank, and Bank of Texas as required by Fed. R. Civ. P. 45, please advise those Banks that they are not to produce any documents unless and until the Subpoenas are properly provided with an opportunity for parties to object thereto.

I look forward to speaking with you.

Sincerely,

GARMAN TURNER GORDON

/s/ Teresa M. Pilatowicz

TERESA M. PILATOWICZ, ESQ.

CC: Regina Rimando (rrimando@firstrepublic.com)

Received by Legal

1205 prc
Jm

JUN 07 2022

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 MANAGEMENT, LLC
Debtor

Case No. 22-11824-ABL

(Complete if issued in an adversary proceeding)

Chapter 11

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: FIRST REPUBLIC BANK

(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 1 WHICH IS ATTACHED HERETO AND INCORPORATED WITHIN **

PLACE SANO ATTORNEY OFFICE P.O. BOX 1568 RIVERSIDE, CA 92502	OR ELECTRONICALLY TO BRIAN@BRIANSHAPIROLAW.COM	DATE AND TIME 6-21-2022 10:00 A.M.
--------------------------------------------------------------------	---------------------------------------------------	---------------------------------------

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: 6-06-2022

CLERK OF COURT

Signature of Clerk or Deputy Clerk

OR

Attorney's signature

BRIAN D. SHAPIRO, ESQ.
LAW OFFICE OF BRIAN D. SHAPIRO, LLC
510 S. 8TH STREET
LAS VEGAS, NV 89101
BRIAN@BRIANSHAPIROLAW.COM
702-386-9600

The name, address, email address, and telephone number of the attorney representing (name of party) (SEE NEXT TO SIGNATURE LINE), who issues or requests this subpoena, are: LAS VEGAS DEVELOPMENT FUND, LLC

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).

EXHIBIT 1
(FIRST REPUBLIC BANK)

Definitions:

For purposes of this subpoena, the word "Debtor" includes the following name(s):

FRONT SIGHT MANAGEMENT, LLC
FRONT SIGHT FIREARMS TRAINING INSTITUTE
FRONT SIGHT RESORTS
FRONT SIGHT

For purposes of this subpoena, the words "Mailing Address" includes: 1 FRONT SIGHT ROAD, PAHRUMP, NV 89061; 12501 S. HAFEN RANCH RD; 1 E. FRONT SIGHT RD., PAHRUMP, NV 89061; and 7975 CAMERON DRIVE, #900 WINDSOR, CA 95492

For purposes of this subpoena, the words "EIN" and/or "EMPLOYER IDENTIFICATION NUMBER" include the following: 77-0306282

Please produce the following documents for the time frame from **January 1, 2016 to June 2, 2022:**

1. Copies of all signature cards and bank account statements for account number 80002071075.
2. Copies of all signature cards for all accounts in the name of the Debtor.
3. Copies of all signature cards for all accounts that contain the Mailing Address.
4. Copies of all signature cards for all accounts which contain the EIN
5. Copies of all bank account statements for any and all accounts in the name of the Debtor and/or that the Debtor is a signor.
6. Copies of all bank account statements for any and all accounts that utilize the Mailing Address.
7. Copies of all bank account statements for any and all accounts that utilize the EIN.
8. Copies of all credit card statements for any and all accounts in the name of the Debtor and/or that the Debtor is an authorized user.
9. Copies of all credit card statements for any and all accounts that utilize the Mailing Address.
10. Copies of all credit card statements for any and all accounts that utilize the EIN.

B2570 (Form 2570 - Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

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.:

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 3)

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 useable 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.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT “19”

EXHIBIT “19”

From: [Andrea Champion](#)
To: [Teresa Pilatowicz](#); ["Gregory Garman"](#); ["Dylan Ciciliano"](#)
Cc: ["Brian Shapiro"](#); [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Julie Linton](#); [Lorie Januskevicius](#)
Subject: RE: FSM v. LVDF - Letter to T. Pilatowicz Responding RE 30B6 Meet and Confer
Date: Friday, March 3, 2023 12:26:00 PM
Attachments: [2023-02-27 Stip and Order Re Mtn for Protective Order Briefing Schedule \(v4 AMC\).docx](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Teresa,

We reviewed your proposed revisions and cannot agree to them as the parties have not met and conferred on LVDF's responses to Front Sight's written discovery requests nor did LVDF agree to file a motion for protective order on the requests. From our perspective, these are two separate issues: (1) the 30(b)(6) topics which we have met and conferred on and have a remaining dispute and (2) LVDF's objections to discovery requests which we just received a meet and confer letter on March 1, 2023 (after our meet and confer on the 30(b)(6) topics) and have not met and conferred on. LVDF will be moving on the first (i.e., the 30(b)(6) topics) and it is LVDF's position that the parties must meet and confer on the discovery responses and if the parties cannot resolve their dispute, Front Sight will have to file a motion to compel. Alternatively, the parties can agree that the Court's decision on the motion for protective order on the 30(b)(6) will inform the parties' efforts to resolve the written discovery and will conduct another meet and confer regarding the disputed discovery responses within 1 business day of the Court's decision on the motion for protective order. I am available on Monday to discuss LVDF's written discovery responses for our first meet and confer after the hearing.

As to the 30(b)(6) topics, given the emails from you and Greg on Friday, I want to make sure there is no miscommunication regarding the 30(b)(6) topics that will be the subject of LVDF's motion for protective order. According to the notes I took during our meet and confer, it is Front Sight's position that the requests are proper because the Protective Orders are in the adversary action and not in the claim objection. I explained that it is LVDF's position that the protective orders remain standing, that we do not believe Front Sight has an ability to seek the information in the claims objection particularly when discovery and trial are happening together, and that the claim objection does not make irrelevant (and protected) information now relevant (or fodder for discovery). I asked you to explain how the investor information or payments to other parties, from LVDF, were relevant to the claim objection and was again told that it was Front Sight's position that the protective orders are not applicable to the claim objection. But you did not explain the relevance of that information other than to say what you really were getting at was how much money was raised from EB-5 investors, when the money came in, how much was distributed to Front Sight, and how much was held back (pursuant to the CLA) because you still were not sure you had that information. I told you that LVDF had no objection to Front Sight asking that information so long as the identities of the investors was not requested. I told you, for example, you can say "as to investor #1, how much money was raised from investor #1, when did LVDF receive investor #1's money, when was investor #1's money disbursed to Front Sight, how much of investor #1's money was disbursed to Front Sight", etc." My recollection is that after my explanation, you told me you would have to consider it and get back to me. We later received your letter stating that LVDF would be moving forward with

the protective order.

I would ask that, in order to ensure there is no miscommunication and that the parties have sufficiently met and conferred on this issue, that in response to this email you articulate Front Sight's position on how the information that is subject to the Protective Orders is subject to 30(b)(6) testimony. After we receive a response from you, we will let you know if our client's position has changed.

Assuming it has not, I have updated the draft stipulation, rejecting the additions regarding the written discovery per the above and making minimal substantive revisions (as reflected in the redline).

We await your response.

Thanks,

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

<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: Teresa Pilatowicz <tpilatowicz@Gtg.legal>

Sent: Thursday, March 2, 2023 4:58 PM

To: Andrea Champion <achampion@joneslovelock.com>; Julie Linton <jlinton@joneslovelock.com>; Gregory Garman <Ggarman@Gtg.legal>; Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Lorie Januskevicius <ljanuskevicius@joneslovelock.com>; brian@brianshapirolaw.com

Subject: Re: FSM v. LVDF - Letter to T. Pilatowicz Responding RE 30B6 Meet and Confer

Andi:

Comments attached.

Thanks,

Teresa M. Pilatowicz

Attorney

P 702 478 0559 | F 725 777 3112

GARMAN | TURNER | GORDON

2415 E. CAMELBACK ROAD, SUITE 700
PHOENIX, AZ 85016

[website](#) | [vCard](#) | [map](#) | [email](#)



From: Andrea Champion <achampion@joneslovelock.com>

Date: Thursday, March 2, 2023 at 3:02 PM

To: Teresa Pilatowicz <tpilatowicz@Gtg.legal>, Julie Linton <jlinton@joneslovelock.com>, Gregory Garman <Ggarman@Gtg.legal>, Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Nicole Lovelock <nlovelock@joneslovelock.com>, Sue Trazig Cavaco <scavaco@joneslovelock.com>, Lorie Januskevicius <ljanuskevicius@joneslovelock.com>, brian@brianshapirolaw.com <brian@brianshapirolaw.com>

Subject: RE: FSM v. LVDF - Letter to T. Pilatowicz Responding RE 30B6 Meet and Confer

Teresa,

Attached is the draft stipulation regarding the briefing schedule on LVDF's anticipated motion for protective order. Please let us know if you have any proposed revisions or would like to discuss.

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

<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: Friday, February 24, 2023 3:57 PM
To: Teresa Pilatowicz <tpilatowicz@Gtg.legal>; Julie Linton <jlinton@joneslovelock.com>; Gregory Garman <Ggarman@Gtg.legal>; Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Lorie Januskevicius <ljanuskevicius@joneslovelock.com>; brian@brianshapirolaw.com
Subject: RE: FSM v. LVDF - Letter to T. Pilatowicz Responding RE 30B6 Meet and Confer

Teresa,

I will put together a stipulation and order and send it over for review.

As we have received no meet and confer letter from Front Sight regarding documents Front Sight contends LVDF has improperly withheld based on protective orders that remain in place in the Adversary Action, which is to be tried in conjunction with the claims objection proceeding, I have no idea what documents you are referring to. Once you identify those, we understand the request and will obviously wait to see how the Court rules.

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

<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: Teresa Pilatowicz <tpilatowicz@Gtg.legal>
Sent: Friday, February 24, 2023 3:23 PM

To: Andrea Champion <achampion@joneslovelock.com>; Julie Linton <jlinton@joneslovelock.com>; Gregory Garman <Ggarman@Gtg.legal>; Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Lorie Januskevicius <ljanuskevicius@joneslovelock.com>; brian@brianshapirolaw.com

Subject: Re: FSM v. LVDF - Letter to T. Pilatowicz Responding RE 30B6 Meet and Confer

Andi:

I am fine with the proposal. However, please note that as LVDF has improperly withheld documents in the claim objection proceedings based on protective orders issued in a different case, Front Sight expects that LVDF will turn over the documents promptly upon the Court's ruling following the March 24 hearing date in order to accommodate the March 31 deposition date.

Please send over a stip and order on the scheduling for review.

Thanks,

Teresa M. Pilatowicz

Attorney

P 702 478 0559 | F 725 777 3112

GARMAN | TURNER | GORDON

2415 E. CAMELBACK ROAD, SUITE 700
PHOENIX, AZ 85016

[website](#) | [vCard](#) | [map](#) | [email](#)



From: Andrea Champion <achampion@joneslovelock.com>

Date: Friday, February 24, 2023 at 2:55 PM

To: Julie Linton <jlinton@joneslovelock.com>, Teresa Pilatowicz <tpilatowicz@Gtg.legal>, Gregory Garman <Ggarman@Gtg.legal>, Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Nicole Lovelock <nlovelock@joneslovelock.com>, Sue Trazig Cavaco <scavaco@joneslovelock.com>, Lorie Januskevicius <ljanuskevicius@joneslovelock.com>, brian@brianshapirolaw.com <brian@brianshapirolaw.com>

Subject: RE: FSM v. LVDF - Letter to T. Pilatowicz Responding RE 30B6 Meet and Confer

Teresa,

In light of the Court's availability for a hearing in March, we propose the following briefing schedule:

LVDF's Motion filed by Monday March 6th

FSM's Opp filed by Thursday March 16th

LVDF's reply filed by Tuesday March 21st

Anticipating that the motion will be scheduled to be heard on March 24th, Mr. Dziubla's 30(b)(6) deposition on behalf of LVDF may be scheduled for Friday, March 31, 2023.

Let me know if the above is agreeable for your side or feel free to give me a call to discuss.

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

<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: Julie Linton <jlinton@joneslovelock.com>

Sent: Friday, February 24, 2023 12:41 PM

To: tpilatowicz@gtg.legal; ggarman@gtg.legal; dciciliano@gtg.legal

Cc: Andrea Champion <achampion@joneslovelock.com>; Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Lorie Januskevicius <loriejanuskevicius@joneslovelock.com>; brian@brianshapirolaw.com; Julie Linton <jlinton@joneslovelock.com>

Subject: FSM v. LVDF - Letter to T. Pilatowicz Responding RE 30B6 Meet and Confer

Good afternoon,

Attached please find a copy of Andrea M. Champion, Esq.'s letter responding to meet and confer letter sent on February 22, 2023. Should you have any questions, please contact Ms. Champion

directly.

Thank you,

Julie Linton



6600 Amelia Earhart Ct., Suite C
Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E jlinton@joneslovelock.com

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.

EXHIBIT “20”

EXHIBIT “20”

From: [Andrea Champion](#)
To: "[Teresa Pilatowicz](#)"; [Julie Linton](#); [Gregory Garman](#); [Dylan Ciciliano](#)
Cc: [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Lorie Januskevicius](#); brian@brianshapirolaw.com; [Julie Linton](#)
Subject: RE: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues
Date: Friday, March 3, 2023 3:36:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[21.01.25 Order Granting EB5 Mot for Protective Order.pdf](#)

Teresa,

Working a bit out of order:

I am certainly happy to meet in person and talk through the discovery issues to see if we can try to resolve them. I have a 12:30 call Tuesday afternoon that was scheduled this morning that I cannot push. I expect it will take no more than an hour-and-a-half so I can be available after 2pm. Let me know when you would like to meet.

I do need a response today on the motion for protective order issue and stipulation I sent you earlier today but otherwise, I agree that we will be meeting to discuss all the issues outlined in the meet and confer letters from this week.

I appreciate the clarification and confirmation on topics 20 and 21 from the 30(b)(6) subpoena. With your confirmation that Front Sight is not seeking investor personal information through topics 20 and 21, those topics will be removed from LVDF's motion for protective order.

I see now that we did receive the financial information provided to the committee. Thanks for pointing out when it came in.

My letter yesterday notes that Front Sight has not asked for additional 30(b)(6) deposition time. If you want to make that request in lieu of deposing Bob Dziubla, again, in his individual capacity I can certainly take it back to my client and see if we can agree to something. If you do not want additional 30(b)(6) time and instead want to stick with the 7 hours split between the two designees and separately depose Bob individually, then let me know and I will circle with my client on his availability and get back to you.

As for Simone Williams, while Front Sight needs to issue a formal notice of intent for her deposition, I want to make sure you are aware that one of the protective orders in the adversary action is specific to Front Sight's prior attempt to depose Ms. Williams and addresses any attempt by Front Sight to depose Ms. Williams in the future. A copy of that protective order is attached. If it is Front Sight's position that they can depose Ms. Williams in violation of that order simply because they seek her testimony in the claim objection and not the adversary action, LVDF will be filing a motion for protective order. We would also ask that we work to find an available date for everyone. In addition, I am not sure if you are aware, but my understanding is that Ms. Williams is legal counsel for some of the EB-5 investors so I also expect you will have a problem with some of your requests as they seek attorney-client communications. I also should have asked this earlier in our meet and confer

correspondence, but is it Front Sight's position that testimony it adduces in the claim objection will only be presented for the claim objection and not for the claims in the pending adversary action? And conversely, is it Front Sight's position that the testimony adduced in the adversary action will be considered only for the adversary action and not the claim objection? In other words, is it Front Sight's position that the Court is going to somehow hear different testimony and different evidence for the two matters even though there is one trial scheduled? If so, we need to address that before the status check on Monday at 9:30.

I also requested, in my letter yesterday, for your office to advise on whether Front Sight intends to object to the production of the Meacher emails by this coming Monday so that we can meet and confer on those objections. Certainly, we appear to have a disagreement as to Front Sight's obligations as to Request No. 5 within the Third Set of RFPs, but we do not find it productive to wait until the 15th to see if documents are withheld based on objections when Mr. Piazza's deposition is the following Thursday as that would potentially impact that deposition setting. Please be prepared to discuss on Tuesday.

Thanks,

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

<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: Teresa Pilatowicz <tpilatowicz@Gtg.legal>

Sent: Friday, March 3, 2023 12:39 PM

To: Julie Linton <jlinton@joneslovelock.com>; Gregory Garman <Ggarman@Gtg.legal>; Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Andrea Champion <achampion@joneslovelock.com>; Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Lorie Januskevicius <ljanuskevicius@joneslovelock.com>; brian@brianshapirolaw.com; Julie Linton <jlinton@joneslovelock.com>

Subject: Re: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues

Andi:

We have received your March 2, 2023 letter, which continues to skew past discussions and facts. As such, a continued point by point response is not warranted or helpful. As Greg and Brian had discussed, and as referenced in your letter, an in person meeting to resolve all of the outstanding issues on Tuesday appears as if it would be helpful. It is our intent to meet in person so that these matters can be resolved once and for all and this case can proceed as scheduled.

Your letter did request a response as to certain information in advance of Tuesday so I will address those herein:

First, you request a response today as to whether topics 20 and 21 sought communications on EB-5 investors and their personal information. You also state "As I read your letter from Monday, Front Sight does not intend to seek information about the EB-5 investors or their personal information through topics 20 and 21 and those topics are intended, instead, to focus on what LVDF told any EB-5 investor and/or member regarding the status of the construction of the project and the raising of the EB-5 funds." Although it appears I have already answered your question, to be clear, topics 20 and 21 do not seek the investor personal information (though that information is sought through other requests for which I understand LVDF is already seeking a protective order)

Second, your letter also contends that we have not provided the financial information provided to the committee as promised. However, that information was provided to you via dropbox on March 1, 2023. If you have trouble accessing those, or need me to resend the link, please let me know.

Third, while we had sought to streamline depositions, because, among other things, LVDF now takes the position that, despite disclosing a second 30(b)(6) designee in a different state, that no more than seven hours will be granted (despite Front Sight making each of its designees available for seven hours), it is necessary to also proceed with the deposition of Mr. Dzibula, individually. I have provided a subpoena with a proposed date of March 29, 2023, but am certainly open to coordinating dates. Please confirm that you are authorized to accept service and let me know your and Mr. Dzibula's availability.

Furthermore, we are issuing a subpoena to Ms. Simone Williams, which is attached. Likewise, I am open to coordinating dates between the parties to find a mutually acceptable date and time for all.

Finally, I am attaching a supplement to the initial disclosures so that we have clarity on the documents, witnesses, and damage calculations that have been disclosed to date by Front Sight.

Please confirm your availability for a meet and confer on Monday or Tuesday, March 7, 2023 (I understand a conflict may have arisen on Tuesday since your letter), during which I expect we will address the remaining issues in your March 2 letter, as well as my meet and confer letter sent on March 1. If there are other issues to address, please let me know prior to the meeting so that we can be prepared to respond.

Thanks,

Teresa M. Pilatowicz

Attorney

P 702 478 0559 | F 725 777 3112

GARMAN | TURNER | GORDON

2415 E. CAMELBACK ROAD, SUITE 700
PHOENIX, AZ 85016

[website](#) | [vCard](#) | [map](#) | [email](#)



From: Julie Linton <jlinton@joneslovelock.com>

Date: Thursday, March 2, 2023 at 5:55 PM

To: Teresa Pilatowicz <tpilatowicz@Gtg.legal>, Gregory Garman <Ggarman@Gtg.legal>, Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Andrea Champion <achampion@joneslovelock.com>, Nicole Lovelock <nlovelock@joneslovelock.com>, Sue Trazig Cavaco <scavaco@joneslovelock.com>, Lorie Januskevicius <ljanuskevicius@joneslovelock.com>, brian@brianshapirolaw.com <brian@brianshapirolaw.com>, Julie Linton <jlinton@joneslovelock.com>

Subject: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues

Good afternoon,

Attached please find a copy of Andrea M. Champion, Esq.'s letter regarding various discovery issues. Should you have any questions, please contact Ms. Champion directly.

Thank you,

Julie Linton



6600 Amelia Earhart Ct., Suite C
Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E jlinton@joneslovelock.com

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.

EXHIBIT “21”

EXHIBIT “21”

From: [Andrea Champion](#)
To: [Teresa Pilatowicz](#); [Julie Linton](#); [Gregory Garman](#); [Dylan Ciciliano](#)
Cc: [Nicole Lovelock](#); [Sue Trazig Cavaco](#); [Lorie Januskevicius](#); brian@brianshapirolaw.com; [Julie Linton](#)
Subject: RE: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues
Date: Monday, March 6, 2023 11:32:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Teresa,

Can we please have a call to discuss?

As I read your email, you are seeking disclosure of the investors' identities, LVDF's communications with the investors, what the investors' understanding were, and the investors' financial dealings. But then you go on to say that the "they" – presumably, the investors, have discoverable information. But have noticed the LVDF 30(b)(6) deposition; not investor depositions so I am not sure if we are still talking past each other or if I understand your position. In addition, you still have not addressed that portion of my email about the Simone Williams protective order or Front Sight's position as to what can be used at trial for each matter.

Given that the parties have contemplated LVDF filing a motion for protective order today, I want to ensure we reach an understanding as to whether we are so we can file an appropriate motion. It may very well be that we are continuing to talk past one another, but I cannot tell.

Instead of going back and forth by email, please let me know when you are available to get on the phone and see if we can work through this. And yes, we are still planning to meet on the remaining discovery issues tomorrow at 2pm at your office.

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

<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: Teresa Pilatowicz <tpilatowicz@Gtg.legal>
Sent: Monday, March 6, 2023 10:58 AM
To: Andrea Champion <achampion@joneslovelock.com>; Julie Linton <jlinton@joneslovelock.com>; Gregory Garman <Ggarman@Gtg.legal>; Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Lorie Januskevicius <ljanuskevicius@joneslovelock.com>; brian@brianshapirolaw.com; Julie Linton <jlinton@joneslovelock.com>
Subject: Re: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues

Andi:

We can discuss these issues during our meet and confer tomorrow at 2:00. However, for purposes of your motion for protective order, I have told you that we are not seeking personal banking information from the EB-5 investors (you mentioned that during that state court case there was a request for their bank accounts, that is not what we are seeking). However, we are entitled to know who they are, what they were told, what their understandings were, their financial dealings with LVDF, etc. Your contentions that this is confidential, private information or that the intent is to target the investors are misplaced. Front Sight believes that they have discoverable information, and we are entitled to it.

As for the stipulation, your changes appear to suggest that there will not be a meet and confer of the written discovery prior to the Court's ruling on the protective order issues. That is not my intent. My understanding is that we will meet and confer on the written discovery tomorrow, with the understanding that many of LVDF's objections are based on the protective order issue that is being briefed for the Court, and that the Court's ruling will inform the parties with respect to those items, which we will discuss after the ruling. In any event, you have our consent for the OST for your motion with the briefing schedule previously addressed and I think the remaining issues with respect to the stipulation can be addressed tomorrow.

Please confirm we are meeting tomorrow at 2:00 in person at GTG's Las Vegas office.

Thanks,

Teresa M. Pilatowicz

Attorney

P 702 478 0559 | F 725 777 3112

GARMAN | TURNER | GORDON

2415 E. CAMELBACK ROAD, SUITE 700
PHOENIX, AZ 85016

[website](#) | [vCard](#) | [map](#) | [email](#)



From: Andrea Champion <achampion@joneslovelock.com>

Date: Saturday, March 4, 2023 at 6:05 PM

To: Teresa Pilatowicz <tpilatowicz@Gtg.legal>, Julie Linton <jlinton@joneslovelock.com>, Gregory Garman <Ggarman@Gtg.legal>, Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Nicole Lovelock <nlovelock@joneslovelock.com>, Sue Trazig Cavaco <scavaco@joneslovelock.com>, Lorie Januskevicius <ljanuskevicius@joneslovelock.com>, brian@brianshapirolaw.com <brian@brianshapirolaw.com>, Julie Linton <jlinton@joneslovelock.com>

Subject: RE: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues

Teresa,

I appreciate the response setting forth Front Sight's position.

I thought I was clear during our meet and confer call and in my emails from yesterday but perhaps I can try again to see if we are just talking past each other.

Investor information:

LVDF is not seeking a protective order on the investors' payment of funds to LVDF *so long as Front Sight does not seek the discovery of the investors' personal, confidential, and identifying information*. In other words, LVDF has no objection to Front Sight asking when money was received by each investor, when LVDF gave notice to Front Sight of those investors' funds being received, when LVDF made distributions of EB-5 funds to Front Sight, or what EB-5 funds were held back under the CLA. LVDF also is not seeking a protective order on its knowledge of the status of the EB-5 investors' I-529 or I-829 petitions *so long as Front Sight does not seek the disclosure of the investors' personal, confidential, and identifying information*. LVDF does, however, maintain that the investors' identities and their banking information is subject to the protective order and beyond that, completely irrelevant to Front Sight's proof of claim. Who the EB-5 investors are has no bearing on any of the parties' arguments.

LVDF also has no objection to Front Sight inquiring whether LVDF communicated (i) its best efforts obligation to raise the funds or (ii) that Front Sight failed to provide required information sufficient to satisfy the EB-5 requirements, or otherwise breached the CLA again, so long as Front Sight does not seek the discovery of the investors' identifying information.

To illustrate LVDF's position, LVDF has no objection to: (i) when investor #1 started to communicate with LVDF or its foreign placement agents about the project; (ii) whether investor # 1 ha direct

communications with LVDF about the project, Front Sight, or the CLA, and the substance of those communications, if any; (iii) when investor #1 wired its funds to LVDF; (iv) when LVDF notified Front Sight of those investor funds being in escrow; (v) when those investor funds, or a portion thereof, were distributed and how much was distributed; (vii) whether investor #1 has filed a I-529 or I-829 petition and LVDF's knowledge of the same. LVDF also has no objection to its communications with USCIS regarding how many investors there were, how much EB-5 funds LVDF received, and how that money was spent, to the extent LVDF had any such communications with USCIS. LVDF does, however, have an objection to Front Sight asking what the name of investor #1 is, what his contact information is, where he banks, and other personal information that is the subject of the protective order and has no relevance to the parties' dispute.

LVDF is also not seeking a protective order on communications with its foreign placement consultants regarding whether Front Sight's use of the loan proceeds complied with EB-5 requirements, jobs created by the Project, or Front Sight's purported breach of the CLA (topics 45, 46, and 47) and our prior letters do not suggest that LVDF is seeking a protective order on these topics. LVDF does, however, object to Front Sight's attempt to seek information about the EB-5 investors and potential investors, as outlined above, that may have been communicated to, or from, the foreign placement consultants. Using another illustration, LVDF objects to Front Sight asking Mr. Dziubla to identify investor #1 and then testify regarding any communications between the foreign placement consultant and LVDF, if any, regarding investor #1 to the extent those communications (or Front Sight's questions) would identify the investors, their banking information, or other personal, identifying information. LVDF also maintains its objection to topic 10, which are payments to foreign placement agents, as that information constitutes trade secrets, is highly confidential and proprietary, and is irrelevant to any positions taken in either the adversary or claim objection matter.

By way of background, LVDF sought the protective orders, in large part, based on Mr. Piazza's distribution of Mr. Dziubla's own personal information. LVDF has been, it believes rightfully, fearful that if the investors' identities are disclosed, that will make them a target. In addition, these investors have an expectation of privacy and confidentiality. I believe, and continue to believe, that LVDF's proposal to limit the topics in the 30(b)(6) notice to exclude the mere identification of the investors and their personal information is more than reasonable. Therefore, we were surprised when, after explaining LVDF's position during our meet and confer call, Front Sight came back and demanded that LVDF file a motion for protective order instead of agreeing to limit topics 5, 6, 7, and 13. The only reason Front Sight would demand LVDF proceed with a motion for protective order on these topics is if it seeks the investors' identities and personal information. Topic 10 is different and it may be that the parties still have a dispute but I wanted to make sure our positions were clear.

LVDF's financial information:

It appears the parties may very well have a fundamental disagreement as to the money Front Sight paid LVDF and the intended use of that money. LVDF's position is that Front Sight paid EB5IA to market the project. My understanding is that Front Sight paid success fees or performance fees and interest on the loan to LVDF and LVDF had no obligation, under either the CLA or the Engagement Letter, to earmark those funds for a certain purpose as your email implies. I can certainly confer with my client to confirm whether there were marketing payments made to LVDF and what LVDF's

position is on the use of marketing payments, if any. I would presume that LVDF would have no objection to Front Sight asking about the use of those marketing funds but will have to revert back.

However, it is long been, and continues to be, LVDF's position that Front Sight is not entitled to know how LVDF spent interest payments or success fees or performance fees. That information is squarely within the protective order and is not relevant to any position made in the claim objection.

Evidence at trial:

In my below email from yesterday, I asked whether it is Front Sight's position that deposition testimony and documents produced in the adversary action can only be presented for the adversary action claims and not the claim objection at trial and, likewise, whether it is Front Sight's position that deposition testimony and documents produced in the claim objection proceeding can only be presented for the claim objection and not for the adversary claims. I have not gotten a response to that inquiry and LVDF is entitled to know Front Sight's position because: (i) it impacts this motion for protective order and (ii) it impacts how the trial will proceed and may need to be addressed with the Court at the status check on Monday. If it is Front Sight's position that the cases are splintered and that discovery conducted in one matter come in for only one matter, I think the Court would like to know sooner rather than later. While the parties have stipulated to a single trial and the Court has set aside a certain number of days for that trial, if the Court adopts Front Sight's position, then I think our trial dates and timeline is insufficient and we will need to get additional dates on the Court's calendar now should we need them.

Simone Williams subpoena:

In my below email from yesterday, I also asked whether Front Sight was aware of the protective order entered specific to Ms. Williams and I provided a copy of that order for your ease of reference. LVDF's position as to the deposition of Ms. Williams is the same as what is outlined above – that Front Sight is precluded from seeking the identities and personal information about investors and potential investor from Ms. Williams. Given that Front Sight has unilaterally scheduled Ms. Williams' deposition for March 27, 2023, if Front Sight's position remains unchanged regarding the investor information, LVDF intends to file a motion for protective order on Monday as well and would ask that the same briefing schedule be agreed upon. I will also have to check our schedule and get back to you on whether the 27th works for LVDF.

Stipulation:

Finally, thanks for the revisions to the stipulation. I made some changes for accuracy and clarity that I think should be acceptable but please let me know.

I do not know if this helps provide any clarity or changes Front Sight's position, but I certainly await your response. I appreciate your response on a Saturday and would appreciate you getting back to me as soon as you can since LVDF's motion is due to be filed on Monday and we do have the status check at 9:30 on Monday morning.

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

<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: Teresa Pilatowicz <tpilatowicz@Gtg.legal>

Sent: Saturday, March 4, 2023 11:10 AM

To: Andrea Champion <achampion@joneslovelock.com>; Julie Linton <jlinton@joneslovelock.com>; Gregory Garman <Ggarman@Gtg.legal>; Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Lorie Januskevicius <ljanuskevicius@joneslovelock.com>; brian@brianshapirolaw.com; Julie Linton <jlinton@joneslovelock.com>

Subject: Re: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues

Andi:

As we have discussed, the topics related to your request for protective order are relevant to the claim that LVDF filed. Given that such information is relevant to the claim, a separate matter that LVDF chose to pursue, the orders entered in a different action cannot serve as a basis to withhold the information.

Generally, the requests for which you seek a protective order address the information regarding investors, their payment of funds to LVDF, the status of their immigration documents, and communications with respect to topics related to the same. The requests also seek information related to EB-5 consultants, including payments and communications regarding the loan and use of funds. Finally, the requests seek information regarding the use of funds received by LVDF.

LVDF has taken the position that (1) it only had a best efforts obligation to raise funds, and (2) that Front Sight failed to provide required information sufficient to satisfy EB-5 requirements, or otherwise breached the CLA and impacted the investors ability to obtain their required approvals. Front Sight disputes these contentions, and the 30(b)(6) topics are likely to lead to the discovery of

admissible evidence, including as to whether those positions are accurate and/or have been communicated to other parties.

Furthermore, LVDF took funds from Front Sight and has failed to account for their use, even though certain of the funds were to be used for limited purposes. Moreover, LVDF has taken the position that it had no additional funds to loan. Front Sight is entitled to explore the receipt and use of the funds and test these positions.

Finally, with respect to the stipulation, I am confused by your position as there is no question that LVDF has refused to respond to written discovery for the very same reasons that LVDF objects to the 30(b)(6) topics. Therefore, duplicative motions would only serve to increase expense and the burden on the Court. I have revised the proposed stipulation with a proposal that would be acceptable to Front Sight, consistent with a suggestion in your earlier email.

Thanks,

Teresa M. Pilatowicz

Attorney

P 702 478 0559 | F 725 777 3112

GARMAN | TURNER | GORDON

2415 E. CAMELBACK ROAD, SUITE 700
PHOENIX, AZ 85016

[website](#) | [vCard](#) | [map](#) | [email](#)



From: Teresa Pilatowicz <tpilatowicz@Gtg.legal>

Date: Friday, March 3, 2023 at 6:22 PM

To: Andrea Champion <achampion@joneslovelock.com>, Julie Linton <jlinton@joneslovelock.com>, Gregory Garman <Ggarman@Gtg.legal>, Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Nicole Lovelock <nlovelock@joneslovelock.com>, Sue Trazig Cavaco <scavaco@joneslovelock.com>, Lorie Januskevicius <ljanuskevicius@joneslovelock.com>, brian@brianshapirolaw.com <brian@brianshapirolaw.com>, Julie Linton <jlinton@joneslovelock.com>

Subject: Re: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues

Andi:

I will respond to your email tomorrow. In the meantime, let's hold 2:00 on Tuesday open for an in-person meeting. We can meet at GTG's offices.

Thanks,

Teresa M. Pilatowicz

Attorney

P 702 478 0559 | F 725 777 3112

GARMAN | TURNER | GORDON

2415 E. CAMELBACK ROAD, SUITE 700
PHOENIX, AZ 85016

[website](#) | [vCard](#) | [map](#) | [email](#)



From: Andrea Champion <achampion@joneslovelock.com>

Date: Friday, March 3, 2023 at 4:37 PM

To: Teresa Pilatowicz <tpilatowicz@Gtg.legal>, Julie Linton <jlinton@joneslovelock.com>, Gregory Garman <Ggarman@Gtg.legal>, Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Nicole Lovelock <nlovelock@joneslovelock.com>, Sue Trazig Cavaco <scavaco@joneslovelock.com>, Lorie Januskevicius <ljanuskevicius@joneslovelock.com>, brian@brianshapirolaw.com <brian@brianshapirolaw.com>, Julie Linton <jlinton@joneslovelock.com>

Subject: RE: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues

Teresa,

Working a bit out of order:

I am certainly happy to meet in person and talk through the discovery issues to see if we can try to resolve them. I have a 12:30 call Tuesday afternoon that was scheduled this morning that I cannot push. I expect it will take no more than an hour-and-a-half so I can be available after 2pm. Let me know when you would like to meet.

I do need a response today on the motion for protective order issue and stipulation I sent you earlier today but otherwise, I agree that we will be meeting to discuss all the issues outlined in the meet and confer letters from this week.

I appreciate the clarification and confirmation on topics 20 and 21 from the 30(b)(6) subpoena. With your confirmation that Front Sight is not seeking investor personal information through topics 20 and 21, those topics will be removed from LVDF's motion for protective order.

I see now that we did receive the financial information provided to the committee. Thanks for pointing out when it came in.

My letter yesterday notes that Front Sight has not asked for additional 30(b)(6) deposition time. If you want to make that request in lieu of deposing Bob Dziubla, again, in his individual capacity I can certainly take it back to my client and see if we can agree to something. If you do not want additional 30(b)(6) time and instead want to stick with the 7 hours split between the two designees and separately depose Bob individually, then let me know and I will circle with my client on his availability and get back to you.

As for Simone Williams, while Front Sight needs to issue a formal notice of intent for her deposition, I want to make sure you are aware that one of the protective orders in the adversary action is specific to Front Sight's prior attempt to depose Ms. Williams and addresses any attempt by Front Sight to depose Ms. Williams in the future. A copy of that protective order is attached. If it is Front Sight's position that they can depose Ms. Williams in violation of that order simply because they seek her testimony in the claim objection and not the adversary action, LVDF will be filing a motion for protective order. We would also ask that we work to find an available date for everyone. In addition, I am not sure if you are aware, but my understanding is that Ms. Williams is legal counsel for some of the EB-5 investors so I also expect you will have a problem with some of your requests as they seek attorney-client communications. I also should have asked this earlier in our meet and confer correspondence, but is it Front Sight's position that testimony it adduces in the claim objection will only be presented for the claim objection and not for the claims in the pending adversary action? And conversely, is it Front Sight's position that the testimony adduced in the adversary action will be considered only for the adversary action and not the claim objection? In other words, is it Front Sight's position that the Court is going to somehow hear different testimony and different evidence for the two matters even though there is one trial scheduled? If so, we need to address that before the status check on Monday at 9:30.

I also requested, in my letter yesterday, for your office to advise on whether Front Sight intends to object to the production of the Meacher emails by this coming Monday so that we can meet and confer on those objections. Certainly, we appear to have a disagreement as to Front Sight's obligations as to Request No. 5 within the Third Set of RFPs, but we do not find it productive to wait until the 15th to see if documents are withheld based on objections when Mr. Piazza's deposition is the following Thursday as that would potentially impact that deposition setting. Please be prepared to discuss on Tuesday.

Thanks,

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

<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: Teresa Pilatowicz <tpilatowicz@Gtg.legal>

Sent: Friday, March 3, 2023 12:39 PM

To: Julie Linton <jlinton@joneslovelock.com>; Gregory Garman <Ggarman@Gtg.legal>; Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Andrea Champion <achampion@joneslovelock.com>; Nicole Lovelock <nlovelock@joneslovelock.com>; Sue Trazig Cavaco <scavaco@joneslovelock.com>; Lorie Januskevicius <ljanuskevicius@joneslovelock.com>; brian@brianshapirolaw.com; Julie Linton <jlinton@joneslovelock.com>

Subject: Re: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues

Andi:

We have received your March 2, 2023 letter, which continues to skew past discussions and facts. As such, a continued point by point response is not warranted or helpful. As Greg and Brian had discussed, and as referenced in your letter, an in person meeting to resolve all of the outstanding issues on Tuesday appears as if it would be helpful. It is our intent to meet in person so that these matters can be resolved once and for all and this case can proceed as scheduled.

Your letter did request a response as to certain information in advance of Tuesday so I will address those herein:

First, you request a response today as to whether topics 20 and 21 sought communications on EB-5 investors and their personal information. You also state "As I read your letter from Monday, Front Sight does not intend to seek information about the EB-5 investors or their personal information through topics 20 and 21 and those topics are intended, instead, to focus on what LVDF told any EB-5 investor and/or member regarding the status of the construction of the project and the raising of the EB-5 funds." Although it appears I have already answered your question, to be clear, topics 20 and 21 do not seek the investor personal information (though that information is sought through other requests for which I understand LVDF is already seeking a protective order)

Second, your letter also contends that we have not provided the financial information provided

to the committee as promised. However, that information was provided to you via dropbox on March 1, 2023. If you have trouble accessing those, or need me to resend the link, please let me know.

Third, while we had sought to streamline depositions, because, among other things, LVDF now takes the position that, despite disclosing a second 30(b)(6) designee in a different state, that no more than seven hours will be granted (despite Front Sight making each of its designees available for seven hours), it is necessary to also proceed with the deposition of Mr. Dzibula, individually. I have provided a subpoena with a proposed date of March 29, 2023, but am certainly open to coordinating dates. Please confirm that you are authorized to accept service and let me know your and Mr. Dzibula's availability.

Furthermore, we are issuing a subpoena to Ms. Simone Williams, which is attached. Likewise, I am open to coordinating dates between the parties to find a mutually acceptable date and time for all.

Finally, I am attaching a supplement to the initial disclosures so that we have clarity on the documents, witnesses, and damage calculations that have been disclosed to date by Front Sight.

Please confirm your availability for a meet and confer on Monday or Tuesday, March 7, 2023 (I understand a conflict may have arisen on Tuesday since your letter), during which I expect we will address the remaining issues in your March 2 letter, as well as my meet and confer letter sent on March 1. If there are other issues to address, please let me know prior to the meeting so that we can be prepared to respond.

Thanks,

Teresa M. Pilatowicz

Attorney

P 702 478 0559 | F 725 777 3112

GARMAN | TURNER | GORDON

2415 E. CAMELBACK ROAD, SUITE 700
PHOENIX, AZ 85016

[website](#) | [vCard](#) | [map](#) | [email](#)



From: Julie Linton <jlinton@joneslovelock.com>

Date: Thursday, March 2, 2023 at 5:55 PM

To: Teresa Pilatowicz <tpilatowicz@Gtg.legal>, Gregory Garman <Ggarman@Gtg.legal>, Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Andrea Champion <achampion@joneslovelock.com>, Nicole Lovelock <nlovelock@joneslovelock.com>, Sue Trazig Cavaco <scavaco@joneslovelock.com>, Lorie Januskevicius <ljanuskevicius@joneslovelock.com>, brian@brianshapirolaw.com <brian@brianshapirolaw.com>, Julie Linton <jlinton@joneslovelock.com>

Subject: FSM v. LVDF - Letter to T. Pilatowicz re various discovery issues

Good afternoon,

Attached please find a copy of Andrea M. Champion, Esq.'s letter regarding various discovery issues. Should you have any questions, please contact Ms. Champion directly.

Thank you,

Julie Linton



6600 Amelia Earhart Ct., Suite C
Las Vegas, NV 89119

P (702) 805-8450

F (702) 805-8451

E jlinton@joneslovelock.com

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.

EXHIBIT “22”

EXHIBIT “22”

1 GARMAN TURNER GORDON LLP
 2 GREGORY E. GARMAN, ESQ.
 Nevada Bar No. 6665
 E-mail: ggarman@gtg.legal
 3 TALITHA GRAY KOZLOWSKI, ESQ.
 Nevada Bar No. 9040
 E-mail: tgray@gtg.legal
 5 TERESA M. PILATOWICZ, ESQ.
 Nevada Bar No. 9605
 E-mail: tpilatowicz@gtg.legal
 7251 Amigo Street, Suite 210
 Las Vegas, Nevada 89119
 Telephone (725) 777-3000
 Facsimile (725) 777-3112
 Attorneys for Reorganized Debtor
 Front Sight Management LLC

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

12 In re: 13 FRONT SIGHT MANAGEMENT LLC, 14 Debtor.	Case No.: 22-11824-ABL Chapter 11
-----------------------------------------------------------	--------------------------------------

15 **NOTICE OF INTENT TO ISSUE SUBPOENA IN A CASE UNDER THE BANKRUPTCY**
 16 **CODE TO SIMONE WILLIAMS, ESQ.**

17 Reorganized Debtor Front Sight Management LLC, by and through its counsel, the law
 18 firm of Garman Turner Gordon LLP, and pursuant to Rules 7030, 7034, 9014, and 9016, Federal
 19 Rules of Bankruptcy Procedure, hereby provides notice of the issuance of a *Subpoena in a Case*
 20 *Under the Bankruptcy Code* to Simone Williams, Esq. A copy of the subpoena is attached hereto
 21 as **Exhibit 1**.

22 DATED this 3rd day of March, 2023.

23 GARMAN TURNER GORDON LLP
 24 By: /s/ Teresa M. Pilatowicz
 25 GREGORY E. GARMAN, ESQ.
 TALITHA GRAY KOZLOWSKI, ESQ.
 TERESA M. PILATOWICZ, ESQ.
 26 7251 Amigo Street, Suite 210
 Las Vegas, Nevada 89119
 27 Attorneys for Attorneys for Reorganized Debtor
 Front Sight Management LLC

EXHIBIT 1

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

FRONT SIGHT MANAGEMENT LLC,

Debtor.

Case No.: 22-11824-ABL
Chapter 11

**SUBPOENA IN A CASE UNDER THE
BANKRUPTCY CODE FOR
DEPOSITION AND PRODUCTION OF
DOCUMENTS**

TO: SIMONE WILLIAMS, ESQ.
WILLIAMS GLOBAL LAW, PLLC
c/o Incomp Services, Inc.
1100 H Street, N.W.
Washington, DC 20005

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify in this involuntary bankruptcy case. If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

<p>PLACE¹</p> <p>Esquire Deposition Solutions 1717 K Street, NW, Suite 900 Washington, DC 20006</p>	<p>DATE AND TIME:</p> <p>March 27, 2023 9:30 a.m.</p>
-------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------

YOU ARE COMMANDED to produce and permit inspection and copying of the documents and communications requested on **Exhibit B** hereto, subject to the Definitions and Instructions, on **Exhibit A** hereto.

<p>PLACE</p> <p>Esquire Deposition Solutions 1717 K Street, NW, Suite 900 Washington, DC 20006</p>	<p>DATE AND TIME</p> <p>March 23, 2023 9:30 a.m.</p>
-------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------

Any subpoenaed organization not a party to this proceeding case shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify, Fed. R. Civ. P. 30(b)(6) made applicable to this proceeding by Rule 7030, Fed. R. Bankr. P.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 901, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d),

¹ The examination will be recorded *via* stenographic means and/or videotaped.

relating to your protection as a person subject of 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.

ISSUING OFFICER SIGNATURE AND TITLE <i>/s/ Teresa Pilatowicz</i>	DATE March 3, 2023
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER Gregory E. Garman, Esq. Talitha Gray Kozlowski, Esq. Teresa M. Pilatowicz, Esq. Garman Turner Gordon LLP 7251 Amigo Street, Suite 210 Las Vegas, NV 89119 (725) 777-3000	

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 executed 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 Rules 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.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

**INSTRUCTIONS FOR THE SUBPOENA TO PRODUCE DOCUMENTS,
INFORMATION, OR OBJECTS**

1. “Communication(s)” shall mean, without limitation, any transmittal, conveyance or exchange of a word, statement, fact, thing, idea, document, instruction, information, demand, question or other information by any medium, whether by written, oral or other means, including but not limited to personal conversations, written correspondence, memoranda, letters, reports, publications, electronic communications, text messaging, instant messaging, messages via social media and electronic mail.

2. “CLA” means the Construction Loan Agreement dated October 6, 2016, between Front Sight and LVDF, and amendments thereto.

3. “Date” means the exact day, month, and year, if known, or if not known, Your best Sapproximation thereof. Exact dates shall be given in all answers except where it is explicitly indicated than an approximate

4. “Documents” is intended to be as broad as it is used in Federal Rules of Civil Procedure (“FRCP”) 26 and 34, and includes, without limitation:

- a. the original (or an identical duplicate if the original is not available) and any non-identical copies (whether non-identical because of notes made on copies or attached comments, annotations, marks, transmission notations, or highlighting of any kind) of writings of every kind and description that are fixed in any kind of physical media;²
- b. any printed, typewritten, handwritten, electronic, or otherwise recorded matter of whatever character of communications, letters, correspondence, electronic mail, text messages, memoranda, notes, Post-Its, media releases or articles, photographs, tape or sound recordings, contracts, agreements, telephone records, diaries, desk calendars, appointment calendar, group scheduler calendars, statements, reports, journal, minutes, working paper, financial report, accounting report, work papers, facsimile, facsimile transmission, drafts, logs, chart, graph, index, directory, scheduling data, databases, spreadsheets, presentations, word processed documents, bulletins, design schedules, supplemental instructions, time cards, drawings, shop drawings, progress payments, progress schedules, estimates, equipment time cards, design calculations, design meeting

² Physical media includes, but is not limited to, paper media, photographic media (including pictures, films, slides and microfilm), phonographic media, magnetic media (including, but not limited to hard drives, floppy disks, compact disks, and magnetic tapes of any kind), computer memory, optical media, magneto-optical media, and other physical media on which notations or marking of any kind can be affixed.

minutes, coordination meeting minutes, and material similar to any of the foregoing, however denominated and to whomever addressed, computer directory, computer disk, computer tape, or any written, printed, typed, punched, taped, filmed, or graphic matter however produced or reproduced. Documents also include the file, folder tabs, and labels appended to or containing any documents.

- c. For the avoidance of doubt, electronically-stored information with all metadata intact shall be produced whenever available in the format described below.

5. “Dziubla” means Robert Dziubla.
6. “EB-5 Immigrant Investor.” refers to all Class B members of LVDF.
7. “EB5IA” means EB5 Impact Advisors, LLC.
8. “EB5IC” means EB5 Impact Capital Regional Center, LLC.
9. “Entity” includes, without limiting the generality of its meaning, every corporation, partnership, association, limited liability company, joint venture and professional business entity or any iteration, subsidiary, or affiliate thereof.
10. “Fleming” means Jon Fleming,
11. “Front Sight” means Front Sight Management, LLC.
12. “LVDF” means Las Vegas Development Fund, LLC
13. “Person” shall mean any natural person, trust, Entity, association of Entities and/or natural persons, and/or governmental body.
14. “Project” means the construction of the Front Sight Resort & Vacation Club and an expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in a 550-acre site in Pahrump, Nevada, and as more specifically defined in the CLA.
15. “Promissory Notes” means the Promissory Note executed in connection with the CLA and any amendments thereto.
16. “Relate” or “relating to” means constituting, comprising, containing, setting forth, showing, disclosing, describing, explaining, summarizing, concerning, or referring to directly or indirectly.
17. “Relevant to” has the same meaning that it has in Fed. R. Civ. P. 26(b)(1) incorporated by Fed. R. Bank. P. 7026.
18. “USCIS” means U.S. Citizenship and Immigration Services.

19. “You” and “Your” shall mean Simone Williams, and Your agents, servants, employees, attorneys, representatives, predecessors, or any other person over which You have control or have a superior right to compel to do an act or produce an item or information and specifically including, but not limited to: (i) any Entity of which You are an officer, director, manager, member, shareholder or in which You have or had any ownership or equity interest (contingent or otherwise); and (ii) any trust or similar device in which You are a settlor, trustee, co-trustee, trust protector, or beneficiary or in which You have any interest (contingent or otherwise).

EXHIBIT B

1. Please provide any and all communications between you and Robert Dziubla related to the Front Sight Project.
2. Please provide any and all communications between you and Jon Fleming related to the Front Sight Project.
3. Please provide any and all communications between you and Linda Stanwood related to the Front Sight Project.
4. Please provide any and all communications between you and USCIS related to the front Sight Project.
5. Please provide any and all communications between you and any EB5 Immigrant Investor related to the front Sight Project.
6. Please provide any and all communications between you and EB5IA related to the Front Sight Project.
7. Please provide any and all communications between you and EB5IC related to the Front Sight Project.
8. Please provide any and all communications between you and LVDF related to the Front Sight Project.
9. Please provide any and all documents in your possession and/or control related to the Front Sight Project.
10. Please provide any and all documents related to your attempts to source EB-5 immigrant investors for the Front Sight Project.
11. Please provide any and all communications related to your attempts to source EB-5 immigrant investors for the Front Sight Project.
12. Please provide any and all documents related to the Williams Global Law PLLC Pre-Marketing Agreement with EB5IC.
13. Please provide any communications between you and Kyle Scott pertaining to the Front Sight Project.
14. Please provide any communications between you and Sudhir Shah pertaining to the Front Sight Project.

15. Please provide any communications between you and LuRaphael Li pertaining the Front Sight Project.

EXHIBIT “23”

EXHIBIT “23”

1 **NI**
 John P. Aldrich, Esq.
 2 Nevada Bar No. 6877
 Catherine Hernandez, Esq.
 3 Nevada Bar No. 8410
 Jamie S. Hendrickson, Esq.
 4 Nevada Bar No. 12770
ALDRICH LAW FIRM, LTD.
 5 7866 West Sahara Avenue
 Las Vegas, Nevada 89117
 6 Telephone: (702) 853-5490
 Facsimile: (702) 227-1975
 7 *Attorneys for Plaintiff/Counterdefendants*

8 **EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

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

11 Plaintiff,

12 vs.

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

14 Defendants.
 15

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

**PLAINTIFF'S NOTICE OF INTENT
 TO ISSUE SUBPOENA FOR
 DEPOSITION AND PRODUCTION
 OF DOCUMENTS TO SIMONE
 WILLIAMS, ESQ.**

16 AND ALL RELATED COUNTERCLAIMS.
 17

18 Pursuant to Rule 45(a)(4)(A) of the Nevada Rules of Civil Procedure, Plaintiff FRONT
 19 SIGHT MANAGEMENT LLC, by and through their counsel of record, hereby provides prior

20 ///

21 ///

22 ///

23 ///

1 notice of the Subpoena for Deposition and Production of Documents to be issued to Simone
2 Williams, Esq., attached hereto as **Exhibit 1**.

3 DATED this 12th day of October, 2020.

4 **ALDRICH LAW FIRM, LTD.**

5 /s/ John P. Aldrich

6 John P. Aldrich, Esq.

7 Nevada Bar No. 6877

8 Catherine Hernandez, Esq.

9 Nevada Bar No. 8410

10 Jamie S. Hendrickson, Esq.

11 Nevada Bar No. 12770

12 7866 West Sahara Avenue

13 Las Vegas, NV 89117

14 Tel (702) 853-5490

15 Fax (702) 226-1975

16 *Attorneys for Plaintiff/Counterdefendants*

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 12th day of October, 2020, I caused the foregoing
3 **PLAINTIFF'S NOTICE OF INTENT TO ISSUE SUBPOENA FOR DEPOSITION AND**
4 **PRODUCTION OF DOCUMENTS TO SIMONE WILLIAMS, ESQ.** to be electronically
5 served with the Clerk of the Court using Wiznet which will send notification of such filing to the
6 email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if
7 not included on the Electronic Mail Notice List, to the following parties:

8 John R. Bailey, Esq.
9 Joshua M. Dickey, Esq.
10 Andrea M. Champion, Esq.
11 **BAILEY KENNEDY**
12 8984 Spanish Ridge Avenue
13 Las Vegas, NV 89148
14 *Attorneys for Defendants/Counterclaimant*

15
16
17
18
19
20
21
22
23
24

/s/ T. Bixenmann
An employee of ALDRICH LAW FIRM, LTD.

EXHIBIT 1

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

SDT
John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
Jamie S. Hendrickson, Esq.
Nevada Bar No. 12770
ALDRICH LAW FIRM, LTD.
7866 West Sahara Avenue
Las Vegas, NV 89117
Telephone: (702) 853-5490
Facsimile: (702) 227-1975
Attorneys for Plaintiff/Counterdefendants

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

**SUBPOENA FOR DEPOSITION AND
PRODUCTION OF DOCUMENTS**

AND ALL RELATED COUNTERCLAIMS.

THE STATE OF NEVADA SENDS GREETINGS TO:

**Simone Williams, Esq.
Williams Global Law, PLLC
1717 K Street, NW, Suite 900
Washington, DC 20006**

YOU ARE HEREBY COMMANDED that all and singular, business and excuses set
aside, pursuant to N.R.C.P. 45, to attend and testify at your deposition on **December 17, 2020, at
10:00 a.m.**, at the following address:

///

1 **Esquire Deposition Solutions**
2 **1717 K Street, NW, Suite 900**
3 **Washington, DC 20006**

4 **RECORDING METHOD:** The deposition shall be recorded by either sound, sound-and-
5 visual, or stenographic means.

6 **YOU ARE FURTHER ORDERED** that all and singular, business and excuses set aside,
7 pursuant to N.R.C.P. 45, to produce the designated documents, electronically stored information,
8 and/or tangible things in your possession, custody, or control, by delivering a true, legible, and
9 durable copy of the business records described below to the requesting attorney, by United States
10 mail or similar delivery service, on or before **December 11, 2020** to the following:

11 **Aldrich Law Firm, Ltd.**
12 **7866 West Sahara Avenue**
13 **Las Vegas, NV 89117**

14 All documents shall be produced as they are kept in the usual course of business or shall be
15 organized and labeled to correspond with the categories listed. N.R.C.P. 45(d)(1). **A LIST OF**
16 **THE ITEMS TO BE PRODUCED** is attached as **Exhibit A**. **IF THE DOCUMENTS LISTED**
17 **IN EXHIBIT A ARE PROVIDED TO ALDRICH LAW FIRM, LTD. ON OR BEFORE**
18 **DECEMBER 11, 2020, YOU DO NOT NEED TO APPEAR FOR YOUR DEPOSITION ON**
19 **DECEMBER 17, 2020.**

20 **YOU ARE FURTHER ORDERED** to authenticate the business records produced,
21 pursuant to N.R.S. 52.260, and to provide with your production a completed Certificate of
22 Custodian of Records in substantially the same form as **Exhibit B** attached hereto the subpoena.

23 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
24 upon that person may be deemed in contempt of the court, N.R.C.P. 45(e), punishable by a fine
not exceeding \$500 and imprisonment not exceeding 25 days, N.R.S. 22.100. Additionally a

1 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained
2 as a result of the failure to attend, and a warrant may issue for the witness' arrest. N.R.S. 50.195,
3 50.205, and 22.100(3).

4 Please see the attached **Exhibit C** for information regarding your rights and responsibilities
5 relating to this Subpoena.

6 A list of all parties to this action and their respective counsel is attached as **Exhibit D**.

7 **INSTRUCTIONS FOR THE SUBPOENA TO PRODUCE DOCUMENTS,**

8 **INFORMATION, OR OBJECTS**

9 A. The following definitions apply to this discovery request:

- 10 1. Concerning. The term "concerning" means relating to, referring to, describing,
11 evidencing, or constituting.
- 12 2. You, Your, and Yours. The terms "You," "Your," and "Yours" refer to the
13 responsible party in receipt of service and responding to this Subpoena, and,
14 additionally, its agents, employees, members, owners, partners, shareholders,
15 directors, or anyone acting on its behalf.
- 16 3. Front Sight Project. The term "Front Sight Project" refers to all construction
17 undertaken on the Front Sight Firearms Training Institute and Resort pursuant to
18 the Construction Loan Agreement and any amendments thereto.
- 19 4. EB-5 Immigrant Investor. The term "EB-5 Immigrant Investor" refers to all Class
20 B members of Las Vegas Development Fund, LLC.
- 21 5. Document. The terms "Document" or "Writing" is defined to be synonymous in
22 meaning and equal in scope to the use of the terms "document" and "electronically
23 stored information" in Nevada Rules of Civil Procedure 26 and 34. A draft or non-
24

1 identical copy is a separate document within the meaning of this term. “Document”
2 shall also include any data compilation from which information can be obtained or
3 translated if necessary by YOU through detection devices into reasonably usable
4 form. Where the Document or Writing makes use of, or refers to, codes or keys for
5 particular categories of information, then the definition of a Writing or Document
6 includes the full description of the key necessary for a person unfamiliar with the
7 parlance to understand the meaning of the code or key. A draft or non-identical
8 copy is a separate Document within the meaning of this term.

- 9 6. Any term, word or phrase that has not been defined in this discovery request but
10 appears in the live pleadings in this action (including without limitation the
11 Complaint) shall be given the definition or meaning given to the term, word or
12 phrase as used in the live pleadings. Any term, word, or phrase that has been defined
13 in these definitions that also appears in the live pleadings shall be given the
14 definition or meaning given to the term, word or phrase as used in the pleadings in
15 addition to the definition(s) given in this discovery request.

16 B. The following rules of construction apply to this Subpoena to Produce Documents,
17 Information, or Objects:

- 18 1. All/Each. The terms “all” and “each” shall be construed as all and each.
19 2. And/Or. The connectives “and” and “or” shall be construed either disjunctively or
20 conjunctively as necessary to bring within the scope of the discovery request all
21 responses that might otherwise be construed to be outside of its scope.
22 3. Number. The use of the singular form of any word includes the plural and vice
23 versa.
24

1 C. The following instructions apply to this discovery request:

2 Electronic or Magnetic Data. In those instances when requested information exists in
3 electronic or magnetic form, the responding party should state so. In responding to a
4 discovery request, the responding party should, in addition to stating that the information
5 exists in electronic/magnetic form, sufficiently identify the form in which the information
6 exists.

7 1. E-MAILS: With respect to any and all responsible e-mail messages, produce them
8 in their native, electronic format, including without limitation “.pst” files for
9 Microsoft Outlook e-mail messages and “.nst” files for Lotus Outlook e-mail
10 messages.

11 2. SPREADSHEETS: With respect to any and all responsive spreadsheets, produce
12 them in their native, electronic format, including without limitation “.xls” files for
13 Microsoft Excel spreadsheets.

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

3. OTHER. Where applicable, any responsible information that exists in electronic or magnetic form must be produced in the following formats: CD Rom in an Acrobat (“.pdf”) compatible application, in a Microsoft Word or WordPerfect compatible application, or in ASCII.

DATED this ____ day of October, 2020.

ALDRICH LAW FIRM, LTD.

John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
Jamie S. Hendrickson, Esq.
Nevada Bar No. 12770
7866 West Sahara Avenue
Las Vegas, Nevada 89117
Tel: (702) 853-5490
Fax: (702) 227-1975
Attorneys for Plaintiff/Counterdefendants

EXHIBIT A

1
2
3 1. Please provide any and all communications between you and Robert Dziubla
4 related to the Front Sight Project.

5 2. Please provide any and all communications between you and Jon Fleming related
6 to the Front Sight Project.

7 3. Please provide any and all communications between you and Linda Stanwood
8 related to the Front Sight Project.

9 4. Please provide any and all communications between you and EB5 Impact Advisors,
10 LLC related to the Front Sight Project.

11 5. Please provide any and all communications between you and EB5 Impact Capital
12 Regional Center, LLC related to the Front Sight Project.

13 6. Please provide any and all communications between you and Las Vegas
14 Development Fund, LLC related to the Front Sight Project.

15 7. Please provide any and all documents in your possession and/or control related to
16 the Front Sight Project.

17 8. Please provide any and all documents related to your attempts to source EB-5
18 immigrant investors for the Front Sight Project.

19 9. Please provide any and all communications related to your attempts to source EB-
20 5 immigrant investors for the Front Sight Project.

21 10. Please provide any and all documents related to the Williams Global Law PLLC
22 Pre-Marketing Agreement with EB5 Impact Capital Regional Center, LLC.

23 11. Please describe your efforts undertaken pursuant to the Williams Global Law PLLC
24 Pre-Marketing Agreement with EB5 Impact Capital Regional Center, LLC.

12. Please provide any communications between you and Kyle Scott pertaining to the
Front Sight Project.

1 13. Please provide any communications between you and Sudhir Shah pertaining to the
2 Front Sight Project.

3 14. Please provide any communications between you and LuRaphael Li pertaining the
4 Front Sight Project.

5 15. Please provide all communications and/or documents between you and Robert
6 Dziubla regarding any project not related to the Front Sight Project that was anticipated to use EB-
7 5 funds and/or for which you sought to be retained to raise EB-5 funds.

8 16. Please provide all communications and/or documents between you and Jon Fleming
9 regarding any project not related to the Front Sight Project that was anticipated to use EB-5 funds
10 and/or for which you sought to be retained to raise EB-5 funds.

11 17. Please provide all communications and/or documents between you and Linda
12 Stanwood regarding any project not related to the Front Sight Project that was anticipated to use
13 EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

14 18. Please provide all communications and/or documents between you and EB5 Impact
15 Advisors, LLC regarding any project not related to the Front Sight Project that was anticipated to
16 use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

17 19. Please provide all communications and/or documents between you and EB5 Impact
18 Capital Regional Center, LLC regarding any project not related to the Front Sight Project that was
19 anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.

20 20. Please provide all communications and/or documents between you and Las Vegas
21 Development Fund, LLC regarding any project not related to the Front Sight Project that was
22 anticipated to use EB-5 funds and/or for which you sought to be retained to raise EB-5 funds.
23
24

1 **EXHIBIT C**

2 **NEVADA RULES OF CIVIL PROCEDURE**

3 **Rule 45 (c) Protection of Persons Subject to Subpoena.**

4 (1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible
5 for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or
6 expense on a person subject to the subpoena. The court that issued the subpoena must enforce this
7 duty and may impose an appropriate sanction — which may include lost earnings and reasonable
8 attorney fees — on a party or attorney who fails to comply.

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

10 (A) **Appearance Not Required.**

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

14 (ii) If documents, electronically stored information, or tangible things are produced
15 to the party that issued the subpoena without an appearance at the place of production, that party
16 must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or
17 electronically reproduce the documents or information, photograph any tangible items not subject
18 to copying, and serve these items on every other party. The party that issued the subpoena may
19 also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a
20 party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes
21 the cost, then the court, on motion, must determine the reasonable cost of copying the documents
22 or information, or photographing the tangible items.

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

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample
the materials or tangible things or to inspect the premises except by order of the court that issued
the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to
produce or permit inspection, the party serving the subpoena may move the court that issued the
subpoena for an order compelling production or inspection; and

1 (iii) if the court enters an order compelling production or inspection, the order must
2 protect the person commanded to produce or permit inspection from significant expense resulting
3 from compliance.

3 **(3) Quashing or Modifying a Subpoena.**

4 **(A) When Required.** On timely motion, the court that issued a subpoena must quash or
5 modify the subpoena if it:

6 (i) fails to allow reasonable time for compliance;

7 (ii) requires a person to travel to a place more than 100 miles from the place where
8 that person resides, is employed, or regularly transacts business in person, unless the person is
9 commanded to attend trial within Nevada;

10 (iii) requires disclosure of privileged or other protected matter and no exception or
11 waiver applies; or

12 (iv) subjects a person to an undue burden.

13 **(B) When Permitted.** On timely motion, the court that issued a subpoena may quash or
14 modify the subpoena if it requires disclosing:

15 (i) a trade secret or other confidential research, development, or commercial
16 information; or

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

19 **(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule
20 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or
21 production under specified conditions if the party serving the subpoena:

22 (i) shows a substantial need for the testimony or material that cannot be otherwise
23 met without undue hardship; and

24 (ii) ensures that the subpoenaed person will be reasonably compensated.

Rule 45(d) Duties in Responding to a Subpoena.

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

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

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

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

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

14 (2) **Claiming Privilege or Protection.**

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

17 (i) expressly make the claim; and

18 (ii) describe the nature of the withheld documents, communications, or tangible things in
19 a manner that, without revealing information itself privileged or protected, will enable the parties
20 to assess the claim.

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

EXHIBIT D

1
2 Plaintiff/Counterdefendant FRONT SIGHT MANAGEMENT LLC and Counterdefendants DR.
3 IGNATIUS PIAZZA, JENNIFER PIAZZA, VNV DYNASTY TRUST I, VNV DYNASTY
4 TRUST II, EFRAIN RENE MORALES-MORENO, MORALES CONSTRUCTION, INC., ALL
AMERICAN CONCRETE & MASONRY INC., TOP RANK BUILDERS INC., AND
MICHAEL MEACHER are represented by:

5 John P. Aldrich, Esq.
6 Catherine Hernandez, Esq.
7 Jamie S. Hendrickson, Esq.
8 **ALDRICH LAW FIRM, LTD.**
9 7866 West Sahara Avenue
10 Las Vegas, Nevada 89117

11 Defendant/Counterclaimant LAS VEGAS DEVELOPMENT FUND LLC and Defendants EB5
12 IMPACT CAPITAL REGIONAL CENTER LLC, EB5 IMPACT ADVISORS LLC, ROBERT W.
13 DZIUBLA, JON FLEMING and LINDA STANWOOD are represented by:

14 John R. Bailey, Esq.
15 Joshua M. Dickey, Esq.
16 Andrea M. Champion, Esq.
17 **BAILEY KENNEDY**
18 8984 Spanish Ridge Avenue
19 Las Vegas, NV 89148
20
21
22
23
24

Reception

From: efilimgmail@tylerhost.net
Sent: Monday, October 12, 2020 3:15 PM
To: BKfederaldownloads
Subject: Notification of Service for Case: A-18-781084-B, Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s) for filing Service Only, Envelope Number: 6764034

Notification of Service

Case Number: A-18-781084-B
 Case Style: Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
 Envelope Number: 6764034



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

Filing Details	
Case Number	A-18-781084-B
Case Style	Front Sight Management LLC, Plaintiff(s)vs.Las Vegas Development Fund LLC, Defendant(s)
Date/Time Submitted	10/12/2020 3:14 PM PST
Filing Type	Service Only
Filing Description	Notice of Intent to Issue Subpoena for Deposition and Production of Documents to Simone Williams, Esq.
Filed By	Traci Bixenmann
Service Contacts	Front Sight Management LLC: Traci Bixenmann (traci@johnaldrichlawfirm.com) John Aldrich (jaldrich@johnaldrichlawfirm.com) Las Vegas Development Fund LLC: Joshua Dickey (jdickey@baileykennedy.com) John Bailey (jbailey@baileykennedy.com) Bailey Kennedy, LLP (bkfederaldownloads@baileykennedy.com)

	<p>Kathryn Holbert (kholbert@farmercase.com)</p> <p>Andrea Champion (achampion@baileykennedy.com)</p> <p>Keith Greer (keith.greer@greerlaw.biz)</p> <p>Dianne Lyman (dianne.lyman@greerlaw.biz)</p> <p>Mona Gantos (mona.gantos@greerlaw.biz)</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Document Details

Served Document	Download Document
This link is active for 30 days.	

EXHIBIT “24”

EXHIBIT “24”

1 GARMAN TURNER GORDON LLP
 2 GREGORY E. GARMAN, ESQ.
 Nevada Bar No. 6665
 E-mail: ggarman@gtg.legal
 3 TALITHA GRAY KOZLOWSKI, ESQ.
 Nevada Bar No. 9040
 E-mail: tgray@gtg.legal
 4 TERESA M. PILATOWICZ, ESQ.
 Nevada Bar No. 9605
 E-mail: tpilatowicz@gtg.legal
 5 7251 Amigo Street, Suite 210
 Las Vegas, Nevada 89119
 Telephone (725) 777-3000
 6 Facsimile (725) 777-3112

7
 8
 9 *Attorneys for Reorganized Debtor*
 10 *Front Sight Management LLC*

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

13 In re: 14 FRONT SIGHT MANAGEMENT LLC, 15 Debtor.	Case No.: 22-11824-ABL Chapter 11
-----------------------------------------------------------	--------------------------------------

16 **NOTICE OF DEPOSITION OF ROBERT DZIUBLA**

17 PLEASE TAKE NOTICE that on the 28 day of March, 2023, beginning at 9:30 a.m.,¹ at
 18 the office of Garman Turner Gordon LLP, 7251 Amigo Street, Suite 210, Las Vegas, Nevada
 19 89119, Reorganized Debtor Front Sight Management LLC, by and through its counsel, the law
 20 firm of Garman Turner Gordon LLP, will take the deposition of Robert Dziubla, pursuant to Rules
 21 26 and 30 of the Federal Rules of Civil Procedure, made applicable to the above-captioned case
 22 pursuant to Rules 7026 and 7030, before a Notary Public, or before some other officer authorized
 23 by the law to administer oaths.

24 Oral examination, if not completed on the specified date, will continue from day to day
 25 excluding Sundays and Holidays, until completed. The testimony of the deposition will be
 26

27
 28 ¹ Or on a date and time mutually agreeable to the parties.

1 recorded *via* stenographic means and video taped.

2 DATED this 3rd day of March, 2023.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

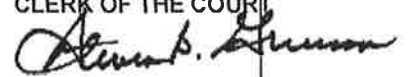
GARMAN TURNER GORDON LLP

By: /s/ Teresa M. Pilatowicz
GREGORY E. GARMAN, ESQ.
TALITHA GRAY KOZLOWSKI, ESQ.
TERESA M. PILATOWICZ, ESQ.
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
*Attorneys for Reorganized Debtor Front
Sight Management LLC*

EXHIBIT “25”

EXHIBIT “25”

Electronically Filed
1/4/2019 12:55 PM
Steven D. Grierson
CLERK OF THE COURT



1 **ACOM**
John P. Aldrich, Esq.
2 Nevada Bar No. 6877
Catherine Hernandez, Esq.
3 Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
4 7866 West Sahara Avenue
Las Vegas, Nevada 89117
5 Telephone: (702) 853-5490
Facsimile: (702) 227-1975
6 *Attorneys for Plaintiff*

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10
11 Plaintiff,

12 vs.

13 LAS VEGAS DEVELOPMENT FUND LLC, a
Nevada Limited Liability Company; EB5
14 IMPACT CAPITAL REGIONAL CENTER
LLC, a Nevada Limited Liability Company;
15 EB5 IMPACT ADVISORS LLC, a Nevada
Limited Liability Company; ROBERT W.
16 DZIUBLA, individually and as President and
CEO of LAS VEGAS DEVELOPMENT
17 FUND LLC and EB5 IMPACT ADVISORS
LLC; JON FLEMING, individually and as an
18 agent of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
19 LLC; LINDA STANWOOD, individually and
as Senior Vice President of LAS VEGAS
20 DEVELOPMENT FUND LLC and EB5
IMPACT ADVISORS LLC; DOES 1-10,
21 inclusive; and ROE CORPORATIONS 1-10,
inclusive,

22 Defendants.
23
24

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

SECOND AMENDED COMPLAINT

1 Plaintiff FRONT SIGHT MANAGEMENT LLC by and through its attorneys, John P.
2 Aldrich, Esq. and Catherine Hernandez, Esq., of the Aldrich Law Firm, Ltd., hereby complains
3 and alleges against Defendants LAS VEGAS DEVELOPMENT FUND LLC, a Nevada Limited
4 Liability Company; EB5 IMPACT CAPITAL REGIONAL CENTER LLC, a Nevada Limited
5 Liability Company; EB5 IMPACT ADVISORS LLC, a Nevada Limited Liability Company;
6 ROBERT W. DZIUBLA, individually and as President and CEO of LAS VEGAS
7 DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; JON FLEMING,
8 individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT
9 ADVISORS LLC; LINDA STANWOOD, individually and as Senior Vice President of LAS
10 VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; DOES 1-10,
11 inclusive; and ROE CORPORATIONS 1-10, inclusive, as follows:

12 **PARTIES**

13 1. Plaintiff FRONT SIGHT MANAGEMENT LLC (“Front Sight” or “Plaintiff”) is
14 a limited liability company, duly formed, organized and existing under the laws of the state of
15 Nevada and conducting business in Clark County, Nevada.

16 2. Defendant LAS VEGAS DEVELOPMENT FUND LLC (“LVDF”), is and at all
17 relevant times mentioned herein, was, a Nevada limited liability company, transacting business
18 in the State of Nevada.

19 3. Defendant EB5 IMPACT CAPITAL REGIONAL CENTER LLC (“EB5IC”) is
20 and at all relevant times mentioned herein, was, a Nevada limited liability company, transacting
21 business in the State of Nevada.

1 4. Defendant EB5 IMPACT ADVISORS LLC (“EB5IA”), is and at all relevant
2 times mentioned herein, was, a Nevada limited liability company, transacting business in the
3 State of Nevada.

4 5. Upon information and belief, Defendant ROBERT W. DZIUBLA (“Dziubla”),
5 individually and as President and CEO of LAS VEGAS DEVELOPMENT FUND LLC and EB5
6 IMPACT CAPITAL REGIONAL CENTER LLC, is and at all relevant times mentioned herein,
7 was, a resident of California, transacting substantial business in the State of Nevada and
8 maintaining numerous and frequent contacts with Nevada.

9 6. Upon information and belief, Defendant JON FLEMING (“Fleming”),
10 individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT
11 ADVISORS LLC, is and at all relevant times mentioned herein, was, a resident of California,
12 transacting substantial business in the State of Nevada and maintaining numerous and frequent
13 contacts with Nevada.

14 7. Upon information and belief, Defendant LINDA STANWOOD (“Stanwood”),
15 individually and as Senior Vice President of LAS VEGAS DEVELOPMENT FUND LLC and
16 EB5 IMPACT CAPITAL REGIONAL CENTER LLC, is and at all relevant times mentioned
17 herein, was, a resident of California, transacting substantial business in the State of Nevada and
18 maintaining numerous and frequent contacts with Nevada.

19 8. The true names and capacities of Defendant DOES I through V are unknown to
20 Plaintiff, and Plaintiff therefore sues said Defendants by said fictitious names. Plaintiff is
21 informed and believes, and thereupon alleges that each of the Defendants designated as DOE is
22 responsible in some manner for the events and happenings referred to and caused the damages to
23 plaintiff as alleged and Plaintiff will ask leave of this court to amend this complaint to insert the
24

1 true names and capacities of DOES I through V when they are ascertained by Plaintiff together
2 with appropriate charges and allegations to join such Defendants in this action.

3 9. The trues names and capacities of Defendants ROE Corporations I through V are
4 unknown to Plaintiff, and Plaintiff therefore sues said Defendants by said fictitious names.
5 Plaintiff is informed and believe, and thereupon alleges that each of the Defendants designated as
6 ROE Corporations I through V is responsible in some manner for the events and happenings
7 referred to and caused the damages to Plaintiff as alleged, and Plaintiff will ask leave of this
8 court to amend this Complaint to insert the true names and capacities of ROE Corporations I
9 through V when they are ascertained by Plaintiff together with appropriate charges and
10 allegations to join such Defendants in this action.

11 10. As described above, Defendants Dziubla, Fleming, and Stanwood are or were
12 officers of Defendants EB5IA, EB5IC, and LVDF (the "Entity Defendants"). Defendants
13 Dziubla and Fleming acted in concert throughout the time frame described herein, as officers and
14 representatives of the Entity Defendants, and individually because they benefitted individually
15 from their unlawful conduct. Moreover, in nearly every instance, Defendant Fleming endorsed
16 and sustained Defendant Dziubla's representations. Defendant Fleming is copied on the large
17 majority of e-mails from Defendant Dziubla to Plaintiff's representatives and never once made
18 any effort to correct Defendant Dziubla's false representations. Moreover, Defendant Fleming
19 participated in numerous meetings, telephone conferences, and the like, where similar
20 representations were made by him and Defendant Dziubla. Plaintiff asserts that the
21 representations made by Dziubla were made in concert and in consultation with Defendant
22 Fleming, until at least early 2018. According to an e-mail from Defendant Dziubla to Mike
23 Meacher on May 12, 2018, Dziubla informed Meacher that Defendant Stanwood "has been
24

1 working informally with us for several years and is quite familiar with the EB5 business.”
2 Defendant Dziubla further informed Meacher that Stanwood “has been working with us on a
3 formal and full time basis since January 1[, 2018].” (**Exhibit 1.**) Although Defendants did not
4 disclose that Defendant Stanwood is Defendant Dziubla’s wife, Plaintiff has since learned that
5 Defendant Stanwood is the wife of Defendant Dziubla. Plaintiff believes Defendant Stanwood
6 knowingly benefitted from Defendants’ unlawful conduct, particularly by directly benefitting
7 from Defendants’ misappropriation of funds as set forth below. Further, based on Defendant
8 Dziubla’s representation that Defendant Stanwood had been working with Defendants
9 “informally” for several years, Plaintiff believes and asserts that Defendant Stanwood
10 participated in and endorsed the misconduct of Defendants described herein. Upon information
11 and belief, Plaintiff asserts that Defendant Stanwood actively engaged in the misconduct
12 described herein in concert with Defendants Dziubla and Fleming. Throughout this Second
13 Amended Complaint, the term “Defendants” is used to describe all Defendants. Given the
14 commingling and misappropriation of funds, and that fact that Defendants Dziubla, Fleming, and
15 Stanwood acted in concert in their unlawful conduct, both individually and in their capacities as
16 officers of the Entity Defendants, Plaintiff asserts that Defendants have all acted together to
17 bring about what is described herein.

18 **GENERAL ALLEGATIONS**

19 **Inducement of Front Sight to Fund Defendants’ EB-5 Raise for the Development and** 20 **Construction of the Front Sight Resort Project in Detrimental Reliance on a Raise of \$75 Million**

21 11. As reflected in email correspondence between Defendant Dziubla and Front Sight
22 officers dated August 27, 2012, as early as August of 2012, Defendant Dziubla, on behalf of
23 what eventually became LFDF, EB5IC, and EB5IA, made representations to Front Sight that
24 Defendant Dziubla and his associates had the ability, experience and networking breadth with

1 Chinese investors to enable Defendant Dziubla “to put together a financing package for some, or
2 perhaps all, of the \$150 million you [Front Sight] were seeking to raise.” (Exhibit 2.)
3 Defendant Fleming is copied on at least part of this correspondence, did not correct any of the
4 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
5 information and belief, Defendant Stanwood, through her “informal” involvement and her
6 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
7 of the misrepresentations, and endorsed and supported the statements through her actions. This
8 material representation was relied upon by Plaintiff but proved to be false.

9 12. In a proposal letter dated September 13, 2012, Defendant Dziubla, then as
10 President and CEO of Kenworth Capital, represented to Front Sight that, provided Front Sight
11 agreed to pay “upfront fees” of \$300,000 to cover Defendant Dziubla’s “direct out-of-pocket cost
12 to do an EB-5 raise,” Defendant Dziubla would “be able to structure the \$65 million of EB-5
13 financing as non-recourse debt secured only by a mortgage on the property. (Exhibit 3.) Thus,
14 no personal guaranties or other collateral were required from Dr. Piazza or Front Sight. This
15 non-recourse element of the EB-5 financing is truly extraordinary.” These material
16 representations – particularly regarding the amount – were relied upon by Plaintiff but were
17 false. Further, upon information and belief, this was a substantially inflated estimate of direct-
18 out-of-pocket costs, and that it is not customary for an amount this large to be paid up front.
19 This estimate was a misrepresentation of the true costs of an EB-5 offering intended to mislead
20 the Plaintiff into paying substantially more upfront than it would pay to a legitimate EB-5
21 funding provider. Defendant Fleming is copied on this correspondence, did not correct any of
22 the misrepresentations, and in fact endorsed and supported the statements through his actions.
23 Upon information and belief, Defendant Stanwood, through her “informal” involvement and her
24

1 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
2 of the misrepresentations, and endorsed and supported the statements through her actions.

3 13. The structure chart attached to that proposal letter contemplated “130 foreign
4 investors,” “\$500,000 from each investor,” and a “\$65 million loan” for the development and
5 construction of the Front Sight Resort Project.

6 14. In said letter, Defendant Dziubla represented that Defendant Dziubla’s “partners,
7 Emyrean West (Dave Keller and Jay Carter), are the owners and managers of a USCIS-
8 approved regional center, Liberty West Regional Center, through which we will invest the \$65
9 million of EB-5 funding.”

10 15. In that same proposal letter, Defendant Dziubla further represented to Front Sight:

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

21 “In addition to the Chinese EB-5 funding, Emyrean West has been
22 authorized by the Vietnamese government to act as the exclusive EB-5 firm in
23 Vietnam and has been exempted from the \$5,000 limit on international money
24 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.”

1 16. These material representations were made to induce Front Sight into trusting its
2 project to Defendants. In that same letter, Defendant Dziubla also represented to Front Sight that
3 “EB-5 funding initiatives typically take 5 – 8 months before first funds are placed into escrow
4 with the balance of the funds being deposited during the next 6 – 8 months. This sort of extended
5 timing seems to be compatible with Front Sight’s development timeline given our discussions.”
6 These material representations were relied upon by Plaintiff but were false.

7 17. Still in this same proposal letter, Defendant Dziubla represented that “... we don’t
8 make any money until we have successfully raised the \$65m....” As described more fully herein,
9 this representation was false. Defendant Fleming is copied on this correspondence, did not
10 correct any of the misrepresentations, and in fact endorsed and supported the statements through
11 his actions, including receiving funds from at least Defendant EB5IA. Upon information and
12 belief, Defendant Stanwood, through her “informal” involvement and her relationship with
13 Defendant Dziubla, also was aware of these representations, did not correct any of the
14 misrepresentations, and endorsed and supported the statements through her actions, including
15 receiving funds through her husband, Defendant Dziubla, from at least Defendant EB5IA.

16 18. Moreover, Emyrean West was not and is not the exclusive EB-5 firm in
17 Vietnam. This was a misrepresentation intended to give the impression that Kenworth, through
18 its “partners” Emyrean West, had special access to EB-5 investors in Vietnam. This material
19 representation was relied upon by Plaintiff and was false.

20 19. After multiple exchanges of email correspondence and several meetings,
21 Defendant Dziubla represented to Front Sight that Defendant Dziubla and his partners were
22 working on a proposal for “the creation of a new regional center for the Front Sight project and
23 the raise of up to \$75m (interest reserve included) of EB-5 immigrant investor financing.”
24

1 (Exhibit 4.) This \$75 million raise never materialized. Defendant Fleming is copied on this
2 correspondence, did not correct any of the misrepresentations, and in fact endorsed and
3 supported the statements through his actions. Upon information and belief, Defendant
4 Stanwood, through her “informal” involvement and her relationship with Defendant Dziubla,
5 also was aware of these representations, did not correct any of the misrepresentations, and
6 endorsed and supported the statements through her actions.

7 20. On February 8, 2013, as President & CEO of EB5 Impact Advisors LLC
8 (“EB5IA”), Defendant Dziubla submitted a revised proposal (the “Engagement Letter”) to Front
9 Sight for the engagement of EB5IA to perform services in connection with the raising of \$75
10 million of debt financing for Front Sight to expand its operations through the EB-5 immigrant
11 investor program supervised by the USCIS, said services to include, amongst other, engaging the
12 services of other professionals to achieve the establishment of the EB5 Impact Capital Regional
13 Center covering Nye County, Nevada, and with approved job codes encompassing the Front
14 Sight resort project; to prepare the business plan and economic impact analysis for both the
15 Regional Center and the Front Sight Resort Project as the exemplar transaction for the Regional
16 Center; preparing the offering documentation and making presentations to prospective investors
17 to obtain commitments for the contemplated financing. (Exhibit 5.) Defendant Fleming is
18 copied on this correspondence, did not correct any of the misrepresentations, and in fact
19 endorsed and supported the statements through his actions. Upon information and belief,
20 Defendant Stanwood, through her “informal” involvement and her relationship with Defendant
21 Dziubla, also was aware of these representations, did not correct any of the misrepresentations,
22 and endorsed and supported the statements through her actions.

1 21. Based on Mr. Dziubla and Mr. Fleming’s representations, Dr. Ignatius Piazza,
2 Front Sight’s principal, and Plaintiff Front Sight believed that an EB5 Regional Center was the
3 best way to raise the required capital to complete the Front Sight project within the time frames
4 represented by Defendants. The use of EB-5 funds would be from government-vetted foreign
5 investors who believed in Front Sight’s purpose to positively change the image of gun
6 ownership, with the added benefit that the Front Sight investors could also enjoy the freedoms of
7 participating in the Front Sight project with their families while securing a United States visa.
8 This “win-win” situation would be good for Front Sight, good for the country, and good for the
9 investors and their families. Such a project would also create much-needed jobs in the rural area
10 surrounding Pahrump, Nevada, another important goal of Plaintiff Front Sight.

11 22. The engagement letter agreement dated February 14, 2013 between Defendant
12 EB5 Impact Advisors LLC (“EB5IA”) and Plaintiff (**Exhibit 6**) indicates in the Scope of
13 Assignment; Services on page 1 that EB5IA would engage Baker & McKenzie to establish the
14 EB5 Impact Capital Regional Center. Defendant Fleming is copied on this correspondence, did
15 not correct any of the misrepresentations, and in fact endorsed and supported the statements
16 through his actions. Upon information and belief, Defendant Stanwood, through her “informal”
17 involvement and her relationship with Defendant Dziubla, also was aware of these
18 representations, did not correct any of the misrepresentations, and endorsed and supported the
19 statements through her actions. Upon information and belief, the establishment of a regional
20 center is a highly unusual provision in an engagement letter to provide EB-5 financing to a third
21 party, and the cost of establishment of the regional center is always paid for by the owner of the
22 regional center, not the party seeking financing. These provisions indicate that EB5IA, Dziubla,
23
24

1 Fleming, and Stanwood misled the Plaintiff into believing that this was a normal part of an EB-5
2 financing, which it was not.

3 23. The estimated timeline (in **Exhibit 6**) showing that \$75 million in EB-5 financing
4 would be raised between 4 months from the earliest expected approval of the regional center and
5 6 months from the latest expected approval of the regional center wildly misrepresented the
6 normal time necessary to raise \$75 million in EB-5 financing. In 2013, only the very largest and
7 most experienced regional centers could raise that much in EB-5 financing, based upon their
8 track record of prior successful EB-5 financings. Most new regional centers either failed to raise
9 any financing at all or would start with very small offerings (\$5 million to \$10 million) and
10 gradually raise larger EB-5 financings as they became known in the EB-5 financing market.
11 Even for well-known regional center operators, it is not unusual for an EB-5 financing, even one
12 sponsored by an experienced EB-5 sponsor, to take a year or more before it gains acceptance in
13 the EB-5 financing market. These material misrepresentations of Defendants Dziubla, Fleming,
14 and, upon information and belief, Stanwood were intended to induce Plaintiff to enter into and/or
15 continue with the agreement and were false.

16 24. Based on the representations of Defendants Dziubla, Fleming, and upon
17 information and belief, Stanwood, Front Sight placed its trust in Defendant Dziubla and his team
18 and executed the Engagement Letter in February of 2013.

19 25. The engagement letter states that a Professor Sean Flynn will prepare a business
20 plan and Schedule B specifically provides for a \$20,000 payment to Professor Flynn. Plaintiff
21 provided the \$20,000 specifically for the report of Professor Flynn. However, Plaintiff has since
22 learned that the \$20,000 payment was never made to Professor Flynn. Rather, upon information
23 and belief, Defendants Dziubla and Fleming offered Professor Fleming an ownership interest in
24

1 at least one of the Entity Defendants and Defendants kept the \$20,000 and/or diverted it to other
2 uses.

3 26. Defendants Dziubla and Fleming represented to Plaintiff that the approval process
4 for the new regional center could be as short as 3-4 months. (**Exhibit 7.**) This statement was
5 false. Defendant Fleming is copied on this correspondence, did not correct any of the
6 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
7 information and belief, Defendant Stanwood, through her “informal” involvement and her
8 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
9 of the misrepresentations, and endorsed and supported the statements through her actions.

10 27. Unbeknownst to Front Sight, the process for filing a regional center application
11 with the U.S. Citizenship and Immigration Services (“USCIS”) and a request for exemplar
12 approval of an actual EB-5 project in 2013 was approximately 12 to 24 months from the date of
13 filing. This was a very important disadvantage to an EB-5 financing, because no EB-5 investor
14 is allowed to file a visa petition until the regional center is approved – a disadvantage that
15 Defendants Dziubla, Fleming, and EB5IA concealed from Front Sight. Front Sight has since
16 learned that, for that reason, it is standard in the EB-5 industry to either wait until the regional
17 center is approved before even beginning to market an EB-5 project, or enter into an agreement
18 with an existing regional center to avoid the waiting time. As shown in Exhibit 7 and Exhibit 9
19 of this Second Amended Complaint, Defendant EB5IA filed its regional center application on
20 April 14, 2014 and received USCIS approval on July 27, 2015, meaning that the Plaintiff’s
21 project could not be marketed for 15 months after the regional center application was filed, thus
22 demonstrating the substantial disadvantage of this method of raising EB-5 financing. Defendants
23 Dziubla, Fleming, Stanwood, and EB5IA did not disclose this to Front Sight, but rather
24

1 concealed these disadvantages. Upon information and belief, Defendant EB5IA could have
2 entered into an agreement with one of several regional centers that were already approved to
3 sponsor projects in the Las Vegas area in 2013 (including Empyrean West, which it represented
4 to be a “partner”), but for unexplained reasons, Defendants Dziubla, Fleming, Stanwood, and
5 EB5IA chose not to enter into an agreement with an existing regional center, and instead decided
6 to file a regional center application that would require it to delay marketing for over a year.

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

8 28. After many months of intense work, much of which was completed by Front Sight
9 or Front Sight’s agents, with all costs and expenses covered by Front Sight, the application for
10 approval of the Regional Center was filed on April 15, 2014.

11 29. During the extended period of waiting for the approval of the Regional Center and
12 the Exemplar Project, more promises and representations were made by Dziubla with respect to
13 the rapidity of the EB-5 raise, including the following misrepresentation:

14 “We anticipate that once we start the roadshows for the Front Sight
15 project, which will have already been pre-approved by USCIS as part of the I-924
16 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.”

17 **(Exhibit 8.)** Defendant Fleming is copied on this correspondence, did not correct any of the
18 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
19 information and belief, Defendant Stanwood, through her “informal” involvement and her
20 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
21 of the misrepresentations, and endorsed and supported the statements through her actions. This
22 assurance that it would take only 4 to 5 months to raise \$25,000,000 in EB-5 financing again

1 substantially overstates the ability of a new regional center to raise EB-5 financing and was
2 knowingly false.

3 30. After many more months of intense follow-up by all concerned parties, including
4 Front Sight, the Regional Center and Exemplar Project were approved by the USCIS on July 27,
5 2015. (**Exhibit 9**.) Shortly thereafter, marketing efforts allegedly began by Defendants Dziubla
6 Fleming, and EB5IA (and allegedly Stanwood “informally”), and others engaged by Defendant
7 Dziubla, with Front Sight continuing to pay for all related costs and expenses.

8 31. The results of those alleged efforts have fallen dramatically short, both of the \$75
9 million raise that Front Sight had been induced to expect, and of the reduced maximum \$50
10 million raise that subsequently Defendant Dziubla asked Front Sight to accept, long after Front
11 Sight had been induced into incurring, and had in fact incurred, approximately \$300,000 in costs
12 and expenses in connection with such raise.

13 32. A pattern was established of asking Front Sight to advance funds for travel and
14 marketing expenses by Defendant Dziubla and other members of Defendant Dziubla’s team,
15 including Jon Fleming, and then not delivering even a modest amount of EB-5 investor funds as
16 promised. Moreover, Defendants Dziubla, Fleming, and EB5IA repeatedly failed and refused to
17 provide any documentation or receipts to Plaintiff Front Sight that demonstrated how Front
18 Sight’s money – which had been provided to Defendants and earmarked for marketing – had
19 been used, if it was used for marketing at all. (For example, on August 11, 2015 (**Exhibit 10**),
20 Dziubla wrote to Front Sight’s representative: “We look forward to having the \$53.5k deposited
21 into our Wells Fargo account tomorrow. Front Sight is the ONLY EB5 project we are handling
22 and of course receives our full and diligent attention. Our goal is most assuredly to have the
23 minimum raise of \$25m (50 investors) subscribed by Thanksgiving.”) Defendant Fleming is
24

1 copied on this correspondence, did not correct any of the misrepresentations, and in fact
2 endorsed and supported the statements through his actions. Upon information and belief,
3 Defendant Stanwood, through her “informal” involvement and her relationship with Defendant
4 Dziubla, also was aware of these representations, did not correct any of the misrepresentations,
5 and endorsed and supported the statements through her actions. This is yet another indication
6 that Defendants Dziubla, Fleming, EB5IA, and upon information and belief, Stanwood misled
7 Plaintiff into believing that it was possible to raise that amount of EB-5 financing within 4
8 months. Despite repeated requests for an accounting of how Defendants were spending Front
9 Sight’s money, Defendants repeatedly refused to provide any accounting.

10 33. In apparent contradiction of Defendant Dziubla’s representation that “Front Sight
11 is the ONLY EB5 project we are handling and of course receives our full and diligent attention”
12 (**Exhibit 10**), on Defendants’ website eb5impactcapital.com, Defendants have posted an open
13 invitation to other developers seeking EB-5 funding for their respective projects to contact
14 Defendants regarding their EB-5 fundraising services. (**Exhibit 11.**) Defendant Fleming did not
15 correct any of the misrepresentations, and in fact endorsed and supported the statements through
16 his actions. Upon information and belief, Defendant Stanwood, through her “informal”
17 involvement and her relationship with Defendant Dziubla, also was aware of these
18 representations, did not correct any of the misrepresentations, and endorsed and supported the
19 statements through her actions.

20 34. In October of 2015, Defendant Dziubla alluded to a “minimum raise of \$25
21 million” in multiple email correspondence related to Front Sight’s negotiation of a construction
22 loan agreement. Defendant Fleming was aware of this correspondence, did not correct any of the
23 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
24

1 information and belief, Defendant Stanwood, through her “informal” involvement and her
2 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
3 of the misrepresentations, and endorsed and supported the statements through her actions.

4 35. In an email exchange between Defendant Dziubla and Mike Meacher between
5 December 8 and December 16, 2015 (**Exhibit 12**), Dziubla attempted to explain the reason why
6 EB5IA had not raised \$25,000,000, while continuing to represent that he would reach that goal
7 soon. He states in his email dated December 16, 2015 that the following is the reason for the
8 delay in raising EB-5 funds:

9 “As we mentioned in an earlier email, the uncertainty surrounding what
10 Congress was going to do has really sidelined the investors. We have been in
11 contact with our agents in China over night, and they are ecstatic with this news
12 and assure us that with this logjam now cleared, the investors will be signing up.
13 We were, of course, dismayed by the slow sales progress, but now expect the
14 sales pace to increase substantially.”

15 Contrary to the explanation given by Defendant Dziubla for the slow sales of investments in
16 Plaintiff’s project, Plaintiff has since learned that, in fact, because of the uncertainty regarding
17 whether the EB-5 program would be renewed, the sales of EB-5 investments reached their
18 highest levels ever in 2015, particularly in China where over 85% of all EB-5 investments were
19 sold at that time. If Defendants Dziubla, Fleming, or EB5IA had any knowledge of the EB-5
20 markets, they would have known that 2015 was a year of very high market demand. The
21 statements that the market had slowed in 2015 were deliberately misleading. Defendant Fleming
22 is copied on this correspondence, did not correct any of the misrepresentations, and in fact
23 endorsed and supported the statements through his actions. Upon information and belief,
24 Defendant Stanwood, through her “informal” involvement and her relationship with Defendant
Dziubla, also was aware of these representations, did not correct any of the misrepresentations,
and endorsed and supported the statements through her actions.

1 36. In response to Front Sight’s repeated expressions of concern with the slow pace of
2 securing investors for their EB-5 program, on December 16, 2015 Defendant Dziubla wrote the
3 following, which proved to be false: “With regard to the timeline, we may still be able to achieve
4 the minimum raise of \$25m by January 31 and thereupon begin disbursing the construction loan
5 proceeds to you, but a more realistic date might be February 8. Why that date you ask? Because
6 the Christmas holidays and January 1st new year holiday are rather insignificant in China and,
7 importantly, February 8 is the start of the Chinese New Year. Chinese people like to conclude
8 their major business decisions before the start of that 2 – 3 week holiday period, so we expect to
9 see interest in the FS project growing rapidly over the next couple of weeks with interested
10 investors getting their source and path of funds verification completed in January so that they can
11 make the investment by February 8.” (**Exhibit 12.**) Defendants Dziubla, Fleming, and EB5IA
12 were continuing to misrepresent to Plaintiff that there was a possibility that at least \$25,000,000
13 would be raised by February 8, 2016.

14 37. On January 4, 2016, in reply to Front Sight’s query as to whether the “minimum
15 raise of \$25 million” would be achieved by February 8, as Defendant Dziubla had
16 misrepresented, Defendant Dziubla wrote:

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

25 “With regard to timing, based on discussions with our agents over the past
26 few days, including today, it looks like we may have 5 – 10 investors into escrow
27 by February 8, with an additional 20 – 30 in the pipeline. The Chinese New year
28 commences on February 8, so the market will essentially shut down for about two
29 weeks, and then the investors will gradually return to work. The agents are saying

1 that investors who have not already decided on the project by February 8 will
2 contemplate it over the Chinese New Year and discuss it with their family, as it
3 entails the fundamental life change of leaving their homeland and moving to the
4 USA. We are pushing our agents hard to have 50 investors into escrow by
5 February 29. Once we have the 50 investors into escrow with the Minimum Raise
6 achieved, we will disburse the initial \$18.75m to you and then continue with the
7 fundraising, which is likely to accelerate since it has a snowball type of effect. As
8 the funds continue to come into escrow, we will continually disburse them to you.
9 (See the Oct. 20 email.) Given that the current EB-5 legislation expires on
10 September 30, 2016, at which time the minimum investment amount will most
11 likely increase to \$800k, we highly anticipate that we will have raised the full
12 \$75m by then.” (**Exhibit 13.**)

13 Defendant Fleming is copied on this correspondence, did not correct any of the
14 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
15 information and belief, Defendant Stanwood, through her “informal” involvement and her
16 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
17 of the misrepresentations, and endorsed and supported the statements through her actions.

18 38. On January 31, 2016, in response to Front Sight’s question as to how many
19 “actual investors” with \$500,000 in investment funds into escrow it had to date – and just 9 days
20 before Defendant Dziubla had promised to have \$25M available – Defendant Dziubla responded:
21 “Two.” (**Exhibit 14.**) This statement was true.

22 39. From the inception of Defendants Dziubla, Fleming, EB5IA, and Stanwood’s
23 alleged marketing efforts, Defendants Dziubla, Fleming, and EB5IA consistently refused Front
24 Sight’s requests to have direct contact with parties reportedly and purportedly performing
services to find EB-5 investors, including King Liu and Jay Li, principals of the Sinowel firm.
Defendant Fleming is copied on this correspondence, did not correct any of the
misrepresentations, and in fact endorsed and supported the statements through his actions.

40. From time to time Defendants Dziubla, Fleming, and EB5IA announced various
purported alliances and associations with brokers and sales representatives in various regions

1 with reported growing “pipelines,” but in the end, more than three years after the USCIS
2 approval, and after Front Sight had paid at least \$512,500 in fees and expenses, Front Sight has
3 only received \$6,375,000 in Construction Loan disbursements. Defendants Dziubla, Fleming,
4 and EB5IA continued to refuse to account for what efforts they allegedly put forth to meet their
5 obligations or how they were spending Front Sight’s expense advances.

6 41. In an email exchange between Dziubla and Meacher on March 1, 2016 (set forth
7 in **Exhibit 15** and copied to Fleming), 18 months after marketing first began for the EB-5
8 offering, Mike Meacher, Plaintiff’s Chief Operating Officer, states that as of that date, there was
9 only one Indian investor with funds in escrow, two Indian investors who are raising funds to
10 deposit to escrow and one Swiss investor who has decided to invest but has not put any money in
11 escrow. Mr. Meacher’s email lists 28 prior communications from Dziubla to Meacher from
12 August 2015 to February 2016 in which Dziubla had repeatedly indicated that EB5IA was on
13 track to raise the minimum \$25,000,000. All of these assurances were misrepresentations
14 designed to persuade Plaintiff to continue funding amounts that were purportedly intended to be
15 used for marketing the offering.

16 42. Notwithstanding the aforementioned lack of transparency on the part of
17 Defendants, and in a good-faith effort to promote the ongoing marketing of the EB-5 program, as
18 of November 15, 2016, Front Sight agreed to a modified version of Defendant Dziubla’s request
19 of advancing Defendant Dziubla \$8,000 per month for marketing expenses in months where
20 Defendants actually obtained investor funds, in detrimental reliance on Defendant Dziubla’s
21 representation that the local/regional agents for the investors “were taking it all.” (**Exhibit 16**).
22 Defendants Dziubla, Fleming, and EB5IA continued to refuse to provide an accounting and
23
24

1 repeatedly refused to permit Plaintiff's representatives to speak with the local/regional agents
2 Defendants purportedly were conversing with. (**Exhibit 17.**)

3 43. Furthermore, when Defendant Dziubla was soliciting Front Sight to pay for the
4 Regional Center, Front Sight requested to be an owner of EB5IC since Front Sight was paying
5 for it, but Defendant Dziubla, on behalf of Defendant EB5IC and for his own benefit and the
6 benefit of Fleming and Stanwood, responded that USCIS would not allow it and would look
7 unfavorably on a developer owning a regional center. This statement was false.

8 44. When Front Sight asked for full disclosure on the financial arrangements with the
9 various agents and brokers Defendants Dziubla, Fleming, and EB5IA claimed to have in place,
10 Defendant Dziubla represented to Front Sight that said agents require strict confidentiality on all
11 financial arrangements with the regional center and thus Defendant Dziubla could not disclose to
12 Front Sight the financial splits. (**Exhibits 15 and 18.**) Front Sight has recently learned from an
13 experienced and reputable industry consultant that these representations are not true. Defendant
14 Fleming was aware of these communications, did not correct any of the misrepresentations, and
15 in fact endorsed and supported the statements through his actions. Upon information and belief,
16 Defendant Stanwood, through her "informal" involvement and her relationship with Defendant
17 Dziubla, also was aware of these representations, did not correct any of the misrepresentations,
18 and endorsed and supported the statements through her actions.

19 45. In reality, developers often own the regional centers handling their projects, and
20 financial arrangements, and the brokers and agents are normally transparent and regularly
21 disclosed to the developers.

22 46. Defendants Dziubla, Fleming, Stanwood, and EB5IC either knew or should have
23 known that Front Sight, as developers, could have owned the Regional Center that Front Sight
24

1 paid for, but for Defendant Dziubla’s misrepresentation that this would not be acceptable to the
2 USCIS. Defendant Dziubla made these misrepresentations due to his own greed and desire to
3 attempt to usurp Front Sight’s opportunity. Defendants Fleming, Stanwood, and EB5IC were
4 aware of these communications and failed to correct the misrepresentations.

5 47. Defendants Dziubla, Fleming, Stanwood, EB5IA, and EB5IC also either knew or
6 should have known that Front Sight, as developers, was and is entitled to full disclosure of the
7 financial arrangements that Defendant Dziubla has made or is making with agents and brokers
8 who produce investors for the EB-5 investor program for Front Sight’s Project.

9 48. Instead of providing the promised \$75,000,000 in funding, Defendants Dziubla,
10 Fleming, Stanwood, EB5IA, and LVDF have provided just over \$6,000,000 – less than 5% of the
11 originally promised \$150,000,000 and less than 10% of the \$75,000,000 Defendants later
12 promised to raise.

13 49. On July 31, 2018, in an attempt to trigger default interest rates on the construction
14 loan, for its own gain and the personal gain of Defendants Dziubla and Stanwood, and in an
15 attempt to intimidate Front Sight and to cover up Defendants’ own wrongful conduct, Defendant
16 LVDF, through Defendant Dziubla, delivered a document to Front Sight entitled “Notice of
17 Multiple Defaults / Notice of Inspection / Monthly Proof of Project Costs,” (“the Notice”) which
18 document was signed by Defendant Dziubla. (**Exhibit 19.**) Said notice alleges breach by Front
19 Sight of that certain Construction Loan Agreement dated October 6, 2016 (the “Original Loan
20 Agreement”), that certain First Amendment to Loan Agreement dated July 1, 2017 (the “First
21 Amendment”), and that certain Second Amendment to Loan Agreement dated February 28, 2018
22 (the “Second Amendment”; collectively, the Original Loan Agreement, the First Amendment
23 and the Second Amendment may be referred to as the “Construction Loan Agreement”).
24

1 50. Defendants did not allege any monetary defaults on the part of Front Sight, and
2 indeed none exist. Defendants, however, alleged administrative defaults, all of which Front
3 Sight has refuted. Defendants have alleged these administrative defaults in an attempt to
4 alleviate Defendants' responsibility for its repeated failure to obtain the funding they have
5 repeatedly misrepresented they would – in clear breach of Defendants' duties under the
6 agreements – and as an attempt to usurp Plaintiff Front Sight's opportunity and Defendants'
7 misguided and greed-driven attempt to take possession of Front Sight's property.

8 51. Defendants' position as set forth in the alleged Notice of Default is frivolous and
9 ignores the fact that Defendants have grossly breached their agreements with Plaintiff. Not
10 surprisingly, Defendants' absurd position also ignores well-established Nevada law that the party
11 who commits the first breach of a contract cannot maintain an action against the other for a
12 subsequent failure to perform, and cannot seek damages against the other party for harm the
13 breaching party has caused – and Defendants have caused an immense amount of harm to
14 Plaintiff.

15 52. In a 19-page response to the Notice, Front Sight addressed each and every alleged
16 administrative default, clearly refuting each and every issue asserted by Defendants. (**Exhibit**
17 **20.**)

18 53. On August 24, 2018, Defendant LVDF delivered a second document to Front
19 Sight entitled “Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project
20 Costs,” (“the Second Notice”) which document was again signed by Defendant Dziubla.
21 (**Exhibit 21.**) Said notice responded to portions of Front Sight's 19-page response, and again
22 alleged administrative breach by Front Sight of the Construction Loan Agreement.
23
24

1 54. Defendants still did not allege any monetary defaults on the part of Front Sight,
2 and indeed none existed.

3 55. In a 4-page response to the Notice dated August 25, 2018, Front Sight again
4 addressed each and every alleged default, clearly refuting each and every issue asserted by
5 Defendants. (**Exhibit 22.**)

6 56. On August 28, 2018, Defendant LVDF delivered a third document to Front Sight
7 entitled “Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project Costs,”
8 (“the Third Notice”) which document was again signed by Defendant Dziubla. (**Exhibit 23.**)
9 Said notice responded to portions of Front Sight’s 4-page response of August 25, 2018, and
10 again alleged administrative breach by Front Sight of the Construction Loan Agreement.

11 57. On August 31, 2018, Defendants agreed to a standstill agreement regarding the
12 alleged notices of default. (**Exhibit 24.**) On September 5, 2018, purportedly in furtherance of
13 the standstill agreement, Defendants sent a Pre-Negotiation Letter. (**Exhibit 25.**) The proposed
14 terms of the Pre-Negotiation Letter had not been discussed with Plaintiff at all. Nevertheless, on
15 September 7, 2018, Plaintiff agreed to the majority of Defendants’ terms and proposed a few
16 changes. (**Exhibit 26.**) Defendants did not respond to the few changes proposed by Plaintiff to
17 the Pre-Negotiation letter.

18 58. On September 11, 2018, in violation of the agreed-upon standstill agreement,
19 Defendant LVDF, at the direction of Defendant Dziubla, frivolously filed a Notice of Breach and
20 Default and of Election to Sell Under Deed of Trust in an attempt, among other things, to extort
21 unwarranted default interest and attorneys’ fees from Front Sight and nefariously to obtain Front
22 Sight’s land and operations, and in so doing slandered Front Sight’s title and caused damage to
23 Front Sight’s reputation and image with its students, members, staff, vendors and the general
24

1 public. (**Exhibit 27.**) The frivolous notice of default has also caused Front Sight harm in the
2 form of lost funding for the subject project.

3 59. On September 13, 2018, Defendant Dziubla wrote to Mike Meacher and, besides
4 making more ridiculous allegations of alleged administrative breaches (among other spurious
5 and frivolous allegations), confirmed that Defendants continue to hold \$375,000 of funds that
6 should have long ago been disbursed to Plaintiff to continue work on the project. (**Exhibit 28.**)
7 Upon information and belief, and based on Defendants' conduct and refusal to provide a proper
8 accounting for Defendant EB5IA (even in the face of a court order requiring same), Plaintiff
9 believes those funds are not currently in the possession of the proper entity Defendant.

10 60. In addition to the contractual relationship between Front Sight and Defendants,
11 Defendants have a fiduciary responsibility to Front Sight, due to the special relationship of trust
12 between Front Sight and Defendants. The facts set forth herein demonstrate this special
13 relationship of trust exists between Plaintiff and Defendants. Through the misrepresentations set
14 forth herein, Defendants Dziubla, Fleming, and Stanwood gained the confidence of Plaintiff and
15 purported to act in Plaintiff's best interest. Defendants Dziubla, Fleming, and Stanwood, and
16 later (after formation) EB5IA, Eb5IC, and LVDF, placed themselves in a superior position to
17 Plaintiff and exerted unique influence over Plaintiff through the misrepresentations described
18 herein. This relationship is akin to a partnership and/or joint venture. Defendants Dziubla,
19 Fleming, and Stanwood are or were at relevant times officers in the Entity Defendants and
20 controlled the Entity Defendants. Despite Defendants' claims otherwise, Defendant LVDF and
21 Plaintiff do not have a standard lender-borrower relationship. Rather, Defendants Dziubla,
22 Fleming, and Stanwood represented they were experienced and capable of raising EB-5 funds for
23 Plaintiff's project. Defendants Dziubla, Fleming, and Stanwood created the Entity Defendants to
24

1 further their nefarious scheme, and used the Entity Defendants to achieve their unlawful designs.
2 Defendants LVDF and EB5IA commingled funds at Dziubla's direction.

3 61. Nevada law recognizes a duty owed in "confidential relationships" where "one
4 party gains the confidence of the other and purports to act or advise with the other's interests in
5 mind." *Perry v. Jordan*, 111 Nev. 943, 900 P.2d 335, 338 (1995) (emphasis added). The duty
6 owed is akin to a fiduciary duty. "When a confidential relationship exists, the person in whom
7 the special trust is placed owes a duty to the other party similar to the duty of a fiduciary,
8 requiring the person to act in good faith and with due regard to the interests of the other party."
9 *Id.* 61. Upon information and belief, given the utter lack of results despite receiving well over
10 \$500,000 in advances from Front Sight to pay for Defendants' alleged marketing efforts and
11 Defendants' repeated failure and refusal to account for the money Front Sight has advanced, it
12 appears Defendants have misappropriated Front Sight's funds to uses other than those for which
13 they were intended. Indeed, since this litigation began, at a hearing on October 31, 2018, the
14 Court ordered Defendant EB5IA to, ". . . on or before November 30, 2018, provide Plaintiff with
15 an accounting of all funds it has received from Front Sight, including interest payments and
16 marketing fees. Said accounting must include all money received from Plaintiff by EB5Impact
17 Advisors LLC, how all funds were spent, identification of who received any portion of the funds,
18 and any and all documentation to support payments made or funds spent." (*See* Order on
19 Plaintiff's Petition for Appointment of Receiver and for an Accounting, filed on November 26,
20 2018 (Notice of Entry on November 27, 2018)).

21 62. Defendant EB5IA provided some documents pursuant to the Court's order, but
22 not nearly what was required. Despite the fact that the accounting from Defendant EB5IA is
23 grossly deficient, the documents Defendant EB5IA provided clearly show that, from 2013 to
24

1 2018, Defendants have misappropriated and converted the funds Front Sight provided to
2 Defendants Dziubla and Fleming, as representatives of Defendant EB5IA, for the specific
3 purpose of marketing Front Sight's project around the world. Those documents show
4 Defendants made numerous payments totaling hundreds of thousands of dollars, to themselves,
5 entities owned by Defendants Dziubla and Fleming, rent payments unrelated to Front Sight's
6 project (but for the benefit of Fleming and/or Dziubla), tens of thousands of dollars' worth of
7 payments to unknown payees, and evidence that Defendants Dziubla, Fleming, and upon
8 information and belief, Stanwood, used Front Sight's money and the funds paid to Defendant
9 EB5IA (and possibly Defendant LVDF and EB5IC) as their own personal piggy bank.

10 63. Defendant EB5IA's grossly deficient accounting did not include a single invoice
11 or receipt, and made no attempt to justify how the expenditures related to marketing Front
12 Sight's project.

13 64. Additionally, pursuant to page 3, paragraph (a) of the Engagement Letter, Plaintiff
14 was to have its payment of \$36,000 to EB5IA offset against the first interest payments made to
15 Defendants. However, despite the fact that Plaintiff has made all of its interest payments in full,
16 Defendants have failed and refused to return the \$36,000 or provide a proper offset, despite
17 demand from Plaintiff that Defendants do so. Consequently, and because of Defendants'
18 continued refusal to provide an accounting of Plaintiff's funds, Plaintiff believes those funds may
19 have been misappropriated to uses outside their authorized use.

20 65. Plaintiff has recently learned that Defendants Dziubla, Stanwood, and Fleming
21 have dissolved Defendant EB5IA without notifying Plaintiff, and upon information and belief,
22 without notifying the USCIS. (**Exhibit 29.**) Defendants Dziubla, Stanwood, and Fleming also
23 have not returned any unused marketing funds to Plaintiff, and appear to have drained the bank
24

1 account. This increases Plaintiff's concerns about how its funds have been used. This action is
2 also in direct contravention of Defendants' agreements with Plaintiff, not to mention a stunning
3 admission that Defendant EB5IA and Defendants Dziubla and Stanwood are no longer even
4 attempting to fulfill their fiduciary obligations to Plaintiff.

5 66. Moreover, the few documents Defendant EB5IA provided following the Court's
6 order that it provide an accounting show that a few months before Defendants dissolved
7 Defendant EB5IA, in the spring of 2018, Defendant EB5IA, by either Dziubla's, Stanwood's, or
8 Fleming's instruction and/or action, transferred nearly all the remaining funds in EB5IA's bank
9 account to the account of an entity controlled by Defendant Dziubla.

10 67. In spite of Defendants' egregious and fraudulent misrepresentations, failure to
11 deliver the promised \$75 million in construction funding, or the failure to provide the reduced
12 amount of \$50 million (a reduction which Defendants requested), or the promise of \$25 million
13 by Thanksgiving 2015 (or later, January 31, 2016) (as promised in multiple e-mails in August-
14 October 2015), Front Sight has persisted in building the Front Sight project, completing all 50
15 firearms training ranges, adding wells and bathroom facilities, and grading hundreds of
16 thousands of cubic yards of dirt to ready the project for vertical construction. Along the way, on
17 its efforts alone, Front Sight has secured a \$36 million construction line of credit and is using
18 such line of credit to build the resort and protect the visa applications of the 13 foreign investors
19 Front Sight has accepted, while Defendants, including Defendant Dziubla, attempt to sabotage
20 the project and Front Sight's efforts for their own greed and personal gain.

21 68. Despite Defendants' failure to abide by its obligations and continued bad faith
22 conduct, Front Sight has provided written evidence to refute all of Defendants' alleged Notices
23 of Default. Nevertheless, Defendants frivolously filed a Notice of Breach and Default and of
24

1 Election to Sell Under Deed of Trust in an attempt to extort unwarranted default interest and
2 attorney fees from Front Sight, and in doing so slandered Front Sight's title and caused damage
3 to Front Sight's reputation and image with its students, members, staff, vendors and the general
4 public.

5 69. Defendants Dziubla, Fleming, and Stanwood currently control, or have controlled
6 in the past, the entity Defendants. Defendants have commingled funds between EB5IA and
7 LVDF. Front Sight paid \$27,000.00 for marketing fees to Mr. Dziubla through an account
8 labeled "EB5 Impact Advisors LLC." On November 14, 2016, Plaintiff made an interest
9 payment of \$12,205.38 to an account owned by LVDF. Nine days later, on November 23, 2016,
10 Plaintiff made a payment for marketing fees to an account owned by EB5IA. Plaintiff made an
11 interest payment of \$12,276.12 on December 9, 2016 to an account owned by LVDF. On that
12 same day, Front Sight sent an \$8,000 payment to EB5IA for marketing services.

13 70. A November 22, 2017 wire transfer receipt shows that Front Sight paid marketing
14 fees to an account owned by EB5IA and a marketing fee payment to an account owned by
15 LVDF. A December 29, 2017 statement shows three payments: the first to EB5IA for marketing
16 fees, the second to LVDF for interest, and a third payment to LVDF **for marketing fees**. Thus,
17 by November 2017, LVDF and other Defendants were commingling funds.

18 71. A March 1, 2018 wire transfer receipt shows a *credit* to Front Sight's account of
19 \$125,000 from LVDF, as well as a *payment* by Front Sight into the same account for marketing
20 fees. The March 2, 2018 wire transfer receipt shows an interest payment to LVDF, while the
21 marketing fees were again paid to EB5IA. A May 2, 2018 wire transfer receipt shows both an
22 interest payment and marketing fee paid to LVDF's account.

23

24

1 72. Defendant LVDF was accepting both interest payments and marketing payments
2 from Plaintiff and commingling funds.

3 73. Additionally, Defendants LVDF, EB5IC, and EB5IA, are or were commonly owned
4 by Defendants Dziubla, Fleming, and possibly Defendant Stanwood. Defendants Dziubla,
5 Fleming, and Stanwood influences and controls the daily affairs of Defendants LVDF, EB5IC,
6 and EB5IA and shares a unity of interest such that they are inseparable.

7 **FIRST CAUSE OF ACTION**
8 **(Fraud/Intentional Misrepresentation/Concealment Against All Defendants)**

9 74. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
10 through 73 of this Complaint as though set forth fully herein at length.

11 75. As set forth in detail above, Defendants, through their agent Defendant Dziubla,
12 made repeated representations that Defendants either knew were false, or should have known
13 were false, and/or had insufficient information for making these statements to Plaintiff.

14 76. Those misrepresentations are specifically set forth in paragraphs 11 through 73
15 above. As described above, Defendants Dziubla, Fleming, and Stanwood are or were officers of
16 Defendants EB5IA, EB5IC, and LVDF (the "Entity Defendants"). Defendants Dziubla and
17 Fleming acted in concert throughout the time frame described herein, as officers and
18 representatives of the Entity Defendants, and individually because they benefitted individually
19 from their unlawful conduct. Moreover, in nearly every instance, Defendant Fleming endorsed
20 and sustained Defendant Dziubla's representations. Defendant Fleming is copied on the large
21 majority of e-mails from Defendant Dziubla to Plaintiff's representatives and never once made
22 any effort to correct Defendant Dziubla's false representations. Moreover, Defendant Fleming
23 participated in numerous meetings, telephone conferences, and the like, where similar
24 representations were made by him and Defendant Dziubla. Plaintiff asserts that the

1 representations made by Dziubla were made in concert and in consultation with Defendant
2 Fleming, until at least early 2018.

3 77. According to an e-mail from Defendant Dziubla to Mike Meacher on May 12,
4 2018, Dziubla informed Meacher that Defendant Stanwood “has been working informally with
5 us for several years and is quite familiar with the EB5 business.” Defendant Dziubla further
6 informed Meacher that Stanwood “has been working with us on a formal and full time basis
7 since January 1[, 2018].” Although Defendants did not disclose that Defendant Stanwood is
8 Defendant Dziubla’s wife, Plaintiff has since learned that Defendant Stanwood is the wife of
9 Defendant Dziubla. Plaintiff believes Defendant Stanwood knowingly benefitted from
10 Defendants’ unlawful conduct, particularly by directly benefitting from Defendants’
11 misappropriation of funds as set forth below. Further, based on Defendant Dziubla’s
12 representation that Defendant Stanwood had been working with Defendants “informally” for
13 several years, Plaintiff believes and asserts that Defendant Stanwood participated in and
14 endorsed the misconduct of Defendants described herein. Upon information and belief, Plaintiff
15 asserts that Defendant Stanwood actively engaged in the misconduct described herein in concert
16 with Defendants Dziubla and Fleming. Throughout this Second Amended Complaint, the term
17 “Defendants” is used to describe all Defendants. Given the commingling and misappropriation
18 of funds, and that fact that Defendants Dziubla, Fleming, and Stanwood acted in concert in their
19 unlawful conduct, both individually and in their capacities as officers of the Entity Defendants,
20 Plaintiff asserts that Defendants have all acted together to bring about what is described herein,
21 all as part of a unified scheme to defraud Plaintiff.

22 78. Defendants’ numerous false statements and concealments were material.
23
24

1 79. Defendants made these untrue statements and/or concealed facts with the intent of
2 inducing Plaintiff to enter into the contracts with Defendants and to continue paying money to
3 Defendants for marketing fees, set up costs for the regional center, and to allow Defendants to
4 divert Plaintiff's funds for Defendants' own non-project-related purposes.

5 80. Plaintiff had a right to rely on the representations of Defendants, and in fact relied
6 upon Defendants' false representations. Plaintiff also had a right to expect that Defendants
7 would not conceal material facts from Plaintiff.

8 81. As described more fully above, between February 2013 to the present, Defendants
9 Dziubla, Fleming, Stanwood, EB5IA, EB5IC, and LVDF made repeated misrepresentations to
10 Plaintiff and/or concealed material facts from Plaintiff, about various issues, including but not
11 limited to:

12 (a) Defendants Dziubla and Fleming's, and once formed, EB5IC and
13 EB5IA's, ability to raise the funds necessary to adequately finance Plaintiff's project, as
14 well as Defendants Dziubla and Fleming's experience with raising EB-5 funds;

15 (b) How Plaintiff's funds would be and/or were being spent; i.e., Defendants
16 Dziubla, Fleming, EB5IA, and LVDF misrepresented how Plaintiff's marketing money
17 would be spent and ultimately converted funds as described more fully above;

18 (c) Defendants Dziubla, Fleming, EB5IA, and LVDF repeatedly failed and
19 refused to provide an accounting of how Plaintiff's money was spent. Those funds were
20 specifically earmarked for marketing (EB5IA), interest payments (to LVDF), and to set
21 up the regional center (EB5IC). Defendants EB5IA and LVDF, through Defendant
22 Dziubla, have commingled funds intended for marketing payments and interest payments
23 between Defendants EB5IA and LVDF;
24

1 (d) Defendants Dziubla, Fleming, and EB5IA, and upon information and
2 belief, Defendants Stanwood, EB5IC and LVDF, made misleading representations to
3 Plaintiff and/or concealed the fact that those Defendants were misappropriating and
4 converting Plaintiff's funds to their own uses and/or benefitting from said
5 misappropriations;

6 (e) Defendants Dziubla, Fleming, and later EB5IC (once formed),
7 misrepresented whether Plaintiff was entitled to own the regional center EB5IC;

8 (f) Defendants Dziubla, Fleming, upon information and belief, Stanwood, and
9 later EB5IC (once formed) misrepresented both the true cost (i.e., it was highly inflated)
10 and the necessity (i.e., it was not necessary) of creating a regional center to raise money
11 for Plaintiff's project. As set forth above, this was done to allow Defendants Dziubla,
12 Fleming, and Stanwood to surreptitiously obtain and convert Plaintiff's money;

13 (g) Defendants Dziubla, Fleming, and upon information and belief, Stanwood,
14 misrepresented the time frame within which they could raise the EB-5 funds (i.e., it took
15 much longer than represented) so that those Defendants could obtain surreptitiously
16 obtain and convert Plaintiff's money;

17 (h) Defendants Dziubla, Fleming, and upon information and belief, Stanwood,
18 misrepresented the reasons it was taking them longer than previously represented to raise
19 the EB-5 funds so that those Defendants could obtain surreptitiously obtain and convert
20 Plaintiff's money.

21 82. As a direct and proximate result of the fraud perpetrated by Defendants, Plaintiff
22 Front Sight has sustained damages in the tens of millions of dollars, an amount well in excess of
23
24

1 fifteen thousand dollars (\$15,000.00) jurisdictional limit, as a direct result of Defendants'
2 breach.

3 83. Defendants' conduct was malicious, oppressive and fraudulent under NRS
4 42.005, entitling Plaintiff to an award of punitive damages.

5 84. As a result of Defendants' actions, Plaintiff has been required to retain the
6 services of an attorney to prosecute this action and a reasonable sum should be allowed as and
7 for attorney fees and costs of suit incurred herein.

8 **SECOND CAUSE OF ACTION**
9 **(Breach of Fiduciary Duty Against All Defendants)**

10 85. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
11 through 84 of this Complaint as though set forth fully herein at length.

12 86. As set forth above (*see e.g.*, paragraphs 60 and 61 above), Defendants owed a
13 fiduciary duty and/or a confidential duty to Plaintiff Front Sight and Plaintiff had a right to place
14 its trust and confidence in the fidelity of Defendants.

15 87. By their conduct, as described above, Defendants have breached their duty to
16 Plaintiff.

17 88. As a direct and proximate result of the Defendants' acts, Plaintiff has been
18 damaged in an amount to be proven at trial.

19 89. Plaintiff has been required to retain the services of an attorney to prosecute this
20 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
21 herein.

22 ///

23 ///

24 ///

THIRD CAUSE OF ACTION
(Conversion Against All Defendants)

1
2
3 90. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
4 through 89 of this Complaint as though set forth fully herein at length.

5 91. Through Defendants' conduct described above, Defendants obtained Plaintiff's
6 property and have wrongfully asserted dominion over Plaintiff's property; to wit:
7 misappropriating and spending Plaintiff's money advances for purposes other than that for which
8 it was intended.

9 92. Defendants' wrongful conduct was in denial of, inconsistent with, and in defiance
10 of Plaintiff's rights and title to its money and/or property.

11 93. Defendants' conduct was malicious, oppressive and fraudulent under NRS
12 42.005, entitling Plaintiff to an award of punitive damages.

13 94. Plaintiff has been required to retain the services of an attorney to prosecute this
14 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
15 herein.

FOURTH CAUSE OF ACTION
(Civil Conspiracy Against All Defendants)

16
17 95. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
18 through 94 of this Complaint as though set forth fully herein at length.

19 96. As set forth above, Defendants Dziubla, Fleming, and Stanwood acted together in
20 concert, in their individual capacities, to accomplish their unlawful objectives for the purpose of
21 harming Plaintiff. While acting in their individual capacities, Defendants Dziubla, Fleming, and
22 Stanwood also conspired with the Entity Defendants, using the Entity Defendants to achieve
23 their unlawful objective for their own individual advantage and to the harm of Plaintiff.
24

1 97. As a direct and proximate result of the Defendants' acts, Plaintiff has been
2 damaged in an amount to be proven at trial.

3 98. Defendants' conduct was malicious, oppressive and fraudulent under NRS
4 42.005, entitling Plaintiff to an award of punitive damages.

5 99. Plaintiff has been required to retain the services of an attorney to prosecute this
6 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
7 herein.

8 **FIFTH CAUSE OF ACTION**
9 **(Breach of Contract Against Defendants EB5IA and LVDF)**

10 100. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
11 through 99 of this Complaint as though set forth fully herein at length.

12 101. Plaintiff Front Sight and Defendant EB5IA entered into a written contract, namely
13 the engagement letter in February 2013. In October 2016, Plaintiff and Defendant LVDF entered
14 into the Construction Loan Agreement, along with a First Amendment in July 2017 and a Second
15 Amendment in February 2018.

16 102. Plaintiff Front Sight has performed its obligations under the terms of the
17 contracts.

18 103. Defendants EB5IA and LVDF have breached the contracts as set forth above.

19 104. Plaintiff Front Sight has sustained damages in the tens of millions of dollars, an
20 amount well in excess of fifteen thousand dollars (\$15,000.00) jurisdictional limit, as a direct
21 result of Defendants' breach.

22 105. Further, because the party to a contract who commits the first breach of a contract
23 cannot maintain an action against the other for a subsequent failure to perform, Defendants are
24 not entitled to attempt to enforce the agreements against Plaintiff or to allege bogus defaults.

1 106. As a result of Defendants' actions, Plaintiff has been required to retain the
2 services of an attorney to prosecute this action and a reasonable sum should be allowed as and
3 for attorney fees and costs of suit incurred herein.

4 **SIXTH CAUSE OF ACTION**
5 **(Contractual Breach of Implied Covenant of Good Faith and Fair Dealing Against the**
6 **Entity Defendants)**

7 107. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
8 through 106 of this Complaint as though set forth fully herein at length.

9 108. In every contract there is imposed a duty of good faith and fair dealing between
10 the parties.

11 109. Plaintiff Front Sight and Defendant EB5IA entered into written contracts, namely
12 the engagement letter in February 2013. In October 2016, Plaintiff and Defendant LVDF entered
13 into the Construction Loan Agreement, along with a First Amendment in July 2017 and a Second
14 Amendment in February 2018.

15 110. These Defendants owed a duty of good faith in performing their duties to Plaintiff
16 Front Sight.

17 111. As set forth above, Defendants breached that duty by failing and/or refusing to
18 meet their obligations under the agreement and performing in a manner that was unfaithful to the
19 purpose of the contracts. Defendants' actions constitute contractual breaches of the covenant of
20 good faith and fair dealing.

21 112. Plaintiff's justified expectations were thus denied.

22 113. As a result of Defendants' actions, Plaintiff has been required to retain the
23 services of an attorney to prosecute this action and a reasonable sum should be allowed as and
24 for attorney fees and costs of suit incurred herein.

1 **SEVENTH CAUSE OF ACTION**
2 **(Tortious Breach of Implied Covenant of Good Faith and Fair Dealing Against the Entity**
3 **Defendants)**

4 114. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
5 through 113 of this Complaint as though set forth fully herein at length.

6 115. In every contract there is imposed a duty of good faith and fair dealing between
7 the parties.

8 116. Plaintiff Front Sight and Defendant EB5IA entered into written contracts, namely
9 the engagement letter in February 2013. In October 2016, Plaintiff and Defendant LVDF entered
10 into the Construction Loan Agreement, along with a First Amendment in July 2017 and a Second
11 Amendment in February 2018.

12 117. These Defendants owed a duty of good faith in performing their duties to Plaintiff
13 Front Sight.

14 118. As set forth above (*see e.g.*, paragraphs 60 and 61 above), Defendants owed a
15 fiduciary duty and/or a confidential duty to Plaintiff Front Sight such that Defendants were in a
16 superior entrusted relationship and Plaintiff had a right to place its trust and confidence in the
17 fidelity of Defendants. This duty existed above and beyond the contractual duties Defendants
18 owed to Plaintiff.

19 119. As set forth above, Defendants breached that duty by failing and/or refusing to
20 meet their obligations under the agreement and performing in a manner that was unfaithful to the
21 purpose of the contracts. Defendants' actions constitute contractual breaches of the covenant of
22 good faith and fair dealing.

23 120. Plaintiff's justified expectations were thus denied.
24

1 121. As a result of Defendants' actions, Plaintiff has been required to retain the
2 services of an attorney to prosecute this action and a reasonable sum should be allowed as and
3 for attorney fees and costs of suit incurred herein.

4 **EIGHTH CAUSE OF ACTION**
5 **(Intentional Interference with Prospective Economic Advantage Against the Entity**
6 **Defendants and Defendant Dziubla)**

7 122. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
8 through 121 of this Complaint as though set forth fully herein at length.

9 123. A prospective contractual relationship exists or existed between Plaintiff and a
10 third party; i.e, another potential lender for the project who would have provided Senior Debt
11 under the Construction Loan Agreement.

12 124. Defendants knew of this prospective relationship, and in fact were insisting on the
13 relationship even though Defendants had already advised its investors that Plaintiff had obtained
14 a Senior Debt.

15 125. Defendants intended to harm Plaintiff by preventing this relationship and in fact
16 did so by filing the frivolous notice of default on September 11, 2018.

17 126. Defendants had no privilege or justification for their conduct.

18 127. As a direct and proximate result of the Defendants' acts, Plaintiff has been
19 damaged in an amount to be proven at trial, including actual and presumed damages.

20 128. Plaintiff has been required to retain the services of an attorney to prosecute this
21 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
22 herein.

23 ///

24 ///

1 138. As set forth in detail above, the Entity Defendants, through their agents
2 Defendants Dziubla, Fleming, and Stanwood, acting individually, made repeated representations
3 that Defendants should have known were false, and/or had insufficient information for making
4 these statements to Plaintiff.

5 139. Those misrepresentations are specifically set forth in paragraphs 11 through 73
6 above.

7 140. Defendants' negligent misstatements were material.

8 141. Defendants Dziubla, Fleming, and upon information and belief Stanwood failed to
9 exercise reasonable care in making these misstatements, with the intent of inducing Plaintiff to
10 enter into the contracts with Defendants. After the agreements were entered into, all Defendants
11 continued to fail to exercise reasonable care in making misrepresentations, with the intent of
12 inducing Plaintiff to remain a party to the contract.

13 142. Defendants failed to exercise reasonable care in making these misstatements, with
14 the intent of inducing Plaintiff to provide money and/or property to Defendants, allegedly in
15 furtherance of Defendants' obligation to raise capital for Plaintiff's project. After the agreements
16 were entered into, all Defendants continued to fail to exercise reasonable care in making
17 misrepresentations, with the intent of inducing Plaintiff to continue to provide money and/or
18 property to Defendants.

19 143. Plaintiff had a right to rely on the representations of Defendants, and in fact relied
20 upon Defendants' negligent misrepresentations.

21 144. As a direct and proximate result of Defendants' negligent misrepresentations,
22 Plaintiff Front Sight has sustained damages in the tens of millions of dollars, an amount well in
23
24

1 excess of fifteen thousand dollars (\$15,000.00) jurisdictional limit, as a direct result of
2 Defendants' breach.

3 145. Plaintiff has been required to retain the services of an attorney to prosecute this
4 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
5 herein.

6 **ELEVENTH CAUSE OF ACTION**
7 **(Negligence Against All Defendants)**

8 146. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
9 through 145 of this Complaint as though set forth fully herein at length.

10 147. Defendants owed a duty to exercise reasonable care in its dealings with Plaintiff.
11 As set forth above, Defendants have a confidential and/or fiduciary relationship with Plaintiff,
12 independent of the contracts described herein.

13 148. As set forth above, Defendants have breached their duty of care to Plaintiff.

14 149. As a direct and proximate result of the Defendants' acts, Plaintiff has been
15 damaged in an amount to be proven at trial.

16 150. Plaintiff has been required to retain the services of an attorney to prosecute this
17 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
18 herein.

19 **TWELFTH CAUSE OF ACTION**
20 **(Alter Ego Against Defendants Dziubla, LVDF, EB5IA, and EB5IC)**

21 151. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
22 through 150 of this Complaint as though set forth fully herein at length.

23 152. Defendants LVDF, EB5IC, and EB5IA are commonly owned by Defendants
24 Dziubla and Fleming.

1 153. Upon information and belief, Defendant Dziubla is an owner and officer of
2 EB5IA and EB5IC. The managing member of LVDF is EB5IC. The managing member of
3 EB5IC is Defendant Dziubla.

4 154. Upon information and belief, Defendant Dziubla has management responsibilities
5 regarding LVDF, EB5IA, and EB5IC.

6 155. Upon information and belief, Defendant Dziubla, while doing business as LVDF,
7 EB5IA, and EB5IC commingled the assets of LVDF, EB5IA, and EB5IC.

8 156. In fact, interest payments and marketing fees paid by Plaintiff were accepted by
9 Defendant LVDF even though the marketing payments were supposed to go to EB5IA, resulting
10 in the commingling of funds. Further, as set forth above, Defendants have misappropriated
11 Plaintiff's funds to their own use.

12 157. As a result, there is no adherence to corporate formalities and/or separateness
13 between LVDF, EB5IA, and EB5IC.

14 158. LVDF, EB5IA, and EB5IC, individually, are influenced and governed by
15 Defendant Dziubla, and are so intertwined with one another as to be factually and legally
16 indistinguishable. As such, the adherence to a corporate fiction of separate entities would, under
17 the circumstances, sanction fraud and promote injustice.

18 159. As a result of LVDF, EB5IA, and EB5IC being the alter ego of Defendant
19 Dziubla, Dziubla is personally liable for the liabilities of LVDF, EB5IA, and EB5IC, regarding
20 the above set forth allegations.

21 160. As a result of Defendants actions, Plaintiff has been required to retain the services
22 of an attorney in order to pursue this claim against said Defendants, and each of them, and is
23
24

1 therefore entitled to be compensated for any and all costs incurred in the prosecution of this
2 action, including without limitation, any and all reasonable costs and attorney's fees.

3 **PRAYER FOR JUDGMENT**

4 WHEREFORE, Plaintiff prays for Judgment as follows:

5 (a) For Judgment in favor of Plaintiff and against Defendants, and each of them, in
6 the amount excess of Fifteen Thousand Dollars (\$15,000.00), subject to proof at trial;

7 (b) For appointment of a receiver over the Entity Defendants;

8 (c) For an accounting from all Defendants of any and all money paid from Plaintiff to
9 any Defendant;

10 (d) For imposition of a constructive trust over the money and/or property provided by
11 Plaintiff to Defendants for alleged marketing purposes and/or for the creation and/or operation of
12 any Entity Defendant, because the retention of that money or property by Defendants against
13 Plaintiff's interest would be inequitable, and a constructive trust is essential to the effectuation of
14 justice.

15 (e) For injunctive relief pursuant to NRS 33.010 or as otherwise permitted by law or
16 equity to enjoin Defendants from engaging in the conduct described herein, to be proven by
17 motion and/or at a hearing for such purposes, or at trial;

18 (f) For declaratory relief, including, but not limited to, that Plaintiff Front Sight has
19 performed its obligations under the terms of the contract, that Defendants have breached the
20 contracts as set forth above, including serving bogus Notices of Default, that Plaintiff is not in
21 default, and that Defendants cannot proceed with seeking legal remedies under the Construction
22 Loan Agreement ;

23 (g) For punitive damages pursuant to NRS 42.005;
24

- 1 (h) For disgorgement of the funds misappropriated by Defendants;
- 2 (i) For attorneys' fees and cost of suit incurred herein; and
- 3 (j) For such other relief as the Court may deem just and proper;

4 DATED this 4th day of January, 2019.

5 **ALDRICH LAW FIRM, LTD.**

6 /s/ John P. Aldrich
7 John P. Aldrich, Esq.
8 Nevada Bar No. 6877
9 Catherine Hernandez, Esq.
10 Nevada Bar No. 8410
11 7866 West Sahara Avenue
12 Las Vegas, NV 89117
13 Tel (702) 853-5490
14 Fax (702) 226-1975
15 *Attorneys for Plaintiff*

EXHIBIT “26”

EXHIBIT “26”

JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 Brian D. Shapiro, Esq.
Nevada State Bar No. 5772
2 **LAW OFFICE OF BRIAN D. SHAPIRO, LLC**
510 S. 8th Street
3 Las Vegas, Nevada 89101
Tel: (702) 386-8600
4 Fax: (702) 383-0994
brian@brianshapirolaw.com

5
6 Andrea M. Champion, Esq.
Nevada State Bar No. 13461
Nicole E. Lovelock, Esq.
7 Nevada State Bar No. 11187
Sue Trazig Cavaco, Esq.
8 Nevada State Bar No. 6150
JONES LOVELOCK
9 6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119
10 Tel: (702) 805-8450
Fax: (702) 805-8451
11 achampion@joneslovelock.com
nlovelock@joneslovelock.com
12 scavaco@joneslovelock.com

13 *Attorneys for Las Vegas Development*
Fund, LLC

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

18 In re:
19 FRONT SIGHT MANAGEMENT, LLC
20 Debtor.

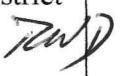
Case No. BK-S-22-11824-ABL
Chapter 11

21
22 **DECLARATION OF ROBERT DZIUBLA IN SUPPORT**
23 **OF LAS VEGAS DEVELOPMENT FUND, LLC'S MOTION LIMITED FOR PROTECTIVE**
24 **ORDER**

25 I, Robert Dziubla, declare as follows:

- 26 1. I am over eighteen (18) years of age and mentally competent.
27 2. I am currently an individual defendant in the *Front Sight Management LLC v. Las*

28 *Vegas Development Fund LLC, et al.* matter, which was previously filed in the Eighth Judicial District



JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119

1 Court, State of Nevada under Case No. A-18-781084-B and has since been removed to Adversary Case
2 No. 22-01116-ABL (the “Adversary Action”).

3 3. I am also a current officer of Las Vegas Development Fund, LLC (“LVDF”), which is
4 named as a defendant in the Adversary Action.

5 4. If called upon to testify as to the content of this declaration, I could and would do so.

6 5. I make this declaration in support of LVDF’s Motion for Protective Order (the “Motion”).


7 6. LVDF considers the compensation of foreign placement consultants to be a trade secret
8 as well as confidential. In addition, LVDF is contractually obligated to maintain the compensation of the
9 foreign placement consultants as confidential.

10 7. LVDF also considers the identities of the EB-5 investors, their personal financial
11 information, and their contact information as confidential and LVDF understands that the EB-5 investors
12 have a similar expectation of privacy.

13 8. I am particularly concerned about Ignatius Piazza obtaining information about the EB-5
14 investors and foreign placement consultants because I believe he would attempt to prejudice my
15 relationship with the EB-5 investors and foreign placement consultants. Specifically, Piazza previously
16 sent two of my agents documentation regarding the now dismissed bogus criminal action against me in
17 Nye County that was instigated by Front Sight. I am, thus, concerned that Piazza would use the contact
18 information of LVDF’s investors to further prejudice LVDF and its relationship with its investors.

19 9. In addition, disclosure of the compensation of the foreign placement consultants would
20 cause harm to the foreign placement consultants themselves, as they have a contractual right to maintain
21 that information as confidential and LVDF considers that information highly proprietary.

22 10. Additionally, Piazza previously provided Front Sight’s hundreds of thousands of
23 members with my personal information (i.e., my photograph and the address of my home) while telling
24 Front Sight’s members that I was “public enemy number 1.” Piazza was criminally charged by the San
25 Diego District Attorney for those actions and accepted a plea deal. I am concerned that if Piazza receives
26 information about the EB-5 investors and potential EB-5 investors, he would not maintain that
27 information as confidential.

28 /// 

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

3 DATED this 6th day of March, 2023.

4 /s/ Robert W. Dziubla
5 Robert W. Dziubla



6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
JONES LOVELOCK
6600 Amelia Earhart Court, Suite C
Las Vegas, Nevada 89119