

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3 FRONT SIGHT MANAGEMENT LLC, a
4 Nevada Limited Liability Company,

5 Petitioner,

6 vs.

7 THE EIGHTH JUDICIAL DISTRICT
8 COURT OF THE STATE OF NEVADA,
9 IN AND FOR THE COUNTY OF CLARK;
10 and THE HONORABLE TIMOTHY C.
11 WILLIAMS, DISTRICT COURT JUDGE,

12 Respondents,

13 and

14 LAS VEGAS DEVELOPMENT FUND
15 LLC, a Nevada Limited Liability Company;
16 EB5 IMPACT CAPITAL REGIONAL
17 CENTER LLC, a Nevada Limited Liability
18 Company; EB5 IMPACT ADVISORS
19 LLC, a Nevada Limited Liability Company;
20 ROBERT W. DZIUBLA, individually and
21 as President and CEO of LAS VEGAS
22 DEVELOPMENT FUND LLC and EB5
23 IMPACT ADVISORS LLC; JON
24 FLEMING, individually and as an agent of
25 LAS VEGAS DEVELOPMENT FUND
26 LLC and EB5 IMPACT ADVISORS LLC;
27 LINDA STANWOOD, individually and as
28 Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
IMPACT ADVISORS LLC,

Real Parties in Interest.

No.: _____ Electronically Filed
Dec 18 2019 10:48 a.m.
Elizabeth A. Brown
Dist. Ct. Case No: A-18-781084-B
Clerk of Supreme Court

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
17 MOTIONS

18 BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

19 DISTRICT COURT JUDGE

20

21 DATED WEDNESDAY, OCTOBER 9, 2019

22

23

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

25

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 APPEARANCES:

2 FOR THE DEFENDANT:

3

FARMER, CASE & FEDOR

4

BY: KATHRYN HOLBERT, ESQ.

5

2510 WIGWAM PARKWAY

6

SUITE 206

7

HENDERSON, NV 89074

8

(702) 579-3900

9

KHOLBERT@FARMERCASE.COM

10

11

12 PRO HAC VICE:

13

GREER & ASSOCIATES

14

BY: KEITH GREER, ESQ.

15

17150 VIA DEL CAMPO

16

SUITE 100

17

SAN DIEGO, CA 92127

18

(858) 613-6677

19

(858) 613-6680 Fax

20

KEITH.GREER@GREERLAW.BIZ

21

22

23

24

25

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM

Pursuant to NRS 239.053, illegal to copy without payment.

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

APPEARANCES CONTINUED:

FOR THE PLAINTIFF:

ALDRICH LAW FIRM

BY: JOHN ALDRICH, ESQ.

1601 SOUTH RAINBOW AVENUE

SUITE 160

LAS VEGAS, NV 89146

(702) 853-5490

(702) 227-1975 Fax

JALDRICH@JOHNALDRICHLAWFIRM.COM

* * * * *

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 LAS VEGAS, NEVADA, WEDNESDAY, OCTOBER 9, 2019

2 1:27 P..M.

3 P R O C E E D I N G S

4 * * * * *

5

6 THE COURT: All right. Good afternoon.

7 IN UNISON: Good afternoon, your Honor.

8 THE COURT: And let's go ahead and place our
9 appearances on the record.

10 MR. ALDRICH: Good afternoon, your Honor.

11 John Aldrich on behalf of plaintiff.

12 MS. HOLBERT: Good afternoon, your Honor.

13 Kathryn Holbert on behalf of defendants.

14 MR. GREER: Keith Greer on behalf of
15 defendants. Also here with Robert Dziubla.

16 THE COURT: All right. And before we get
17 started, there's one issue I just wanted to kind of
18 address and decide what to do with it.

19 Mr. Aldrich, I have your ex parte motion for
20 an order shortening time on plaintiff's motion to
21 extinguish the LVDF's deed of trust or in the
22 alternative grant senior debt lender Romspen a first
23 lien position.

24 And the reason why I'm only bringing it up,
25 what should we do with this? Because this is a motion

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 for order shortening time. It's my understanding don't
2 we have it pending also? Has it been filed yet?

3 MS. HOLBERT: It has been filed and, I
4 believe, it was set for hearing on November 5.

5 THE COURT: That's my question. And so it's
6 like having two -- you can't have two filings. Do you
7 want -- do you want to potentially advance one or what
8 do you want to do?

9 MR. ALDRICH: I'm not sure what the Court
10 means by I have two files. We filed the motion.

11 THE COURT: Right.

12 MR. ALDRICH: And then I sent it down with an
13 order shortening time asking to move the hearing date
14 from when it is set. I don't remember if it was
15 November 5th or the 15th, but it was -- I want to say
16 it was five weeks from when it went out there.

17 THE COURT: Right.

18 MR. ALDRICH: So we would like to have it
19 heard sooner than that. We already have a hearing on
20 the 23rd.

21 THE COURT: Well, that's my question. And we
22 can maybe deal with that administratively now.

23 And this is kind of -- this is what I do with
24 issues like that. I think -- because one of the things
25 you want to do is you want to make sure you have

1 consistency.

2 So once something is set, I don't move it;
3 right? If you want to file a motion to advance it, you
4 can do that. But I think once it's set, I don't think
5 the Court can sua sponte start moving stuff around. I
6 don't do that. I never have.

7 So -- so the -- and the only reason why I
8 brought it in today, maybe it should be advanced to the
9 23rd. I don't know. But I don't think an ex -- I
10 think an order shortening time after the fact is kind
11 of having the Court advance the things and move the
12 calendar around, without the input of adverse counsel.

13 MR. ALDRICH: So is the Court saying that I
14 should move for an order shortening time before I file
15 the motion?

16 THE COURT: No, it would have -- well,
17 probably because that's how things are typically run,
18 right?

19 MS. HOLBERT: Right.

20 THE COURT: You get your order shortening
21 time. I sign it. I give you a date, and we set it.
22 But see, once it's set, it's set.

23 And I think procedurally the best way to
24 handle that would be like a motion to advance, but
25 since you're here, I said I'd bring it up, and maybe

1 there's no opposition to just put it -- move it to the
2 23rd.

3 MR. ALDRICH: Okay. I just wasn't going to --
4 the reason I did it that way is because --

5 THE COURT: Well, it doesn't matter. It
6 doesn't matter.

7 MR. ALDRICH: I know some things changed, but
8 what I've had happen is when I sent down an order
9 shortening time and the motion hadn't been filed yet,
10 it gets sent back to me saying send me a file stamped
11 copy. Well, when I do it, I guess, maybe what I need
12 to do is not request a hearing when I file it.

13 THE COURT: Right. Yeah.

14 MR. ALDRICH: Okay. So I'll do that in the
15 future. That's fine.

16 I mean, certainly I'd love to have it heard on
17 the 23rd. It was filed last Friday.

18 THE COURT: Is there any opposition to that?

19 MR. GREER: Your Honor, we do. We're going to
20 need time to respond. This whole thing with now the
21 timing -- like our motion is due ten days after you get
22 them or 14 days?

23 THE COURT: Ten days.

24 MS. HOLBERT: Right. And it's ten straight
25 days now, which makes it, you know, like, five

1 calendar -- five business days.

2 MR. ALDRICH: Which makes it due next Monday.

3 THE COURT REPORTER: I need one at a time.

4 THE COURT: One at a time.

5 MR. GREER: So Monday is a Court holiday, so
6 due Tuesday; right?

7 MR. ALDRICH: If Monday is a Court holiday,
8 then it would be Tuesday.

9 THE COURT: So next Tuesday as well.

10 (A discussion was held off record.)

11 MR. ALDRICH: I don't think that's a state
12 court holiday.

13 MR. GREER: Not here in Nevada. So we're
14 going to be jammed.

15 THE COURT: So if it's due on the 14th, why
16 couldn't we hear it the next following week?

17 MR. GREER: Here's -- I may have a conflict,
18 your Honor, is a problem. We'll be starting trial on
19 the 15th. And so the 23rd is going to be a challenge
20 for me. The 5th I should be done by. That's an
21 important motion.

22 Your Honor, also it's -- that should be --

23 THE COURT: But, you know what, this is why I
24 do everything in open court. Right?

25 MR. GREER: Right.

1 MS. HOLBERT: Right.

2 MR. GREER: Here's -- we think that this
3 really is relevant to the pending motion to appoint a
4 receiver, and for relief from the preliminary
5 injunction. And so we'd actually like to have that
6 resolved relatively quickly.

7 I'm just concerned the 23rd is not going to
8 work for me.

9 MR. ALDRICH: We have two hearings set on that
10 day already.

11 MR. GREER: So is that -- those are -- what do
12 we have, motion to squash?

13 MS. HOLBERT: I think motion for sanction,
14 motion to compel; right?

15 MR. ALDRICH: That's right.

16 MR. GREER: So that would be --

17 MS. HOLBERT: Yeah, well --

18 (A discussion was held off record.)

19 MR. GREER: I won't know until Friday when the
20 Court -- we have trial call. And when the Court sets
21 this up.

22 And then I may be fortunate to get a courtroom
23 to start on that date for trial, in which case I'm -- I
24 don't have to even worry about, but I don't know until
25 Friday.

1 THE COURT: Okay. Should we go back on the
2 record?

3 MR. GREER: You want to put it on the 23rd?
4 And -- because if I'm going to have to move, I'm going
5 to have to move everything.

6 THE COURT: How about that, Mr. Aldrich?

7 MR. GREER: Yeah.

8 THE COURT: We'll just put it on the 23rd.
9 And if -- we'll know Friday if it has to be moved or
10 not. If it has to be moved because of trial and that
11 that type of stuff, we will just move it.

12 MR. ALDRICH: So I have no problem with the
13 23rd. That's great. I just want to point out, and
14 I -- I understand Mr. Greer's schedule, so -- and I
15 understand how that works because I have the same
16 issues sometimes.

17 THE COURT: Yes.

18 MR. ALDRICH: But I just want to note that the
19 Court has expressed concern that this is taking a long
20 time and has expressed a desire to have us try the case
21 in January or thereabouts, which I'm sure we'll talk
22 about in a minute.

23 THE COURT: January or February. Sometime
24 after the first of the year.

25 MR. ALDRICH: Sooner than October or whatever

1 it's set for.

2 THE COURT: Yes. It could be June maybe, but
3 sooner than October.

4 MR. ALDRICH: That would still be a lot
5 sooner.

6 THE COURT: Yes.

7 MR. ALDRICH: I just want to make sure that
8 there's an understanding here that these are important
9 motions for me and for getting discovery that are going
10 to be heard on the 23rd. So I understand if they have
11 to get moved, they have to get moved. But that cannot
12 count against me as we're trying to move forward.

13 MR. GREER: Your Honor, he's already got two
14 months against him. I'll take a week.

15 THE COURT: All right.

16 Mr. Aldrich, I don't think -- I can't think of
17 any reason why I would count that against you. I mean,
18 really. I mean, because this case -- let's keep it how
19 it is.

20 This case is very unique. There's a lot of
21 unique issues. We're in a very unique procedural
22 posture. We can all agree, right?

23 And I can't sit back and say anyone involved
24 in this litigation has even a scintilla of dilatory
25 conduct. In fact, it's been very aggressive, you know.

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM

Pursuant to NRS 239.053, illegal to copy without payment.

1 So that's a nonissue. It really isn't.

2 So -- but just as important, too,
3 historically, I do get that we can't circumvent due
4 process. I understand that aspect too.

5 All I'm trying to figure out on some level,
6 efficiency; right? That's, really and truly, what it
7 all comes down to. Because we have spent a lot of time
8 together. I can't think of any case I've ever had
9 other than -- I mean, yeah, I have had some complex
10 cases that have gone to trial where we've had maybe a
11 month of pretrial motions. I've had that in a few
12 cases.

13 But I can't think of any cases where I've
14 had -- and this isn't meant in a negative way -- where
15 I've had prolonged serial law and motion like I have in
16 this case. If you understand what I mean.

17 MR. GREER: Yeah. So we have no objection
18 putting it on the 23rd.

19 MR. ALDRICH: Okay.

20 MR. GREER: And hopefully we can get here on
21 the 23rd.

22 THE COURT: Yeah.

23 MR. GREER: We'd like to have this heard as
24 quickly as possible.

25 THE COURT: Okay. That's what we'll do. You

1 can see why I handled it the way I do handle it. And I
2 kind of do that because it just seems to me from a
3 judicial philosophical perspective, I do -- I do
4 everything in open court, even when I have unopposed
5 motions. I don't grant anything until I'm in open
6 court. I find that that saves time. It just does.

7 And think about it, I just saved a lot of time
8 here today by handling it the way I did.

9 MR. ALDRICH: And I -- my client appreciates
10 it and we appreciate the accommodation to have it heard
11 on the 23rd.

12 THE COURT: Right. Right. So what we'll do
13 then, and I just want to make sure we have the --
14 because this has been filed, it's my understanding.
15 And what date is that set for?

16 MS. HOLBERT: Your Honor, I just
17 double-checked. It actually was set for 10-13.

18 MR. ALDRICH: 11-13.

19 MR. GREER: 11-13.

20 MS. HOLBERT: 11-13, sorry.

21 THE COURT: 11-13. Oh, yeah, there you go.

22 So what we'll do as far as plaintiff's motion
23 to extinguish the LVDF deed of trust, et al, we'll go
24 ahead and we'll move that to the 23rd. And what we'll
25 do today if you remind me, we can have a status check,

1 say maybe Friday 1:00 telephonically, just to see where
2 you're at and you can let us know. And we can handle
3 it that way. That way we don't have to -- we want
4 efficiency.

5 MR. GREER: Very good.

6 THE COURT: That's all I'm looking for. But
7 remind me to set -- maybe we'll set that right now
8 before we forget.

9 What do we have Friday? We're in trial,
10 right?

11 THE COURT CLERK: Starting at 9:30, all day.

12 THE COURT: Okay. What do you -- what would
13 be a good time to have a telephonic status check on
14 that?

15 MR. GREER: Probably late afternoon. In
16 Los Angeles, you go on the wheel, you don't know where
17 you're going to wind up. It takes sometimes the better
18 time of the day to get a Court.

19 THE COURT: Would 4:00 o'clock be safe?

20 MR. GREER: 4:00 would be fine.

21 MR. ALDRICH: I'm around, that's fine.

22 THE COURT: And you don't have to come down
23 for it. We'll have you call in on CourtCall.

24 MR. ALDRICH: Sure.

25 THE COURT: Because I should be on day two in

1 jury selection at the time.

2 So we'll put that at 4:00, and we'll put it on
3 calendar. And so what we'll do is -- do we have the
4 CourtCall information?

5 THE COURT CLERK: We do.

6 THE COURT: We'll use CourtCall. We'll make
7 sure you get copies of everything.

8 MS. HOLBERT: Thank you.

9 MR. GREER: Your Honor, just a question on
10 that, then, too, because right now I don't know if the
11 Court -- is the Court planning on ruling today on the
12 pending motion for receiver and relief from the
13 preliminary injunction? Because if the Court isn't, I
14 think that the issues that are presented here with this
15 alleged any financing and the concessions that Front
16 Sight is asking LVD Fund to make and to make this
17 happen, it all -- we believe it ties together and
18 supports the need for a receiver. So what I'd like to
19 ask is that -- we put that on calendar for -- maybe for
20 further hearing. Would that work? On the 23rd?

21 Unless the Court is prepared today to say,
22 Yes, let's put a receiver on board, in which case we
23 won't need it.

24 THE COURT: Mr. Aldrich?

25 MR. ALDRICH: I mean, we are -- we argued the

1 motion for receiver already, but --

2 THE COURT: Maybe there is something I need to
3 hear in your motion that would help guide me.

4 MR. ALDRICH: I mean, we're going to be here.
5 So, I guess, I would call it a soft objection, but
6 really what is it? If it's going to come up anyway,
7 it's going to come up, anyway. So I'm here.

8 THE COURT: I'll delay -- I'll defer the
9 ruling until after I hear your motion.

10 MR. ALDRICH: Okay.

11 THE COURT: Is that what you want, sir?

12 MR. GREER: Actually after you hear our
13 opposition.

14 THE COURT: Yeah.

15 MR. GREER: Because --

16 THE COURT: Motion and opposition. And we'll
17 just move it to that day so you don't have to be here.

18 MR. ALDRICH: There is not necessarily
19 opposition maybe.

20 (A discussion was held off record.)

21 MR. GREER: Yes, your Honor.

22 THE COURT: Sir.

23 MR. GREER: Just -- was the Court going to
24 issue a ruling today on that?

25 THE COURT: No.

1 MR. GREER: Good. Thank you.

2 You're in hot water.

3 THE COURT: No. All right.

4 This is the case that keeps on going.

5 So where do we need to continue from? Where
6 do we start off at?

7 MR. ALDRICH: Today we have defendant's motion
8 to bifurcate. We have -- both sides have motions to
9 quash subpoenas to third parties.

10 We've got a discussion of the Rule 65(a)(2)
11 notice. And a supplemental Rule 16 conference, I
12 guess, related to the counter-defendants.

13 MS. HOLBERT: Yeah. And there is actually a
14 status check regarding setting continued preliminary
15 injunction hearing.

16 THE COURT: There's a lot.

17 MS. HOLBERT: But all of that relates to
18 calendaring things.

19 THE COURT: Yes.

20 MR. ALDRICH: So there was some discussion
21 among counsel before. There was some concern about how
22 long those subpoena -- motions to quash the subpoenas
23 may take.

24 So if it pleases the Court, we can start with
25 the motion to bifurcate and then have a discussion

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM

Pursuant to NRS 239.053, illegal to copy without payment.

1 about the Rule 65(a)(2) notice. And then handle the
2 rule -- supplemental Rule 16 conference before we do
3 the motions to quash.

4 Does that seem fair?

5 MR. GREER: Yes.

6 MS. HOLBERT: Yeah.

7 THE COURT: All right. That's what we'll do.

8 And that's for Friday at 4:00. That's the
9 CourtCall instructions so both of you have that.

10 MR. GREER: Thank you.

11 THE COURT: So we're dealing with the motion
12 to bifurcate right now; is that correct?

13 MR. ALDRICH: Yes.

14 MR. GREER: Yes, your Honor.

15 THE COURT: Okay. I got you.

16 (Brief pause in proceedings.)

17 THE COURT: I'm ready when you are.

18 MR. GREER: Yes, your Honor.

19 THE COURT: Yes.

20 MR. GREER: Our argument here, your Honor,
21 very short, concise. We've laid it out in our papers.
22 I have little to add.

23 This case involves two separate contracts:
24 The February 2013 engagement letter, the October 2016
25 construction loan agreements.

1 Different parties involved with each. The
2 loan agreement involving Las Vegas Development Fund
3 solely. EB5 Impact Capital Advisors being the
4 principal defendants in the engagement letter case.

5 So we have different contracts. Different
6 parties. Because of the contractual provisions of the
7 construction loan agreement, all issues relating to
8 that are to be heard by your Honor as both parties
9 waived jury.

10 Conversely, there's no such provision in the
11 engagement letter. Remember the engagement letter
12 involves allegations of fraudulent inducements,
13 misrepresentation -- mispending of funds,
14 misallocation of funds, et cetera; whereas, the
15 construction loan agreement very, very simple.
16 Borrower lender arrangement.

17 Las Vegas Development Fund got the money to
18 Front Sight. Front Sight breached every single
19 provision as we've laid out in the construction loan
20 agreement, including the monetary breaches. We just
21 gave your Honor today supplemental notice of default.
22 Notice of default that was filed by Las Vegas
23 Development Fund to -- sent to Front Sight a few days
24 ago confirming that they are, again, in monetary
25 default for failing to make the interest payment for

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 this month.

2 We have EB5 investors that are involved in the
3 construction loan case. Time is of the essence for
4 them. You know, this process is set up so that lenders
5 that are secured and construction loans can quickly
6 resolve the matter and not be dragged out, all the
7 typical type of things that distract the litigants in
8 traditional business litigation.

9 By bifurcating the two cases, we allow the
10 construction loan case to go forward quickly, hopefully
11 winding up eventually with relief from the preliminary
12 injunction and a nonjudicial foreclosure, or in the
13 alternative, perhaps at this time the loan -- proposed
14 loan agreement with Front Sight is actually real.
15 Perhaps a resolution of the case between the parties,
16 but either way it just makes sense to bifurcate at this
17 point in time.

18 The key element the Court, I think, should
19 consider that was attached as Exhibit 1 to my
20 declaration is the May 12, 2016, email from Robert
21 Dziubla to the principals at Front Sight, laying out,
22 saying, Hey, we're not going to make the amounts of
23 money that was anticipated. 70 million is not going to
24 come. 50 million is not going to come. We have a
25 decision to make now. Do we walk away from each other?

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 Give the money back to the investors? Do we sell the
2 resource center to you, you go on your own? Or do we
3 get rid of the limits that were set previously and
4 let's just lend the money that is there and move
5 forward knowing that the expectations from the past are
6 not going to be met.

7 At that time Front Sight decided to go
8 forward. That is the perfect place to put the dividing
9 line between these two cases. From that point forward,
10 there are no misrepresentations even alleged because
11 all of the statements in the past about what was going
12 to be achieved and what money was going to be raised
13 ended as of May 12, 2016. The parties went through
14 with no expectations at that point in time.

15 Just knowing that LVD Fund was going to lend
16 the money. Front Sight was going to be the borrower.
17 And from that point forward, the monies that were going
18 to be paid to LVD Fund for raising the funds were going
19 to be progress payments, such that whenever LVD Fund
20 was able to get an investor to put money into the
21 escrow. When that money was released from the escrow
22 to Front Sight, Front Sight would pay the fee.

23 That was it. It was a paid-in-place situation
24 at that point in time. And there's just the two very,
25 very distinct cases, different lives and different

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 interests in both sides. And the compelling interest
2 here is that the construction loan agreement is just
3 that: A construction loan agreement to -- it involves
4 EB5 investors where time is of the essence.

5 Remember, the completion date for this project
6 was October 4. So we're now done with the project.
7 We're done with -- the time to complete it is done.
8 And according to Mr. Piazza's testimony on the stand,
9 they haven't even prepared plans for the vertical
10 structures.

11 So we really need to get things rolling on the
12 construction lending side and not with these EB5
13 investors in jeopardy.

14 I will note that the case, Mr. Aldrich brings
15 it up, Front Sight has brought forth some hearsay
16 evidence recently alleging that there have been enough
17 jobs created already, such that EB5 investors don't
18 matter. They should be filing their papers now.

19 Well, looking at the law, this is what we
20 don't allow hearsay where hearsay shouldn't be allowed.
21 The problem there is that there's a fundamental fact
22 that Mr. Evans, Front Sight's economist, relied upon,
23 which doesn't exist here. And that is the only way
24 that Front Sight can get credit for jobs created from
25 the date they chose, which was the date of the

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 engagement letter back in 2011, is if there was a
2 bridge loan.

3 A bridge loan is used to create the jobs and
4 do the construction prior to the time that the EB5
5 monies is received. The builder, the investors, can
6 get credit for that. There is no bridge loan here.
7 There's no evidence of a bridge loan, and that's why
8 the economy -- the economist report from Mr. Evans is
9 just worthless in this case.

10 So it's ridiculous to think that if the EB5
11 investors were in a situation where they could get
12 their cards, they would have done so already.
13 Mr. Dziubla, that his responsibility to say on top of
14 that; the investors' responsibility to file the
15 paperwork. But there's just no evidence before the
16 Court that's admissible that supports Front Sight's
17 contention that EB5 doesn't matter anymore.

18 THE COURT: Thank you, sir.

19 MR. ALDRICH: Good afternoon, your Honor.

20 I also set forth my position in the pleadings,
21 and I'm sure the Court has reviewed those. I've got a
22 couple of comments based on what Mr. Greer said, and
23 I'll highlight some of the things in my brief.

24 The first is, is that Mr. Greer made the
25 statement today that Front Sight had not made its

1 payment for October. I did not ask my client for proof
2 of that today, and I can get it if I need it, but my
3 understanding is the payment was made for October.

4 MR. GREER: Hold. Time out. Time -- now,
5 your Honor. I misread -- I misread the record. They
6 have -- they made the regular interest. They didn't
7 make the default interest.

8 MR. ALDRICH: Okay.

9 MR. GREER: I stand corrected. Stand
10 corrected.

11 MR. ALDRICH: There we go.

12 THE COURT: And I understand that's in
13 dispute.

14 MR. ALDRICH: Correct. The default interest
15 amount is in dispute.

16 And I will note at the last hearing we asked
17 for the calculation of the default interest and hadn't
18 received it. I've sent two emails and made a phone
19 call -- actually Mr. Greer called me. We talked about
20 it. And today I still don't have it. I have no
21 calculation of what that default interest is. I asked
22 for June, July, and August, and I don't have it.

23 So, anyway, it goes to a lot of other things
24 we've been asking for, but we'll talk about that on the
25 23rd.

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 Now, with regard to the motion to bifurcate,
2 for good reason the defendants are asking the Court to
3 ignore the fraud allegations. There's a good reason
4 for that. Because there isn't -- there aren't two
5 distinct agreements here. I mean, there are two
6 agreements, but they're not unrelated. They're
7 absolutely related.

8 Mr. Greer says they're separate parties,
9 except that Mr. Dziubla owns -- he's the CEO and owner
10 of all the entities involved. EB5 IA, EB5 Impact
11 Capital, the regional center, Las Vegas Development
12 Fund, he's the underlying piece.

13 Interestingly enough, we have -- while I'm
14 still going to continue to complain that I don't have
15 all the evidence I need from the other side, we do have
16 some testimony because we've been here several days.
17 Among the things that Mr. Dziubla said was that once
18 the construction loan agreement was signed, Las Vegas
19 Development Fund assumed primary role of marketing, but
20 the problem with that is that he continued to take
21 money from Front Sight through EB5 IA, the alleged
22 marketing entity, for a long time after October of
23 2016. Well, then we also learned that Mr. Dziubla
24 stopped marketing the project all together at the end
25 of 2017, yet continued to accept tens of thousands of

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 dollars from Front Sight allegedly for marketing well
2 into 2018.

3 How is that not continuing fraud? And that --
4 I mean, I could go on, but that's -- that's the easy
5 low-hanging fruit.

6 We also heard from Dr. Piazza when he was here
7 to testify about this May 12 of 2016 email that the
8 defendants point to as being the smoking gun, except
9 that Dr. Piazza explained what happened there.

10 They had a meeting a few days later.
11 Mr. Dziubla and Mr. Fleming came hat in hand looking
12 like homeless people begging for more money and saying,
13 We need to remove the minimum raise, but once we do
14 they're all lined up. We're ready to go.

15 That's additional fraudulent inducement well
16 beyond that May 12 of 2016 email.

17 I could go on. I won't belabor it too much
18 right now, but those facts show that this is a
19 continuing fraud.

20 Now, there are the causes of action. The
21 plaintiff has causes of action for fraud and
22 intentional misrepresentation, conversion, civil
23 conspiracy, breach of contract, breach of the implied
24 covenant of good faith and fair dealing, intentional
25 interference with prospective economic advantage, and

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 negligent misrepresentation. There are also
2 counterclaims that are for intentional interference
3 with contractual relationships, conversion, civil
4 conspiracy, judicial foreclosure, and waste.

5 Now, I've walked through in my brief and
6 talked about bifurcating the claim. It's our position
7 that bifurcating this case is going to cause
8 essentially two trials to happen, duplicative evidence,
9 all those different things. However, if the Court
10 wants to bifurcate this trial and it chooses to do so,
11 I've also outlined exactly how that has to go.

12 The fraud in the inducement claims have to go
13 first. Because that would -- if the contract is deemed
14 void, rescinded, whatever it turns out to be because of
15 the fraud in the inducement, all the rest of the claims
16 go away and the Court doesn't have to try the rest of
17 the case.

18 I walked through --

19 THE COURT: So what you're saying is this.
20 You're saying, Look, Judge, if there's fraud in the
21 inducement, there can't be a breach of the construction
22 loan agreement.

23 MR. ALDRICH: Correct.

24 THE COURT: I understand.

25 MR. ALDRICH: And so if there's going to be a

1 bifurcation, those have to go first.

2 Then if the Court finds that there's not
3 fraud, then we can fight about how the agreement went
4 down and who's in breach and all those different
5 things. And I walked through these cases.

6 THE COURT: And I want to make sure I'm clear
7 on this. Are there any remaining equitable claims?

8 MR. ALDRICH: That's a good question.

9 Because -- I don't think I have a second
10 amended complaint with me.

11 We certainly have -- could amend once we have
12 all the evidence, too, to assert some equitable claims,
13 rescission, or something like that. As I stand here
14 today, your Honor, I can't remember if we have an
15 asserted rescission as a possible remedy in the second
16 amended complaint. I don't remember.

17 But certainly the fraud claims are either
18 common law based. I think they're probably ripe for a
19 jury. I will say this, there is --

20 THE COURT: And you know why I asked that
21 question, because if it's at law, the jury decides, or
22 the ultimate fact finder.

23 MR. ALDRICH: Correct.

24 THE COURT: If it's an equitable claim, the
25 trial court decides.

1 MR. ALDRICH: The Court does. I understand
2 that.

3 We do have, I guess, an issue as to whether a
4 jury is appropriate here or not. The construction loan
5 agreement says that there's a waiver of that jury
6 trial. The defendants actually filed a request or
7 demand for jury trial. And when they did, so did we.

8 And so, I mean, our position, I guess, would
9 be with those claims that are appropriate before a
10 jury, they should be put there because they've been
11 waived, or that that waiver of a jury trial regardless
12 has been waived because the defendants filed a demand.
13 We filed it too.

14 THE COURT: That's an interesting issue.

15 MR. ALDRICH: It is interesting.

16 THE COURT: Before I comment on that, before I
17 make a decision, unless there was an agreement, I'd ask
18 for full briefing on that because that's a fascinating
19 issue.

20 MR. ALDRICH: And your Honor probably doesn't
21 remember because this was a long time ago, but I argued
22 this issue in front of the Court many years ago on
23 another trial I had in front of the Court. And that's
24 what the Court made us do in this instance as well.

25 THE COURT: I never rush to judgment,

1 Mr. Aldrich.

2 MR. ALDRICH: Understood. I -- it came up, so
3 I just raised that issue.

4 THE COURT: Yeah.

5 MR. ALDRICH: But --

6 THE COURT: Well, at least I'm consistent;
7 right?

8 MR. ALDRICH: That is correct.

9 THE COURT: Yes.

10 MR. ALDRICH: But the bottom line, back to the
11 motion to bifurcate, I cited the Awada case. I walked
12 through that. I won't read the Court the quotes, but
13 it makes it pretty clear fraud in the inducement comes
14 first. The only case that was cited by defendants in
15 their brief was a federal court case. And they -- they
16 did bifurcate in that, but they bifurcated fraud claims
17 related to a separate sales agreement versus the other
18 issue involved.

19 So in this instance, as I said before, it's
20 really one continuous fraud, and it should be tried --
21 really it should be tried together. But if the Court
22 is going to bifurcate, the fraud claims should go
23 first.

24 Does the Court have more questions for me?

25 THE COURT: No, sir.

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 MR. ALDRICH: All right. Thank you for your
2 time.

3 -o0o-
4 (Recess)
5 -o0o-

6 THE COURT: All right. Mr. Greer.

7 MR. GREER: Yes, your Honor.

8 Mr. Aldrich stated that this is an ongoing
9 continuous fraud because -- in part because Las Vegas
10 Development Fund continued to accept money for
11 marketing, even after May 2015.

12 But what is disingenuous about that is prior
13 to May of 2016, monies coming from Front Sight were
14 given to EB5 Impact Capital Advisors in order to do
15 specific things like set up a resources -- a regional
16 resources center, set up a team of brokers and agents,
17 establish the infrastructure for EB5 fundraising
18 operations.

19 After May 2012 the rules changed because
20 there's a new agreement, and the agreement at that
21 point in time is there's no money given, just checks
22 cut over to Las Vegas Development Fund with them having
23 the discretion to then go out and spend it on marketing
24 and then, you know, report to Front Sight in some way.

25 No, at that point in time Front Sight said, In
light of the fact that we're not going to make all the

1 money that we thought we're going to make sure, I guess
2 haven't achieved the goals that we were aspiring to,
3 from now on out, we're not going to pay up unless you
4 give us money.

5 And so at that point in time, after the
6 May 2016, every bit of money that Mr. Piazza and
7 Mr. Aldrich are saying were for marketing, that was for
8 performance. Checks weren't given to -- if there were
9 some given to the Capital Advisors and Impact Advisors;
10 some were given to LVD Fund. But they were all after
11 monies were released from escrow to Front Sight, then
12 the performance payment was given.

13 So that's -- that's, again, a reason to
14 bifurcate because there is no issue of how that money
15 was to be spent. Front Sight had no control over how
16 that money was to be spent. Las Vegas Development Fund
17 had no obligation to tell Front Sight how it was
18 spending that money. All that Las Vegas Development
19 Fund had to do was go out, get capital, give it to
20 Front Sight, and get paid for doing so.

21 So it also shows how it's disingenuous to say
22 that Front Sight -- that LVD Fund stopped marketing at
23 that point in time because LVD Fund kept getting
24 capital, knew EB5 investors were coming in. They were
25 putting their money in the escrow, and that money was

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 being given to Front Sight. Front Sight, then, in
2 return paid the progress payments, the performance
3 payments.

4 So, again, very, very separate and distinct
5 contract, separate and distinct relationship.

6 This argument coming up, again, about some
7 fraud in the inducements, alleviating Front Sight from
8 the obligation to pay the loan. I still have yet to
9 figure out how that fits in. I don't think fraud in
10 the inducement is going to be any legal basis to not
11 pay the interest and be -- and comply with the
12 construction loan because it's the EB5 investor's
13 money. They are the persons who are putting up the
14 capital. They're the ones that need to be protected
15 here. They're innocent third parties, and we know
16 that. We've supplied the Court with the law. This
17 unclean hands doctrine does not apply to this situation
18 where to do so would affect innocent third parties.

19 Lastly, on the issue of the jury, we put up --
20 we did a jury demand just to protect the rights, the
21 ability to do so later. We still have the ability to
22 waive that, I believe, and withdraw it.

23 THE COURT: What's the impact for the
24 construction loan agreement and the provisions pursuant
25 to the contract where there's a waiver of the right to

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 a jury trial? I mean -- and understand, that's not
2 being briefed today. I'm not going to decide that
3 issue.

4 But here's my thought. And one of the things
5 as a trial judge -- and, I mean, I don't know where
6 we're going to, ultimately, end up with this case,
7 whether it's going to be a bench trial, jury trial, or
8 whatever. I mean, I don't know because it hasn't been
9 fully vetted and briefed, and I will not decide that
10 issue until I'm sure; right? And that's how I do it.

11 But one of the things I always contemplate and
12 I spent a lot of time on -- for example, tomorrow we're
13 having a jury come in; right? We'll have about 100
14 panel members. And I actually conduct a very extensive
15 voir dire of the panel. And there's -- there's two
16 focuses for me. And one is I just want to make sure
17 the jury understands why they're there; right? And I
18 go through this whole litany of discussions regarding
19 the history of this nation.

20 But I have another series of questions
21 regarding the process itself. And the -- and I want to
22 make sure the jury will follow the instructions of the
23 Court, even if they disagree. Right? Because it's
24 very important we don't have jury nullification.

25 But there's another focus I give, and it's on

1 the "you can't rush to judgment," and it's so,
2 important. It really and truly is. Even as a trial
3 judge, I have to sit back and make sure I hear all the
4 facts and those types of things. Because when I
5 explain to the jury the protocol of how the trial will
6 proceed, and, you know, you can't even make your
7 decision until at the very end when you have the
8 instructions, and you've listened to all the evidence,
9 and that's when you deliberate.

10 And so in this case I can't rush to any
11 conclusion; right? And here's my point. For example,
12 we still have a pending fraud in the inducement claim;
13 right? Still there. And so with that in mind, how can
14 I decide the breach of the construction loan
15 separately? And before but not at the same time that
16 the fraud, the fraud in the inducement claims, are
17 being decided?

18 MR. GREER: We agree, your Honor.

19 THE COURT: You see where I'm going on that?

20 MR. GREER: Absolutely. Absolutely. Because
21 in both case --

22 THE COURT: Yes.

23 MR. GREER: -- after you bifurcate, there
24 is -- if there is a surviving fraud in the inducement
25 claim, it has to be heard first on both cases.

1 THE COURT: Right.

2 MR. GREER: The difference here is one -- two
3 things. One with regard to the jury question, your
4 Honor, which applies to this, when we -- when we demand
5 a jury, remember there are cases -- there are claims in
6 the complaint that have nothing to do with the
7 construction loan agreement.

8 The Impact Advisors allegations, we have
9 people that aren't parties to the construction loan
10 agreement, so that jury demand is two things that can
11 be tried as to a jury. Even though we've requested a
12 jury, we can't try the equitable claims that are in
13 there.

14 THE COURT: We can all agree on that.
15 Absolutely.

16 MR. GREER: Right. And you know what, your
17 Honor, we can't do the contract either. That's -- if
18 there are claims in the complaint which should not be
19 heard by a jury, then the jury demand doesn't all of a
20 sudden make them able to be heard by a jury demand --
21 by a jury. So it's -- I would say that the contract
22 claims and the equitable claims will be handled
23 similarly. And we have to include it as a demand
24 because there are all kinds of causes of action in
25 there involving claims and parties that aren't related

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 to the construction loan agreement.

2 So with regard to the fraud in the inducement,
3 I think on the bifurcation case, you would hear the
4 fraud in the inducement claims first.

5 But I think why this makes this such a quick
6 trial and allows us to move quickly on the loan
7 agreement is once the evidence comes forward here, what
8 are the allegations that you say were made that you
9 relied upon in fraud and fraudulently induced you to
10 enter into a construction loan agreement, well, because
11 of this email in May of 2016 where everybody agreed,
12 not going to go bring in 50 million, not going to bring
13 in 75 million, not going to bring in 35 million. We
14 have millions in the bank. That's it. Let's decide
15 what we're going to do.

16 There is just no fraud in the inducement
17 evidence that goes into the bifurcated trial for the
18 construction loan agreement.

19 And they can't in good faith say that, I
20 believe that they were going to make this 75 million
21 and that's why I entered into the construction loan
22 agreement, because right there in May of 2012 they all
23 agreed it wasn't going to happen.

24 So any of the fraud in the inducement claims
25 would end at that point. And I think that issue should

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 be tried and the bifurcated case involving the
2 construction loan agreement, it will just be a very
3 quick, short part of the trial. And it will be heard
4 by your Honor because that relates to the construction
5 loan agreement, which all the parties have waived jury
6 to.

7 So I think that even though fraud in the
8 inducement will be heard first, it will be dealt with
9 in short shrift in the loan agreement case; whereas, it
10 will be the primary focus and a very lengthy process in
11 the engagement letter case.

12 THE COURT: Okay. What do you think about
13 that, Mr. Aldrich? What do you think? Because --

14 MR. ALDRICH: Well --

15 THE COURT: -- it does appear to me -- and I
16 understand I haven't been fully briefed on it.
17 Typically we do briefing on this issue. But the fraud
18 has to have some sort of an impact; right?

19 MR. ALDRICH: It has to what? I'm sorry.

20 THE COURT: It has to be an impact on how the
21 case proceeds procedurally.

22 MR. ALDRICH: Yes.

23 THE COURT: As long as it's a viable claim.

24 MR. ALDRICH: Yes.

25 THE COURT: We can all agree with that; right?

1 MR. ALDRICH: Yes.

2 THE COURT: So I think what Mr. Greer was
3 saying -- and, of course, I know you don't agree with
4 this aspect of it because I was going to say. I guess,
5 he's kind of agreeing that maybe the fraud would have
6 to be tried at the same time of the construction loan
7 agreement case. You don't agree with that. I think
8 you probably disagree with the time it would take to
9 try that component, I understand that, but what's your
10 take on that?

11 MR. ALDRICH: Well, my take on it is as I said
12 before. This is one scheme and it has gone on
13 through -- we can say it's through two agreements. But
14 remember what Mr. Dziubla has said about -- during the
15 testimony. Now I am going off of memory, and I can
16 pull it out and look at it if I -- if it turns out that
17 defendants disagree with what I say. But I've already
18 said one thing, which was he said that LVDF, Las Vegas
19 Development Fund, took over the marketing for EB5 IA
20 once the agreement was signed.

21 Well, that's -- that's not consistent with the
22 money that he took and the way things were done. He
23 shut -- he also said that the engagement letter was
24 extended by gentleman's agreement until he decided to
25 do away with it. Well, those are -- how does that

1 work?

2 I mean, there are -- all of these things are
3 so intertwined, I think it's difficult to separate
4 them. But nonetheless, you absolutely have to do the
5 fraud issues first regardless, and I've already kind of
6 gone through today what those issues are, even related
7 to the CLA, to the construction loan agreement, if the
8 Court decides to bifurcate those issues. But this is
9 a -- this is an ongoing fraud over a long period of
10 years.

11 And I will remind the Court in making this
12 decision right now, please remember, I have a motion --
13 we're -- still haven't talked about the subpoenas. I'm
14 asking for bank records. Why? Because my client has
15 given over \$500,000. When the Court ordered an
16 accounting from EB5 IA, we got some documents. Okay.

17 I've got an accountant waiting for more
18 documents, and he can give us a report. And he may
19 just have to give me a report on what he needs. But
20 they're here saying, Your Honor, bifurcate right now.
21 Right? But we don't have the evidence that we need.
22 We're going to talk about the bank records in a few
23 minutes. But this is all very significant stuff
24 because my client paid \$500,000 over the course of two
25 agreements, by the way, to have this project go

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 forward.

2 And so that is significant because all of
3 those things are going to matter as we go forward to
4 try this case.

5 THE COURT: And here's my next question. If
6 the fraud in the inducement is tried at the same time
7 the breach to the construction loan agreement is tried,
8 what's left?

9 MR. ALDRICH: If -- I think it tries the whole
10 thing. If we do fraud in the inducement -- because as
11 I'm standing here telling the Court, it starts in 2012,
12 2013, and it goes really to current. And that is all
13 the issues are going to be resolved, in that one trial.
14 That will include the fraud in the inducement, it will
15 include the contract claims, the counterclaims, all of
16 it, which is why our initial position is the Court
17 shouldn't bifurcate. We should just try the case.

18 THE COURT: I get that. But my question is
19 this: If I throw in the fraud claim with the
20 construction loan agreement, I know Mr. Greer feels
21 that will be a very short part of the presentation of
22 evidence. I'm quite -- and this is a one -- I just
23 know this. It would be -- your position would be the
24 exact opposite. It would be, Judge, we're going to --
25 it's going to take days to try the fraud in the

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 inducement.

2 MR. ALDRICH: Of course.

3 THE COURT: Of course, right. I just know.

4 MR. ALDRICH: Of course.

5 THE COURT: And so -- and I was just looking
6 at it from this perspective: If you have a fraud, you
7 have a breach of contract, what's really left? I mean,
8 you might have some affirmative defenses. You might
9 have estoppel, waiver. I mean, I don't know. I'm just
10 trying to think off the top of my head. But ultimately
11 rescission.

12 But what's left? Because those would all -- I
13 think, probably whatever affirmative defenses and the
14 like would be available would stem directly from the
15 facts as it relates to the allegations of fraud and the
16 allegations of breach of the construction loan
17 agreement.

18 Am I missing something?

19 MR. ALDRICH: No. In fact, if there were
20 anything left, especially reputable things that were
21 left or whatever, your Honor, whether it was a jury or
22 bench trial would have sat through it, and would
23 probably be in a position to either just make a
24 decision on those issues or at least request briefing
25 based on what was already done and then make a decision

1 on those issues. So that would seem to me to be more
2 efficient just to do it all together.

3 THE COURT: All right. The only reason why I
4 bring this up, I remember it was -- at one time I had a
5 case, and it was specifically dealing with equitable
6 indemnity issues; right? And so at first blush when
7 you're dealing with equitable indemnity, there's no
8 contract, no contractual indemnity. And I had a
9 question for the lawyers. I said, Okay. In an
10 equitable indemnity scenario, who do you try the case
11 in front of? Right? And we had a real long discussion
12 on that.

13 MR. ALDRICH: Um-hum.

14 THE COURT: And it actually ended up with some
15 briefing. I think I know the ultimate answer to that
16 question, but it's -- it's a fascinating issue. So
17 that's why I brought it up. And we're clear, no one is
18 disagreeing about equitable claims are tried to the
19 Court, but I'm just looking at it from this
20 perspective. Because if I bifurcate and we have to
21 have the fraud heard at the same time or breach of the
22 construction loan agreement, what is left to try?
23 That's my point.

24 MR. GREER: I have the answer.

25 THE COURT: All right.

1 MR. GREER: So, your Honor, this shows exactly
2 why the Court really must bifurcate. Because if you
3 bifurcate, then the question in the case first will be
4 was there fraud in the inducement. And your Honor will
5 then look at that evidence and determine whether the
6 evidence applies to the construction loan agreement or
7 not.

8 And this is the important part. Because if
9 the Court decides that neither that inducement goes to
10 the contract, your Honor hears that, your Honor hears
11 that theory, your Honor makes that decision, your Honor
12 makes the decision first as to whether it was evidence
13 of fraud in the inducement. Anything your Honor says
14 wasn't related to the construction loan agreement then
15 goes to the jury.

16 If your Honor doesn't bifurcate and hear this
17 first, the jury winds up getting -- making decisions
18 that the judge -- that your Honor later has to make
19 because it relates to the construction loan agreement,
20 we could have disparate rulings. And it's clear that
21 if the judge is going to rule on something, the judge
22 has to rule on it first. And so by bifurcating --

23 THE COURT: But what would be left?

24 MR. GREER: What would be left. Here's --

25 THE COURT: Here's my question.

1 MR. GREER: Just --

2 THE COURT: And -- and -- and these are just
3 thoughts. This is not a decision I've made. These are
4 just issues that I've thought about.

5 For example, would the fraud in the inducement
6 issue be heard by me as a trial judge based upon the
7 waiver language contained in the construction loan
8 agreement?

9 MR. GREER: Yes.

10 THE COURT: These are just thoughts.

11 MR. GREER: Yes, that is --

12 THE COURT: And I don't want to cut you off,
13 but put a big question mark after I say that. Right?
14 I'm not saying --

15 MR. GREER: I think the language is pretty
16 clear. It says anything relating to a dispute over
17 this agreement, which would inherently include fraud in
18 the inducement, your Honor decides.

19 THE COURT: Okay.

20 MR. GREER: It's big capital letters all the
21 way through. And so --

22 THE COURT: My point is I'm just making a
23 statement. That's all I'm saying. Put a question
24 mark.

25 MR. GREER: Okay.

1 THE COURT: I don't know the answer to that.
2 That's a question that's so obvious to me.

3 MR. GREER: Then you said what's left. Well,
4 there's still -- with regard to the -- you have to go
5 then over to the Impact Capital advisor group, and
6 there is allegations of how they spent their money.
7 How the money was spent is a big contention that Front
8 Sight is trying to tie into this whole thing, but there
9 is actually two different types of money here. There's
10 money given to Capital Advisors that Front Sight is
11 saying wasn't spent efficiently in marketing, and they
12 feel they had more say and control over that money
13 than -- than they got.

14 And then after May 2016, you have the -- the
15 performance bonuses, which Front Sight had no control
16 over, no ability, no right to even know where it went.
17 So when Mr. Aldrich said we spent over \$500,000 here,
18 well, that's right. It's maybe \$360,000 to EB5 Impact
19 Advisors, 140 over here to Front Sight. I don't
20 know -- to LVD Fund. I don't know how it balances out,
21 but there is two different types of payments, two
22 different amounts. And those are two different trials.

23 So if the judge -- your Honor bifurcates the
24 case, looks at the fraud in the inducement argument,
25 determines, you know what, this fraud in the inducement

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 evidence does not apply to the construction loan
2 agreement, therefore, jury, it's going to go to you and
3 you can deal with it on the capital advisor case.
4 Conversely, if your Honor says that it does apply, then
5 your Honor makes a decision on that fraud in the
6 inducement evidence at that time so that the jury
7 doesn't make a decision, a duplicative decision later
8 when we go back to them over to the other case
9 involving Capital advisors and which there are still
10 issues that will remain as to how the money was spent,
11 did Front Sight have the right to control that money,
12 was -- you know, did -- Impact Capital advisors somehow
13 breach any duty they had to Front Sight, which is all
14 jury. All jury.

15 So really the only logical way to make it work
16 and avoid duplicative decisions and to efficiently get
17 the process done is to bifurcate. And I think it will
18 have to be bifurcated eventually. I'm confident
19 enough, almost 100 percent. The question is do we do
20 it now versus later. We're pushing for us to do it now
21 because doing it now has the added benefit of allowing
22 the construction lender funded by EB5 investors to move
23 quickly through this process to get final determination
24 before the Court.

25 Because it's -- your Honor -- I think your

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM

Pursuant to NRS 239.053, illegal to copy without payment.

1 Honor is going to have to bifurcate it at some time.

2 So anyway, that's what I have to say.

3 THE COURT: And here's just one other thought.
4 I was listening, and I think it only goes one way. If
5 someone disagrees, that's okay, and you can tell me
6 why.

7 But if I make a determination -- for example,
8 I haven't looked at the language, and this isn't that
9 specific motion as it relates to the waiver of the jury
10 trial and its impact pursuant to the language contained
11 in the construction loan agreement. But if I make a
12 determination that there's a nexus between the
13 construction loan agreement and the allegations of
14 fraud in the inducement, it would appear to me as a
15 matter of law that has to be decided by the terms and
16 conditions as set forth in the construction loan
17 agreement, versus if I make a determination that
18 they're unrelated, then maybe they're tried separately.
19 I don't know.

20 MR. GREER: That's exactly what would happen.

21 THE COURT: But those are just my thoughts
22 from a legal analysis.

23 MR. GREER: I think that's the logical way
24 that it works out.

25 THE COURT: Okay. Just -- Mr. Aldrich. You

1 can -- we're just having a dialogue here. Then I'll
2 make some decisions.

3 MR. ALDRICH: Okay. So, I mean, I've kind of
4 said my piece. I will clarify. Mr. Greer was
5 explaining that EB5 Impact Capital Advisors is actually
6 the regional center, and I don't believe that it was
7 the one that was paying money out, due to the
8 marketing. I believe that was EB5 Impact Advisors.

9 And so that may help with, you know, some of
10 the confusion, kind of -- sorry, kind of goes to my
11 argument that it's all kind of one in the same. But, I
12 mean, I've kind of -- I'm kicking a horse that's down
13 already at this point. I mean, our position is that
14 the fraud covers the whole time and it should not be
15 bifurcated. But if the Court is going to bifurcate
16 it --

17 THE COURT: No, no.

18 MR. ALDRICH: -- we got to do the --

19 THE COURT: I'm not sure.

20 MR. ALDRICH: -- I don't have anything else to
21 add.

22 THE COURT: Okay. But I think -- would you
23 agree with this or disagree that if -- and my question
24 is this: That if the fraud is somehow linked to the
25 construction loan agreement, then the language in the

1 construction loan agreement would dictate how we
2 proceed procedurally as it relates to a jury trial or
3 non-jury trial?

4 MR. ALDRICH: That's a good question.

5 THE COURT: That's what my --

6 MR. ALDRICH: Probably needs some briefing;
7 right? Because my position is that we were defrauded
8 into entering in that agreement in the first place.

9 THE COURT: Right.

10 MR. ALDRICH: So to me fraud claims -- there
11 are common law fraud claims. They're legal questions
12 and should be in front of a jury. I mean, I recognize
13 that there's a construction loan agreement that has
14 this waiver of a jury trial in it, and now I've already
15 expressed my position that that's waived anyway. And
16 so, you know, I guess, I would disagree to some degree,
17 because I think that they are common law claims that
18 should be heard in front of a jury. And fraud.

19 MR. GREER: If I can, I think the law says
20 there is a lot of law on this in the arbitration clause
21 that I think applies equally to the jury waiver clause.

22 THE COURT: There is no doubt --

23 MR. GREER: Because you have to show fraud in
24 the inducement of the particular clause in order to --
25 to get around a clause that's in the agreement.

1 Fraud in the inducement of the agreement
2 itself does not get you around an arbitration clause.
3 It won't get you around a waiver of jury trial clause.

4 THE COURT: But, I mean, like the seminal case
5 involving the arbitration, enforceability of
6 arbitration clauses would be -- I think it's the AT&T v
7 Concepcion case that was decided by our United States
8 Supreme Courts, probably about six, seven, eight, nine
9 years ago. And that specifically dealt with the
10 enforceability of the arbitration clauses.

11 What was unique about that, I mean, waiver of
12 the right to a jury trial under the arbitration in a
13 consumer contract setting, what's unique about that,
14 that was actually a class action case. That is my
15 recollection. I haven't read it in a long time.

16 But -- and -- and I think the United States
17 Supreme Courts said the typical defenses of procedural
18 and substantive unconscionability didn't apply, because
19 I think that's a California case. And typically that
20 was a defense, and they actually overruled the
21 California Supreme Court in that case.

22 And -- but interesting. Because here's my
23 thoughts. And this is one of those -- I mean, normally
24 I don't -- it's rare that we bifurcate cases. We have
25 Nevada case law that stands for the proposition that if

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 the damages and liability are intertwined, it would be
2 abuse of discretion for the trial court to grant
3 bifurcation under those conditions, you know.

4 And, however, regardless of the -- whether you
5 get a jury trial on one issue or not, or whether
6 there's been a waiver or not, I do think that at the
7 end of the day, the fraud can't be bifurcated from the
8 breach of the construction loan agreement.

9 Now, I've had other thoughts, and I'll just
10 throw this out. And this is one of the reasons why,
11 when it comes to cases that might be somewhat more
12 complex procedurally, and we've done this many times in
13 this department. That's why we have trial protocols.
14 And I think everybody understands what that means.

15 And so this is what I'm going to do for now:
16 I'm going to deny the motion to bifurcate without
17 prejudice.

18 And this is why: I feel that before I make a
19 final decision, we have to vet, unless we have some
20 sort of an agreement, as to specifically whether that
21 fraud claim comes up under the terms and conditions as
22 set forth in the consumer loan agreement. Although, if
23 you want to do briefing on that, then we can.

24 And just as important, if I rule that they do,
25 then I probably would bifurcate those out and have

1 those tried together, if you understand what I'm
2 saying.

3 MR. GREER: I don't think we can bifurcate
4 just the fraud claims, though.

5 THE COURT: No, no, no. I'm saying I will try
6 the construction loan agreement along with the -- with
7 the fraud claims in the inducement together.

8 MR. GREER: And then to the extent they apply,
9 they're determined. To the extent they don't apply and
10 they relate to the other acts, then they're tried with
11 the jury in the other action.

12 THE COURT: Potentially, yes.

13 MR. GREER: Okay.

14 THE COURT: You see what I'm saying,
15 Mr. Aldrich?

16 I think -- I'm not going to sit here and say,
17 Look, sir -- and that's why I denied the motion -- that
18 I'm not going to make a determination that the fraud
19 claims as a matter of law without having briefing on
20 the language as contained in the construction loan
21 agreement stands for a waiver of your client's right to
22 a jury trial as it relates to the fraud claims, without
23 having full briefing on that issue.

24 I do think they're related. Right?

25 Just as important, too, looking at this, and

1 this is where I think we need to dig a little deeper,
2 would fraud be -- if there's a determination of fraud,
3 what impact does that have on the construction loan
4 agreement? Right?

5 It's your position that it would be -- that it
6 would -- that the construction loan agreement would be
7 void and/or voidable, I think, right?

8 MR. ALDRICH: Yes.

9 THE COURT: I understand that.

10 And I know Mr. Greer doesn't agree with that,
11 right?

12 But those are issues -- those are somewhat
13 complex issues that we don't see every day, right? I
14 mean, everyone here might see them, but I don't.

15 But -- and so -- pardon?

16 MR. GREER: So if -- if --

17 THE COURT: Go ahead.

18 MR. GREER: So, your Honor, if I go up to a
19 friend and, you know, and he wants to borrow some
20 money, and I -- I pull out my pocket, I have 20 bucks.
21 I can only lend you 20. Well, I need 40. I can only
22 lend you 20. Right?

23 Then I go back around the corner and reach in
24 my other pocket, I got another 20. My friend sees it
25 and he says, You lied to me. You had 40. You said you

1 only had 20. I'm not going to pay you your 20 back,
2 because you only gave me 20 when you had 40.

3 I'm not seeing how that has any impact on his
4 ability, his obligation to pay the money back.

5 THE COURT: Well, here's -- well, here's the
6 thing. And I'm not necessarily saying that, and I
7 don't think -- I don't think plaintiff is taking a
8 position that they don't have to repay the funds, the
9 \$6 million.

10 Is that a position you're taking?

11 MR. ALDRICH: Your Honor, I think that that
12 all kind of remains to be seen at the end, whether
13 they -- I certainly see the scenario where they didn't
14 pay back the \$6.3 million. There is also an argument
15 to be had about damages. And all this is kind of
16 addressed in the other motion that's out there.

17 THE COURT: I understand.

18 MR. ALDRICH: But --

19 THE COURT: I do. But I think we're -- I
20 think we can't simplify it in this regard. Say, if we
21 change our scenario slightly, where your friend came to
22 you and said, Look, you know, I can raise \$100,000 for
23 you. And I got all this money set aside. And we can
24 go ahead and start some improvements, and those types
25 of things. And, yeah, I'm sure you can get the

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM

Pursuant to NRS 239.053, illegal to copy without payment.

1 \$100,000, and lo and behold, it comes to light that
2 maybe you can't get that 100,000. And whether you knew
3 or should have known, that is a different issue. And
4 you can only get 20.

5 MR. GREER: Yes.

6 THE COURT: And what impact does that have on
7 the friend?

8 MR. GREER: Is it different, though, if he
9 says, you know what, I can only get 20. That's all we
10 got. You want me to give the 20 back to the people I
11 raised it from? Or let me give it to you to for the
12 loan -- you make the call. Clearly, I couldn't come up
13 with what I said earlier I was going to come up with.

14 So -- and then if you take the 20, I think you
15 have to pay it back with interest and terms, and I
16 don't think that you can benefit from knowing that
17 you're -- that the guy couldn't raise the whole
18 hundred, and then take his 20 and take advantage of it.

19 THE COURT: And -- and this is important to
20 point out. And understand, I try to think and make
21 statements that are qualified. And there's a reason
22 for that.

23 Understand, I think when we had this
24 discussion, I said it was based upon the current
25 procedural posture of the case, right? And so I

1 haven't thrown out the fraud claims as a matter of law,
2 have I?

3 MR. GREER: No, sir.

4 THE COURT: You see where I'm going?

5 MR. GREER: Okay.

6 THE COURT: I can't -- it goes back to my
7 statement, remember, I made regarding I can't rush to
8 judgment.

9 MR. GREER: Yes.

10 THE COURT: Right?

11 MR. ALDRICH: Correct.

12 THE COURT: Yeah. And that's why I said all
13 that, you know. I understand everybody's respective
14 position. I do get it.

15 But until certain claims are peeled off or
16 whatever, or are still part of the case, I look at it
17 this way: Everything is still there.

18 Right, Mr. Aldrich? It's still there.

19 MR. ALDRICH: Yes.

20 THE COURT: And so I think -- and I think
21 that's when judges get in trouble from an appellate
22 perspective, when they rush to judgment. Because you
23 can, ultimately, maybe be right, but -- after it's all
24 said and done, but if you don't go through the process,
25 we're going to say you're wrong.

1 Right, Mr. Aldrich?

2 MR. ALDRICH: That's correct.

3 THE COURT: Yes.

4 MR. ALDRICH: Okay.

5 THE COURT: So where do we go from here?

6 And that's without prejudice. I just want to
7 make sure you understand that.

8 MR. GREER: Sure.

9 THE COURT: Because I do think -- and I don't
10 mind saying this. On some level we're going to have to
11 revisit, and maybe this might even go to an issue more
12 of trial protocol. But we're going to have to revisit
13 how these cases ultimately are going to be tried.

14 All right. And I don't know the answer to
15 that yet. And I rely on counsel to help me out on
16 that.

17 MR. ALDRICH: Understood.

18 THE COURT: Okay. So.

19 MR. ALDRICH: The -- I think the -- you know,
20 the supplemental Rule 16, or 16.1, whichever qualifies
21 as conference related to the counterdefendants and then
22 the discussion of the NRCP 65(a)(2) notice.

23 THE COURT: Okay. Let's go to the Rule 16
24 issue.

25 MR. ALDRICH: Okay. So in this respect, I

1 mean, I think the issue there is the deadlines that are
2 in the current joint case conference report, I should
3 have looked at it before I came.

4 I don't know if, Kathryn, if you know what
5 they are.

6 MS. HOLBERT: Yes.

7 MR. ALDRICH: I want to say trial is like a
8 year from now, and experts are due in, like, June.

9 THE COURT: Right.

10 MR. ALDRICH: I'm -- I mean, for purposes of
11 the conference today, obviously the defendants want to
12 start some discovery on the counterclaims because they
13 want to have that conference, and then if the Court is
14 inclined, we need to talk about when we're going to
15 really try the case. If the Court wants it to be
16 different than what's in there in -- in the judgment of
17 conviction right now.

18 MS. HOLBERT: Right. And typically for the
19 purposes of the supplemental case conference report is
20 do you agree with the current dates or not.

21 THE COURT: Right.

22 And, Ms. Holbert, where should we go on that?
23 What's your -- do we hold -- because this is kind of --
24 this is kind of interrelated to the notice I gave
25 regarding -- what was that? Let me see here.

1 Yeah, the status check regarding 65(a)(2)
2 notice; right?

3 MS. HOLBERT: Correct. Yes, I think we're --
4 we're doing those together.

5 MR. ALDRICH: They seem to go together.

6 THE COURT: They do.

7 MS. HOLBERT: Yeah.

8 THE COURT: That's my point.

9 MS. HOLBERT: Right. Really the main thing
10 that we wanted is that the supplemental case
11 conference, that provision of the rule is then
12 satisfied. That's what we wanted today so that we can
13 begin discovery on those. I think the broader question
14 of can we move the trial up, do the dates stand as is
15 goes more into the notice issue.

16 THE COURT: Right. So any objection to this
17 meeting the requirements of 16.1 as it relates to the
18 additional claims?

19 MR. ALDRICH: The counter-defendants.

20 THE COURT: Counter-defendants, yes.

21 MR. ALDRICH: No.

22 THE COURT: Okay. So that's been handled.

23 MS. HOLBERT: Thank you.

24 THE COURT: All right. And, I guess, we -- we
25 will have to, I guess, lodge or just file the

1 supplemental report on that.

2 MR. ALDRICH: The supplemental --

3 THE COURT: 16.1.

4 MR. ALDRICH: -- joint case conference report.

5 THE COURT: Yes.

6 MR. ALDRICH: Correct.

7 THE COURT: Yeah. All right.

8 Next up would be Rule 65; right?

9 MR. ALDRICH: Correct. So --

10 MS. HOLBERT: Correct.

11 MR. ALDRICH: -- the Rule 65 notice plus, you
12 know, if we're going to change any dates in the
13 supplemental joint case conference report.

14 MS. HOLBERT: Right.

15 MR. ALDRICH: Those seem to go together. And
16 now seems to be the time to do it.

17 THE COURT: Right. But I don't know what you
18 want to do, I really don't, as far as dates are
19 concerned. Do we have some recommended dates?

20 MR. ALDRICH: I mean, we have dates in the
21 joint case conference report already.

22 THE COURT: All right.

23 MR. ALDRICH: Those are fine for me. I know
24 the Court has expressed a desire to go faster.

25 THE COURT: And there's -- there's a reason

1 why. And number one -- let me look here.

2 This is a business court case.

3 MR. ALDRICH: It is.

4 THE COURT: Everybody understands that.

5 I don't mind saying this. I spent more time
6 on this business court case than any business court
7 case I have, including some pretty complex shareholder
8 derivative actions involving strip resorts and -- and
9 other matters involving actions of political
10 subdivisions within the state of Nevada. I mean, I
11 have. And -- and notwithstanding they're all very
12 important. I don't mind saying that.

13 And so my point is this. I remember taking a
14 look at the rule, and this is an often overlooked
15 provision under Rule 65, I've done it in one other
16 case, and it just seems to me that from an efficiency
17 perspective, and that's more so than anything else, if
18 you have a potential contract in place that impacts
19 certain claims of whether there's a right to a jury
20 trial or not, that I've heard a lot of testimony. We
21 can all agree.

22 Just as important, too, some of the testimony
23 it reminded me of -- it was -- some of it was
24 deposition.

25 MS. HOLBERT: Yes.

1 THE COURT: Great. Right. It was.

2 So I just thought about it, and I said -- I
3 looked at the provision. And I said to myself, I'm
4 always told by our Supreme Court, and more specifically
5 I think this whole business court was the child of
6 Justice Hardesty, I think he started this. This is one
7 of his pet projects. And there's nothing wrong with
8 it. He wanted Nevada to become like the Delaware of
9 the west --

10 MS. HOLBERT: Right.

11 THE COURT: -- and have the specific business
12 court and the like. And so when I looked at
13 Rule 65(a)(2), and reflected a little bit, and it
14 provides as follows:

15 "Before or after the commencement of a
16 hearing of an application for preliminary
17 injunction, the Court may order the trial of
18 the action on the merits to be advanced and
19 consolidated with the hearing of the
20 application."

21 And I think I understand why. Goes to the
22 issue of efficiency; right?

23 MR. ALDRICH: Sure.

24 THE COURT: So where do we go from here?
25 Because those are my thoughts. And for the record, I

1 haven't made any decision. That was a lot.

2 MS. HOLBERT: I don't think we're opposed
3 with, you know, with consolidating the evidentiary
4 hearing with that.

5 Another issue that is on calendar today is a
6 status check regarding that evidentiary hearing.

7 Because, of course, we need to finish that.
8 So it's hard to talk about when we're going to set a
9 trial when we don't even know when the evidentiary
10 hearing is going to be done.

11 THE COURT: I agree, ma'am. I do.

12 MS. HOLBERT: Right. So I don't know really
13 what we take first, but if we're still doing the
14 evidentiary hearing in January, and haven't done some
15 of the other stuff, I don't know how we can do trial in
16 February.

17 THE COURT: I understand, ma'am. I do. I get
18 it.

19 MR. ALDRICH: Yeah. So my concern comes with
20 a couple of things. Number one, right now, experts are
21 set. Initial expert disclosure is March 5 of 2020,
22 which is just a little under five months away.

23 You know, we can move that up a little bit,
24 but I remind the Court we've still got discovery
25 battles to fight. If I lose those discovery battles in

1 a couple of weeks, then that may change a little bit.
2 But if I win and the Court gives them a reasonable
3 amount of time to provide the information I'm asking
4 for, that's going to push us, I'm assuming, you know,
5 close to the end of the month of November, or something
6 to that effect. I've got to have time to get that
7 stuff together, get experts and all that kind of stuff.
8 So that's where my concern comes.

9 You know, I'm fine with the current dates. I
10 understand why defendants wouldn't be. At the same
11 time, as the evidentiary hearing goes forward, I got to
12 be able to have discovery.

13 THE COURT: I'm not going to side step the
14 process.

15 MR. ALDRICH: I will -- correct. And I will
16 tell the Court my reading of Rule 65(a)(2), and I did
17 some research. I -- maybe 20 minutes, 30 minutes, just
18 to see what I can see about it. And really all I found
19 is it's the Court's discretion to do that.

20 And then it -- but it appears to me to be a
21 combining of trial and the evidentiary hearing.

22 THE COURT: That's -- I agree with all that.
23 I do.

24 MR. ALDRICH: Right.

25 So that's how I read it, which then leads to

1 this discussion where I'm saying I'm fine with the
2 dates as they are. But if we're going to move it, it's
3 got to be a practical amount of time to give us, you
4 know, a way to get it all done. And then -- and I just
5 have -- I just have a block of time. At the end of
6 April and early May, I can't have a trial, so ...

7 THE COURT: I understand.

8 MR. GREER: I can -- just two cents here.

9 And I also did a little bit of research on
10 this. It looks like the Court has discretion at the
11 end of this, of the evidentiary hearing, if the Court
12 looks like at that point in time it's got enough
13 evidence to make the decision that we made at trial, it
14 can be done.

15 And I think as we move forward here, I think
16 it's highly likely that by the time we get through this
17 preliminary injunction evidentiary process, your Honor
18 is going to have everything before the Court that it's
19 going to need to make that decision.

20 I don't see that -- I know we're talking about
21 discovery. This is all, in my opinion, extraneous
22 stuff because the real evidence is going on the stand,
23 and your Honor is going to have it. And that rule is
24 there so we don't have to put it on twice. And so
25 it's -- I think it's -- it would be more powerful then,

1 you know, summary judgment motion. But I do think if
2 the evidence plays out the way I believe it's going to
3 be, I think your Honor is going to be in a position
4 where you can do that, and not only make a ruling on
5 the preliminary injunction, but concurrently make a
6 ruling on the case. And that's I -- we would prefer
7 that. The sooner the better.

8 So -- and, I guess, that, again, would be
9 answered as we go forward, because I think Mr. Aldrich
10 is going to do a good job here and put on all the
11 evidence that support his, you know, fraud in the
12 inducement claim and all of his other causes of action
13 in order to get that preliminary injunction ruled on in
14 his favor, and in doing so I think he's going to show
15 all his cards. And at that point in time I think the
16 Court is going to be able to rule on behalf of the
17 defense, particularly LVD Fund on the issues involving
18 the loan. And we would encourage that.

19 THE COURT: Interesting.

20 MR. GREER: The Court has given notice to
21 everybody, so everybody has adequate notice if the
22 Court does that, makes that kind of decision.

23 THE COURT: What about -- and there's another
24 reason why I didn't think it would be -- represent a
25 significant problem in this specific case. Because

1 it's my understanding, Mr. Aldrich, you've already
2 retained some experts; right?

3 MR. ALDRICH: I have.

4 THE COURT: Yeah, one specifically related to,
5 I guess, the interpretation of the contract and/or
6 construction loan agreement and whether there's been
7 compliance or not. That's my understanding. Is
8 that --

9 MR. ALDRICH: Well, I have -- I have --

10 THE COURT: Whether --

11 MR. ALDRICH: I've submitted a declaration
12 from an EB5 expert.

13 THE COURT: Right.

14 MR. ALDRICH: And I've submitted reports, the
15 jobs report. I'm -- I -- I've got a financial expert.
16 I haven't produced a report from him yet because I
17 don't have all the information that I need.

18 Am I missing anything?

19 So that's it so far.

20 THE COURT: So, I guess your most significant
21 concern would be regarding the financial expert,
22 without enough information?

23 MR. ALDRICH: Yeah. I mean, right now that's
24 my biggest concern. And because experts aren't due for
25 a long time, I haven't done a formal --

1 THE COURT: I understand.

2 MR. ALDRICH: -- you know, sit down with them,
3 make sure they have every single thing they need and
4 all that kind of stuff. I mean, we're still in the
5 process of that, but it's -- I mean, it's happening.

6 MR. GREER: It's really just administratively
7 tabulating things because Front Sight knows every penny
8 that it gave to the defendants. It knows what its
9 alleged damages are. It's in control of that
10 information.

11 So even that is an easy issue to deal with.
12 And you want to make -- for the record, your Honor,
13 those -- the declarations are hearsay and should not be
14 admitted thus far. I think if counsel got his expert
15 on the stand and -- as he should, then it would be
16 admissible.

17 THE COURT: Don't worry about that. I mean, I
18 get that.

19 MR. GREER: Yeah. I mean that's dangerous.

20 THE COURT: Don't worry about that. Those
21 are -- I guess, you know, number one, the reports don't
22 get admitted into evidence. Many times lawyers don't
23 take depositions of experts because they want to limit
24 them to what's contained in their report. And I get
25 it. But you got to have live testimony. I understand.

1 So I'm not worried about that.

2 And you shouldn't have that concern. I mean,
3 ultimately, at some point if there are experts to
4 testify during our journey, they will, of course, have
5 to meet all the requirements under Hallmark. They do.
6 And -- and if they give you standard of care,
7 compliance, causation-type opinions or whatever it
8 might be, I understand that. So we're not going --
9 once again, I'm not going to rush to judgment. I've
10 never been reversed on rushing to judgment. I believe
11 in due process. I don't mind saying that.

12 So is this something we should visit a little
13 later? But I think there is -- even if we do that, we
14 still have to decide because this -- this is flowing in
15 now to the motions for protective order and/or motions
16 to compel, right? Because at the end of the day we
17 have to make a -- I have to make a determination on
18 discovery. And, I guess, the quicker specific
19 documents get in the hands of the plaintiff's expert,
20 it will, of course, accelerate the ability to prepare
21 for the ultimate determination, right?

22 Do you agree with that, Mr. Aldrich?

23 MR. ALDRICH: Yes.

24 THE COURT: Okay. So what do we --

25 MS. HOLBERT: I think, your Honor, if we can

1 just leave the dates as they are right now, you file a
2 joinder on behalf of the counter-defendants to the
3 current cases in a joint case conference report, and
4 then we revisit the issue.

5 But then we also need to set a continued date
6 to get a plan to finish the evidentiary hearing.

7 THE COURT: Right.

8 MS. HOLBERT: Will that work?

9 MR. ALDRICH: That's fine with me. We're here
10 in two weeks, or we can set a different one after that.
11 Two weeks may not be soon enough to make that --

12 MS. HOLBERT: To do what?

13 MR. ALDRICH: To discuss what we're doing on
14 the rest of the individual --

15 MS. HOLBERT: We just need a date, right?
16 From the Court. The Court's availability, right?

17 THE COURT: Right. Right.

18 MS. HOLBERT: Because you're not done, right?

19 MR. ALDRICH: I'm not done, that's correct.

20 THE COURT: They're not done.

21 How many days has it been now?

22 MR. ALDRICH: We've had four days of
23 testimony. One of them was real short, but four days.

24 MS. HOLBERT: And that's not on the 23rd,
25 right? That's just a law and motion calendar on the

1 23rd.

2 MR. ALDRICH: Correct.

3 THE COURT: Right.

4 How much more time do we anticipate,
5 Mr. Aldrich, as far as how many more days do you need?

6 MR. ALDRICH: Well, Judge, I got some experts
7 I got to call. And I don't have the discovery. I
8 mean, I realize it's a preliminary injunction hearing,
9 but the case has been pending over a year now. And
10 I -- I mean, we'll get to this in a couple weeks when
11 we come, but I've been waiting for supplemental
12 disclosures or a supplemental response or something for
13 months, with promises that they were coming, and then
14 they haven't come.

15 And so, you know, I mean, certainly another
16 day, maybe longer. But again, I mean, this --

17 THE COURT: Should we decide this on the 23rd?

18 MR. ALDRICH: Probably.

19 THE COURT: And I think for the 23rd, should
20 we set a status check for setting additional days for
21 the evidentiary hearing and testimony?

22 MR. GREER: What was that?

23 THE COURT: You're going to be here on the
24 23rd, at least for now. Assuming you're not in trial.
25 If you're in trial, Mr. Greer, I get it. We'll just

1 move it to a time convenient for everyone. And I hate
2 kicking the can down the road, but there still are a
3 lot of balls in the air, I think, right now.

4 MR. ALDRICH: Yes, please.

5 THE COURT: And then they're going to have to
6 fall ultimately.

7 But on the 23rd, we should plan on setting
8 more days for testimony, right? Within the next --
9 within that next month or so.

10 MR. ALDRICH: That's fine.

11 THE COURT: And maybe get everything
12 potentially done, except for experts. And maybe if we
13 can -- I'm not sure. But we'll talk about that on the
14 23rd, but we should definitely set a plan for -- for
15 who's anticipated the next witnesses will be and have a
16 time set for those witnesses.

17 MR. ALDRICH: Okay.

18 THE COURT: So, Ms. Holbert, do you agree?

19 MS. HOLBERT: Yes. Thank you, your Honor.

20 THE COURT: Okay. All right.

21 You got that? Status check regarding dates
22 for the evidentiary hearing schedule.

23 To my understanding, we might want it -- it
24 might be premature, but I'd love to get that set.

25 So what do we have left now? Pending motions;

1 right?

2 MR. ALDRICH: We have two. Well, it's two
3 issues, but it's the -- they filed eight motions to
4 quash. I filed an omnibus opposition, so there's that
5 set. And then there's a set. I filed a motion to
6 quash related to some subpoenas that they sent out. So
7 we can start with theirs because they came first.

8 THE COURT: Okay.

9 THE COURT REPORTER: Should we take a break
10 now, Judge.

11 THE COURT: If you need a break, we can take a
12 break.

13 What we'll do, we'll come back about 3:05 or
14 so. No later than 3:10.

15 We'll take a break, ma'am.

16 -o0o-
17 (Recess)
18 -o0o-

19 THE COURT: Okay. I guess next we go to the
20 motions to quash; right?

21 MR. ALDRICH: That's correct.

22 MR. GREER: Yes, your Honor.

23 THE COURT: Motion to quash.

24 MR. GREER: Your Honor, to help us get through
25 these in an efficient fashion, I've broken them down
into three categories.

1 You have subpoenas that Front Sight has issued
2 to Empyrean West, J. Carter and David Keller.

3 THE COURT: I'm ready when you are, sir.

4 MR. GREER: Okay.

5 Your Honor, this is -- Empyrean West is a
6 company that Mr. Dziubla was associated with prior to
7 his involvement with Front Sight. It involves the use
8 of EB5 capital regarding the San Diego Hyatt project.
9 There's been testimony from Mr. Dziubla on the stand
10 and the various declarations that this was his prior
11 EB5 experience directly with the raising and developing
12 of that property.

13 So arguably there would be some relevance to
14 information confirming that he was associated with this
15 and that he had this EB5 experience. However, the
16 problem we have with the subpoenas is they are just way
17 too broad.

18 If we go to -- the Exhibit A's are the same on
19 each of the three subpoenas: The Keller, Carter and
20 Empyrean. So they just ask for the exact same
21 information just from different parties.

22 The Question Number 1 is: Provide all
23 documents you possess or control showing communications
24 between any employee, officer, member, manager, agent,
25 or principal of Empyrean West and Robert Dziubla, John

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 Fleming, Kenworth Capital, Legacy Realty Company, Las
2 Vegas Development Fund pertaining to the San Diego
3 Hyatt project" for which Emyrean West raised EB5
4 (indiscernible) investors through Liberty West Regional
5 Center.

6 Way overbroad. The burden it would put on
7 Emyrean would be overwhelming and not relevant for the
8 most part. If it was specifically tailored to identify
9 what Mr. Dziubla's position was or relationship was,
10 what functions he was responsible for, what he was
11 involved with, they would arguably have some relevance.
12 It's just this takes in everything under the sun and
13 needs to be quashed. For that reason, it's just --
14 it's just uncontrollably broad.

15 The second one suffers from the same problem.
16 The second one is even more broad, in fact, because it
17 asks for:

18 "All communications, all documents you
19 possess controlling, showing communications of
20 any type between any employee, officer, member,
21 manager, agent, or principal of Emyrean West
22 and Robert Dziubla, John Fleming, Kenworth
23 Capital, Legacy Realty Capital, Linda Stanwood,
24 EB5 Impact Advisors, EB5 Impact Capital
25 Regional Center, Las Vegas Development Fund,

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 LLC, from March 2012 forward."

2 Again, incredibly overbroad, covering
3 potentially privileged things affecting the privileges
4 of third parties, potential attorney-client privilege
5 material. It's just way, way too broad and
6 unmanageable.

7 The third one is all documents showing
8 communications between you and all those same players
9 again. So that's for the same thing, again with no
10 subject matter at all.

11 And then the last one:

12 "Provide any documents you possess or
13 control regarding the Front Sight project and
14 the EB5 fundraising that sought investors from
15 the Front Sight project by and through EB5
16 Impact Capital."

17 Now, there may very well not be any documents
18 in that category because they weren't involved in it at
19 all, but as phrased it -- it has the same concern as
20 we've seen in the past, where Front Sight is trying to
21 get its hands on very important, guarded -- jealously
22 guarded proprietary information about the names and
23 contact information of LVD Fund's investors, its
24 brokers, its agents. When we said in this court
25 before, the problems that LVD Fund had with Mr. Piazza

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 and Front Sight getting that information on some of the
2 brokers and going directly to them, trying to end run
3 around them in order to go directly to the investor,
4 the brokers rather than deal with LVD Fund.

5 This is what gives LVD Fund value is its
6 contacts with these agents, its knowledge of who they
7 are, what their contacts there are, what money they
8 have available, et cetera. And giving that up would be
9 very, very detrimental to LVD Fund in general, but in
10 particular to Ignatius Piazza because -- and I haven't
11 conferred with Mr. Aldrich and discussed the
12 possibility of a protective order because oftentimes
13 that helps out.

14 But it doesn't work here because Ignatius
15 Piazza is involved, and I think it's clear from his
16 actions that he doesn't care what the Court says. He's
17 not going to care about a protective order. He's going
18 to take these things, and he's going to use them to his
19 advantage. He's already sent damaging correspondence
20 directly to the handful of brokers that he has the
21 contact information for.

22 So, again, as to this particular group of
23 individuals that are being subpoenaed, that may not be
24 anything that falls under that for Request No. 4, but
25 to the extent they are, we object because they would

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 not have a right to that information.

2 So that is the first group. It might be
3 easier just to do these as a group at the time. I
4 suggest, your Honor, that Mr. Aldrich -- unless your
5 Honor has some questions for me, that Mr. Aldrich maybe
6 address these three, and we get them handled.

7 THE COURT: Okay.

8 MR. ALDRICH: Thank you, your Honor.

9 I guess I have to start with Mr. Greer and I
10 did talk about protective orders and an order from the
11 Court that we not share this information except
12 outside -- or I'm sorry, except within the litigation.
13 He made that same statement to me about Dr. Piazza. I
14 just have to address that initially.

15 There's -- Dr. Piazza has complied with all
16 court orders in this case. He hasn't been ordered not
17 to do anything. He hasn't done anything he was ordered
18 not to do. So -- and interesting that defendants come
19 in and say that because we've got a court order for an
20 accounting. We didn't get a full accounting. And then
21 they filed his tax returns in the open forums, some
22 different things like that.

23 So if that's the basis for the objection, then
24 we should get the information. The Court can order
25 that we can't use it except in the litigation, and off

1 we go.

2 But let me address these points here. The
3 first point that I mentioned was the -- that the
4 motion's late. And so procedurally the Court, you
5 know, can deny and allow the discovery right off the
6 bat.

7 But with J. Carter, Dave Keller, and Emyrean
8 West, the Court may recall that Mr. Dziubla represented
9 a couple of things significant. One was that they
10 weren't together on the San Diego Hyatt project, which
11 ultimately Mr. Dziubla certainly admitted, never went
12 anywhere, but he represented them as partners early on
13 for starters. He also represented them as the only
14 ones allowed to do EB5 fundraising in Viet Nam. Those
15 are all significant related to the fraud claims.

16 The other thing is that there -- these are
17 actually narrowly tailored. We're asking for
18 communications that they possess or control -- I'm
19 looking at No. 1. -- between any employee, Mr. Greer
20 went through it, of Emyrean West and Robert Dziubla, a
21 party to this litigation.

22 John Fleming, a party to this litigation, and
23 the other person who was supposedly out raising money
24 with my client's money.

25 Kenworth Capital, Inc. Well, that is

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 Mr. Dziubla's company. He testified as much that one
2 of the first engagement letters is on Kenworth Capital
3 letterhead.

4 Legacy Realty Capital. My understanding is
5 that that this Mr. Fleming's company.

6 So again, I haven't even gotten outside of any
7 parties yet.

8 No. 5, Las Vegas Development Fund. Also a
9 party.

10 Rule pertaining to the San Diego Hyatt
11 project. That's -- that's it. That is narrowly
12 tailored.

13 There hasn't been an argument that that's so
14 many documents it's overly burdensome. And we're at an
15 interesting position because I put in my pleadings that
16 they don't have standing to object to these.
17 Interestingly enough, when we argue the next motion, we
18 have to deal with that issue for myself.

19 But nonetheless, since that's the main
20 objection is that it's overly burdensome, then that's
21 why I addressed them individually.

22 But that No. 1 is a narrowly tailored request.

23 Now, No. 2 admittedly is a little bit broader
24 because it doesn't limit it to the San Diego Hyatt
25 project, but it is limited in time from March 2012 to

1 present day, which is the relevant time frame. I
2 suspect -- again, we haven't had an argument that this
3 is a huge amount of the documents. I suspect there
4 probably aren't that many documents, certainly from the
5 2014 or 2015 time forward, but we're certainly entitled
6 to discover these things. Remember, I know the Court
7 knows this already, but whether these become admissible
8 or not is one thing; discoverability is broader than
9 admissibility anyway.

10 The next thing, the request was communications
11 between at least these three: Dave Keller, J. Carter,
12 or Emyrean West between you and Robert Dziubla, a
13 party; John Fleming, a party; Kenworth Capital,
14 Mr. Dziubla's company; Legacy Realty Capital,
15 Mr. Fleming's company; Linda Stanwood, also a party;
16 EB5 Impact Advisors, LLC, also a party; EB5 Impact
17 Capital Regional Center, also a party; and Las Vegas
18 Development Fund, from March 2012 to the present.
19 Relevant time frame.

20 The last one:

21 "All documents you possess or control
22 regarding the Front Sight project and the EB5
23 fundraising that sought investors for the Front
24 Sight project by and through EB5 Impact Capital
25 Regional Center, LLC."

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 Now, this one is important because there were
2 representations, number one, that this was the only
3 project that they were working on, even though
4 apparently there was also a San Diego Hyatt project
5 going on at the same time.

6 We continued to hear about the proprietary
7 nature of the jealously guarded information about
8 investors. And I guess a couple of points on that real
9 quick. Number one, we're a year in the litigation. We
10 continue to hear this is proprietary. It's privileged.
11 We have no citation to authority why it's privileged.
12 I've addressed in my brief this trade secret argument
13 that they've made. It's not a trade secret. This is
14 information that has to be provided to the USCIS.

15 MR. GREER: Lacks foundation.

16 I'm sorry, it does have to be provided. I
17 withdraw that objection.

18 THE COURT: Okay.

19 MR. ALDRICH: It has to be provided to the
20 USCIS. Now, I cannot stand here and tell the Court
21 that I'm going to get it from the USCIS. I did a FOIA
22 request a long time ago, and I don't have it back. And
23 it's hard for me to get a status on it. So I don't
24 know what the USCIS would give me, but that information
25 certainly goes to the USCIS.

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 Again, if the Court wants to order me and my
2 client that we're not able to utilize that information
3 outside of this litigation, I can accept that. And
4 we'll properly advise my client, and I know he will
5 abide by the Court's order.

6 And the other thing that's -- it hasn't
7 happened yet, and I think is going to have to happen,
8 is we continue to hear about the immigrant investors
9 that we have to protect. We haven't actually seen any
10 evidence there are immigrant investors. We're all
11 assuming that there are. But at some point that has to
12 happen, too, because this is supposed to be under the
13 EB5 program. There are supposed to be investors there.

14 And, by the way, as the motion that I just
15 filed the other day talks about, there's a dispute on
16 whether they -- whether Front Sight can pay off this
17 loan or not. There is a prepayment provision in the
18 contract that allows for it. But it can't, under
19 certain circumstances, relate it to the investors.

20 So we have to somehow find a way to make this
21 work that continues to be objected to and we're not
22 getting information. We've got to be able to have that
23 information. The Court needs that information because
24 we've got money that we're trying to get ahold of to
25 resolve all this stuff and we need to figure out where

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 all that goes.

2 So with regard to these three that we've
3 talked about -- Dave Keller, J. Carter, and Emyrean
4 West -- those are proper subpoenas. They're narrowly
5 tailored. And we're entitled to that information.

6 One other thing I want to address. Mr. Greer
7 didn't address it, and I'm not entirely sure if -- if
8 there's an objection or not, but I did a note -- all of
9 them are served with notice -- well, I'm sorry. Let me
10 back up.

11 They weren't served. We also intend to
12 subpoena them for deposition testimony, and we included
13 some topics for a PMK. Those haven't been addressed by
14 Mr. Greer, but it's -- they're very similar. And I
15 think the same arguments apply. We think we are
16 entitled to issue these subpoenas and take this
17 discovery.

18 Does the Court have any questions for me?

19 THE COURT: No, sir.

20 MR. ALDRICH: All right. Thank you.

21 MR. GREER: I want to gather that Mr. Aldrich
22 is saying these are narrowly tailored because they're
23 limited to correspondence involving parties to the
24 litigation.

25 That is not narrowly tailored. Just because

1 they are a party to this litigation doesn't mean that
2 any correspondence they ever did in the past is all of
3 a sudden discoverable from third parties. You know, we
4 need to keep in context here this is third party
5 discovery. One, they have to make a showing that they
6 can't get it any other way. They haven't made any
7 efforts to do that.

8 Two, this privacy issue, there's no argument
9 here as to why they need the names of the investors,
10 why they need the names of the brokers. And there's no
11 evidence that the brokers are ever disclosed in any of
12 the USCIS documentation. So this -- this isn't
13 information that they would have a way to get through
14 any source. It's very, very protected by LVD Fund, and
15 actually anybody in the EB5 business who has
16 relationships with brokers.

17 With regard to the EB5 investors having to
18 come forward, they don't. The money here is lent by
19 LVD Fund. The money gets paid back to LVD Fund. It
20 then goes to the EB5 investors. This is all regulated
21 through the USCIS. I don't think Mr. Aldrich is
22 seriously saying that there aren't EB5 investors
23 involved here.

24 Also there is another reason for privacy with
25 the investors is there's a potential for repercussions

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 in their own country. Remember, they're trying to
2 escape countries. And thus have an interest in keeping
3 their interest, their identity from being publicly
4 discussed in their home countries where it could
5 cause -- they can have repercussions from that.

6 And what's missing from this whole picture is
7 why do they need the names? Why do they need the names
8 of brokers? Why do they need the names of investors?
9 That really isn't even an issue here.

10 If these documents -- any documents that were
11 produced would necessarily have to be redacted, and
12 that would not take away any of the value. Because the
13 only thing of relevance here is was Mr. Dziubla
14 involved in this and what was his experience. So I
15 think these are all way overbroad, your Honor. They
16 bring in privileged proprietary information and
17 potential attorney-client privileged information as
18 phrased. And the motion to quash should be granted.

19 With regard to timing under Rule 26, these are
20 timely and the Court has the discretion to consider
21 them anyway.

22 So at this point in time I would ask that just
23 the whole thing be quashed, counsel be directed to
24 draft more narrowly tailored requests.

25 THE COURT: What would be more narrowly

1 tailored?

2 MR. GREER: Well, what -- they're not just --
3 you can't just narrow it to the party, to the subject
4 here.

5 Documents identifying Mr. Dziubla's position
6 with the company. Documents, you know, identifying
7 projects he worked on.

8 Really this -- all that they need to confirm
9 or deny is whether or not he was involved with that
10 project. And without crawling into another company's
11 business who is not a party to this lawsuit, they could
12 do it with a very narrowly tailored request that says
13 documents identifying Mr. Dziubla's association and
14 involvement with the company excluding information
15 relating to names of investors and brokers. That, I
16 think, would come very, very close to that.

17 Right now it asks for, you know, if you sent
18 birthday cards, it would be covered, or well wishes, or
19 vacation discussions. I mean, they're just incredibly
20 broad. They should be narrowed by issue not just by
21 the party.

22 THE COURT: And I look at Exhibit A to
23 defendant's motion to quash subpoena for deposition and
24 documents to Emyrean, I'm looking at No. 1. He does
25 list out -- he's looking for communications between

1 employee, officers, members, managers, agents, and
2 principals of Emyrean West, LLC.

3 And he sets forth the names of specific
4 individuals, and then limits it to the San Diego Hyatt
5 EB5 project of which Emyrean West raised investment
6 funds.

7 What's specifically wrong with that?

8 MR. GREER: Number one?

9 THE COURT: Yeah.

10 MR. GREER: So all documents, communications
11 between anybody at Emyrean West and all these list
12 of -- list of the entities pertaining to the project
13 for which Emyrean West raised funds from EB5 during
14 investors, literally, your Honor, that would mean that
15 any type of internal communication, marketings that --
16 marketing solicitations and attorney-client privilege
17 communications.

18 Irrelevant social communications. It doesn't
19 ask by topic. It just -- it asks for any communication
20 with anybody at that company with any of these people.
21 What -- what kind of burden are you going to be placing
22 on this -- this company. And what's -- there's no
23 showing of any relevance to any of it, other than what
24 was Mr. Dziubla's job there.

25 THE COURT: Well, I think what it is -- and

1 correct me if I'm wrong, Mr. Aldrich is looking for his
2 pre-history and experience in EB5 funding; right?

3 MR. ALDRICH: Correct.

4 MR. GREER: And, again, your Honor, that's
5 part of the issue really here is, your Honor, is to
6 just repeat this, it's very, very important. It would
7 be -- it would discuss brokers and investors,
8 Mr. Dziubla's efforts to reach out to brokers, do
9 business with brokers. It would identify his business
10 model. It would disclose to Front Sight, very, very
11 strictly guarded proprietary information.

12 Now, again, if it was excluding their names,
13 if they just want to know was -- I don't even know how
14 it's relevant. But if Mr. Dziubla has communications
15 with investors in an EB5 project, before he came across
16 Front Sight folks, how would it even be relevant here,
17 other than the existence of Mr. Dziubla having
18 experience. You don't need the names. You don't need
19 the contact information from brokers for people that he
20 was developing as his base for soliciting EB5
21 investment proceeds.

22 If I can imagine how they're going to do this,
23 your Honor, this company, are they going to go between
24 every employee, officer, member, manager, agent or
25 principal, and then identify all communications with

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 each one of these separate individuals.

2 THE COURT: I would think, I would think they
3 have a file.

4 MR. GREER: I'm on communications of Front
5 Sight defendants?

6 THE COURT: Well --

7 MR. GREER: You know, it's not -- it's going
8 to be -- and it's open ended. For how long? There's
9 no time frame on it.

10 MR. ALDRICH: Your Honor.

11 THE COURT: Yes.

12 MR. ALDRICH: Number one, on here, it is --
13 this one -- Mr. Greer, actually addressed No. 2.

14 No. 1 is related to the EB5 San Diego Hyatt
15 project.

16 THE COURT: Right.

17 MR. ALDRICH: I don't know how long that
18 lasted. I mean, Mr. Dziubla admitted that it didn't go
19 anywhere. So, you know, I don't know how much it is,
20 but they haven't made an offer of proof that it's any
21 significant amount either. Honestly, that is what
22 Empyrean West would do when they were served with it.
23 If they come back and say, It's 7,000 pages of
24 documents, then we have a different issue.

25 But that isn't what we're here talking about.

1 We're here talking about is this sufficiently tailored,
2 narrowly tailored to seek discoverable evidence? And
3 the answer to that is yes.

4 MR. GREER: If I may. My question is why, why
5 is it relevant?

6 THE COURT: I think it goes -- I mean, I
7 don't -- based upon what I know about the case, I
8 assume he's making -- this might go to the fraud in the
9 inducement issue.

10 MR. ALDRICH: Absolutely.

11 MR. GREER: To the extent that he was involved
12 with the project, yes. I mean, did he have experience?
13 Did he work with them? What was the EB5? But they
14 don't need the names of the brokers that he dealt with
15 and the investors he dealt with, your Honor. That
16 doesn't -- that doesn't add anything to the case. If
17 there -- if there are communications between
18 Mr. Dziubla and brokers, or between other Emyrean
19 people and Mr. Dziubla and brokers, the identity of the
20 broker doesn't matter. The fact that the communication
21 was made would show that he was involved in the
22 process. But there's no evidentiary value in
23 identifying the name of the broker that was involved,
24 and there is a very strong proprietary interest in
25 keeping that secret, confidential.

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 So if this was tailored, one, as to time, it
2 would be a significant limitation; two, to exclude the
3 names of investors and brokers, which are proprietary,
4 that would at least limit the damage that would be
5 caused by this incredibly overbroad request.

6 If, with those limitations, the company then
7 could put the objection on to the extent to which it
8 was overly burdensome, but we're here today to protect
9 Las Vegas Development Fund, Mr. Dziubla, Mr. Fleming,
10 Kenworth Capital, and EB5, EB5 Impact Capital, the
11 Regional Center of Front Sight getting access to
12 proprietary information. It's not necessary for its
13 case, but is damaging to the defendants.

14 MR. ALDRICH: Your Honor, here's an
15 interesting thing. Listen, I hope that your Honor can
16 see that inside I'm like jumping up and down, okay,
17 because this -- think about these arguments. The
18 argument is, We don't want Front Sight to know if we
19 had any brokers in place in 2012 or 2013 or 2014. Why?
20 Because I don't think there are any. Why does that
21 matter? Because the representations are that they were
22 raising tens of millions of dollars for an EB5 funding
23 for the San Diego Hyatt project, that they have a vast
24 network of agents and people. They're going to just
25 bring them in, at the beginning, four or five months,

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 and promises by Thanksgiving day and all these
2 different things. It makes no sense.

3 They would -- should have wanted to go, here
4 yet, your Honor, make an order that we can't use it
5 anywhere outside of this litigation, but we're going to
6 show you this, Mr. Dziubla is telling the truth. But
7 that's not what is happening. It's hide and obfuscate,
8 and don't show our hand, and don't give anything, and
9 it's continued objections to every single thing. And
10 that is not going to fly.

11 And with respect to Mr. Dziubla, he's sitting
12 here, and I say these things about him and it bothers
13 me that he's here listening to me say it, but I'm not
14 going to trust if your Honor let's him or has someone
15 else redact documents. He threw away the EB5
16 documents. Threw them away. Hasn't provided a proper
17 accounting. We're not taking their word for anything.
18 This is absolutely 100 percent talking about, number
19 one, it is easy, no brainer, relevant.

20 MR. GREER: Your Honor --

21 MR. ALDRICH: And discoverable.

22 MR. GREER: He's -- we'd love to let -- if
23 there was a broker involved, the fact that there was a
24 broker involved, is relevant. He should have a right
25 to it. The identity of that broker is what is the

1 problem here. Because it is proprietary information.

2 Now, if they were properly redacted with
3 initials where you can get the substance of the -- in
4 fact, the way to go would probably be to allow it to be
5 redacted, and then if -- if there's a need to have it
6 disclosed, come before this Court and say, Okay. Your
7 Honor, I -- I now have a reason that I need to know the
8 identity of this broker, and here it is. But right now
9 all they need to know is did Mr. Dziubla have
10 interaction with brokers. They can get that with the
11 broker's name redacted with only the initials and some
12 non-identifying information so that Mr. Piazza, who, as
13 the Court knows -- I've had a prior class action with
14 him, I work with him well, and dealt with him in the
15 past and know what he does.

16 I think this Court has also seen his -- his
17 alerts that he sends out to all his members, talking
18 about things that happens in this courtroom. He's not
19 able to be controlled. And so we want to give it to
20 plaintiffs --

21 THE COURT: I actually haven't looked at any
22 of that. I don't look -- I just focus on what's in
23 front of me.

24 And here's my point. I mean, it appears to me
25 what Mr. Aldrich is attempting to do, and I think what

1 any lawyer would try to do when it comes to certain
2 aspects of the case, he wants to know, I mean, really
3 and truly, Okay. You worked on the San Diego Hyatt EB5
4 project. Show me what you wrote. Show me what you
5 did.

6 MR. ALDRICH: Sure.

7 THE COURT: Isn't it really that simple?

8 MR. ALDRICH: Sure. It is.

9 MR. GREER: They should have a right to that.

10 MR. ALDRICH: And Mr. Keller and Mr. Carter, I
11 believe attended a meeting early on as well that had to
12 do with this. And then that's the information that I'm
13 looked for.

14 And just to address this proprietary issue
15 again, okay. Mr. Dziubla testified, he sat right there
16 in that chair, and he said he's not marketed this
17 project since the end of 2017. That is almost two
18 years ago. So I don't know what we're protecting in
19 proprietary fashion. This is the only project they're
20 working on.

21 MR. GREER: That's not true.

22 MR. ALDRICH: That's exactly 100 percent true.
23 I can pull it up.

24 THE COURT REPORTER: I need one at a time.

25 THE COURT: One at a time.

1 MR. ALDRICH: But this whole, It's all
2 proprietary -- but, again, there's an easy fix to that.
3 It's easy. The Court says, Mr. Aldrich, I'm going to
4 let you try to get this information. And it's going to
5 be restricted. You can only use it in this case. Your
6 client can only use it in this case. You're not to go
7 publish it out in the world.

8 That's very easy, and I'm willing to do that.

9 MR. GREER: See, but, your Honor, this case
10 is, Let's call these people and talk to them about this
11 litigation.

12 And then -- and undermine -- we already know
13 that he's attempting to squeeze off the income from LVD
14 Fund by not paying for all these months, and still not
15 paying default interest.

16 He's a very aggressive and creative gentleman.
17 And he will take that, and he will use it to his
18 advantage, and they don't need it. They don't need the
19 names. You only need the names you're going to contact
20 those people, and they shouldn't be contacting them.
21 So we need --

22 MR. ALDRICH: I'm not --

23 MR. GREER: So we should get them everything,
24 but not the names of the brokers and the investors
25 because that is proprietary and it will be misused.

1 MR. ALDRICH: I won't belabor the fact. The
2 Court knows --

3 THE COURT: How can I -- how can I do that?
4 What is the appropriate vehicle in place to even do
5 that?

6 MR. GREER: Just with -- have they produced
7 these documents, whatever you decide the scope is, with
8 redacting the names of any brokers or investors that
9 are involved. I mean, they have -- they have
10 third-party privacy rights themselves also.

11 But here it's the most -- we're concerned
12 about, in addition to that, is not letting Front Sight,
13 Ignatius Piazza, get his hands on these because he will
14 do something with them. And he doesn't need them. So
15 we could just say, Produce it, redacting the names.

16 And then if Mr. Aldrich sees this and says,
17 Hey, I need these names, we get a chance to meet and
18 confer. We can get around that and just give them to
19 you. If not come into court say, your Honor, Mr. Greer
20 said we wouldn't need the names. I disagree. I need
21 the names for this reason, and then the Court can make
22 the ruling. Are we giving them carte blanche?

23 MR. ALDRICH: Am I going to get a chart that
24 is blank?

25 MR. GREER: No. You would have -- with his

1 correspondence with just -- we could do it -- just give
2 you the initials, and just do the initials of the first
3 and last name, and -- so you can see --

4 THE COURT: How do we know that they will do
5 that?

6 MR. GREER: Because it's proprietary to them
7 too. They're going to be -- if we do this well here,
8 maybe we'll avoid another, you know, motion to squash.
9 But now it's going to go off to the producing party,
10 and they're going to have to have a right to come in
11 and do this.

12 MR. ALDRICH: One of the struggles here is
13 that we don't know what there is. There could be
14 nothing at all. Or there could be 7,000 pages. But
15 that's why we get to ask, so that we can find out what
16 is there.

17 MR. GREER: And if the names are redacted,
18 doesn't matter whether it's zero or 7,000.

19 (Brief pause in proceedings.)

20 THE COURT: See, my concern, I was thinking
21 about how to do this in such a manner where -- I don't
22 know if, in the production of documents, we can rely on
23 redactions from the source. I'm wondering if whatever
24 is produced should be sealed. We bring them to open
25 court and you can take a look at them without anyone

1 having access, except for the parties here. And if
2 there is an issue and something should be redacted, we
3 can redact the names at that time.

4 MR. GREER: Attorney's eyes only for that part
5 of the process?

6 THE COURT: Any problem with that?

7 MR. ALDRICH: That would certainly give me an
8 opportunity to look at it and make noise if I want to.

9 THE COURT: Right. And --

10 MR. ALDRICH: Yeah.

11 THE COURT: -- my point is this: You keep
12 them sealed. When you get them back you come back here
13 and -- or you could do it in your offices together, you
14 know, or something like that. But I think potentially
15 the documents could be, no question, relevant. I get
16 the relevance issue.

17 MR. ALDRICH: Right.

18 THE COURT: But I was looking at it from this
19 perspective: How do you even instruct them what to do?

20 Ms. Holbert, ma'am?

21 MS. HOLBERT: No, I agree. The problem,
22 though, is depositions then. When are you going to
23 take the deposition?

24 MR. ALDRICH: Yeah, we'll have to set the
25 deposition for a later time, I guess.

1 THE COURT: Well, you want to read the
2 documents.

3 MR. ALDRICH: Yeah.

4 THE COURT: And then maybe -- I mean, we don't
5 know. What if there's no documents?

6 MS. HOLBERT: Right.

7 THE COURT: You going to take the deposition?

8 MR. ALDRICH: Well, I might.

9 THE COURT: Yeah.

10 MR. ALDRICH: Because there are going to be
11 some facts.

12 So if I'm understanding, the suggestion then
13 is so if I send the subpoena out and something comes
14 back to my office, we will put it in the envelope. I
15 will not look at it.

16 THE COURT: Or whatever you get from them it
17 stays sealed.

18 MR. GREER: Stays in the envelope.

19 MR. ALDRICH: Okay. Fair enough.

20 MR. GREER: The instruction as to the
21 producing party is to put it in a sealed envelope.

22 MR. ALDRICH: Okay.

23 MR. GREER: And put it in another in the mail
24 and it remains sealed.

25 MR. ALDRICH: That's fine. And we'll hold

1 that until we can get together or come here to look at
2 it.

3 MR. GREER: We can meet at his office.

4 THE COURT: I think that's the best way to do
5 it, Mr. Aldrich.

6 MR. ALDRICH: Okay.

7 MR. GREER: So with that, though, even -- I
8 guess, they're going to object to it. We can let them
9 object over the breadth, I think, because they are
10 still incredibly --

11 THE COURT: I mean, if you want to set a
12 status check, we can bring them here, you can go out in
13 the ante room and look at them. And if I have to issue
14 an order immediately, I can do that.

15 MR. ALDRICH: We can coordinate that because
16 there's a couple ways we can do it really. We can even
17 call the law clerk or the JEA and ask about your
18 availability.

19 THE COURT: Exactly.

20 MR. ALDRICH: And then just we can meet at my
21 office or come here, either way, so that your Honor
22 could do that with us. We can make that work.

23 MR. GREER: Okay.

24 THE COURT: Okay.

25 So that's regarding the Empyrean West; right?

1 MR. GREER: That also would apply to --

2 MR. ALDRICH: Keller and Carter.

3 MR. GREER: -- Keller and Carter.

4 THE COURT: Okay. So can you change the
5 subpoena on that, sir? Can you adjust that --

6 MR. ALDRICH: Yes.

7 THE COURT: -- and make sure Ms. Holbert or
8 Mr. Greer sees it before it goes out?

9 MR. GREER: I would ask that an instructional
10 letter be included with that.

11 THE COURT: Yes.

12 MR. ALDRICH: Yes.

13 Does the Court wish for us to prepare an order
14 or --

15 THE COURT: Yes.

16 MR. ALDRICH: -- is the transcript okay? You
17 want an order?

18 THE COURT: Probably a simple order would be
19 fine.

20 MR. ALDRICH: Okay.

21 THE COURT: It saves --

22 MR. ALDRICH: So --

23 THE COURT: Order signed off, filed. There's
24 never any confusion after that, right?

25 MR. ALDRICH: Agreed. So what I'll do is I'll

1 prepare an order. So far we're only the first three,
2 as to Keller, Carter, and Empyrean West. I'll run it
3 by counsel. And then I will do a cover letter that it
4 will include the order and the cover letter with the
5 subpoena. Does that sound good?

6 THE COURT: And, I guess, the way to address
7 the -- the motion would be granted in part, denied in
8 part. Is that correct? Because we're not quashing the
9 subpoena.

10 MR. ALDRICH: Correct.

11 THE COURT: We're modifying the subpoena.

12 MR. ALDRICH: Okay.

13 MS. HOLBERT: Yeah, the motion was to quash or
14 for protective order. So the Court is entering a
15 protective order.

16 MR. ALDRICH: Right.

17 THE COURT: Yeah.

18 MR. ALDRICH: So granted in part, denied in
19 part, protective order as to what we've talked about.

20 THE COURT: Yes.

21 MR. ALDRICH: I'll get that in the order, and
22 we'll follow that process. Is that okay?

23 MR. GREER: Yes. Yes. Okay.

24 THE COURT: All right.

25 MR. GREER: Affirmative.

1 THE COURT: So that one is done.

2 Let's move on to the next one.

3 MR. GREER: Yeah, three of them.

4 THE COURT: So next we're dealing with Bank --
5 Open Bank, Bank of Hope, Signature Bank. Is that it?

6 MR. ALDRICH: Just give us just one second,
7 your Honor.

8 MR. GREER: We do banks. We can do banks.

9 MR. ALDRICH: We can do banks. Okay.

10 MR. GREER: Your Honor, there were four
11 subpoenas to banks. I think we have a lot of similar
12 issues, with Wells Fargo being the first one I'd like
13 to deal with.

14 Your Honor, as we've -- we've filed motions
15 in -- as to each of these subpoenas discussing the
16 protections afforded to financial information. These
17 are -- this is financial information of a party before
18 a judgment has been entered against the party.

19 And those are -- those are clearly protected
20 unless directly relevant to the proceedings.

21 Now, Wells Fargo is the bank that's impact --
22 EB5 Impact Advisors banked at. The Court ordered an
23 accounting of that. All the bank statements have
24 already been produced to Front Sight on that, along
25 with additional documentation to promote or to support

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM

Pursuant to NRS 239.053, illegal to copy without payment.

1 the accounting.

2 So anything that would have to do with Wells
3 Fargo at EB5 Impact Advisors has already been produced,
4 and thus it would be -- there would be no reason to go
5 to the bank for anything further regarding that
6 particular entity.

7 None of the other entities would be relevant,
8 your Honor. I mean, these are -- this is -- it's
9 asking for financial information regarding individuals,
10 regarding Linda Stanwood, John Fleming, Mr. Dziubla,
11 the regional center, all of the -- all of the other
12 entities other than EB5 Impact Advisors to which there
13 is an allegation that the monies were misappropriated.
14 All the monies that were given to Las Vegas Development
15 Fund were by way of payments that were made after the
16 completion of it obtaining investor funds and releasing
17 those funds to Front Sight.

18 What came back are very similar to points.
19 They -- Front Sight paid a premium to LVD Fund for them
20 procuring the loan. Front Sight had no right to know
21 where that money went, what was done with it. That's
22 the business of LVD Fund as the lender. The interest
23 that was paid by Front Sight, clearly it has no right
24 to know where that money went, what it was used for.

25 So as to everybody else, other than Impact

1 Advisors, this would be completely inappropriate
2 financial information, private information that is not
3 appropriate to compel the production of prior to there
4 being a judgment being entered and their finances and
5 their banking information being relevant. That
6 actually holds true for every other bank, including
7 Wells Fargo, as to all of the named defendants other
8 than Impact Advisors.

9 That's really -- your Honor, we cite the
10 authority, just because somebody is a party doesn't
11 mean you have the obligation to open up their bank
12 account statements and their financial information.
13 And law is very clear on that. So I don't really have
14 much to add other than that. I mean, it's pretty clear
15 law.

16 THE COURT: Thank you, sir.

17 MR. ALDRICH: All right. The bank, the
18 request for documents to the banks are a little bit
19 different, depending on what the account was being used
20 for. So I notice, you know, Signature Bank. Number
21 one on the request, the Signature Bank it asks:

22 "Please provide any and all bank statements
23 and other documents for NES Financial's escrow
24 account for Las Vegas Development Fund, LLC,
25 account number," and it gives a number, "for

1 the time period beginning March 2012 to the
2 present date."

3 So this is -- this will go some to -- I would
4 expect that they would complain that this is going to
5 have some proprietary information or something like
6 that in it, which goes to the resolution we already
7 talked about, but --

8 MR. GREER: I'm sorry.

9 MR. ALDRICH: -- the significant thing here is
10 that over a period of time, Mr. Dziubla was making
11 representations to my client about how many investors
12 he has; money in the bank.

13 And that is particularly relevant to the fraud
14 claims. It's also particularly relevant to the May 12,
15 2016, email and then the representations Mr. Dziubla
16 made to Dr. Piazza thereafter, as Dr. Piazza testified
17 last time, when he was here -- when we were here.
18 And --

19 THE COURT: Now, Mr. Aldrich, I understand
20 that. But isn't there -- aren't there other ways you
21 can find out that information without subpoenaing the
22 bank records?

23 MR. ALDRICH: No.

24 THE COURT: Why is that?

25 MR. ALDRICH: They're not providing them to

1 us. We've asked for them. That's the subject I
2 mentioned in the motion to compel, whether the
3 defendant entities or people would have to provide
4 them. But, no, there's not another way to get this
5 information.

6 And like I said, the defendants are not
7 providing it. They're not providing anything like
8 this. They've objected to every request related to
9 this, just as they did to the subpoena.

10 THE COURT: Well, it would be -- it's a
11 different animal. The reason why I am focusing on the
12 financials, I understand what your position is.

13 MR. ALDRICH: Yeah.

14 THE COURT: I understand I ordered an
15 accounting, and I -- I -- it's my impression you feel
16 whatever was produced was very much deficient.

17 MR. ALDRICH: That is correct.

18 THE COURT: Okay. I get that. All right.

19 Well, in certain respects, you have factual
20 allegations that they were underfunded or whatever and
21 had no experience --

22 MR. ALDRICH: Correct.

23 THE COURT: -- and you make that allegation.

24 Aren't they going to have to come forward with some
25 evidence to show that they had that experience if they

1 don't come forward with it?

2 MR. ALDRICH: Well --

3 THE COURT: Maybe you win on that issue? I
4 don't know.

5 MR. ALDRICH: Well, I will win on that issue
6 because Mr. Dziubla already admitted he didn't have any
7 experience. But the issue --

8 THE COURT: Or the finances.

9 MR. ALDRICH: -- the issue here --

10 THE COURT: The finances.

11 MR. ALDRICH: -- on the finances is -- there's
12 several issues here. Okay?

13 Remember, we got defendants, Las Vegas
14 Development Fund, whose CEO and founder is Mr. Dziubla.
15 EB5 IC, which is the regional center, which Mr. Dziubla
16 is an owner of that. We've got EB5 IA, which is the
17 marketing entity, Mr. Dziubla is the person in charge
18 of that. That's the entity that he destroyed the
19 records for, and I'm not happy about the accounting.

20 We've got Fleming. Mr. Fleming, who is --

21 THE COURT: But think about what you're
22 saying. You're saying he destroyed the records for and
23 you're not happy with the accounting. Ultimately,
24 doesn't that have some sort of impact on an evidentiary
25 perspective?

1 MR. ALDRICH: Yes. And I filed that motion.
2 But this is -- so this -- this -- right now talking
3 about Signature Bank.

4 THE COURT: Right.

5 MR. ALDRICH: Okay. This relates specifically
6 to the representations that Mr. Dziubla made as to how
7 many investors he had at any given time.

8 THE COURT: Right.

9 MR. ALDRICH: And the Court hopefully will
10 recall when Dr. Piazza testified last time, we talked
11 about that meeting that occurred shortly after the
12 May 12, 2016, email and he testified that Mr. Dziubla
13 came in and said, We have to change the capital stack.
14 We have to take out the minimum raise. But I've got
15 these guys lined up and I have X number of people, and
16 I don't remember the number right now, lined up ready
17 to go as soon as we do this. And then he did.

18 As to Signature Bank, and this first request
19 that I have, it's absolutely relevant to that.

20 The rest of the requests really relate mostly
21 to the other entities and whether they also had
22 accounts in those banks. We're trying to track down
23 where the 500,000 and change from my client went.

24 I don't know that there's going to be any
25 other information related to these other requests, but

1 every one of them relates to a party to this
2 litigation -- right -- or NES is the escrow agent.

3 And I recognize that there are concerns about
4 whether that might reveal the identity of the investors
5 or something like that. I will abide by the protocol
6 that the Court has already addressed. And we can do
7 that with those documents as well. But this is
8 relevant and discoverable stuff.

9 With regard to Open Bank, and the request
10 there, we're asking for similar things. We have an
11 exact account number. And -- but Open Bank is --
12 EB5 IA used that account. And then we want to know if
13 there were transfers to any other parties in the case.

14 Now, Wells Fargo probably, admittedly, is my
15 most difficult one because Mr. Dziubla is telling us
16 that he's provided all those records, but there's not
17 harm in me subpoenaing them from Wells Fargo. It
18 doesn't hurt anybody. And then I get to verify that
19 I've got everything. But I will admit that's the
20 toughest one for me because I already have some
21 documents from them.

22 But Bank of Hope is one that was used by Las
23 Vegas Development Fund. And I've asked for specific to
24 an account that we have information, and then same
25 thing, I go through and ask for any accounts or

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 transferring or whatever that happened with, related to
2 a party to this litigation.

3 Now, there -- there really hasn't been -- with
4 one exception that I can recall as I'm standing here,
5 there hasn't really been an objection that -- that I'm
6 going to even get information related to the parties in
7 the case. There was an objection raised or a concern
8 by Mr. Dziubla that perhaps one of these subpoenas
9 would result in us receiving information related to an
10 account his son is also on.

11 Again, on the one hand I certainly see why he
12 wouldn't want that to happen. On the other hand we
13 want to know where the money came from or if there was
14 any money from my clients. So if we need to do --
15 follow that same protocol, we're willing to do that.

16 But even the Wells Fargo documents that we
17 received, there's a whole bunch, tens of thousands of
18 dollars that to unknown vendors we can't even tell
19 where it went, on the stuff we've already gotten.

20 And so I'm certainly hopeful that I might get
21 a little more information asking from Wells Fargo, but
22 they're all relevant and discoverable, and we'll abide
23 by whatever protective order the Court imposes related
24 to that information.

25 THE COURT: This is -- these are my thoughts.

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 And I think it's important to distinguish this case
2 from a typical business court case in this regard.

3 Normally, what we would see, we would have a
4 scenario where you have, maybe, a receivership or
5 there's allegations of misuse of corporate assets or
6 assets of LLC or partnership and the like. And you
7 have business bank accounts for the corporation or the
8 LLC, and you start subpoenaing documents of that
9 business organization to find out where monies have
10 gone and the like.

11 To me that appears to be a different animal
12 here because you have a breach of contract, allegations
13 of fraud in the inducement and so on. And so -- and
14 it's different in this regard, because clearly,
15 Mr. Aldrich, you have your burden of proof on certain
16 issues. Just as important, you have to remember when
17 it comes to certain forms of defenses, you just can't
18 say you got a burden of proof there too.

19 And so I think it's slightly -- it's a
20 slightly different animal because these are the
21 separate accounts of the defendant in this case; right?
22 And so it's kind of like a different analysis. And I'm
23 just wondering from a traditional perspective because,
24 for example, I think one of the cases that was cited by
25 the defendants in this case was Schlatter v. Eighth

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 Judicial District Court.

2 And it's a '70s case, but it really focuses --
3 and it's a slightly different case, and I realize it
4 dealt with -- it was a tort case. But the key
5 language, based upon my recollection is this: They
6 wanted to force the plaintiff to sign medical
7 authorizations, income tax authorizations and the like.
8 And the Nevada Supreme Court said, Wait a second here.

9 And it's kind of analogous to what we have
10 going on here. You just can't go on a fishing
11 expedition; right? That was the language that was
12 used.

13 But my point is this: Can't you just straight
14 up ask for stuff; right? And then ask for documents,
15 and really specifically what you want, limited in time
16 and location, and request them to produce it. If they
17 don't produce it, that's a problem. Right?

18 MR. ALDRICH: Yes, I can. Yes, I did.

19 THE COURT: That's --

20 MR. ALDRICH: That's the motion to compel
21 that's out there.

22 THE COURT: Okay.

23 MR. ALDRICH: But the Court will recall, the
24 reason -- part of why this went out is because -- I
25 mean, it's the same objection. The same objection to

1 my request for production to them as they're making
2 here today. Okay. And the Court will recall that we
3 had a hearing in July that they came in, asked for
4 special master, and the Court, instead of appointing a
5 special master, said, I'm going to impose a 14-day
6 deadline on a request for production for documents.

7 THE COURT: Right.

8 MR. ALDRICH: So I had it ready to go. I
9 dropped, I don't remember, between 550 and 600 over the
10 six parties. I was serious.

11 THE COURT: I understand.

12 MR. ALDRICH: Okay. And -- and in those
13 answers, I got a whole bunch of repetitive objections.
14 I talked about the repetitive objections in my
15 motion --

16 THE COURT: Right.

17 MR. ALDRICH: -- or opposition. But I got a
18 whole bunch of those. Not one document got identified,
19 not one got identified to even one response.

20 Okay. No justification of a privilege
21 objection, proprietary objection. No citation, no
22 case, nothing. Okay.

23 So what did I do? I subpoenaed it from a
24 third party. Why? Because it's relevant for us. It's
25 relevant to the fraud claims. It's relevant to the

1 fact that my client paid 520-ish thousand dollars to --
2 to try to move forward on this based on the
3 representations that were provided.

4 So can I ask for it in a request for
5 production? Absolutely. And I did.

6 And it's the same objection. They're going to
7 say the same thing when we come here in two weeks as
8 they're saying today.

9 MR. GREER: If we had a request for something
10 specifically, we could do it. When you get 600 of all
11 documents to support anything that you disagree with in
12 paragraph 12 of the complaint, all documents that
13 support anything you disagree with in paragraph 13, I
14 mean, times 600 or whatever, we -- we get, like, 40
15 requests, and we thought about it. We focused on it.
16 We asked for it. And that's how you get a response,
17 your Honor, I think.

18 I think he's being unfair here by, saying I
19 asked for a million things and I didn't get anything.
20 That's because it's lost in the message.

21 The Court said 14 days, and that was to speed
22 things up and make it easier. And I think that put a
23 burden on counsel to use that judiciously and really
24 focus, rather than say, Hey, here's 600 things, respond
25 in 14 days. What are you going to do?

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 MR. ALDRICH: Ninety days ago. That was 90
2 days ago.

3 MR. GREER: But we did -- but in response we
4 are producing everything we have. He's getting
5 documents.

6 MR. ALDRICH: They did provide --

7 THE COURT REPORTER: I need one at a time.

8 THE COURT: One at a time.

9 MR. ALDRICH: They provided a supplement to
10 initial disclosures, six-ish thousand pages.

11 MR. GREER: 6,000 pages.

12 MR. ALDRICH: Okay. I -- they sent a request
13 asking for the attachments to the emails because they
14 were not attached, and they're confusing, but that's --

15 MR. GREER: We fixed that --

16 THE COURT REPORTER: I need one at a time.

17 THE COURT: One at a time.

18 MR. ALDRICH: They did provide a supplement to
19 16.1 disclosures.

20 MR. GREER: And we took that last request and
21 we paired up the attachments with the emails and have
22 that for you.

23 MR. ALDRICH: It's coming?

24 MR. GREER: I think I was probably supposed to
25 bring them today.

1 MR. ALDRICH: Okay.

2 MR. GREER: But it's -- because it's too big
3 for email.

4 But, yes, it's done and we agreed to produce
5 it in writing. Our response, we agreed.

6 MR. ALDRICH: That's true.

7 MR. GREER: We'll work with them, your Honor.
8 We all need to get to the same point at trial here. I
9 just think we all need -- it's better if we focus,
10 really rather than throwing those broad nets everywhere
11 which cause distractions.

12 THE COURT: Is that what's set for the 23rd,
13 the motion to compel and for sanctions?

14 MR. ALDRICH: Yes.

15 THE COURT: And with the documents that have
16 been produced, does that satisfy some of the issues you
17 pointed out in your motion to compel, or do you know at
18 this point?

19 MR. ALDRICH: No. The documents that were
20 produced were mostly emails and some of the
21 transactional documents. Very little that I didn't
22 already have.

23 THE COURT: Okay.

24 MR. GREER: Which makes sense because both
25 parties had the transactional documents and the emails

1 between each other. There should be very little that
2 either side has the other doesn't.

3 THE COURT: Mr. Aldrich, do you remember --
4 and I don't expect you to have an infallible
5 computer-like recollection of specifically what was
6 requested, but do you remember in a general sense, for
7 example, what was requested from any documents in
8 possession of the defendant as it relates to the
9 Signature Bank?

10 MR. GREER: I don't think we got that. We got
11 it in the subpoena, not in the discovery. They're very
12 general discovery demands. Nothing specific really.

13 MR. ALDRICH: I cannot make that
14 representation because I don't remember. I will
15 certainly look. I mean, with that 14-day order, I
16 guess, I can send new requests.

17 THE COURT: Let me look here.

18 MR. ALDRICH: The large majority of the
19 requests were contention interrogatories related to the
20 paragraphs of the complaint.

21 MR. GREER: Excuse me, your Honor. I just had
22 notes after Mr. Aldrich's presentation. He made the
23 comment they wanted to know where the money went. I
24 think that's exactly what case law says is
25 inappropriate here.

1 With regard to EB5 Impact Advisors, we gave
2 them everything showing where the money went, including
3 the bank statements. Regarding what the lender does
4 with the interest money, what the lender does with his
5 progress payments, with his incentive bonuses, they
6 have no right to that.

7 That's like, you know, the mortgagee
8 subpoenaing the bank saying where did you spend my
9 points I paid on the loan and where did you spend the
10 interest I paid on the loan.

11 Certainly not the personal banking
12 information, everybody who's named as a defendant in
13 this case.

14 MR. ALDRICH: And we believe we do because it
15 was money targeted for a specific purpose.

16 MR. GREER: So we're going to be able to get
17 Piazza's banking statements and Mrs. Piazza's banking
18 statements because LVD Fund gave Front Sight money we
19 want to know where it went? That is Mr. Aldrich is
20 going to stipulate to that being relevant and become
21 the law of the case, is that the proposed stipulation?

22 MR. ALDRICH: No. But I can look at what you
23 asked for from Jennifer Piazza.

24 THE COURT: Gentlemen, we're not going to go
25 into -- and ladies, of course -- we're not going to go

1 there today.

2 You know what I'm going to do? And this is
3 what I think you really need, and I'm not going to
4 preclude any party from conducting meaningful
5 discovery, but my concern is we can't go overbroad and
6 just start subpoenaing bank accounts.

7 And that's why I think when I sat back and
8 reflected, I made a distinction that these were common
9 books and records, and you had to fight between
10 shareholders of a corporation. Absolutely, right? And
11 typically that's the type of -- that type of scenario,
12 you have a business court where you might have partners
13 fighting over things they want to know where the money
14 went.

15 This is a different issue because we had -- we
16 have different issues and entities that are litigating
17 this case. There's allegations of fraud, fraud in the
18 inducement. There's allegations of breach of contract,
19 breach of covenant of good faith and fair dealing. I
20 think that's a different scenario. I just don't think
21 that gives you the right to start looking at all bank
22 accounts. I just don't.

23 I do think that you have -- if something
24 specifically tailored to a specific claim for relief,
25 you can ask for that information, but it should be more

1 laser like and focused than just a broad, Hey,
2 Signature Bank, I want all the stuff. Right? Because
3 I don't think that's proper. I really don't. There's
4 privacy issues there. There's issues as to whether
5 it's relevant or not, and that's kind of how I see
6 that.

7 Now, if we have any other comments you want to
8 make on this specific issue, but I think I'm ready to
9 rule. Anything else?

10 MR. ALDRICH: No, your Honor.

11 THE COURT: Okay. This is what I'm going to
12 do. As far as the banking records are concerned, two
13 things: First and foremost, regarding defendant's
14 motion to quash subpoenas for deposition and/or
15 documents to Open Bank, I guess we can include Bank of
16 Hope, Signature Bank, and, I guess, there's probably
17 one more at Wells Fargo, I'm granting that.

18 Mr. Aldrich, I want to make sure I'm perfectly
19 clear on this. I'm not saying that potentially that
20 information, you can't seek certain financials. I'm
21 not saying that. I'm just quashing the subpoenas.

22 If you want to have a specific laser-like
23 request for production of documents as it pertains to
24 specific financials that you feel are important as it
25 relates to your claims for relief, you can do it, sir.

1 And if they don't produce it, come in, we deal with it.

2 You see what I mean?

3 MR. ALDRICH: I understand, so it's granted
4 today without prejudice. Something in the future if I
5 can --

6 THE COURT: Yeah.

7 MR. ALDRICH: -- hone it in.

8 THE COURT: No impact on a request for
9 production of documents, because I just -- I just feel
10 that it would be -- it's just opening up Pandora's Box.
11 I really and truly do.

12 Because, yes, you might have a right to -- if
13 they're taking a position that, for example, monies are
14 being spent for all these things and you feel, you know
15 what, Judge, they mislead my client, they didn't do
16 that -- I'm just being very general in nature -- you
17 have a right to focus in on that.

18 I think potentially that might be relevant,
19 and even if it wasn't relevant for the purposes of
20 admissibility at trial, it might be relevant for the
21 purposes of discovery. But I think it's better to
22 approach it from that regard.

23 And that's one of the reasons, too, I don't
24 want unnecessary delay. That's why I put a shortened
25 time period on the responses to the request for

1 production of documents, not so this case won't get
2 bogged down, right?

3 MR. GREER: Yes, your Honor.

4 THE COURT: So is there more?

5 MR. GREER: One more.

6 MS. HOLBERT: One more.

7 THE COURT: So we're actually getting
8 something done.

9 MS. HOLBERT: Yes, we are.

10 THE COURT: Ms. Holbert, it doesn't always
11 seem that way to me.

12 MS. HOLBERT: Right. We're making progress.
13 We're doing good today.

14 THE COURT: Right.

15 MS. HOLBERT: The last one is for the
16 defendant Sean Flynn.

17 (Brief pause in proceedings.)

18 MR. GREER: We're working it out here, your
19 Honor.

20 THE COURT: I've been very patient. That's
21 what I just told my clerk. I said, Maybe they're
22 working it out.

23 MS. HOLBERT: Right.

24 (Brief pause in proceedings.)

25 MR. GREER: Okay. So, your Honor.

1 THE COURT: Yes, sir.

2 MR. GREER: To the last one with Sean Flynn,
3 we've agreed to a compromise without prejudice to
4 plaintiff's right to bring the motion in its entirety
5 again or as to specific issues raised. But as to Sean
6 Flynn, as to Items 3 and 4, we're going to fully
7 comply.

8 That has to do with the documents regarding
9 the economic study that he performed for EB5 impact at
10 the regional center, No. 3; No. 4, documents relating
11 to his receipt of the equity in the company in lieu of
12 \$20,000 payment for doing the economic study in their
13 entirety.

14 As to 1 and 2, we're going to produce
15 documents to Mr. Aldrich as requested with the names
16 of -- sensitive names of any investors or brokers and
17 identifying information redacted.

18 And if there any communications which are not
19 being produced for any reason, I will be discussing
20 them with Mr. Aldrich and we will give him the
21 opportunity to seek further intervention from the
22 Court.

23 MR. ALDRICH: Nevada law [indiscernible] --

24 THE COURT REPORTER: I didn't get what you
25 said.

1 MR. GREER: Nevada law. Anything that's not
2 been provided, we'll provide a log with the general
3 subject matter and identifying information of the date
4 of the parties, and then the reason for the -- not
5 producing them.

6 THE COURT: So, in essence, that would be akin
7 to a privilege log, is that it?

8 MR. ALDRICH: Yes, it would be a privilege
9 log.

10 THE COURT: Which is appropriate. No
11 question.

12 So has that been resolved for now?

13 MR. ALDRICH: Yes, it has.

14 MR. GREER: Now, we have your motion to quash
15 our subpoenas to Morales Construction.

16 MR. ALDRICH: We're almost there, your Honor.

17 THE COURT: Is this plaintiff's motion to
18 quash subpoenas of third parties?

19 MR. ALDRICH: Yes.

20 So defendants issued three subpoenas or
21 notices of intent to issue three subpoenas to Morales
22 Construction, Top Rank and All American.

23 The gist of our objection -- I mean, we've
24 kind of laid it out in the motion. But we had a big
25 discussion a few minutes ago about the breadth of my

1 requests. I had four to seven requests.

2 These requests are essentially identical.
3 There's some typo as to some numbering, which is a
4 little bit confusing, but there's around 31 or 32
5 requests to each of these entities.

6 And I think the main issue here is that
7 they're not -- nothing here is relevant. I mean, we
8 have had some discussion about Morales Construction and
9 this senior debt and whether they're -- they got senior
10 debt and, you know, the contracts require them to use
11 best efforts to get senior debt.

12 But when we look at these requests -- I'll
13 just kind of walk through. I'm going to walk through
14 the -- it's my Exhibit A to the motion. I'm sorry,
15 Exhibit 1 to the motion. And it's the one to Top Rank.

16 My understanding is that this construction
17 line of credit with Morales, I don't have an
18 understanding, and I don't think one has articulated as
19 to why Top Rank and All American are here, are being
20 subpoenaed. But the first request to All American --
21 I'm sorry, Top Rank is the one I'm looking at.

22 The first request to Top Rank is:

23 "All documents you used or relied on in
24 entering into the construction line of credit."

25 I don't believe that's this entity, which

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 automatically makes them all nonrelevant.

2 And then the next one is:

3 "Any communications that relate or refer to
4 the construction line of credit."

5 Again not relevant to any of the issues here.

6 And it goes on. I really -- I mean, I could
7 walk through each one, and I will if the Court wants me
8 to. But if the Court looks at these, they are facially
9 overbroad and frankly not relevant at all. And they
10 don't serve any need or purpose in the case. And
11 that's the gist of our objection.

12 These are entities that Front Sight still
13 works with. We think it's really just to harass them
14 or make Front Sight look bad, or try to make Front
15 Sight look bad.

16 Some of these are duplicates, too, by the way.
17 Numbers 19 and 20 are duplicative of 7 and 8. Anyway,
18 this goes through like that. But they're just overly
19 broad and not relevant. That's the gist of our
20 objection, your Honor.

21 THE COURT: Okay. Thank you.

22 MR. GREER: Your Honor, these three entities
23 are each identified as parties to the construction line
24 of credit, so that's where we sent requests out to each
25 of the three.

1 The issues that we have with regard to line of
2 credit is, one, is it real? Is it a sham?

3 Two, what money, what has been done on the
4 property? LVD Fund, Mr. Dziubla have reporting
5 requirements which are coming up from its EB5
6 investors. They need to know how much work was done on
7 the project.

8 The breach of the contract of the construction
9 loan agreements, Front Sight has not provided that
10 information. So, I mean, granted we had -- we have
11 roughly 30 requests on these. They are each very, very
12 specific and designed to address specific issues that
13 are relevant in this case.

14 Documents that you used to rely on in entering
15 into the construction line of credit, this goes to
16 whether or not this is a sham agreement or actually a
17 bona fide line of credit. The construction loan
18 agreement required Front Sight to get senior -- a
19 senior lender. So we allege that that's not the case,
20 that this is a sham. It's not a senior lender, and
21 that is a breach of the contract. So we need to have
22 evidence to show whether it's a sham or not.

23 So did Front Sight do an application? Did
24 they give their financial information like they would
25 to a lender? Did they provide any type of security to

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 the lender? That's the type of thing that the lenders
2 would rely upon that we have asked here, clearly
3 relevant.

4 Communications that relate to the -- between
5 Front Sight and each of the three companies regarding
6 the construction line of credit is directly relevant to
7 both issues. Documents have been given to you from
8 Front Sight relating to the construction line of
9 credit. Obviously directly on point.

10 We then go into documents asking for monies
11 that have been spent, clearly directly on point.
12 Documents reflecting construction on the project, very
13 relevant and very, very important for the EB5
14 reporting.

15 Remember, Front Sight has not given their bank
16 statements on any of their prior productions. They
17 have now missed their most recent required production
18 of EB5 documentations. They didn't give anything. So
19 now we're trying to figure, okay, where can we go to
20 get that information. Clearly here, the Morales and
21 this group are the companies that allegedly did the
22 work on the project. They got paid for the work on the
23 project. We just need to know what work was done and
24 what they were paid for. And every single one of these
25 questions goes directly to that.

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 We asked about construction schedules,
2 construction plans, if they have any. That's something
3 there under the construction loan agreement that LVD
4 Fund has a right to. Any of the books and records of
5 Front Sight that it has reviewed, that's something that
6 the construction loan agreement, we have a right to.
7 Any photographs or video recording of the project to
8 see what has been done, that's something that we have a
9 right to.

10 There's nothing privileged in here.
11 Everything we've asked is directly related to Front
12 Sight's application for this line of credit, the basis
13 for them granting it. And lastly, in the end, their
14 ability to actually service this large a line of
15 credit, the last handful of questions, ask each of
16 these individual companies what portion of that
17 \$36 million line of credit are you responsible for.
18 And then to provide the documentation to show that you
19 are capable of servicing or carrying that portion of
20 that debt. That goes right to whether this is a sham
21 or not.

22 I'll be very, very careful here to make sure
23 that everything is relevant and carefully tailored.
24 Your Honor, I think we did so. And it's just -- and we
25 need these to proceed with the case.

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 From what we can gather, this is the only
2 company -- these are the only companies that have done
3 work on the property that have been able to figure out.
4 So this is the universe of, you know, the work that's
5 been, and we're going to have, and it's got to be
6 reported to the immigration service before the end of
7 the year.

8 Thank you. Good point.

9 Yeah, these were included in our request for
10 production --

11 THE COURT: I did see that.

12 MR. GREER: Okay.

13 THE COURT: There was a request for production
14 of documents specifically --

15 MS. HOLBERT: Right.

16 THE COURT: -- dealing with a lot of these
17 issues.

18 MR. GREER: I did attempt an alternative
19 method, yes.

20 All right. Thank you.

21 MR. ALDRICH: I haven't received any objection
22 to my responses for request for production. Point that
23 out.

24 But a couple of things. First of all,
25 Mr. Greer said that Front Sight is required to get

1 senior debt. They're not required to get senior debt;
2 they're required to use best efforts to obtain senior
3 debt.

4 And, by the way, Dr. Piazza testified about
5 this when he was here last time, and he talked about
6 the fact that as he was entering into this agreement
7 with Morales, that he was communicating with
8 Mr. Dziubla about it the entire time.

9 There was -- Mr. Greer just mentioned that
10 Front Sight has not given documents, and there is some
11 most recent reporting or something that was due. I
12 don't know what that is. I know that they brought your
13 Honor another thing they filed this morning called
14 notice of further monetary default. It says nothing
15 about not providing information.

16 I know that we provided -- Front Sight has
17 provided thousands and thousands of pages of documents.
18 And so -- at any rate, this is all -- they're asking
19 for information that they can get elsewhere. Although
20 I will admit, it may be me that it would come from, you
21 know.

22 MR. GREER: We asked.

23 MR. ALDRICH: But like I said, I hadn't got
24 any objection to the response that we prepared. So,
25 anyway, that's -- I think I've said my piece. I don't

1 have anything else to add.

2 THE COURT: So you're saying that it's
3 premature, is that it? I'm trying to figure out what
4 your position is, Mr. Aldrich. Because I'm looking at
5 it -- I think this is on page 13 of the subpoena duces
6 tecum. The Top Rank Builders, for example. And
7 Request No. 1 would be:

8 "All documents that you used or relied upon
9 in entering into a construction loan line of
10 credit."

11 Is there anything specifically wrong with
12 that?

13 MR. ALDRICH: (No audible response.)

14 THE COURT: Because I understand you said --
15 earlier you said, Look, Judge, we're just required to
16 make our best efforts to get one.

17 MR. ALDRICH: Yeah.

18 THE COURT: But it's my understanding, you
19 used your best efforts and there was -- your client
20 obtained a line of credit.

21 MR. ALDRICH: Through Morales.

22 THE COURT: Right.

23 MR. ALDRICH: Yeah. And the consent of
24 Mr. Dziubla.

25 But, your Honor, doesn't that, right,

1 automatically -- first of all, it's best efforts.
2 Okay. And then they did it. But the fact that it's
3 best efforts makes all of it not relevant in the first
4 place.

5 MR. GREER: If it's best efforts to get a
6 senior, obtain a senior loan, then they said they got a
7 senior loan, but it becomes real relevant when it's
8 fraud. And it's not a senior loan, it's a sham.

9 Best efforts don't include getting something
10 and faking like it is a valid senior loan.

11 MR. ALDRICH: Huh.

12 MR. GREER: They said they got it. We need to
13 know whether they really did or whether using their
14 best efforts they put together a sham to avoid having
15 to use their best efforts.

16 MR. ALDRICH: There wasn't a sham. Dr. Piazza
17 has already testified about it. He took the stand last
18 time and talked about it.

19 MR. GREER: I think he said it was a sham.

20 MR. ALDRICH: No, he didn't.

21 THE COURT: Well, ultimately, that might be a
22 factual determination for someone else to make, so I
23 won't call it one way or another, but I do think they
24 have a right, just like we talked about before, if your
25 client is taking the position that they did obtain a --

1 was it a \$36 million line of credit, then okay. That's
2 fine. But what documents support that, right? What
3 happened? How was it obtained?

4 MR. GREER: And why did they use it if it's
5 real? I mean, that's what caused all the suspicion.

6 MR. ALDRICH: Dr. Piazza already talked about
7 that. He talked about it when he was here.

8 MR. GREER: That's --

9 THE COURT: But here's the thing. And I'm not
10 saying you're wrong, Mr. Aldrich, but clients can talk
11 about a lot of things, but you need -- is there
12 evidence to support their position? And that's really
13 all -- all they're doing is they're just testing his
14 testimony.

15 And hypothetically, if, for example -- and I
16 don't know how this works under the new circumstances.
17 But if he added a line of credit, who issued it? How
18 was it funded? How is there access? And I'm just
19 talking in a very general nature.

20 For example, if you go to every Bank of
21 America and get a HELOC loan, it gets you a line of
22 credit on the house, there is documents you submit to
23 the bank, and they look at it. They approve it. And
24 they issue a line of credit to you, and -- and you can
25 access that typically at your own discretion, right?

1 Based upon the line of credit that was issued.

2 Now, I don't know how much this differs from
3 that scenario, but that's typically how lines of credit
4 work. You're given a certain sum out there, whether
5 it's \$500 or whether it's \$50 million, depending on
6 your financials that you can access that. And I think
7 that's all they're asking for.

8 That's from what I can tell; right? So what's
9 wrong with that? That's my ultimate question.

10 MR. ALDRICH: I understand. Like I said, I've
11 said my piece. I don't have anything to add to what
12 I've already talked about.

13 THE COURT: Okay.

14 You get the last word, sir. No, you don't.
15 It's Mr. Aldrich gets the last word.

16 Okay. And for the record, there was a request
17 for production that wasn't responded to, so you're
18 saying the subpoena the records directly from --

19 MS. HOLBERT: Still --

20 MR. ALDRICH: I know there hasn't been any
21 discussion or anything about my responses. None.

22 MR. GREER: Your Honor, it's -- if we asked
23 for it and they say, We're not going to give it,
24 nothing says, Okay, I got to tie this up in court for
25 three months on a motion to compel and what not. You

1 know what, we asked them nicely. They said they
2 weren't going to give them, so we go right to the
3 source. We don't know if we can trust them. To be
4 disparaging here. Going to the source is the safer way
5 to go anyway, and so we did try to get it directly.
6 They said no. We decided to go to the source.

7 MR. ALDRICH: I actually don't remember what I
8 said to that one. I don't know if it was because there
9 was 14 days and I didn't have time to get it. But,
10 again, no one has mentioned anything to me about
11 anything wrong with my responses. But I remind the
12 Court, I did. I wrote a 13-page single space letter to
13 opposing counsel explaining the problems with their
14 responses. And then repeatedly was told I was going to
15 get supplemental responses, and I didn't get them, so I
16 filed a motion to compel. But I get where we are. I
17 understand --

18 THE COURT: Well, you filed a motion to
19 quash --

20 THE COURT REPORTER: I need one at a time.

21 MR. ALDRICH: No, I filed a motion to compel.
22 That's on the 23rd. Related to this -- I'm talking
23 about related to the response.

24 MR. GREER: Your Honor, I probably missed the
25 call when Mr. Aldrich called me and said, Hey, Keith,

1 you know what, you got that motion filed. I'll go and
2 give them to you. Let's work it out here.

3 I didn't get that. I got an opposition back,
4 so ...

5 MR. ALDRICH: That is true.

6 THE COURT: All right. I mean, I do think
7 they have a right to that information at the end of the
8 day. I don't want to side step the processes.

9 So is there anything else I need to know? I
10 mean --

11 MR. ALDRICH: I have nothing to add, your
12 Honor.

13 THE COURT: I mean, am I somehow prejudicing
14 your client by making this determination without going
15 through the process? I just want to make sure I'm not
16 rushing to judgment here. That's all.

17 There is nothing else, Mr. Aldrich?

18 MR. GREER: No, your Honor.

19 MR. ALDRICH: No, your Honor. I stated our
20 position.

21 THE COURT: Okay. Well, for the record we're
22 talking about plaintiff's motion to quash subpoenas of
23 third parties, right?

24 MR. GREER: That's it.

25 MR. ALDRICH: That's correct.

1 MS. HOLBERT: Yes.

2 THE COURT: This is what I'm going to do
3 regarding the motion to quash, I'm going to deny it.

4 MR. ALDRICH: No limitation at all on those
5 requests?

6 THE COURT: I'm asking -- I'm trying to get
7 you to qualify --

8 MR. GREER: Limited to the dates.

9 THE COURT: You said no, you're limited.

10 MR. GREER: I limited each one to the dates,
11 to the subject, to the type.

12 MR. ALDRICH: Okay.

13 THE COURT: That's why, Mr. Aldrich, I was
14 wanting to make sure I understood your position, and
15 you said -- I just -- is there something I'm missing?
16 I need to dig in a little deeper.

17 MR. ALDRICH: I mean --

18 THE COURT: That's why I wanted to know --

19 MR. ALDRICH: I've said my piece. They are
20 completely overbroad. Okay? They're repetitive and
21 everything else, but I can -- I can go on and on. I
22 know what the Court is going to do. I can see it. The
23 Court has indicated, and I don't want to waste the
24 Court's time.

25 THE COURT: Well, it's not necessarily -- I

1 don't -- whatever time is necessary to make sure the
2 request is proper, I don't think I've rushed you out of
3 here. I probably should have done so on many
4 occasions, but I haven't, Mr. Aldrich.

5 MR. ALDRICH: I'm not saying you have, your
6 Honor. Absolutely not.

7 THE COURT: But if there's a concern with the
8 request, just like we dealt with some of the prior
9 requests, I'm willing to listen. I realize it's late
10 in the day, but I'm not ever going to just rush to
11 judgment. If there's a concern you have, let me know
12 with a little bit of particularity so I can address it.
13 But I do think they have -- for example, they have a
14 right, just like we talked about before, and your
15 client has a right to test certain aspects of their
16 case, they have a right to test whether or not there's
17 a valid construction loan agreement.

18 And, for example, I mean, I look at it and
19 they do appear to be unlike, say hypothetically, just
20 bank statements, but, for example, Request No. 1:

21 "All documents you relied upon in entering
22 into the construction loan" -- I'm sorry,
23 "construction line of credit."

24 Right? That's pretty specific. That's not
25 asking for anything else, but anything that they were

1 given that they relied upon before they issued this
2 "construction line of credit." That is all. Nothing
3 more; nothing less.

4 Request No. 2:

5 "All communications between and among you,
6 Front Sight, that relate or refer to the
7 construction line of credit."

8 And it just seems to me, all documents -- I
9 mean, No. 3 and No. 4, they're all going to one item,
10 and that's the construction line of credit.

11 Now I'm looking at these. Then it goes to
12 project dates. Right? I'm just kind of going through
13 it a little bit.

14 Construction points, if any.

15 MR. ALDRICH: Okay. No. 14. No. 14 asks for:

16 "Documents relating to or reflecting Front
17 Sight's financial status, including without
18 limitation, financial statements, banking
19 records, tax returns, accounting records."

20 They already have all that.

21 MR. GREER: But that would only be to the
22 extent they were in the lender's possession as part of
23 the construction loan agreement, which would show if
24 they had those things, it would tend to prove
25 plaintiff's case that it was a legitimate process. If

1 they don't have any of those, it would tend to, I
2 think, support defendant's position that it was not a
3 legitimate process.

4 THE COURT: Well, for example, No. 14
5 potentially could be tweaked to reflect No. 15. And
6 what I mean by that is this. No. 14 says:

7 "All documents referring to, related to, or
8 reflecting Front Sight's financial status,
9 including without limitations, financial
10 statements, banking records, tax returns, and
11 accounting rules."

12 But No. 15 -- and this is a very cursory
13 review by me on the bench. No. 15 says:

14 "All documents that refer or relate to any
15 of the Front Sight -- Front Sight's books and
16 records you have reviewed."

17 MR. GREER: Yeah. The reason the two of those
18 are distinct are, One, if they have any documents in
19 their possession relating to that item; but, Two, if
20 they went to Front Sight's, you know, offices and they
21 reviewed books, they don't have copies themselves,
22 maybe they just decided to go over and look at the
23 books and records at Front Sight. They wouldn't keep
24 copies, but they would say in their records, Today we
25 reviewed, you know, whatever the progress was on the

1 project or reviewed the cash flow statements, whatever,
2 with Mr. Piazza at his offices, or anything like that.
3 That was just things they might not have, but they
4 actually reviewed.

5 MR. ALDRICH: All right. So Request No. 24, I
6 see where the Court is so I'm going to jump down a
7 couple of those. Request No. 24:

8 "All documents reflecting communications
9 between or among Top Rank Builders, Inc.,
10 Morales Construction Inc., All American
11 Concrete and Masonry, Inc., regarding the
12 project."

13 Those are third party to third party
14 communications.

15 No. 25:

16 "All documents reflecting contracts between
17 Front Sight and Top Rank Builders, other than
18 relating to the construction line of credit or
19 project."

20 Now we're outside the construction line.

21 THE COURT: These are -- Mr. Aldrich, these
22 are the points you needed to bring up to me. I mean,
23 really, they are.

24 Are there more in here you want me to look at,
25 sir?

1 MR. ALDRICH: No. 26:

2 "All documents reflecting the business
3 relationship between Top Rank Builders,
4 Morales, and All American."

5 Again, not relevant. Overbroad.

6 Communications with the Nye County planning
7 department, No. 27.

8 MR. GREER: Your Honor, this is -- these
9 are -- a lot of these are based in part on Front Sight
10 not giving us any information about the projects. So
11 this was designed -- if there were discussions about
12 any pertinence or any type of research into the project
13 involving communications with Nye County and Front
14 Sight's construction, which is the project, that would
15 be relevant too.

16 With regard to the communications between
17 these three folks and what their relationship is,
18 they're all three together on -- on the line of
19 credits. They all three have the same president.
20 They're all three the same office address. And so I
21 was trying to figure out how they're related. So that
22 was -- and actually, you know what, each of these --
23 every one of these, excuse me, every one of these has
24 to do with the project.

25 Communications between you three regarding the

1 project. Communications with Front Sight regarding the
2 project. Everything in there is related to -- it's all
3 limited by the project. It's limited by time, by scope
4 and by subject.

5 Yeah, that's right. They were the lenders and
6 the ones working on the project. They are the ones
7 doing the work.

8 MR. ALDRICH: So, your Honor, I reviewed the
9 rest, and I think I've noted everything, but 25 is not
10 related to the project.

11 MR. GREER: It's not? I thought it was.

12 MR. ALDRICH: I'm looking at All American.
13 There was some confusion. This one -- for the record:

14 "All documents reflecting contracts between
15 Front Sight and Top Rank Builders, Inc., other
16 than relating to the construction line of
17 credit or the project."

18 So that's everything not related to the
19 project.

20 MR. GREER: Again, this was establishing the
21 relationship between the parties and if there was any
22 type of quid pro quo going on on a sham line of credit.

23 THE COURT: You have a few more minutes,
24 Mr. Aldrich. You can take your time and look at it
25 from, like, 28 on.

1 (Brief pause in proceedings.)

2 MR. ALDRICH: The only other one, No. 32,
3 related to communications relevant to the litigation.
4 I don't know that that's relevant to anything. I
5 looked at the other ones.

6 THE COURT: Okay.

7 MR. ALDRICH: And based on the Court's
8 comments previously, I understand how the Court's going
9 to find on those.

10 MR. GREER: And I think you'll notice the
11 theme throughout, your Honor, is this is all caused by
12 Front Sight, we allege, who breached the contract, not
13 providing the information that's needed. There are
14 reports due to the immigration services coming up
15 shortly. The vast majority of the information
16 requested here has to do with that. The remainder of
17 the information has to do with whether or not that line
18 of credit is really a line of credit or whether it's a
19 sham: The two basic themes throughout which are both
20 relevant.

21 THE COURT: Mr. Aldrich, other than the ones
22 that have been pointed out, are there any other ones
23 you want me to look at?

24 MR. ALDRICH: I don't have anything else to
25 add, your Honor.

1 THE COURT: All right. For the record, it's
2 my understanding there were objections to Requests No.
3 14, 24, 25, 26, 27, and 32. And by my notes, regarding
4 14 --

5 MR. ALDRICH: Your Honor, I'm sorry, I just
6 want to be clear. So I was operating off of the Top
7 Rank --

8 THE COURT: I think that's --

9 MR. ALDRICH: -- ones. The numbering is a
10 little bit different because there's some typos. So
11 would this be -- if there are some that the Court is
12 going to limit on, you may want to read that into the
13 record so we can make sure we have the right ones.

14 THE COURT: Okay.

15 MR. ALDRICH: Yeah. And there is -- 24 and 25
16 are -- there is a couple of --

17 THE COURT: You know what I'm going to do? In
18 light of -- I know -- I understand what the respective
19 positions of the parties are, and I think out of
20 fundamental fairness, I'm not going to rush. If you
21 want to -- when you get back to your office over the
22 next day or two, and just file me some sort of document
23 as to the ones you object to, I will at least look at
24 that.

25 I understand, Mr. Greer, what your position

1 is. I get it.

2 MR. GREER: Yeah. We need it fast because we
3 got reporting --

4 THE COURT: Fast.

5 MR. GREER: -- requirements coming. We're not
6 getting it from there.

7 THE COURT: I know, but I'm going to give
8 him -- I'm not going to give him a week or two, just
9 within the next 48 hours.

10 And what I'll do, as soon as I get that, I'll
11 look at it. Because, for example, this is kind of how
12 I look at it, but I want to make sure he itemizes every
13 one so I've looked at it. I don't want to rush.

14 But, for example, there's an objection to
15 Request No. 4, and I think this is under Top Rank. Let
16 me look to make sure. And -- but I'll go through each
17 one. I think it's the first one. Is that -- who's the
18 tort. Yeah, it's Top Rank. And there's an objection
19 to No. 24 that's been lodged by Mr. Aldrich. That one,
20 after reviewing it, I don't mind telling you, I'm going
21 to overrule that objection.

22 But, for example, No. 25, there's an
23 objection. And it's all documents reflecting contracts
24 between Front Sight, Top Rank Builders, and -- and
25 relating to the construction agreement. I'm going to

1 grant that one because I think that's going a little
2 bit too far. But the gist of most of what you're
3 requesting, I understand why.

4 But what I want to do is this: I'm going to
5 go back and look at each one with particularity. But I
6 don't want you to be at a disadvantage, Mr. Aldrich,
7 and just -- we cram it down. I want to give you a
8 chance to look at it. You can lodge it. And then I'll
9 go through it and read each one. And I just want
10 everybody to understand, for example, I get what you're
11 doing here, Counsel, Ms. Holbert, and Mr. Greer.

12 You're looking to see, Look. For example,
13 Request No. 1, which I think is clearly appropriate:

14 "All documents that you used or relied upon
15 in entering into the construction loan line of
16 credit."

17 It's like the first example I gave is
18 regarding Bank of America in a HELOC. The same thing,
19 right?

20 MR. GREER: You know, do you know which ones
21 you object to? I don't mind dealing with it if I can
22 stip to it. I'd rather have some clean requests and
23 get this thing rolling.

24 THE COURT: If you want to stip and narrow,
25 maybe have the items that -- I mean, I'll give you a

1 few minutes. We'll step down and you can talk.

2 MR. ALDRICH: Just one second.

3 MR. GREER: Yeah.

4 THE COURT: For example, No. 1 is pretty good.

5 MR. ALDRICH: Okay.

6 MR. GREER: Understood.

7 MR. ALDRICH: Your Honor, I'm going to provide
8 the objections.

9 THE COURT: Yes.

10 MR. ALDRICH: No later than Friday.

11 THE COURT: Okay.

12 MR. ALDRICH: Today is Wednesday, so no later
13 than Friday. I will try to do it in an easy way that
14 the Court can turn that around pretty quickly.

15 THE COURT: Right.

16 MR. ALDRICH: Okay.

17 THE COURT: Okay. I understand. And I think
18 it's important to do that for the record. Because I
19 don't want to rush you out of here, but we'll get it
20 done. And if you get me -- I can --

21 Can you remind me to do this Monday? We're in
22 trial, right?

23 I'm going to have my court clerk remind me
24 once I get the objections to do a minute order on
25 Monday, just kind of go through them. And this is one

1 that's -- that's -- it will be, I think, easier for me
2 to make that quick turnaround than it would on other
3 issues that are more complex.

4 Sir.

5 MR. ALDRICH: If I may, I have a suggestion to
6 help with that. If it pleases the Court, perhaps we
7 could provide a Word document with the specific
8 requests in there, so literally the Court can instruct
9 whoever is doing it to hit enter and type in "overrule"
10 or whatever. Speed it up so we wouldn't have to
11 retype. We don't do that very often in state court,
12 but I'd be happy to offer to do that.

13 MS. HOLBERT: I can do it. I've already got
14 it in Word.

15 MR. ALDRICH: Yeah.

16 MS. HOLBERT: So I can send you the Word of
17 the 30 or however many there are, make sure that there
18 aren't any typos and it's clean. I'll be happy to send
19 it to you first. In fact, I'll send it to you first if
20 you want and then you can make it red line, I object to
21 this. Then he can red line --

22 MR. GREER: In fact, why don't we send -- go
23 through -- and there's a couple of numbering issues in
24 there. Let's just clean them all up and send the Court
25 a clean copy and him a clean copy, and when we're done

1 we'll have a nice --

2 MS. HOLBERT: Yeah, I'm happy to do that.

3 THE COURT: But to be candid with you, I want
4 to tell everybody, all I would do is issue a simple
5 minute order --

6 MS. HOLBERT: Right.

7 THE COURT: -- where, okay, Request No. 1,
8 granted.

9 Request No. 2, denied.

10 MS. HOLBERT: Perfect.

11 MR. ALDRICH: Okay.

12 THE COURT: That's all.

13 MS. HOLBERT: Right.

14 MR. GREER: Keep it simple.

15 MR. ALDRICH: We'll work on a way that makes
16 it make sense, because one of them doesn't have the
17 typos, and we'll get it cleaned up. We will get it
18 submitted to the Court. But I was just offering that
19 in case the Court wanted to do it that way.

20 THE COURT: No. We'll make it really, really
21 simple.

22 Mr. Aldrich, I want to make sure you have a
23 chance, sir, to sit back and reflect.

24 MR. ALDRICH: Um-hum.

25 THE COURT: Versus on the run.

1 MR. ALDRICH: I appreciate that.

2 MS. HOLBERT: And for the record, your Honor,
3 we, of course, sent these starred with notices of
4 intent to serve. They have not yet been served, so --

5 THE COURT: Okay.

6 MS. HOLBERT: -- they're set for the 17th, but
7 we will, of course, get a new date. So they have not
8 actually been served. So I don't think we need any
9 interim order to stay or anything.

10 THE COURT: And -- and here's the thing. You
11 can always ask to reconsider issues; right? I'm not
12 going to --

13 But is there anything else I need to know?
14 Because I understand what your position is. It's
15 focusing, look, what did they rely upon to issue this
16 line of credit; right? That's basically what it is.
17 And I get it.

18 And if, for whatever reason, after I issue my
19 decision, if there's something there you want to -- I'm
20 not saying you're waiving your right to come back
21 again, but ultimately, who knows. When you get all the
22 documents, for example, Request No. 1 might cover
23 everything. Right?

24 MR. ALDRICH: All right. Anyway, your Honor,
25 we appreciate your time today.

1 MS. HOLBERT: Yes.

2 THE COURT: Okay.

3 MR. GREER: Thank you, your Honor.

4 THE COURT: Enjoy your day.

5 MS. HOLBERT: Thank you.

6 THE COURT: And remind me.

7 In fact, as far as the requests are concerned,
8 you're going to be sending me new requests, right? So
9 I don't have to rely upon these. I just need to go
10 back through them again.

11 MS. HOLBERT: Correct. Right?

12 MR. GREER: What?

13 MS. HOLBERT: You'll actually deliver that to
14 him in a hard copy so that he's got a clean hard copy
15 of what he needs to deal with?

16 MR. ALDRICH: Yeah. I figure I'd just file a
17 supplement.

18 MS. HOLBERT: Okay. Right. Right.

19

20 (Proceedings were concluded.)

21

22

* * * * *

23

24

25

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1 REPORTER'S CERTIFICATE

2 STATE OF NEVADA)

:SS

3 COUNTY OF CLARK)

4 I, PEGGY ISOM, CERTIFIED SHORTHAND REPORTER DO
5 HEREBY CERTIFY THAT I TOOK DOWN IN STENOTYPE ALL OF THE
6 PROCEEDINGS HAD IN THE BEFORE-ENTITLED MATTER AT THE
7 TIME AND PLACE INDICATED, AND THAT THEREAFTER SAID
8 STENOTYPE NOTES WERE TRANSCRIBED INTO TYPEWRITING AT
9 AND UNDER MY DIRECTION AND SUPERVISION AND THE
10 FOREGOING TRANSCRIPT CONSTITUTES A FULL, TRUE AND
11 ACCURATE RECORD TO THE BEST OF MY ABILITY OF THE
12 PROCEEDINGS HAD.

13 IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
14 MY NAME IN MY OFFICE IN THE COUNTY OF CLARK, STATE OF
15 NEVADA.

16
17 _____
18 PEGGY ISOM, RMR, CCR 541
19
20
21
22
23
24
25

Peggy Isom, CCR 541, RMR
(702)671-4402 - CROERT48@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

<p>IN UNISON: [1] 4/7 MR. ALDRICH: [246] MR. GREER: [157] 4/14 7/19 8/5 8/13 8/17 8/25 9/2 9/11 9/16 9/19 10/3 10/7 11/13 12/17 12/20 12/23 13/19 14/5 14/15 14/20 15/9 16/12 16/15 16/21 16/23 17/1 18/5 18/10 18/14 18/18 18/20 24/4 24/9 31/6 35/18 35/20 35/23 36/2 36/16 43/24 44/1 44/24 45/1 45/9 45/11 45/15 45/20 45/25 46/3 48/20 48/23 50/19 50/23 53/3 53/8 53/13 54/16 54/18 56/5 56/8 57/3 57/5 57/9 58/8 66/8 67/20 69/6 69/19 72/22 74/21 74/23 75/4 83/15 85/21 88/2 89/8 89/10 90/4 91/4 91/7 92/4 92/11 94/20 94/22 96/9 96/21 97/9 97/23 98/6 98/25 99/6 99/17 100/4 101/18 101/20 101/23 102/3 102/7 102/23 103/1 103/3 103/9 104/23 104/25 105/3 105/8 105/10 108/8 117/9 118/3 118/11 118/15 118/20 118/24 119/2 119/7 119/24 120/10 120/21 121/16 125/3 125/5 125/18 125/25 126/2 127/1 127/14 129/22 133/12 133/18 134/22 136/5 136/12 136/19 137/4 137/8 138/22 139/24 140/18 140/24 141/8 141/10 143/21 144/17 146/8 147/11</p>	<p>147/20 148/10 150/2 150/5 151/20 152/3 152/6 153/22 154/14 156/3 156/12 MS. HOLBERT: [56] 4/12 5/3 6/19 7/24 9/1 9/13 9/17 13/16 13/20 15/8 17/13 17/17 18/6 59/6 59/18 60/3 60/7 60/9 60/23 61/10 61/14 62/25 63/10 64/2 64/12 70/25 71/8 71/12 71/15 71/18 71/24 73/19 100/21 101/6 104/13 125/6 125/9 125/12 125/15 125/23 133/15 138/19 141/1 153/13 153/16 154/2 154/6 154/10 154/13 155/2 155/6 156/1 156/5 156/11 156/13 156/18 THE COURT CLERK: [2] 14/11 15/5 THE COURT REPORTER: [7] 8/3 74/9 96/24 118/7 118/16 126/24 139/20 THE COURT: [304] \$ \$100,000 [2] 55/22 56/1 \$20,000 [1] 126/12 \$36 [2] 132/17 137/1 \$36 million [2] 132/17 137/1 \$360,000 [1] 46/18 \$50 [1] 138/5 \$500 [1] 138/5 \$500,000 [3] 40/15 40/24 46/17 \$6 [1] 55/9 \$6 million [1] 55/9 \$6.3 [1] 55/14 \$6.3 million [1] 55/14</p>	<p>' '70s [1] 115/2 - -o0o [4] 31/3 31/4 74/16 74/17 1 10-13 [1] 13/17 100 [4] 2/16 34/13 47/19 96/22 100 percent [1] 94/18 100,000 [1] 56/2 11-13 [4] 13/18 13/19 13/20 13/21 12 [7] 20/20 21/13 26/7 26/16 108/14 111/12 117/12 13 [7] 13/17 13/18 13/19 13/20 13/21 117/13 135/5 13-page [1] 139/12 14 [10] 7/22 117/21 117/25 139/9 143/15 143/15 144/4 144/6 149/3 149/4 14-day [2] 116/5 120/15 140 [1] 46/19 14th [1] 8/15 15 [3] 144/5 144/12 144/13 15th [2] 5/15 8/19 16 [4] 17/11 18/2 58/20 58/23 16.1 [4] 58/20 60/17 61/3 118/19 160 [1] 3/8 1601 [1] 3/7 17150 [1] 2/15 17th [1] 155/6 19 [1] 129/17 1975 [1] 3/11 1:00 [1] 14/1 1:27 [1] 4/2 2 20 [14] 54/20 54/21 54/22 54/24 55/1 55/1 55/2 56/4 56/9 56/10 56/14 56/18 65/17 129/17 2011 [1] 23/1 2012 [8] 31/18 37/22 41/11 77/1</p>	<p>81/25 82/18 93/19 108/1 2013 [3] 18/24 41/12 93/19 2014 [2] 82/5 93/19 2015 [2] 31/10 82/5 2016 [12] 18/24 20/20 21/13 25/23 26/7 26/16 31/12 32/6 37/11 46/14 108/15 111/12 2017 [2] 25/25 96/17 2018 [1] 26/2 2019 [2] 1/21 4/1 2020 [1] 64/21 206 [1] 2/6 227-1975 [1] 3/11 23rd [25] 5/20 6/9 7/2 7/17 8/19 9/7 10/3 10/8 10/13 11/10 12/18 12/21 13/11 13/24 15/20 24/25 71/24 72/1 72/17 72/19 72/24 73/7 73/14 119/12 139/22 24 [5] 145/5 145/7 149/3 149/15 150/19 25 [5] 145/15 147/9 149/3 149/15 150/22 2510 [1] 2/5 26 [3] 87/19 146/1 149/3 27 [2] 146/7 149/3 28 [1] 147/25 3 30 [3] 65/17 130/11 153/17 31 [1] 128/4 32 [3] 128/4 148/2 149/3 35 million [1] 37/13 3900 [1] 2/8 3:05 [1] 74/13 3:10 [1] 74/14 4 40 [4] 54/21 54/25 55/2 117/14 48 [1] 150/9 4:00 [3] 14/20 15/2 18/8</p>	<p>4:00 o'clock [1] 14/19 5 50 million [2] 20/24 37/12 500,000 [1] 111/23 520-ish [1] 117/1 541 [2] 1/24 157/17 5490 [1] 3/10 550 [1] 116/9 579-3900 [1] 2/8 5th [2] 5/15 8/20 6 6,000 [1] 118/11 600 [4] 116/9 117/10 117/14 117/24 613-6677 [1] 2/18 613-6680 [1] 2/19 65 [9] 17/10 18/1 58/22 60/1 61/8 61/11 62/15 63/13 65/16 6677 [1] 2/18 6680 [1] 2/19 7 7,000 [3] 91/23 99/14 99/18 70 million [1] 20/23 702 [3] 2/8 3/10 3/11 75 million [2] 37/13 37/20 8 853-5490 [1] 3/10 858 [2] 2/18 2/19 89074 [1] 2/7 89146 [1] 3/9 9 90 [1] 118/1 92127 [1] 2/17 9:30 [1] 14/11 : :SS [1] 157/2 A A's [1] 75/18 abide [3] 84/5 112/5 113/22 ability [7] 33/21</p>
---	--	---	---	--

Peggy Isom, CCR 541, RMR (1) IN UNISON: - ability
(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>A ability... [6] 33/21 46/16 55/4 70/20 132/14 157/11 able [9] 21/20 36/20 65/12 67/16 84/2 84/22 95/19 121/16 133/3 about [87] 9/24 10/6 10/22 13/7 17/21 18/1 21/11 24/19 24/24 26/7 27/6 28/3 31/11 33/6 34/13 38/12 39/14 40/13 40/22 43/18 45/4 51/8 51/11 51/13 55/15 59/14 63/2 64/8 65/18 66/20 67/23 69/17 69/20 70/1 73/13 74/13 77/22 78/17 79/10 79/13 83/6 83/7 84/8 84/15 85/3 91/25 92/1 92/7 93/17 94/12 94/18 95/18 97/10 98/12 99/21 102/17 104/19 108/7 108/11 110/19 110/21 111/3 111/11 112/3 116/14 117/15 127/25 128/8 132/1 134/4 134/5 134/8 134/15 136/17 136/18 136/24 137/6 137/7 137/11 138/12 138/21 139/10 139/23 140/22 142/14 146/10 146/11 absolutely [11] 25/7 35/20 35/20 36/15 40/4 92/10 94/18 111/19 117/5 122/10 142/6 abuse [1] 52/2 accelerate [1] 70/20 accept [3] 25/25 31/9 84/3 access [5] 93/11 100/1 137/18 137/25 138/6 accommodation [1] 13/10 according [1] 22/8 account [8] 107/12</p>	<p>107/19 107/24 107/25 112/11 112/12 112/24 113/10 accountant [1] 40/17 accounting [11] 40/16 79/20 79/20 94/17 105/23 106/1 109/15 110/19 110/23 143/19 144/11 accounts [6] 111/22 112/25 114/7 114/21 122/6 122/22 ACCURATE [1] 157/11 achieved [2] 21/12 32/2 across [1] 90/15 action [8] 26/20 26/21 36/24 51/14 53/11 63/18 67/12 95/13 actions [3] 62/8 62/9 78/16 acts [1] 53/10 actually [27] 9/5 13/17 16/12 17/13 20/14 24/19 29/6 34/14 43/14 46/9 49/5 51/14 51/20 80/17 84/9 86/15 91/13 95/21 107/6 125/7 130/16 132/14 139/7 145/4 146/22 155/8 156/13 add [8] 18/22 49/21 92/16 107/14 135/1 138/11 140/11 148/25 added [2] 47/21 137/17 addition [1] 98/12 additional [4] 26/15 60/18 72/20 105/25 address [11] 4/18 79/6 79/14 80/2 85/6 85/7 96/14 104/6 130/12 142/12 146/20 addressed [6] 55/16 81/21 83/12 85/13 91/13 112/6 adequate [1]</p>	<p>67/21 adjust [1] 103/5 administratively [2] 5/22 69/6 admissibility [2] 82/9 124/20 admissible [3] 23/16 69/16 82/7 admit [2] 112/19 134/20 admitted [5] 69/14 69/22 80/11 91/18 110/6 admittedly [2] 81/23 112/14 advance [4] 5/7 6/3 6/11 6/24 advanced [2] 6/8 63/18 advantage [4] 26/25 56/18 78/19 97/18 adverse [1] 6/12 advise [1] 84/4 advisor [2] 46/5 47/3 advisors [19] 19/3 31/13 32/9 32/9 36/8 46/10 46/19 47/9 47/12 49/5 49/8 76/24 82/16 105/22 106/3 106/12 107/1 107/8 121/1 affect [1] 33/18 affecting [1] 77/3 affirmative [3] 42/8 42/13 104/25 afforded [1] 105/16 after [22] 6/10 7/21 10/24 16/9 16/12 25/22 31/10 31/18 32/5 32/10 35/23 45/13 46/14 57/23 63/15 71/10 103/24 106/15 111/11 120/22 150/20 155/18 afternoon [6] 4/6 4/7 4/10 4/12 14/15 23/19 again [26] 19/24 32/13 33/4 33/6 67/8 70/9 72/16 77/2 77/9 77/9 78/22 81/6 82/2 84/1 90/4 90/12</p>	<p>96/15 97/2 113/11 126/5 129/5 139/10 146/5 147/20 155/21 156/10 against [4] 11/12 11/14 11/17 105/18 agent [4] 75/24 76/21 90/24 112/2 agents [5] 31/15 77/24 78/6 89/1 93/24 aggressive [2] 11/25 97/16 ago [9] 19/24 29/21 29/22 51/9 83/22 96/18 118/1 118/2 127/25 agree [15] 11/22 35/18 36/14 38/25 39/3 39/7 49/23 54/10 59/20 62/21 64/11 65/22 70/22 73/18 100/21 agreed [6] 37/11 37/23 103/25 119/4 119/5 126/3 agreeing [1] 39/5 agreement [65] 19/2 19/7 19/15 19/20 20/14 22/2 22/3 25/18 27/22 28/3 29/5 29/17 30/17 31/19 31/19 33/24 36/7 36/10 37/1 37/7 37/10 37/18 37/22 38/2 38/5 38/9 39/7 39/20 39/24 40/7 41/7 41/20 42/17 43/22 44/6 44/14 44/19 45/8 45/17 47/2 48/11 48/13 48/17 49/25 50/1 50/8 50/13 50/25 51/1 52/8 52/20 52/22 53/6 53/21 54/4 54/6 68/6 130/16 130/18 132/3 132/6 134/6 142/17 143/23 150/25 agreements [6] 18/25 25/5 25/6 39/13 40/25 130/9 ahead [4] 4/8 13/24 54/17 55/24 ahold [1] 84/24 air [1] 73/3</p>	<p>akin [1] 127/6 al [1] 13/23 ALDRICH [51] 3/5 3/6 4/11 4/19 10/6 11/16 15/24 22/14 30/1 31/7 32/7 38/13 46/17 48/25 53/15 57/18 58/1 67/9 68/1 70/22 72/5 78/11 79/4 79/5 85/21 86/21 90/1 95/25 97/3 98/16 102/5 108/19 114/15 120/3 121/19 123/18 126/15 126/20 135/4 137/10 138/15 139/25 140/17 141/13 142/4 145/21 147/24 148/21 150/19 151/6 154/22 Aldrich's [1] 120/22 alerts [1] 95/17 all [169] allegation [2] 106/13 109/23 allegations [13] 19/12 25/3 36/8 37/8 42/15 42/16 46/6 48/13 109/20 114/5 114/12 122/17 122/18 allege [2] 130/19 148/12 alleged [4] 15/15 21/10 25/21 69/9 allegedly [2] 26/1 131/21 alleging [1] 22/16 alleviating [1] 33/7 allow [4] 20/9 22/20 80/5 95/4 allowed [2] 22/20 80/14 allowing [1] 47/21 allows [2] 37/6 84/18 almost [3] 47/19 96/17 127/16 along [2] 53/6 105/24 already [29] 5/19 9/10 11/13 16/1 22/17 23/12 39/17</p>
---	--	--	---	--

<p>A already... [22] 40/5 42/25 49/13 50/14 61/21 68/1 78/19 82/7 97/12 105/24 106/3 108/6 110/6 112/6 112/20 113/19 119/22 136/17 137/6 138/12 143/20 153/13 also [27] 4/15 5/2 8/22 23/20 25/23 26/6 27/1 27/11 32/21 39/23 55/14 66/9 71/5 80/13 81/8 82/15 82/16 82/17 83/4 85/11 86/24 95/16 98/10 103/1 108/14 111/21 113/10 alternative [3] 4/22 20/13 133/18 Although [2] 52/22 134/19 always [4] 34/11 63/4 125/10 155/11 am [6] 39/15 42/18 68/18 98/23 109/11 140/13 amend [1] 28/11 amended [2] 28/10 28/16 America [2] 137/21 151/18 American [6] 127/22 128/19 128/20 145/10 146/4 147/12 among [4] 17/21 25/17 143/5 145/9 amount [5] 24/15 65/3 66/3 82/3 91/21 amounts [2] 20/22 46/22 analogous [1] 115/9 analysis [2] 48/22 114/22 Angeles [1] 14/16 animal [3] 109/11 114/11 114/20 another [14] 29/23 34/20 34/25 54/24 64/5 67/23 72/15 86/24 88/10 99/8 101/23 109/4</p>	<p>134/13 136/23 answer [5] 43/15 43/24 46/1 58/14 92/3 answered [1] 67/9 answers [1] 116/13 ante [1] 102/13 anticipate [1] 72/4 anticipated [2] 20/23 73/15 any [80] 7/18 11/17 12/8 12/13 15/15 28/7 33/10 35/10 37/24 47/13 55/3 60/16 61/12 62/6 64/1 75/24 76/20 76/20 77/12 77/17 80/19 81/6 84/9 85/18 86/2 86/6 86/6 86/11 86/14 87/10 87/12 89/15 89/19 89/20 89/23 89/23 91/20 93/19 93/20 95/21 96/1 98/8 100/6 103/24 107/22 110/6 111/7 111/24 112/13 112/25 113/14 120/7 122/4 123/7 126/16 126/18 126/19 129/3 129/5 129/10 130/25 131/16 132/2 132/4 132/7 133/21 134/18 134/24 138/20 143/14 144/1 144/14 144/18 146/10 146/12 146/12 147/21 148/22 153/18 155/8 anybody [4] 86/15 89/11 89/20 112/18 anymore [1] 23/17 anyone [2] 11/23 99/25 anything [36] 13/5 42/20 44/13 45/16 49/20 62/17 68/18 78/24 79/17 79/17 92/16 94/8 94/17 106/2 106/5 109/7 117/11 117/13 117/19 123/9 127/1 131/18 135/1 135/11 138/11</p>	<p>138/21 139/10 139/11 140/9 142/25 142/25 145/2 148/4 148/24 155/9 155/13 anyway [11] 16/6 16/7 24/23 48/2 50/15 82/9 87/21 129/17 134/25 139/5 155/24 anywhere [3] 80/12 91/19 94/5 apparently [1] 83/4 appear [3] 38/15 48/14 142/19 appearances [3] 1/25 2/21 4/9 appears [3] 65/20 95/24 114/11 appellate [1] 57/21 application [4] 63/16 63/20 130/23 132/12 applies [3] 36/4 44/6 50/21 apply [8] 33/17 47/1 47/4 51/18 53/8 53/9 85/15 103/1 appoint [1] 9/3 appointing [1] 116/4 appreciate [3] 13/10 155/1 155/25 appreciates [1] 13/9 approach [1] 124/22 appropriate [6] 29/4 29/9 98/4 107/3 127/10 151/13 approve [1] 137/23 April [1] 66/6 arbitration [6] 50/20 51/2 51/5 51/6 51/10 51/12 are [153] 6/17 9/11 11/8 11/9 15/14 15/25 18/17 19/8 19/24 20/2 20/5 21/5 21/10 25/2 25/5 26/20 27/1 27/2 28/7 28/17 29/9 32/7</p>	<p>33/13 33/13 35/16 36/5 36/5 36/12 36/18 36/24 37/8 39/25 40/2 40/2 40/6 41/3 41/13 43/18 45/2 45/3 45/10 46/22 47/9 48/21 50/11 50/17 52/1 54/12 54/12 56/21 57/15 57/16 58/13 59/1 59/5 59/8 61/18 61/23 63/25 64/20 66/2 69/9 69/13 69/21 70/3 71/1 73/2 75/3 75/16 75/18 78/7 78/7 78/23 78/25 80/15 80/16 84/10 84/11 84/13 85/4 85/9 85/15 85/22 86/1 86/11 87/15 87/19 89/21 90/23 92/17 93/3 93/20 93/21 98/9 98/22 99/17 100/22 101/10 102/9 105/17 105/19 105/19 106/8 106/18 107/18 109/6 112/3 113/25 114/20 117/25 118/4 122/16 123/12 123/24 124/13 125/9 126/18 128/2 128/19 128/19 129/8 129/12 129/16 129/17 129/23 130/5 130/11 130/13 131/21 132/17 132/19 133/2 139/16 141/19 144/18 144/18 145/13 145/21 145/22 145/23 145/24 146/9 146/9 147/6 148/13 148/19 148/22 149/11 149/16 149/19 153/3 153/17 156/7 aren't [9] 25/4 36/9 36/25 68/24 82/4 86/22 108/20 109/24 153/18 arguably [2] 75/13 76/11</p>	<p>argue [1] 81/17 argued [2] 15/25 29/21 argument [10] 18/20 33/6 46/24 49/11 55/14 81/13 82/2 83/12 86/8 93/18 arguments [2] 85/15 93/17 around [11] 6/5 6/12 14/21 50/25 51/2 51/3 54/23 78/3 98/18 128/4 152/14 arrangement [1] 19/16 articulated [1] 128/18 as [112] 8/9 11/12 12/2 12/23 12/24 13/22 13/22 19/8 19/19 20/19 21/13 26/8 28/13 28/15 29/3 29/24 30/19 34/5 35/2 36/11 36/23 38/23 38/23 39/11 41/3 41/10 42/15 44/12 45/6 47/10 48/9 48/14 48/16 50/2 52/20 52/21 52/24 53/19 53/20 53/22 53/25 57/1 58/21 60/14 60/17 61/18 61/18 62/22 63/14 65/11 66/2 66/15 67/9 69/15 71/1 72/5 72/5 77/19 77/19 78/22 79/3 80/12 80/13 81/1 84/14 86/9 87/17 90/20 93/1 95/12 96/11 101/20 104/2 104/19 105/14 105/15 106/22 106/25 107/7 108/16 109/9 111/6 111/17 111/17 111/18 112/7 113/4 114/16 116/1 117/7 120/8 121/12 123/4 123/12 123/12 123/23 123/24 126/5 126/5 126/6 126/14 126/15 128/3 128/18 129/23 134/6</p>
--	--	--	---	---

<p>A as... [6] 143/22 149/23 150/10 150/10 156/7 156/7 aside [1] 55/23 ask [16] 15/19 24/1 29/17 75/20 87/22 89/19 99/15 102/17 103/9 112/25 115/14 115/14 117/4 122/25 132/15 155/11 asked [15] 24/16 24/21 28/20 109/1 112/23 116/3 117/16 117/19 121/23 131/2 132/1 132/11 134/22 138/22 139/1 asking [16] 5/13 15/16 24/24 25/2 40/14 65/3 80/17 106/9 112/10 113/21 118/13 131/10 134/18 138/7 141/6 142/25 asks [5] 76/17 88/17 89/19 107/21 143/15 aspect [2] 12/4 39/4 aspects [2] 96/2 142/15 aspiring [1] 32/2 assert [1] 28/12 asserted [1] 28/15 assets [2] 114/5 114/6 associated [2] 75/6 75/14 ASSOCIATES [1] 2/13 association [1] 88/13 assume [1] 92/8 assumed [1] 25/19 assuming [3] 65/4 72/24 84/11 at [132] 8/3 8/4 14/2 14/11 15/1 15/2 17/6 18/8 20/13 20/16 20/21 21/7 21/14 21/24 22/19 24/16 25/24 28/21 30/6 31/19 31/24 32/5 32/22 35/7 35/15 37/25</p>	<p>39/6 39/16 41/6 42/6 42/24 43/4 43/6 43/19 43/21 44/5 46/24 47/6 48/1 48/8 49/13 51/6 52/6 53/25 55/12 57/16 59/3 62/14 63/3 63/12 65/10 66/5 66/10 66/12 66/13 67/15 70/3 70/16 72/24 77/10 77/18 79/3 80/19 81/14 82/11 83/5 84/11 87/22 88/22 88/24 89/11 89/20 93/4 93/25 95/21 96/24 96/25 99/14 99/25 100/3 100/8 100/18 101/15 102/1 102/3 102/13 102/20 105/22 106/3 111/7 118/7 118/8 118/16 118/17 119/8 119/17 121/22 122/21 123/17 124/20 126/9 128/12 128/21 129/8 129/9 134/18 135/4 137/23 137/25 139/20 140/7 141/4 142/18 143/11 144/22 144/23 145/2 145/24 147/12 147/24 148/5 148/23 149/23 149/23 150/11 150/12 150/13 151/5 151/6 151/8 157/6 157/8 attached [2] 20/19 118/14 attachments [2] 118/13 118/21 attempt [1] 133/18 attempting [2] 95/25 97/13 attended [1] 96/11 attorney [3] 77/4 87/17 89/16 Attorney's [1] 100/4 attorney-client [3] 77/4 87/17 89/16 audible [1] 135/13 August [1] 24/22 authority [2]</p>	<p>83/11 107/10 authorizations [2] 115/7 115/7 automatically [2] 129/1 136/1 availability [2] 71/16 102/18 available [2] 42/14 78/8 AVENUE [1] 3/7 avoid [3] 47/16 99/8 136/14 Awada [1] 30/11 away [7] 20/25 27/16 39/25 64/22 87/12 94/15 94/16</p> <p>B back [31] 7/10 10/1 11/23 21/1 23/1 30/10 35/3 47/8 54/23 55/1 55/4 55/14 56/10 56/15 57/6 74/13 83/22 85/10 86/19 91/23 100/12 100/12 101/14 106/18 122/7 140/3 149/21 151/5 154/23 155/20 156/10 bad [2] 129/14 129/15 balances [1] 46/20 balls [1] 73/3 bank [38] 37/14 40/14 40/22 105/4 105/5 105/5 105/5 105/21 105/23 106/5 107/6 107/11 107/17 107/20 107/21 107/22 108/12 108/22 111/3 111/18 112/9 112/11 112/22 114/7 120/9 121/3 121/8 122/6 122/21 123/2 123/15 123/15 123/16 131/15 137/20 137/23 142/20 151/18 banked [1] 105/22 banking [7] 107/5 121/11 121/17 121/17 123/12 143/18 144/10 banks [6] 105/8 105/8 105/9 105/11</p>	<p>107/18 111/22 base [1] 90/20 based [11] 23/22 28/18 42/25 45/6 56/24 92/7 115/5 117/2 138/1 146/9 148/7 basic [1] 148/19 basically [1] 155/16 basis [3] 33/10 79/23 132/12 bat [1] 80/6 battles [2] 64/25 64/25 be [186] because [134] 4/25 5/24 6/17 7/4 10/4 10/10 10/15 11/18 12/7 13/2 13/14 14/25 15/10 15/13 16/15 19/6 21/10 25/4 25/16 27/13 27/14 28/9 28/21 29/10 29/12 29/18 29/21 31/8 31/8 31/18 32/14 32/23 33/12 34/8 34/23 35/4 35/20 36/24 37/10 37/22 38/4 38/13 39/4 40/14 40/24 41/2 41/10 42/12 43/20 44/2 44/8 44/19 47/21 47/25 50/7 50/17 50/23 51/18 51/22 55/2 57/22 58/9 59/12 59/23 63/25 64/7 66/22 67/9 67/25 68/16 68/24 69/7 69/23 70/14 70/16 71/18 74/7 76/16 77/18 78/10 78/12 78/14 78/25 79/19 81/15 81/24 83/1 84/12 84/23 85/22 85/25 87/12 93/17 93/20 93/21 95/1 97/25 98/13 99/6 101/10 102/9 102/15 104/8 107/10 110/6 112/15 112/20 114/12 114/14 114/20 114/23 115/24 116/24 117/20 118/13 119/2 119/24</p>	<p>120/14 121/14 121/18 122/15 123/2 124/9 124/12 135/4 135/14 139/8 149/10 150/2 150/11 151/1 152/18 154/16 155/14 become [3] 63/8 82/7 121/20 becomes [1] 136/7 been [43] 5/2 5/3 7/9 11/25 13/14 22/16 24/24 25/16 29/10 29/12 34/8 38/16 52/6 60/22 68/6 70/10 71/21 72/9 72/11 75/9 79/16 81/13 85/13 105/18 105/24 106/3 113/3 113/5 119/16 125/20 127/2 127/12 130/3 131/7 131/11 132/8 133/3 133/5 138/20 148/22 150/19 155/4 155/8 before [28] 1/18 4/16 6/14 14/8 17/21 18/2 23/15 29/9 29/16 29/16 30/19 35/15 39/12 47/24 52/18 59/3 63/15 66/18 77/25 90/15 95/6 103/8 105/17 133/6 136/24 142/14 143/1 157/6 BEFORE-ENTITLED [1] 157/6 begging [1] 26/12 begin [1] 60/13 beginning [2] 93/25 108/1 behalf [5] 4/11 4/13 4/14 67/16 71/2 behold [1] 56/1 being [18] 19/3 26/8 33/1 34/2 35/17 78/23 87/3 105/12 107/4 107/4 107/5 107/19 117/18 121/20 124/14 124/16 126/19 128/19 belabor [2] 26/17 98/1</p>
--	--	--	---	--

Peggy Isom, CCR 541, RMR

(4) as... - belabor

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>B believe [11] 5/4 15/17 33/22 37/20 49/6 49/8 67/2 70/10 96/11 121/14 128/25 bench [3] 34/7 42/22 144/13 benefit [2] 47/21 56/16 best [13] 6/23 102/4 128/11 134/2 135/16 135/19 136/1 136/3 136/5 136/9 136/14 136/15 157/11 better [4] 14/17 67/7 119/9 124/21 between [27] 20/15 21/9 48/12 75/24 76/20 77/8 80/19 82/11 82/12 88/25 89/11 90/23 92/17 92/18 116/9 120/1 122/9 131/4 143/5 145/9 145/16 146/3 146/16 146/25 147/14 147/21 150/24 beyond [1] 26/16 bifurcate [25] 17/8 17/25 18/12 20/16 25/1 27/10 30/11 30/16 30/22 32/14 35/23 40/8 40/20 41/17 43/20 44/2 44/3 44/16 47/17 48/1 49/15 51/24 52/16 52/25 53/3 bifurcated [6] 30/16 37/17 38/1 47/18 49/15 52/7 bifurcates [1] 46/23 bifurcating [4] 20/9 27/6 27/7 44/22 bifurcation [3] 28/1 37/3 52/3 big [5] 45/13 45/20 46/7 119/2 127/24 biggest [1] 68/24 birthday [1] 88/18 bit [12] 32/6 63/13 64/23 65/1 66/9 81/23 107/18 128/4 142/12 143/13</p>	<p>149/10 151/2 blanche [1] 98/22 blank [1] 98/24 block [1] 66/5 blush [1] 43/6 board [1] 15/22 bogged [1] 125/2 bona [1] 130/17 bonuses [2] 46/15 121/5 books [5] 122/9 132/4 144/15 144/21 144/23 borrow [1] 54/19 borrower [2] 19/16 21/16 both [9] 17/8 18/9 19/8 22/1 35/21 35/25 119/24 131/7 148/19 bothers [1] 94/12 bottom [1] 30/10 Box [1] 124/10 brainer [1] 94/19 breach [16] 26/23 26/23 27/21 28/4 35/14 41/7 42/7 42/16 43/21 47/13 52/8 114/12 122/18 122/19 130/8 130/21 breached [2] 19/18 148/12 breaches [1] 19/20 breadth [2] 102/9 127/25 break [4] 74/9 74/11 74/12 74/15 bridge [4] 23/2 23/3 23/6 23/7 brief [9] 18/16 23/23 27/5 30/15 83/12 99/19 125/17 125/24 148/1 briefed [3] 34/2 34/9 38/16 briefing [8] 29/18 38/17 42/24 43/15 50/6 52/23 53/19 53/23 bring [12] 6/25 37/12 37/12 37/13 43/4 87/16 93/25 99/24 102/12 118/25 126/4 145/22 bringing [1] 4/24 brings [1] 22/14</p>	<p>broad [8] 75/17 76/14 76/16 77/5 88/20 119/10 123/1 129/19 broader [3] 60/13 81/23 82/8 broken [1] 74/24 broker [6] 92/20 92/23 94/23 94/24 94/25 95/8 broker's [1] 95/11 brokers [23] 31/15 77/24 78/2 78/4 78/20 86/10 86/11 86/16 87/8 88/15 90/7 90/8 90/9 90/19 92/14 92/18 92/19 93/3 93/19 95/10 97/24 98/8 126/16 brought [4] 6/8 22/15 43/17 134/12 bucks [1] 54/20 builder [1] 23/5 Builders [6] 135/6 145/9 145/17 146/3 147/15 150/24 bunch [3] 113/17 116/13 116/18 burden [5] 76/6 89/21 114/15 114/18 117/23 burdensome [3] 81/14 81/20 93/8 business [17] 8/1 20/8 62/2 62/6 62/6 63/5 63/11 86/15 88/11 90/9 90/9 106/22 114/2 114/7 114/9 122/12 146/2 but [218]</p>	<p>134/13 139/25 came [10] 26/11 30/2 55/21 59/3 74/7 90/15 106/18 111/13 113/13 116/3 CAMPO [1] 2/15 can [125] 5/22 6/4 6/5 11/22 12/20 13/1 13/25 14/2 14/2 17/24 20/5 22/24 23/5 24/2 28/3 35/13 36/10 36/14 38/25 39/13 39/15 40/18 47/3 48/5 49/1 50/19 52/23 53/3 54/21 54/21 55/22 55/23 55/25 56/4 56/9 56/16 57/23 60/12 60/14 62/21 64/15 64/23 65/18 66/8 66/14 67/4 70/25 71/10 73/2 73/13 74/7 74/11 79/24 80/5 84/3 84/16 87/5 90/22 93/15 95/3 95/10 96/23 97/5 97/6 98/3 98/3 98/18 98/21 99/3 99/15 99/22 99/25 100/3 102/1 102/3 102/8 102/12 102/12 102/14 102/15 102/16 102/16 102/20 102/22 103/4 103/5 105/8 105/9 108/21 112/6 113/4 115/18 117/4 120/16 121/22 122/25 123/15 123/25 124/5 131/19 133/1 134/19 137/10 137/24 138/6 138/8 139/3 141/21 141/21 141/22 142/12 147/24 149/13 151/8 151/21 152/1 152/14 152/20 152/21 153/8 153/13 153/16 153/20 153/21 155/11 can't [31] 5/6 11/16 11/23 12/3 12/8 12/13 27/21</p>	<p>28/14 35/1 35/6 35/10 36/12 36/17 37/19 52/7 55/20 56/2 57/6 57/7 66/6 79/25 84/18 86/6 88/3 94/4 113/18 114/17 115/10 115/13 122/5 123/20 candid [1] 154/3 cannot [3] 11/11 83/20 120/13 capable [1] 132/19 capital [30] 19/3 25/11 31/13 32/9 32/19 32/24 33/14 45/20 46/5 46/10 47/3 47/9 47/12 49/5 75/8 76/1 76/23 76/23 76/24 77/16 80/25 81/2 81/4 82/13 82/14 82/17 82/24 93/10 93/10 111/13 cards [3] 23/12 67/15 88/18 care [3] 70/6 78/16 78/17 careful [1] 132/22 carefully [1] 132/23 carrying [1] 132/19 carte [1] 98/22 Carter [9] 75/2 75/19 80/7 82/11 85/3 96/10 103/2 103/3 104/2 case [92] 1/1 2/3 9/23 10/20 11/18 11/20 12/8 12/16 15/22 17/4 18/23 19/4 20/3 20/10 20/15 22/14 23/9 27/7 27/17 30/11 30/14 30/15 34/6 35/10 35/21 37/3 38/1 38/9 38/11 38/21 39/7 41/4 41/17 43/5 43/10 44/3 46/24 47/3 47/8 51/4 51/7 51/14 51/19 51/21 51/25 56/25 57/16 59/2 59/15 59/19 60/10 61/4 61/13 61/21 62/2 62/6 62/7 62/16 67/6</p>
--	---	--	--	---

Peggy Isom, CCR 541, RMR

(5) believe - case

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>C case... [33] 67/25 71/3 72/9 79/16 92/7 92/16 93/13 96/2 97/5 97/6 97/9 112/13 113/7 114/1 114/2 114/21 114/25 115/2 115/3 115/4 116/22 120/24 121/13 121/21 122/17 125/1 129/10 130/13 130/19 132/25 142/16 143/25 154/19 cases [14] 12/10 12/12 12/13 20/9 21/9 21/25 28/5 35/25 36/5 51/24 52/11 58/13 71/3 114/24 cash [1] 145/1 categories [1] 74/25 category [1] 77/18 causation [1] 70/7 causation-type [1] 70/7 cause [3] 27/7 87/5 119/11 caused [3] 93/5 137/5 148/11 causes [4] 26/20 26/21 36/24 67/12 CCR [2] 1/24 157/17 center [12] 21/2 25/11 31/15 49/6 76/5 76/25 82/17 82/25 93/11 106/11 110/15 126/10 cents [1] 66/8 CEO [2] 25/9 110/14 certain [10] 57/15 62/19 84/19 96/1 109/19 114/15 114/17 123/20 138/4 142/15 certainly [14] 7/16 28/11 28/17 55/13 72/15 80/11 82/4 82/5 83/25 100/7 113/11 113/20 120/15 121/11 CERTIFICATE [1] 157/1 CERTIFIED [1]</p>	<p>157/4 CERTIFY [1] 157/5 cetera [2] 19/14 78/8 chair [1] 96/16 challenge [1] 8/19 chance [3] 98/17 151/8 154/23 change [6] 55/21 61/12 65/1 103/4 111/13 111/23 changed [2] 7/7 31/18 charge [1] 110/17 chart [1] 98/23 check [8] 13/25 14/13 17/14 60/1 64/6 72/20 73/21 102/12 checked [1] 13/17 checks [2] 31/20 32/8 child [1] 63/5 chooses [1] 27/10 chose [1] 22/25 circumstances [2] 84/19 137/16 circumvent [1] 12/3 citation [2] 83/11 116/21 cite [1] 107/9 cited [3] 30/11 30/14 114/24 civil [2] 26/22 27/3 CLA [1] 40/7 claim [9] 27/6 28/24 35/12 35/25 38/23 41/19 52/21 67/12 122/24 claims [34] 27/12 27/15 28/7 28/12 28/17 29/9 30/16 30/22 35/16 36/5 36/12 36/18 36/22 36/22 36/25 37/4 37/24 41/15 43/18 50/10 50/11 50/17 53/4 53/7 53/19 53/22 57/1 57/15 60/18 62/19 80/15 108/14 116/25 123/25 clarify [1] 49/4 CLARK [3] 1/7 157/3 157/14 class [2] 51/14 95/13</p>	<p>clause [6] 50/20 50/21 50/24 50/25 51/2 51/3 clauses [2] 51/6 51/10 clean [6] 151/22 153/18 153/24 153/25 153/25 156/14 cleaned [1] 154/17 clear [10] 28/6 30/13 43/17 44/20 45/16 78/15 107/13 107/14 123/19 149/6 clearly [8] 56/12 105/19 106/23 114/14 131/2 131/11 131/20 151/13 clerk [3] 102/17 125/21 152/23 client [18] 13/9 24/1 40/14 40/24 77/4 84/2 84/4 87/17 89/16 97/6 108/11 111/23 117/1 124/15 135/19 136/25 140/14 142/15 client's [2] 53/21 80/24 clients [2] 113/14 137/10 close [2] 65/5 88/16 combining [1] 65/21 come [27] 14/22 16/6 16/7 20/24 20/24 34/13 56/12 56/13 72/11 72/14 74/13 79/18 86/18 88/16 91/23 95/6 98/19 99/10 100/12 102/1 102/21 109/24 110/1 117/7 124/1 134/20 155/20 comes [11] 12/7 30/13 37/7 52/11 52/21 56/1 64/19 65/8 96/1 101/13 114/17 coming [8] 31/12 32/24 33/6 72/13 118/23 130/5 148/14 150/5</p>	<p>commencement [1] 63/15 comment [2] 29/16 120/23 comments [3] 23/22 123/7 148/8 common [4] 28/18 50/11 50/17 122/8 communicating [1] 134/7 communication [3] 89/15 89/19 92/20 communications [26] 75/23 76/18 76/19 77/8 80/18 82/10 88/25 89/10 89/17 89/18 90/14 90/25 91/4 92/17 126/18 129/3 131/4 143/5 145/8 145/14 146/6 146/13 146/16 146/25 147/1 148/3 companies [4] 131/5 131/21 132/16 133/2 company [14] 75/6 76/1 81/1 81/5 82/14 82/15 88/6 88/14 89/20 89/22 90/23 93/6 126/11 133/2 company's [1] 88/10 compel [10] 9/14 70/16 107/3 109/2 115/20 119/13 119/17 138/25 139/16 139/21 compelling [1] 22/1 complain [2] 25/14 108/4 complaint [6] 28/10 28/16 36/6 36/18 117/12 120/20 complete [1] 22/7 completely [2] 107/1 141/20 completion [2] 22/5 106/16 complex [5] 12/9 52/12 54/13 62/7 153/3 compliance [2] 68/7 70/7 complied [1] 79/15</p>	<p>comply [2] 33/11 126/7 component [1] 39/9 compromise [1] 126/3 computer [1] 120/5 computer-like [1] 120/5 Concepcion [1] 51/7 concern [13] 10/19 17/21 64/19 65/8 68/21 68/24 70/2 77/19 99/20 113/7 122/5 142/7 142/11 concerned [5] 9/7 61/19 98/11 123/12 156/7 concerns [1] 112/3 concessions [1] 15/15 concise [1] 18/21 concluded [1] 156/20 conclusion [1] 35/11 Concrete [1] 145/11 concurrently [1] 67/5 conditions [3] 48/16 52/3 52/21 conduct [2] 11/25 34/14 conducting [1] 122/4 confer [1] 98/18 conference [12] 17/11 18/2 58/21 59/2 59/11 59/13 59/19 60/11 61/4 61/13 61/21 71/3 conferred [1] 78/11 confident [1] 47/18 confidential [1] 92/25 confirm [1] 88/8 confirming [2] 19/24 75/14 conflict [1] 8/17 confusing [2] 118/14 128/4 confusion [3]</p>
---	--	--	--	---

Peggy Isom, CCR 541, RMR

(6) case... - confusion

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>C confusion... [3] 49/10 103/24 147/13 consent [1] 135/23 consider [2] 20/19 87/20 consistency [1] 6/1 consistent [2] 30/6 39/21 consolidated [1] 63/19 consolidating [1] 64/3 conspiracy [2] 26/23 27/4 CONSTITUTES [1] 157/10 construction [82] 18/25 19/7 19/15 19/19 20/3 20/5 20/10 22/2 22/3 22/12 23/4 25/18 27/21 29/4 33/12 33/24 35/14 36/7 36/9 37/1 37/10 37/18 37/21 38/2 38/4 39/6 40/7 41/7 41/20 42/16 43/22 44/6 44/14 44/19 45/7 47/1 47/22 48/11 48/13 48/16 49/25 50/1 50/13 52/8 53/6 53/20 54/3 54/6 68/6 127/15 127/22 128/8 128/16 128/24 129/4 129/23 130/8 130/15 130/17 131/6 131/8 131/12 132/1 132/2 132/3 132/6 135/9 142/17 142/22 142/23 143/2 143/7 143/10 143/14 143/23 145/10 145/18 145/20 146/14 147/16 150/25 151/15 consumer [2] 51/13 52/22 contact [4] 77/23 78/21 90/19 97/19 contacting [1] 97/20 contacts [2] 78/6</p>	<p>78/7 contained [4] 45/7 48/10 53/20 69/24 contemplate [1] 34/11 contention [3] 23/17 46/7 120/19 context [1] 86/4 continue [4] 17/5 25/14 83/10 84/8 continued [8] 3/1 17/14 25/20 25/25 31/9 71/5 83/6 94/9 continues [1] 84/21 continuing [2] 26/3 26/19 continuous [2] 30/20 31/8 contract [19] 26/23 27/13 33/5 33/25 36/17 36/21 41/15 42/7 43/8 44/10 51/13 62/18 68/5 84/18 114/12 122/18 130/8 130/21 148/12 contracts [6] 18/23 19/5 128/10 145/16 147/14 150/23 contractual [3] 19/6 27/3 43/8 control [9] 32/15 46/12 46/15 47/11 69/9 75/23 77/13 80/18 82/21 controlled [1] 95/19 controlling [1] 76/19 convenient [1] 73/1 Conversely [2] 19/10 47/4 conversion [2] 26/22 27/3 conviction [1] 59/17 coordinate [1] 102/15 copies [3] 15/7 144/21 144/24 copy [5] 7/11 153/25 153/25 156/14 156/14 corner [1] 54/23 corporate [1]</p>	<p>114/5 corporation [2] 114/7 122/10 correct [23] 18/12 24/14 27/23 28/23 30/8 57/11 58/2 60/3 61/6 61/9 61/10 65/15 71/19 72/2 74/20 90/1 90/3 104/8 104/10 109/17 109/22 140/25 156/11 corrected [2] 24/9 24/10 correspondence [4] 78/19 85/23 86/2 99/1 could [20] 11/2 23/11 26/4 26/17 28/11 44/20 87/4 88/11 93/7 98/15 99/1 99/13 99/14 100/13 100/15 102/22 117/10 129/6 144/5 153/7 couldn't [3] 8/16 56/12 56/17 counsel [9] 6/12 17/21 58/15 69/14 87/23 104/3 117/23 139/13 151/11 count [2] 11/12 11/17 counter [4] 17/12 60/19 60/20 71/2 counter-defendant s [4] 17/12 60/19 60/20 71/2 counterclaims [3] 27/2 41/15 59/12 counterdefendants [1] 58/21 countries [2] 87/2 87/4 country [1] 87/1 COUNTY [5] 1/7 146/6 146/13 157/3 157/14 couple [11] 23/22 64/20 65/1 72/10 80/9 83/8 102/16 133/24 145/7 149/16 153/23 course [11] 39/3 40/24 42/2 42/3 42/4 64/7 70/4 70/20 121/25 155/3 155/7</p>	<p>court [125] 1/6 1/19 5/9 6/5 6/11 6/13 8/5 8/7 8/12 8/24 9/20 9/20 10/19 13/4 13/6 14/18 15/11 15/11 15/13 15/21 16/23 17/24 20/18 23/16 23/21 25/2 27/9 27/16 28/2 28/25 29/1 29/22 29/23 29/24 30/12 30/15 30/21 30/24 33/16 34/23 40/8 40/11 40/15 41/11 41/16 43/19 44/2 44/9 47/24 49/15 51/21 52/2 59/13 59/15 61/24 62/2 62/6 62/6 63/4 63/5 63/12 63/17 64/24 65/2 65/16 66/10 66/11 66/18 67/16 67/20 67/22 71/16 77/24 78/16 79/11 79/16 79/19 79/24 80/4 80/8 82/6 83/20 84/1 84/23 85/18 87/20 95/6 95/13 95/16 97/3 98/2 98/19 98/21 99/25 103/13 104/14 105/22 111/9 112/6 113/23 114/2 115/1 115/8 115/23 116/2 116/4 117/21 122/12 126/22 129/7 129/8 138/24 139/12 141/22 141/23 145/6 149/11 152/14 152/23 153/6 153/8 153/11 153/24 154/18 154/19 Court's [6] 65/19 71/16 84/5 141/24 148/7 148/8 CourtCall [4] 14/23 15/4 15/6 18/9 courtroom [2] 9/22 95/18 Courts [2] 51/8 51/17 covenant [2] 26/24 122/19 cover [3] 104/3</p>	<p>104/4 155/22 covered [1] 88/18 covering [1] 77/2 covers [1] 49/14 cram [1] 151/7 crawling [1] 88/10 create [1] 23/3 created [2] 22/17 22/24 creative [1] 97/16 credit [33] 22/24 23/6 128/17 128/24 129/4 129/24 130/2 130/15 130/17 131/6 131/9 132/12 132/15 132/17 135/10 135/20 137/1 137/17 137/22 137/24 138/1 138/3 142/23 143/2 143/7 143/10 145/18 147/17 147/22 148/18 148/18 151/16 155/16 credits [1] 146/19 current [6] 41/12 56/24 59/2 59/20 65/9 71/3 cursor [1] 144/12 cut [2] 31/21 45/12</p> <p>D damage [1] 93/4 damages [3] 52/1 55/15 69/9 damaging [2] 78/19 93/13 dangerous [1] 69/19 date [12] 5/13 6/21 9/23 13/15 22/5 22/25 22/25 71/5 71/15 108/2 127/3 155/7 DATED [1] 1/21 dates [13] 59/20 60/14 61/12 61/18 61/19 61/20 65/9 66/2 71/1 73/21 141/8 141/10 143/12 Dave [3] 80/7 82/11 85/3 David [1] 75/2 day [18] 9/10 14/11 14/18 14/25 16/17 52/7 54/13 70/16 72/16 82/1</p>
--	---	--	--	---

Peggy Isom, CCR 541, RMR

(7) confusion... - day

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>D day... [8] 84/15 94/1 116/5 120/15 140/8 142/10 149/22 156/4 days [20] 7/21 7/22 7/23 7/25 8/1 19/23 25/16 26/10 41/25 71/21 71/22 71/23 72/5 72/20 73/8 117/21 117/25 118/1 118/2 139/9 deadline [1] 116/6 deadlines [1] 59/1 deal [8] 5/22 47/3 69/11 78/4 81/18 105/13 124/1 156/15 dealing [8] 18/11 26/24 43/5 43/7 105/4 122/19 133/16 151/21 dealt [7] 38/8 51/9 92/14 92/15 95/14 115/4 142/8 debt [8] 4/22 128/9 128/10 128/11 132/20 134/1 134/1 134/3 decide [8] 4/18 34/2 34/9 35/14 37/14 70/14 72/17 98/7 decided [7] 21/7 35/17 39/24 48/15 51/7 139/6 144/22 decides [5] 28/21 28/25 40/8 44/9 45/18 decision [18] 20/25 29/17 35/7 40/12 42/24 42/25 44/11 44/12 45/3 47/5 47/7 47/7 52/19 64/1 66/13 66/19 67/22 155/19 decisions [3] 44/17 47/16 49/2 declaration [2] 20/20 68/11 declarations [2] 69/13 75/10 deed [2] 4/21 13/23 deemed [1] 27/13 deeper [2] 54/1 141/16 default [9] 19/21</p>	<p>19/22 19/25 24/7 24/14 24/17 24/21 97/15 134/14 defendant [7] 1/13 2/2 109/3 114/21 120/8 121/12 125/16 defendant's [4] 17/7 88/23 123/13 144/2 defendants [24] 4/13 4/15 17/12 19/4 25/2 26/8 29/6 29/12 30/14 39/17 59/11 60/19 60/20 65/10 69/8 71/2 79/18 91/5 93/13 107/7 109/6 110/13 114/25 127/20 defense [2] 51/20 67/17 defenses [4] 42/8 42/13 51/17 114/17 defer [1] 16/8 deficient [1] 109/16 definitely [1] 73/14 defrauded [1] 50/7 degree [1] 50/16 DEL [1] 2/15 Delaware [1] 63/8 delay [2] 16/8 124/24 deliberate [1] 35/9 deliver [1] 156/13 demand [8] 29/7 29/12 33/20 36/4 36/10 36/19 36/20 36/23 demands [1] 120/12 denied [4] 53/17 104/7 104/18 154/9 deny [4] 52/16 80/5 88/9 141/3 department [2] 52/13 146/7 depending [2] 107/19 138/5 deposition [7] 62/24 85/12 88/23 100/23 100/25 101/7 123/14 depositions [2] 69/23 100/22 DEPT [1] 1/3 derivative [1] 62/8</p>	<p>designed [2] 130/12 146/11 desire [2] 10/20 61/24 destroyed [2] 110/18 110/22 determination [10] 47/23 48/7 48/12 48/17 53/18 54/2 70/17 70/21 136/22 140/14 determine [1] 44/5 determined [1] 53/9 determines [1] 46/25 detrimental [1] 78/9 developing [2] 75/11 90/20 DEVELOPMENT [20] 1/12 19/2 19/17 19/23 25/11 25/19 31/9 31/21 32/16 32/18 39/19 76/2 76/25 81/8 82/18 93/9 106/14 107/24 110/14 112/23 dialogue [1] 49/1 dictate [1] 50/1 did [43] 7/4 13/8 24/1 29/7 29/7 30/16 33/20 47/11 47/12 65/16 66/9 79/10 83/21 85/8 86/2 92/12 92/13 95/9 96/5 109/9 111/17 115/18 116/23 117/5 118/3 118/6 118/18 121/8 121/9 130/23 130/23 130/25 131/21 132/24 133/11 133/18 136/2 136/13 136/25 137/4 139/5 139/12 155/15 didn't [17] 24/6 51/18 55/13 67/24 79/20 85/7 91/18 110/6 117/19 119/21 124/15 126/24 131/18 136/20 139/9 139/15 140/3 DIEGO [11] 2/17 75/8 76/2 80/10</p>	<p>81/10 81/24 83/4 89/4 91/14 93/23 96/3 difference [1] 36/2 different [30] 19/1 19/5 19/5 21/25 21/25 27/9 28/4 46/9 46/21 46/22 46/22 56/3 56/8 59/16 71/10 75/21 79/22 91/24 94/2 107/19 109/11 114/11 114/14 114/20 114/22 115/3 122/15 122/16 122/20 149/10 differs [1] 138/2 difficult [2] 40/3 112/15 dig [2] 54/1 141/16 dilatory [1] 11/24 dire [1] 34/15 directed [1] 87/23 DIRECTION [1] 157/9 directly [13] 42/14 75/11 78/2 78/3 78/20 105/20 131/6 131/9 131/11 131/25 132/11 138/18 139/5 disadvantage [1] 151/6 disagree [8] 34/23 39/8 39/17 49/23 50/16 98/20 117/11 117/13 disagreeing [1] 43/18 disagrees [1] 48/5 disclose [1] 90/10 disclosed [2] 86/11 95/6 disclosure [1] 64/21 disclosures [3] 72/12 118/10 118/19 discover [1] 82/6 discoverability [1] 82/8 discoverable [5] 86/3 92/2 94/21 112/8 113/22 discovery [16] 11/9 59/12 60/13 64/24 64/25 65/12</p>	<p>66/21 70/18 72/7 80/5 85/17 86/5 120/11 120/12 122/5 124/21 discretion [6] 31/22 52/2 65/19 66/10 87/20 137/25 discuss [2] 71/13 90/7 discussed [2] 78/11 87/4 discussing [2] 105/15 126/19 discussion [13] 8/10 9/18 16/20 17/10 17/20 17/25 43/11 56/24 58/22 66/1 127/25 128/8 138/21 discussions [3] 34/18 88/19 146/11 disingenuous [2] 31/11 32/21 disparaging [1] 139/4 disparate [1] 44/20 dispute [4] 24/13 24/15 45/16 84/15 distinct [5] 21/25 25/5 33/4 33/5 144/18 distinction [1] 122/8 distinguish [1] 114/1 distract [1] 20/7 distractions [1] 119/11 DISTRICT [3] 1/6 1/19 115/1 dividing [1] 21/8 do [180] DOCKET [1] 1/2 doctrine [1] 33/17 document [3] 116/18 149/22 153/7 documentation [3] 86/12 105/25 132/18 documentations [1] 131/18 documents [74] 40/16 40/18 70/19 75/23 76/18 77/7 77/12 77/17 81/14 82/3 82/4 82/21</p>
---	---	--	--	--

Peggy Isom, CCR 541, RMR

(8) day... - documents

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>D documents... [62] 87/10 87/10 88/5 88/6 88/13 88/24 89/10 91/24 94/15 94/16 98/7 99/22 100/15 101/2 101/5 107/18 107/23 112/7 112/21 113/16 114/8 115/14 116/6 117/11 117/12 118/5 119/15 119/19 119/21 119/25 120/7 123/15 123/23 124/9 125/1 126/8 126/10 126/15 128/23 130/14 131/7 131/10 131/12 133/14 134/10 134/17 135/8 137/2 137/22 142/21 143/8 143/16 144/7 144/14 144/18 145/8 145/16 146/2 147/14 150/23 151/14 155/22 does [23] 13/6 18/4 29/1 30/24 33/17 38/15 39/25 47/1 47/4 51/2 54/3 56/6 67/22 83/16 85/18 88/24 93/20 95/15 103/13 104/5 119/16 121/3 121/4 doesn't [27] 7/5 7/6 22/23 23/17 27/16 29/20 36/19 44/16 47/7 54/10 78/14 78/16 81/24 86/1 89/18 92/16 92/16 92/20 98/14 99/18 107/10 110/24 112/18 120/2 125/10 135/25 154/16 doing [12] 32/20 47/21 60/4 64/13 67/14 71/13 125/13 126/12 137/13 147/7 151/11 153/9 dollars [4] 26/1 93/22 113/18 117/1 don't [139] 5/1 5/14 6/2 6/4 6/6 6/9 6/9 8/11 9/24 9/24</p>	<p>11/16 13/5 14/3 14/16 14/22 15/10 16/17 22/17 22/20 24/20 24/22 25/14 28/9 28/16 33/9 34/5 34/8 34/24 39/3 39/7 40/21 42/9 45/12 46/1 46/19 46/20 48/19 49/6 49/20 51/24 53/3 53/9 54/13 54/14 55/7 55/7 55/8 56/16 57/24 58/9 58/14 59/4 61/17 61/18 62/5 62/12 64/2 64/9 64/12 64/15 66/20 66/24 68/17 69/17 69/20 69/21 69/22 70/11 72/7 81/16 83/22 83/23 86/18 86/21 90/13 90/18 90/18 91/17 91/19 92/7 92/14 93/18 93/20 94/8 94/8 95/22 96/18 97/18 97/18 99/13 99/21 101/4 107/13 110/1 110/4 111/16 111/24 115/17 116/9 120/4 120/10 120/14 122/20 122/22 123/3 123/3 124/1 124/23 128/17 128/18 128/25 129/10 134/12 134/25 136/9 137/16 138/2 138/11 138/14 139/3 139/7 139/8 140/8 141/23 142/1 142/2 144/1 144/21 148/4 148/24 150/13 150/20 151/6 151/21 152/19 153/11 153/22 155/8 156/9 done [33] 8/20 22/6 22/7 22/7 23/12 39/22 42/25 47/17 52/12 57/24 62/15 64/10 64/14 66/4 66/14 68/25 71/18 71/19 71/20 73/12 79/17 105/1 106/21 119/4 125/8 130/3 130/6 131/23 132/8 133/2 142/3</p>	<p>152/20 153/25 double [1] 13/17 double-checked [1] 13/17 doubt [1] 50/22 down [16] 5/12 7/8 12/7 14/22 28/4 49/12 69/2 73/2 74/24 93/16 111/22 125/2 145/6 151/7 152/1 157/5 Dr. [10] 26/6 26/9 79/13 79/15 108/16 108/16 111/10 134/4 136/16 137/6 Dr. Piazza [10] 26/6 26/9 79/13 79/15 108/16 108/16 111/10 134/4 136/16 137/6 draft [1] 87/24 dragged [1] 20/6 dropped [1] 116/9 duces [1] 135/5 due [11] 7/21 8/2 8/6 8/15 12/3 49/7 59/8 68/24 70/11 134/11 148/14 duplicates [1] 129/16 duplicative [4] 27/8 47/7 47/16 129/17 during [3] 39/14 70/4 89/13 duty [1] 47/13 Dziubla [41] 4/15 20/21 23/13 25/9 25/17 25/23 26/11 39/14 75/6 75/9 75/25 76/22 80/8 80/11 80/20 82/12 87/13 90/14 90/17 91/18 92/18 92/19 93/9 94/6 94/11 95/9 96/15 106/10 108/10 108/15 110/6 110/14 110/15 110/17 111/6 111/12 112/15 113/8 130/4 134/8 135/24 Dziubla's [7] 76/9 81/1 82/14 88/5 88/13 89/24 90/8</p>	<p>105/15 120/1 128/5 129/7 129/23 129/24 130/11 131/5 132/15 141/10 146/22 150/16 151/5 151/9 earlier [2] 56/13 135/15 early [3] 66/6 80/12 96/11 easier [3] 79/3 117/22 153/1 easy [7] 26/4 69/11 94/19 97/2 97/3 97/8 152/13 EB5 [63] 19/3 20/2 22/4 22/12 22/17 23/4 23/10 23/17 25/10 25/10 25/21 31/13 31/16 32/24 33/12 39/19 40/16 46/18 47/22 49/5 49/8 68/12 75/8 75/11 75/15 76/3 76/24 76/24 77/14 77/15 80/14 82/16 82/16 82/22 82/24 84/13 86/15 86/17 86/20 86/22 89/5 89/13 90/2 90/15 90/20 91/14 92/13 93/10 93/10 93/22 94/15 96/3 105/22 106/3 106/12 110/15 110/16 112/12 121/1 126/9 130/5 131/13 131/18 EB5 IA [5] 25/10 25/21 39/19 40/16 112/12 EB5 IC [1] 110/15 economic [3] 26/25 126/9 126/12 economist [2] 22/22 23/8 economy [1] 23/8 effect [1] 65/6 efficiency [4] 12/6 14/4 62/16 63/22 efficient [2] 43/2 74/24 efficiently [2] 46/11 47/16 efforts [12] 86/7 90/8 128/11 134/2 135/16 135/19 136/1 136/3 136/5</p>	<p>136/9 136/14 136/15 eight [2] 51/8 74/3 Eighth [1] 114/25 either [7] 20/16 28/17 36/17 42/23 91/21 102/21 120/2 element [1] 20/18 else [13] 49/20 62/17 94/15 106/25 123/9 135/1 136/22 140/9 140/17 141/21 142/25 148/24 155/13 elsewhere [1] 134/19 email [7] 20/20 26/7 26/16 37/11 108/15 111/12 119/3 emails [5] 24/18 118/13 118/21 119/20 119/25 employee [5] 75/24 76/20 80/19 89/1 90/24 Empyrean [20] 75/2 75/5 75/20 75/25 76/3 76/7 76/21 80/7 80/20 82/12 85/3 88/24 89/2 89/5 89/11 89/13 91/22 92/18 102/25 104/2 encourage [1] 67/18 end [15] 25/24 34/6 35/7 37/25 52/7 55/12 65/5 66/5 66/11 70/16 78/2 96/17 132/13 133/6 140/7 ended [3] 21/13 43/14 91/8 enforceability [2] 51/5 51/10 engagement [8] 18/24 19/4 19/11 19/11 23/1 38/11 39/23 81/2 Enjoy [1] 156/4 enough [8] 22/16 25/13 47/19 66/12 68/22 71/11 81/17 101/19 enter [2] 37/10 153/9 entered [3] 37/21</p>
--	--	---	---	---

<p>E entered... [2] 105/18 107/4 entering [8] 50/8 104/14 128/24 130/14 134/6 135/9 142/21 151/15 entire [1] 134/8 entirely [1] 85/7 entirety [2] 126/4 126/13 entities [10] 25/10 89/12 106/7 106/12 109/3 111/21 122/16 128/5 129/12 129/22 entitled [4] 82/5 85/5 85/16 157/6 entity [5] 25/22 106/6 110/17 110/18 128/25 envelope [3] 101/14 101/18 101/21 equally [1] 50/21 equitable [9] 28/7 28/12 28/24 36/12 36/22 43/5 43/7 43/10 43/18 equity [1] 126/11 escape [1] 87/2 escrow [6] 21/21 21/21 32/11 32/25 107/23 112/2 especially [1] 42/20 ESQ [3] 2/4 2/14 3/6 essence [3] 20/3 22/4 127/6 essentially [2] 27/8 128/2 establish [1] 31/16 establishing [1] 147/20 estoppel [1] 42/9 et [3] 13/23 19/14 78/8 et al [1] 13/23 et cetera [2] 19/14 78/8 Evans [2] 22/22 23/8 even [32] 9/24 11/24 13/4 21/10 22/9 31/10 34/23 35/2 35/6 36/11 38/7 40/6 46/16</p>	<p>58/11 64/9 69/11 70/13 76/16 81/6 83/3 87/9 90/13 90/16 98/4 100/19 102/7 102/16 113/6 113/16 113/18 116/19 124/19 eventually [2] 20/11 47/18 ever [4] 12/8 86/2 86/11 142/10 every [15] 19/18 32/6 54/13 69/3 69/7 90/24 94/9 107/6 109/8 112/1 131/24 137/20 146/23 146/23 150/12 everybody [9] 37/11 52/14 62/4 67/21 67/21 106/25 121/12 151/10 154/4 everybody's [1] 57/13 everyone [2] 54/14 73/1 everything [19] 8/24 10/5 13/4 15/7 57/17 66/18 73/11 76/12 97/23 112/19 118/4 121/2 132/11 132/23 141/21 147/2 147/9 147/18 155/23 everywhere [1] 119/10 evidence [27] 22/16 23/7 23/15 25/15 27/8 28/12 35/8 37/7 37/17 40/21 41/22 44/5 44/6 44/12 47/1 47/6 66/13 66/22 67/2 67/11 69/22 84/10 86/11 92/2 109/25 130/22 137/12 evidentiary [13] 64/3 64/6 64/9 64/14 65/11 65/21 66/11 66/17 71/6 72/21 73/22 92/22 110/24 ex [2] 4/19 6/9 ex parte [1] 4/19 exact [3] 41/24 75/20 112/11</p>	<p>exactly [6] 27/11 44/1 48/20 96/22 102/19 120/24 example [22] 34/12 35/11 45/5 48/7 114/24 120/7 124/13 135/6 137/15 137/20 142/13 142/18 142/20 144/4 150/11 150/14 150/22 151/10 151/12 151/17 152/4 155/22 except [7] 25/9 26/8 73/12 79/11 79/12 79/25 100/1 exception [1] 113/4 exclude [1] 93/2 excluding [2] 88/14 90/12 excuse [2] 120/21 146/23 Exhibit [5] 20/19 75/18 88/22 128/14 128/15 Exhibit 1 [2] 20/19 128/15 Exhibit A [2] 88/22 128/14 Exhibit A's [1] 75/18 exist [1] 22/23 existence [1] 90/17 expect [2] 108/4 120/4 expectations [2] 21/5 21/14 expedition [1] 115/11 experience [9] 75/11 75/15 87/14 90/2 90/18 92/12 109/21 109/25 110/7 expert [6] 64/21 68/12 68/15 68/21 69/14 70/19 experts [9] 59/8 64/20 65/7 68/2 68/24 69/23 70/3 72/6 73/12 explain [1] 35/5 explained [1] 26/9 explaining [2] 49/5 139/13</p>	<p>expressed [4] 10/19 10/20 50/15 61/24 extended [1] 39/24 extensive [1] 34/14 extent [6] 53/8 53/9 78/25 92/11 93/7 143/22 extinguish [2] 4/21 13/23 extraneous [1] 66/21 eyes [1] 100/4 F facially [1] 129/8 fact [17] 6/10 11/25 22/21 28/22 31/25 42/19 76/16 92/20 94/23 95/4 98/1 117/1 134/6 136/2 153/19 153/22 156/7 facts [4] 26/18 35/4 42/15 101/11 factual [2] 109/19 136/22 failing [1] 19/25 fair [4] 18/4 26/24 101/19 122/19 fairness [1] 149/20 faith [3] 26/24 37/19 122/19 faking [1] 136/10 fall [1] 73/6 falls [1] 78/24 far [9] 13/22 61/18 68/19 69/14 72/5 104/1 123/12 151/2 156/7 Fargo [9] 105/12 105/21 106/3 107/7 112/14 112/17 113/16 113/21 123/17 FARMER [1] 2/3 FARMERCASE.COM [1] 2/9 fascinating [2] 29/18 43/16 fashion [2] 74/24 96/19 fast [2] 150/2 150/4 faster [1] 61/24 favor [1] 67/14 Fax [2] 2/19 3/11</p>	<p>February [3] 10/23 18/24 64/16 February 2013 [1] 18/24 federal [1] 30/15 FEDOR [1] 2/3 fee [1] 21/22 feel [6] 46/12 52/18 109/15 123/24 124/9 124/14 feels [1] 41/20 few [7] 12/11 19/23 26/10 40/22 127/25 147/23 152/1 fide [1] 130/17 fight [3] 28/3 64/25 122/9 fighting [1] 122/13 figure [8] 12/5 33/9 84/25 131/19 133/3 135/3 146/21 156/16 file [10] 6/3 6/14 7/10 7/12 23/14 60/25 71/1 91/3 149/22 156/16 filed [23] 5/2 5/3 5/10 7/9 7/17 13/14 19/22 29/6 29/12 29/13 74/3 74/4 74/5 79/21 84/15 103/23 105/14 111/1 134/13 139/16 139/18 139/21 140/1 files [1] 5/10 filing [1] 22/18 filings [1] 5/6 final [2] 47/23 52/19 finances [4] 107/4 110/8 110/10 110/11 financial [12] 68/15 68/21 105/16 105/17 106/9 107/2 107/12 130/24 143/17 143/18 144/8 144/9 Financial's [1] 107/23 financials [4] 109/12 123/20 123/24 138/6 financing [1] 15/15</p>
--	--	--	---	--

Peggy Isom, CCR 541, RMR

(10) entered... - financing

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>F find [6] 13/6 84/20 99/15 108/21 114/9 148/9 finder [1] 28/22 finds [1] 28/2 fine [11] 7/15 14/20 14/21 61/23 65/9 66/1 71/9 73/10 101/25 103/19 137/2 finish [2] 64/7 71/6 FIRM [1] 3/5 first [36] 4/22 10/24 23/24 27/13 28/1 30/14 30/23 35/25 37/4 38/8 40/5 43/6 44/3 44/12 44/17 44/22 50/8 64/13 74/7 79/2 80/3 81/2 99/2 104/1 105/12 111/18 123/13 128/20 128/22 133/24 136/1 136/3 150/17 151/17 153/19 153/19 fishing [1] 115/10 fits [1] 33/9 five [5] 5/16 7/25 8/1 64/22 93/25 fix [1] 97/2 fixed [1] 118/15 Fleming [9] 26/11 76/1 76/22 80/22 82/13 93/9 106/10 110/20 110/20 Fleming's [2] 81/5 82/15 flow [1] 145/1 flowing [1] 70/14 fly [1] 94/10 Flynn [3] 125/16 126/2 126/6 focus [6] 34/25 38/10 95/22 117/24 119/9 124/17 focused [2] 117/15 123/1 focuses [2] 34/16 115/2 focusing [2] 109/11 155/15 FOIA [1] 83/21 folks [2] 90/16 146/17 follow [3] 34/22 104/22 113/15</p>	<p>following [1] 8/16 follows [1] 63/14 force [1] 115/6 foreclosure [2] 20/12 27/4 FOREGOING [1] 157/10 foremost [1] 123/13 forget [1] 14/8 formal [1] 68/25 forms [1] 114/17 forth [5] 22/15 23/20 48/16 52/22 89/3 fortunate [1] 9/22 forums [1] 79/21 forward [18] 11/12 20/10 21/5 21/8 21/9 21/17 37/7 41/1 41/3 65/11 66/15 67/9 77/1 82/5 86/18 109/24 110/1 117/2 found [1] 65/18 foundation [1] 83/15 founder [1] 110/14 four [5] 71/22 71/23 93/25 105/10 128/1 frame [3] 82/1 82/19 91/9 frankly [1] 129/9 fraud [71] 25/3 26/3 26/19 26/21 27/12 27/15 27/20 28/3 28/17 30/13 30/16 30/20 30/22 31/8 33/7 33/9 35/12 35/16 35/16 35/24 37/2 37/4 37/9 37/16 37/24 38/7 38/17 39/5 40/5 40/9 41/6 41/10 41/14 41/19 41/25 42/6 42/15 43/21 44/4 44/13 45/5 45/17 46/24 46/25 47/5 48/14 49/14 49/24 50/10 50/11 50/18 50/23 51/1 52/7 52/21 53/4 53/7 53/18 53/22 54/2 54/2 57/1 67/11 80/15 92/8 108/13 114/13 116/25 122/17</p>	<p>122/17 136/8 fraudulent [2] 19/12 26/15 fraudulently [1] 37/9 Friday [9] 7/17 9/19 9/25 10/9 14/1 14/9 18/8 152/10 152/13 friend [4] 54/19 54/24 55/21 56/7 front [91] 1/9 15/15 19/18 19/18 19/23 20/14 20/21 21/7 21/16 21/22 21/22 22/15 22/22 22/24 23/16 23/25 25/21 26/1 29/22 29/23 31/12 31/23 31/24 32/11 32/15 32/17 32/20 32/22 33/1 33/1 33/7 43/11 46/7 46/10 46/15 46/19 47/11 47/13 50/12 50/18 69/7 75/1 75/7 77/13 77/15 77/20 78/1 82/22 82/23 84/16 90/10 90/16 91/4 93/11 93/18 95/23 98/12 105/24 106/17 106/19 106/20 106/23 121/18 129/12 129/14 129/14 130/9 130/18 130/23 131/5 131/8 131/15 132/5 132/11 133/25 134/10 134/16 143/6 143/16 144/8 144/15 144/15 144/20 144/23 145/17 146/9 146/13 147/1 147/15 148/12 150/24 fruit [1] 26/5 full [4] 29/18 53/23 79/20 157/10 fully [3] 34/9 38/16 126/6 functions [1] 76/10 FUND [42] 1/12 15/16 19/2 19/17 19/23 21/15 21/18 21/19 25/12 25/19</p>	<p>31/9 31/21 32/10 32/16 32/19 32/22 32/23 39/19 46/20 67/17 76/2 76/25 77/25 78/4 78/5 78/9 81/8 82/18 86/14 86/19 86/19 93/9 97/14 106/15 106/19 106/22 107/24 110/14 112/23 121/18 130/4 132/4 Fund's [1] 77/23 fundamental [2] 22/21 149/20 funded [2] 47/22 137/18 funding [2] 90/2 93/22 fundraising [4] 31/16 77/14 80/14 82/23 funds [8] 19/13 19/14 21/18 55/8 89/6 89/13 106/16 106/17 further [4] 15/20 106/5 126/21 134/14 future [2] 7/15 124/4</p>	<p>56/4 56/9 57/14 57/21 64/17 65/6 65/7 66/4 66/16 67/13 69/18 69/22 69/24 70/19 71/6 72/10 72/25 73/11 73/24 74/23 77/21 79/6 79/20 79/24 83/21 83/23 84/24 86/6 86/13 95/3 95/10 97/4 97/23 98/13 98/17 98/18 98/23 99/15 100/12 100/15 101/16 102/1 104/21 109/4 109/18 112/18 113/6 113/20 117/10 117/14 117/16 117/19 119/8 121/16 125/1 126/24 128/11 130/18 131/20 133/25 134/1 134/19 135/16 136/5 137/21 138/14 139/5 139/9 139/15 139/15 139/16 140/3 141/6 149/21 150/1 150/10 151/10 151/23 152/19 152/20 152/24 154/17 154/17 155/7 155/17 155/21 gets [4] 7/10 86/19 137/21 138/15 getting [10] 11/9 32/23 44/17 78/1 84/22 93/11 118/4 125/7 136/9 150/6 gist [4] 127/23 129/11 129/19 151/2 give [28] 6/21 21/1 32/4 32/19 34/25 40/18 40/19 56/10 56/11 66/3 70/6 83/24 94/8 95/19 98/18 99/1 100/7 105/6 126/20 130/24 131/18 138/23 139/2 140/2 150/7 150/8 151/7 151/25 given [17] 31/13 31/20 32/8 32/9 32/10 32/12 33/1</p>
---	---	---	---	--

Peggy Isom, CCR 541, RMR

(11) find - given

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>G given... [10] 40/15 46/10 67/20 106/14 111/7 131/7 131/15 134/10 138/4 143/1 gives [4] 65/2 78/5 107/25 122/21 giving [3] 78/8 98/22 146/10 go [76] 4/8 10/1 13/21 13/23 14/16 20/10 21/2 21/7 24/11 26/4 26/14 26/17 27/11 27/12 27/16 28/1 30/22 31/22 32/19 34/18 37/12 40/25 41/3 46/4 47/2 47/8 54/17 54/18 54/23 55/24 57/24 58/5 58/11 58/23 59/22 60/5 61/15 61/24 63/24 67/9 74/18 75/18 78/3 80/1 90/23 91/18 92/8 94/3 95/4 97/6 99/9 102/12 106/4 108/3 111/17 112/25 115/10 116/8 121/24 121/25 122/5 131/10 131/19 137/20 139/2 139/5 139/6 140/1 141/21 144/22 150/16 151/5 151/9 152/25 153/22 156/9 goals [1] 32/2 goes [23] 24/23 37/17 41/12 44/9 44/15 48/4 49/10 57/6 60/15 63/21 65/11 83/25 85/1 86/20 92/6 103/8 108/6 129/6 129/18 130/15 131/25 132/20 143/11 going [156] 7/3 7/19 8/14 8/19 9/7 10/4 10/4 11/9 14/17 16/4 16/6 16/7 16/23 17/4 20/22 20/23 20/24 21/6 21/11 21/12 21/15 21/16 21/17 21/18 25/14 27/7 27/25 30/22 31/25 32/1 32/3 33/10</p>	<p>34/2 34/6 34/7 35/19 37/12 37/12 37/13 37/15 37/20 37/23 39/4 39/15 40/22 41/3 41/13 41/24 41/25 44/21 47/2 48/1 49/15 52/15 52/16 53/16 53/18 55/1 56/13 57/4 57/25 58/10 58/12 58/13 59/14 61/12 64/8 64/10 65/4 65/13 66/2 66/18 66/19 66/22 66/23 67/2 67/3 67/10 67/14 67/16 70/8 70/9 72/23 73/5 78/2 78/17 78/17 78/18 83/5 83/21 84/7 89/21 90/22 90/23 91/7 93/24 94/5 94/10 94/14 97/3 97/4 97/19 98/23 99/7 99/9 99/10 100/22 101/7 101/10 102/8 108/4 109/24 111/24 113/6 115/10 116/5 117/6 117/25 121/16 121/20 121/24 121/25 122/2 122/3 123/11 126/6 126/14 128/13 133/5 138/23 139/2 139/4 139/14 140/14 141/2 141/3 141/22 142/10 143/9 143/12 145/6 147/22 148/8 149/12 149/17 149/20 150/7 150/8 150/20 150/25 151/1 151/4 152/7 152/23 155/12 156/8 gone [4] 12/10 39/12 40/6 114/10 good [20] 4/6 4/7 4/10 4/12 14/5 14/13 17/1 23/19 25/2 25/3 26/24 28/8 37/19 50/4 67/10 104/5 122/19 125/13 133/8 152/4 got [50] 11/13 17/10 18/15 19/17 23/21 40/16 40/17</p>	<p>46/13 49/18 54/24 55/23 56/10 64/24 65/6 65/11 66/3 66/12 68/15 69/14 69/25 72/6 72/7 73/21 79/19 84/22 84/24 110/13 110/16 110/20 111/14 112/19 114/18 116/13 116/17 116/18 116/19 120/10 120/10 128/9 131/22 133/5 134/23 136/6 136/12 138/24 140/1 140/3 150/3 153/13 156/14 gotten [2] 81/6 113/19 grant [4] 4/22 13/5 52/2 151/1 granted [6] 87/18 104/7 104/18 124/3 130/10 154/8 granting [2] 123/17 132/13 great [2] 10/13 63/1 GREER [24] 2/13 2/14 4/14 23/22 23/24 24/19 25/8 31/5 39/2 41/20 49/4 54/10 72/25 79/9 80/19 85/6 85/14 91/13 98/19 103/8 133/25 134/9 149/25 151/11 Greer's [1] 10/14 GREERLAW.BIZ [1] 2/20 group [5] 46/5 78/22 79/2 79/3 131/21 guarded [4] 77/21 77/22 83/7 90/11 guess [24] 7/11 16/5 17/12 29/3 29/8 32/1 39/4 50/16 60/24 60/25 67/8 68/5 68/20 69/21 70/18 74/18 79/9 83/8 100/25 102/8 104/6 120/16 123/15 123/16 guide [1] 16/3 gun [1] 26/8 guy [1] 56/17</p>	<p>guys [1] 111/15 H HAC [1] 2/12 had [51] 7/8 12/8 12/9 12/10 12/11 12/14 12/15 23/25 26/10 29/23 32/15 32/17 32/19 43/4 43/8 43/11 46/12 46/15 47/13 52/9 54/25 55/1 55/2 55/15 56/23 71/22 75/15 77/25 82/2 93/19 95/13 96/11 106/20 109/21 109/25 111/7 111/21 116/3 116/8 117/9 119/25 120/21 122/9 122/15 127/24 128/1 128/8 130/10 143/24 157/6 157/12 hadn't [3] 7/9 24/17 134/23 Hallmark [1] 70/5 hand [4] 26/11 94/8 113/11 113/12 handful [2] 78/20 132/15 handle [4] 6/24 13/1 14/2 18/1 handled [4] 13/1 36/22 60/22 79/6 handling [1] 13/8 hands [4] 33/17 70/19 77/21 98/13 hanging [1] 26/5 happen [8] 7/8 15/17 27/8 37/23 48/20 84/7 84/12 113/12 happened [4] 26/9 84/7 113/1 137/3 happening [2] 69/5 94/7 happens [1] 95/18 happy [5] 110/19 110/23 153/12 153/18 154/2 harass [1] 129/13 hard [4] 64/8 83/23 156/14 156/14 Hardesty [1] 63/6 harm [1] 112/17 has [70] 5/2 5/3 10/9 10/10 10/19</p>	<p>10/20 11/24 13/14 22/15 23/21 26/21 27/11 29/12 35/25 38/18 38/19 38/20 39/12 39/14 40/14 44/18 44/22 47/21 48/15 50/13 55/3 61/24 66/10 67/20 67/21 71/21 72/9 75/1 77/19 78/20 79/5 79/15 83/14 83/19 84/11 86/15 87/20 90/14 94/14 95/16 105/18 106/3 106/23 108/12 112/6 120/2 126/8 127/12 127/13 128/18 130/3 130/9 131/15 132/4 132/5 132/8 134/10 134/16 136/17 139/10 141/23 142/15 146/23 148/16 148/17 hasn't [9] 34/8 79/16 79/17 81/13 84/6 94/16 113/3 113/5 138/20 hat [1] 26/11 hate [1] 73/1 have [283] haven't [22] 22/9 32/2 38/16 40/13 48/8 51/15 57/1 64/1 64/14 68/16 68/25 72/14 78/10 81/6 82/2 84/9 85/13 86/6 91/20 95/21 133/21 142/4 having [11] 5/6 6/11 31/21 34/13 49/1 53/19 53/23 86/17 90/17 100/1 136/14 he [77] 25/20 26/6 39/18 39/22 39/22 39/23 39/24 40/18 40/18 40/19 54/19 54/25 56/8 63/6 63/8 69/15 75/14 75/15 76/10 76/10 78/16 78/20 79/13 79/16 79/17 79/17 80/12 80/13 81/1 84/4 88/7 88/9 88/24 89/3 90/15 90/19 92/11 92/12 92/13 92/14 92/15</p>
---	---	---	---	--

Peggy Isom, CCR 541, RMR

(12) given... - he

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>H he... [36] 92/21 94/15 94/24 95/15 95/17 96/2 96/15 96/16 97/17 97/17 98/13 98/14 108/12 108/17 110/6 110/18 110/22 111/7 111/12 111/17 113/11 120/22 126/9 134/5 134/5 134/6 134/7 136/17 136/19 136/20 137/7 137/7 137/17 150/12 153/21 156/15 he's [22] 11/13 25/9 25/12 39/5 67/14 78/16 78/17 78/18 78/19 88/25 92/8 94/11 94/13 94/22 95/18 96/16 97/13 97/16 112/16 117/18 118/4 156/14 head [1] 42/10 hear [10] 8/16 16/3 16/9 16/12 35/3 37/3 44/16 83/6 83/10 84/8 heard [16] 5/19 7/16 11/10 12/23 13/10 19/8 26/6 35/25 36/19 36/20 38/3 38/8 43/21 45/6 50/18 62/20 hearing [21] 5/4 5/13 5/19 7/12 15/20 17/15 24/16 63/16 63/19 64/4 64/6 64/10 64/14 65/11 65/21 66/11 71/6 72/8 72/21 73/22 116/3 hearings [1] 9/9 hears [2] 44/10 44/10 hearsay [4] 22/15 22/20 22/20 69/13 held [3] 8/10 9/18 16/20 HELOC [2] 137/21 151/18 help [5] 16/3 49/9 58/15 74/23 153/6 helps [1] 78/13 HENDERSON [1] 2/7</p>	<p>here [102] 4/15 6/25 8/13 11/8 12/20 13/8 15/14 16/4 16/7 16/17 18/20 22/2 22/23 23/6 25/5 25/16 26/6 28/13 29/4 33/15 36/2 37/7 40/20 41/11 46/9 46/17 46/19 49/1 53/16 54/14 58/5 59/25 62/1 63/24 66/8 66/15 67/10 71/9 72/23 78/14 80/2 83/20 86/4 86/9 86/18 86/23 87/9 87/13 88/4 90/5 90/16 91/12 91/25 92/1 93/8 94/3 94/12 94/13 95/1 95/8 98/11 99/7 99/12 100/1 100/12 102/1 102/12 102/21 108/9 108/17 108/17 110/9 110/12 113/4 114/12 115/8 115/10 116/2 117/7 117/18 119/8 120/17 120/25 125/18 128/6 128/7 128/19 129/5 131/2 131/20 132/10 132/22 134/5 137/7 139/4 140/2 140/16 142/3 145/24 148/16 151/11 152/19 here's [16] 8/17 9/2 34/4 35/11 41/5 44/24 44/25 48/3 51/22 55/5 55/5 93/14 95/24 117/24 137/9 155/10 HEREBY [1] 157/5 HEREUNTO [1] 157/13 Hey [5] 20/22 98/17 117/24 123/1 139/25 hide [1] 94/7 highlight [1] 23/23 highly [1] 66/16 him [12] 11/14 68/16 94/12 94/14 95/14 95/14 95/14 126/20 150/8 150/8</p>	<p>153/25 156/14 his [32] 23/13 55/3 55/4 56/18 63/7 67/11 67/12 67/14 67/15 69/14 75/7 75/10 78/15 78/18 79/21 87/14 90/1 90/9 90/20 95/16 95/16 95/17 97/17 98/13 98/25 102/3 113/10 121/4 121/5 126/11 137/13 145/2 historically [1] 12/3 history [2] 34/19 90/2 hit [1] 153/9 HOLBERT [8] 2/4 4/13 59/22 73/18 100/20 103/7 125/10 151/11 hold [3] 24/4 59/23 101/25 holds [1] 107/6 holiday [3] 8/5 8/7 8/12 home [1] 87/4 homeless [1] 26/12 hone [1] 124/7 Honestly [1] 91/21 Honor [104] 4/7 4/10 4/12 7/19 8/18 8/22 11/13 13/16 15/9 16/21 18/14 18/18 18/20 19/8 19/21 23/19 24/5 28/14 29/20 31/6 35/18 36/4 36/17 38/4 40/20 42/21 44/1 44/4 44/10 44/10 44/11 44/11 44/13 44/16 44/18 45/18 46/23 47/4 47/5 47/25 48/1 54/18 55/11 66/17 66/23 67/3 69/12 70/25 73/19 74/21 74/23 75/5 79/4 79/5 79/8 87/15 89/14 90/4 90/5 90/23 91/10 92/15 93/14 93/15 94/4 94/14 94/20 95/7 97/9 98/19 102/21 105/7 105/10 105/14 106/8 107/9</p>	<p>117/17 119/7 120/21 123/10 125/3 125/19 125/25 127/16 129/20 129/22 132/24 134/13 135/25 138/22 139/24 140/12 140/18 140/19 142/6 146/8 147/8 148/11 148/25 149/5 152/7 155/2 155/24 156/3 HONORABLE [1] 1/18 hope [4] 93/15 105/5 112/22 123/16 hopeful [1] 113/20 hopefully [3] 12/20 20/10 111/9 horse [1] 49/12 hot [1] 17/2 hours [1] 150/9 house [1] 137/22 how [55] 6/17 10/6 10/15 11/18 17/21 26/3 27/11 28/3 32/14 32/15 32/17 32/21 33/9 34/10 35/5 35/13 38/20 39/25 46/6 46/7 46/20 47/10 50/1 55/3 58/13 64/15 65/25 71/21 72/4 72/5 90/13 90/16 90/22 91/8 91/17 91/19 98/3 98/3 99/4 99/21 100/19 108/11 111/6 117/16 123/5 130/6 137/3 137/16 137/17 137/18 138/2 138/3 146/21 148/8 150/11 however [4] 27/9 52/4 75/15 153/17 huge [1] 82/3 Huh [1] 136/11 hum [2] 43/13 154/24 hundred [1] 56/18 hurt [1] 112/18 Hyatt [10] 75/8 76/3 80/10 81/10 81/24 83/4 89/4 91/14 93/23 96/3 hypothetically [2]</p>	<p>137/15 142/19 I I'd [9] 6/25 7/16 15/18 29/17 73/24 105/12 151/22 153/12 156/16 I'll [21] 7/14 11/14 16/8 16/8 23/23 49/1 52/9 103/25 103/25 104/2 104/21 128/12 132/22 140/1 150/10 150/10 150/16 151/8 151/25 153/18 153/19 I'm [128] 4/24 5/9 9/7 9/23 10/4 10/4 10/21 12/5 13/5 14/6 14/21 16/7 18/17 23/21 25/13 28/6 30/6 34/2 34/10 35/19 38/19 40/13 41/11 41/22 42/9 43/19 45/14 45/22 45/23 47/18 49/12 49/19 52/15 52/16 53/1 53/5 53/14 53/16 53/18 55/1 55/3 55/6 55/25 57/4 59/10 63/3 65/3 65/4 65/9 65/13 66/1 66/1 68/15 70/1 70/9 71/19 73/13 75/3 79/12 80/18 83/16 83/21 85/7 85/9 88/24 90/1 91/4 93/16 94/13 96/12 97/3 97/8 97/22 99/23 101/12 108/8 110/19 113/4 113/5 113/20 114/22 116/5 122/2 122/3 123/8 123/11 123/17 123/18 123/19 123/20 123/21 124/16 128/13 128/14 128/21 128/21 135/3 135/4 137/9 137/18 139/22 140/15 141/2 141/3 141/6 141/6 141/15 142/5 142/9 142/10 142/22 143/11 143/12 145/6 147/12 149/5</p>
--	--	---	---	--

Peggy Isom, CCR 541, RMR

(13) he... - I'm

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

I	82/16 82/16 82/24 93/10 105/21 105/22 106/3 106/12 106/25 107/8 110/24 121/1 124/8 126/9 impacts [1] 62/18 implied [1] 26/23 important [19] 8/21 11/8 12/2 34/24 35/2 44/8 52/24 53/25 56/19 62/12 62/22 77/21 83/1 90/6 114/1 114/16 123/24 131/13 152/18 impose [1] 116/5 imposes [1] 113/23 impression [1] 109/15 improvements [1] 55/24 in [342] inappropriate [2] 107/1 120/25 Inc [5] 80/25 145/9 145/10 145/11 147/15 incentive [1] 121/5 inclined [1] 59/14 include [7] 36/23 41/14 41/15 45/17 104/4 123/15 136/9 included [3] 85/12 103/10 133/9 including [6] 19/20 62/7 107/6 121/2 143/17 144/9 income [2] 97/13 115/7 incredibly [4] 77/2 88/19 93/5 102/10 indemnity [4] 43/6 43/7 43/8 43/10 indicated [2] 141/23 157/7 indiscernible [2] 76/4 126/23 individual [2] 71/14 132/16 individually [1] 81/21 individuals [4] 78/23 89/4 91/1 106/9 induced [1] 37/9 inducement [34]	26/15 27/12 27/15 27/21 30/13 33/10 35/12 35/16 35/24 37/2 37/4 37/16 37/24 38/8 41/6 41/10 41/14 42/1 44/4 44/9 44/13 45/5 45/18 46/24 46/25 47/6 48/14 50/24 51/1 53/7 67/12 92/9 114/13 122/18 inducements [2] 19/12 33/7 infallible [1] 120/4 information [64] 15/4 65/3 68/17 68/22 69/10 75/14 75/21 77/22 77/23 78/1 78/21 79/1 79/11 79/24 83/7 83/14 83/24 84/2 84/22 84/23 84/23 85/5 86/13 87/16 87/17 88/14 90/11 90/19 93/12 95/1 95/12 96/12 97/4 105/16 105/17 106/9 107/2 107/2 107/5 107/12 108/5 108/21 109/5 111/25 112/24 113/6 113/9 113/21 113/24 121/12 122/25 123/20 126/17 127/3 130/10 130/24 131/20 134/15 134/19 140/7 146/10 148/13 148/15 148/17 infrastructure [1] 31/16 inherently [1] 45/17 initial [3] 41/16 64/21 118/10 initially [1] 79/14 initials [4] 95/3 95/11 99/2 99/2 injunction [9] 9/5 15/13 17/15 20/12 63/17 66/17 67/5 67/13 72/8 innocent [2] 33/15 33/18 input [1] 6/12 inside [1] 93/16	instance [2] 29/24 30/19 instead [1] 116/4 instruct [2] 100/19 153/8 instruction [1] 101/20 instructional [1] 103/9 instructions [3] 18/9 34/22 35/8 intend [1] 85/11 intent [2] 127/21 155/4 intentional [3] 26/22 26/24 27/2 interaction [1] 95/10 interest [16] 19/25 22/1 24/6 24/7 24/14 24/17 24/21 33/11 56/15 87/2 87/3 92/24 97/15 106/22 121/4 121/10 interesting [7] 29/14 29/15 51/22 67/19 79/18 81/15 93/15 Interestingly [2] 25/13 81/17 interests [1] 22/1 interference [2] 26/25 27/2 interim [1] 155/9 internal [1] 89/15 interpretation [1] 68/5 interrelated [1] 59/24 interrogatories [1] 120/19 intertwined [2] 40/3 52/1 intervention [1] 126/21 into [23] 21/20 26/2 37/10 37/17 37/21 46/8 50/8 60/15 69/22 74/25 88/10 98/19 121/25 128/24 130/15 131/10 134/6 135/9 142/22 146/12 149/12 151/15 157/8 investment [2] 89/5 90/21	investor [3] 21/20 78/3 106/16 investor's [1] 33/12 investors [37] 20/2 21/1 22/4 22/13 22/17 23/5 23/11 32/24 47/22 76/4 77/14 77/23 82/23 83/8 84/8 84/10 84/13 84/19 86/9 86/17 86/20 86/22 86/25 87/8 88/15 89/14 90/7 90/15 92/15 93/3 97/24 98/8 108/11 111/7 112/4 126/16 130/6 investors' [1] 23/14 involved [17] 11/23 19/1 20/2 25/10 30/18 76/11 77/18 78/15 86/23 87/14 88/9 92/11 92/21 92/23 94/23 94/24 98/9 involvement [2] 75/7 88/14 involves [4] 18/23 19/12 22/3 75/7 involving [10] 19/2 36/25 38/1 47/9 51/5 62/8 62/9 67/17 85/23 146/13 Irrelevant [1] 89/18 is [389] ish [2] 117/1 118/10 isn't [10] 12/1 12/14 15/13 25/4 48/8 86/12 87/9 91/25 96/7 108/20 ISOM [3] 1/24 157/4 157/17 issue [51] 4/17 16/24 29/3 29/14 29/19 29/22 30/3 30/18 32/14 33/19 34/3 34/10 37/25 38/17 43/16 45/6 52/5 53/23 56/3 58/11 58/24 59/1 60/15 63/22 64/5 69/11 71/4 81/18 85/16 86/8 87/9 88/20 90/5 91/24
----------	---	--	---	---

Peggy Isom, CCR 541, RMR

(14) I'm... - issue

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>I issue... [17] 92/9 96/14 100/2 100/16 102/13 110/3 110/5 110/7 110/9 122/15 123/8 127/21 128/6 137/24 154/4 155/15 155/18 issued [5] 75/1 127/20 137/17 138/1 143/1 issues [34] 5/24 10/16 11/21 15/14 19/7 40/5 40/6 40/8 41/13 42/24 43/1 43/6 45/4 47/10 54/12 54/13 67/17 74/3 105/12 110/12 114/16 119/16 122/16 123/4 123/4 126/5 129/5 130/1 130/12 131/7 133/17 153/3 153/23 155/11 it [445] it's [152] 5/1 5/5 6/4 6/22 6/22 7/24 8/15 8/22 11/1 11/25 13/14 16/6 16/7 23/10 27/6 28/21 28/24 30/19 32/21 33/12 34/7 34/23 34/25 35/1 36/21 38/23 39/13 40/3 41/25 43/16 43/16 44/20 45/20 46/18 47/2 47/25 49/11 51/6 51/24 54/5 57/18 57/23 64/8 65/19 66/2 66/12 66/16 66/18 66/25 66/25 67/2 68/1 69/5 69/5 69/6 69/9 72/8 74/2 74/3 76/12 76/13 76/14 77/5 78/15 81/14 81/20 83/10 83/11 83/13 83/23 85/14 86/14 90/6 90/14 91/7 91/7 91/8 91/20 91/23 93/12 94/7 94/9 97/1 97/3 97/4 98/11 99/6 99/9 99/18 106/8 107/14 108/14 109/10 109/15 111/19 114/1 114/14 114/19</p>	<p>114/19 114/22 115/2 115/3 115/9 115/25 116/24 116/24 116/25 117/6 117/20 118/23 119/2 119/2 119/4 119/9 123/5 124/3 124/10 124/21 128/14 128/15 129/13 130/20 130/22 132/24 133/5 135/2 135/18 136/1 136/2 136/5 136/7 136/8 136/8 137/4 138/5 138/5 138/15 138/22 141/25 142/9 147/2 147/3 147/11 148/18 149/1 150/17 150/18 150/23 151/17 152/18 153/18 155/14 item [2] 143/9 144/19 itemizes [1] 150/12 items [2] 126/6 151/25 its [11] 23/25 48/10 69/8 77/21 77/23 77/24 78/5 78/6 93/12 126/4 130/5 itself [2] 34/21 51/2</p> <p>J JALDRICH [1] 3/12 jammed [1] 8/14 January [3] 10/21 10/23 64/14 JEA [1] 102/17 jealously [2] 77/21 83/7 Jennifer [1] 121/23 jeopardy [1] 22/13 job [2] 67/10 89/24 jobs [4] 22/17 22/24 23/3 68/15 JOHN [7] 3/6 4/11 75/25 76/22 80/22 82/13 106/10 JOHNALDRICHLA WFIRM.COM [1] 3/12 joinder [1] 71/2</p>	<p>joint [5] 59/2 61/4 61/13 61/21 71/3 journey [1] 70/4 judge [15] 1/18 1/19 27/20 34/5 35/3 41/24 44/18 44/21 44/21 45/6 46/23 72/6 74/10 124/15 135/15 judges [1] 57/21 judgment [12] 29/25 35/1 57/8 57/22 59/16 67/1 70/9 70/10 105/18 107/4 140/16 142/11 judicial [3] 13/3 27/4 115/1 judiciously [1] 117/23 July [2] 24/22 116/3 jump [1] 145/6 jumping [1] 93/16 June [3] 11/2 24/22 59/8 jury [48] 15/1 19/9 28/19 28/21 29/4 29/5 29/7 29/10 29/11 33/19 33/20 34/1 34/7 34/13 34/17 34/22 34/24 35/5 36/3 36/5 36/10 36/11 36/12 36/19 36/19 36/20 36/21 38/5 42/21 44/15 44/17 47/2 47/6 47/14 47/14 48/9 50/2 50/3 50/12 50/14 50/18 50/21 51/3 51/12 52/5 53/11 53/22 62/19 just [151] 4/17 7/1 7/3 9/7 10/8 10/11 10/13 10/18 11/7 12/2 13/2 13/6 13/7 13/13 13/16 14/1 15/9 16/17 16/23 19/20 20/16 21/4 21/15 21/24 22/2 23/9 23/15 30/3 31/20 33/20 34/16 37/16 38/2 40/19 41/17 41/22 42/3 42/5 42/9 42/23 43/2 43/19 45/1 45/2 45/4 45/10</p>	<p>45/22 48/3 48/21 48/25 49/1 52/9 52/24 53/4 53/25 58/6 60/25 62/16 62/22 63/2 64/22 65/17 66/4 66/5 66/8 69/6 71/1 71/15 71/25 72/25 75/16 75/20 75/21 76/12 76/13 76/14 77/5 79/3 79/14 84/14 85/25 87/22 88/2 88/3 88/19 88/20 89/19 90/6 90/13 93/24 95/22 96/14 98/6 98/15 98/18 99/1 99/1 99/2 102/20 105/6 105/6 107/10 109/9 114/16 114/17 114/23 115/10 115/13 119/9 120/21 122/6 122/20 122/22 123/1 123/21 124/9 124/9 124/10 124/16 125/21 128/13 129/13 129/18 131/23 132/24 134/9 135/15 136/24 137/13 137/18 140/15 141/15 142/8 142/10 142/14 142/19 143/8 143/12 144/22 145/3 149/5 149/22 150/8 151/7 151/9 152/2 152/25 153/24 154/18 156/9 156/16 Justice [1] 63/6 justification [1] 116/20</p> <p>K KATHRYN [3] 2/4 4/13 59/4 keep [5] 11/18 86/4 100/11 144/23 154/14 keeping [2] 87/2 92/25 keeps [1] 17/4 KEITH [3] 2/14 4/14 139/25 KEITH.GREER [1] 2/20 Keller [9] 75/2</p>	<p>75/19 80/7 82/11 85/3 96/10 103/2 103/3 104/2 Kenworth [6] 76/1 76/22 80/25 81/2 82/13 93/10 kept [1] 32/23 key [2] 20/18 115/4 KHOLBERT [1] 2/9 kicking [2] 49/12 73/2 kind [27] 4/17 5/23 6/10 13/2 39/5 40/5 49/3 49/10 49/10 49/11 49/12 55/12 55/15 59/23 59/24 65/7 67/22 69/4 89/21 114/22 115/9 123/5 127/24 128/13 143/12 150/11 152/25 kinds [1] 36/24 knew [2] 32/24 56/2 know [132] 6/9 7/7 7/25 8/23 9/19 9/24 10/9 11/25 14/2 14/16 15/10 20/4 28/20 31/23 33/15 34/5 34/8 35/6 36/16 39/3 41/20 41/23 42/3 42/9 43/15 46/1 46/16 46/20 46/20 46/25 47/12 48/19 49/9 50/16 52/3 54/10 54/19 55/22 56/9 57/13 58/14 58/19 59/4 59/4 61/12 61/17 61/23 64/3 64/9 64/12 64/15 64/23 65/4 65/9 66/4 66/20 67/1 67/11 69/2 69/21 72/15 80/5 82/6 83/24 84/4 86/3 88/6 88/17 90/13 90/13 91/7 91/17 91/19 91/19 92/7 93/18 95/7 95/9 95/15 96/2 96/18 97/12 99/4 99/8 99/13 99/22 100/14 101/5 106/20 106/24 107/20 110/4 111/24 112/12</p>
--	--	--	---	--

Peggy Isom, CCR 541, RMR

(15) issue... - know

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>K</p> <p>know... [38] 113/13 119/17 120/23 121/7 121/19 122/2 122/13 124/14 128/10 130/6 131/23 133/4 134/12 134/12 134/16 134/21 136/13 137/16 138/2 138/20 139/1 139/3 139/8 140/1 140/9 141/18 141/22 142/11 144/20 144/25 146/22 148/4 149/17 149/18 150/7 151/20 151/20 155/13 knowing [3] 21/5 21/15 56/16 knowledge [1] 78/6 known [1] 56/3 knows [6] 69/7 69/8 82/7 95/13 98/2 155/21</p> <hr/> <p>L</p> <p>Lacks [1] 83/15 ladies [1] 121/25 laid [3] 18/21 19/19 127/24 language [8] 45/7 45/15 48/8 48/10 49/25 53/20 115/5 115/11 large [2] 120/18 132/14 LAS [22] 1/12 3/9 3/17 19/2 19/17 19/22 25/11 25/18 31/8 31/21 32/16 32/18 39/18 76/1 76/25 81/8 82/17 93/9 106/14 107/24 110/13 112/22 laser [2] 123/1 123/22 laser-like [1] 123/22 last [15] 7/17 24/16 77/11 82/20 99/3 108/17 111/10 118/20 125/15 126/2 132/15 134/5 136/17 138/14</p>	<p>138/15 lasted [1] 91/18 lastly [2] 33/19 132/13 late [3] 14/15 80/4 142/9 later [10] 26/10 33/21 44/18 47/7 47/20 70/13 74/14 100/25 152/10 152/12 law [22] 3/5 12/15 22/19 28/18 28/21 33/16 48/15 50/11 50/17 50/19 50/20 51/25 53/19 57/1 71/25 102/17 107/13 107/15 120/24 121/21 126/23 127/1 lawsuit [1] 88/11 lawyer [1] 96/1 lawyers [2] 43/9 69/22 laying [1] 20/21 leads [1] 65/25 learned [1] 25/23 least [6] 30/6 42/24 72/24 82/11 93/4 149/23 leave [1] 71/1 left [10] 41/8 42/7 42/12 42/20 42/21 43/22 44/23 44/24 46/3 73/25 Legacy [4] 76/1 76/23 81/4 82/14 legal [3] 33/10 48/22 50/11 legitimate [2] 143/25 144/3 lend [4] 21/4 21/15 54/21 54/22 lender [10] 4/22 19/16 47/22 106/22 121/3 121/4 130/19 130/20 130/25 131/1 lender's [1] 143/22 lenders [3] 20/4 131/1 147/5 lending [1] 22/12 lengthy [1] 38/10 lent [1] 86/18 less [1] 143/3 let [12] 14/2 56/11 59/25 62/1 80/2 85/9 94/22 97/4</p>	<p>102/8 120/17 142/11 150/15 let's [11] 4/8 11/18 15/22 21/4 37/14 58/23 94/14 97/10 105/2 140/2 153/24 letter [11] 18/24 19/4 19/11 19/11 23/1 38/11 39/23 103/10 104/3 104/4 139/12 letterhead [1] 81/3 letters [2] 45/20 81/2 letting [1] 98/12 level [2] 12/5 58/10 liability [1] 52/1 Liberty [1] 76/4 lied [1] 54/25 lien [1] 4/23 lieu [1] 126/11 light [3] 31/25 56/1 149/18 like [49] 5/6 5/18 5/24 6/24 7/21 7/25 9/5 12/15 12/23 15/18 26/12 28/13 31/14 42/14 51/4 59/7 59/8 63/8 63/12 66/10 66/12 79/22 93/16 100/14 105/12 108/5 109/6 109/7 112/5 114/6 114/10 114/22 115/7 117/14 120/5 121/7 123/1 123/22 129/18 130/24 134/23 136/10 136/24 138/10 142/8 142/14 145/2 147/25 151/17 likely [1] 66/16 limit [4] 69/23 81/24 93/4 149/12 limitation [3] 93/2 141/4 143/18 limitations [2] 93/6 144/9 limited [8] 81/25 85/23 115/15 141/8 141/9 141/10 147/3 147/3 limits [2] 21/3 89/4 Linda [3] 76/23 82/15 106/10 line [36] 21/9</p>	<p>30/10 128/17 128/24 129/4 129/23 130/1 130/15 130/17 131/6 131/8 132/12 132/14 132/17 135/9 135/20 137/1 137/17 137/21 137/24 138/1 142/23 143/2 143/7 143/10 145/18 145/20 146/18 147/16 147/22 148/17 148/18 151/15 153/20 153/21 155/16 lined [3] 26/14 111/15 111/16 lines [1] 138/3 linked [1] 49/24 list [3] 88/25 89/11 89/12 listen [2] 93/15 142/9 listened [1] 35/8 listening [2] 48/4 94/13 litany [1] 34/18 literally [2] 89/14 153/8 litigants [1] 20/7 litigating [1] 122/16 litigation [15] 11/24 20/8 79/12 79/25 80/21 80/22 83/9 84/3 85/24 86/1 94/5 97/11 112/2 113/2 148/3 little [19] 18/22 54/1 63/13 64/22 64/23 65/1 66/9 70/12 81/23 107/18 113/21 119/21 120/1 128/4 141/16 142/12 143/13 149/10 151/1 live [1] 69/25 lives [1] 21/25 LLC [9] 1/9 1/12 77/1 82/16 82/25 89/2 107/24 114/6 114/8 lo [1] 56/1 loan [76] 18/25 19/2 19/7 19/15 19/19 20/3 20/10 20/13 20/14 22/2</p>	<p>22/3 23/2 23/3 23/6 23/7 25/18 27/22 29/4 33/8 33/12 33/24 35/14 36/7 36/9 37/1 37/6 37/10 37/18 37/21 38/2 38/5 38/9 39/6 40/7 41/7 41/20 42/16 43/22 44/6 44/14 44/19 45/7 47/1 48/11 48/13 48/16 49/25 50/1 50/13 52/8 52/22 53/6 53/20 54/3 54/6 56/12 67/18 68/6 84/17 106/20 121/9 121/10 130/9 130/17 132/3 132/6 135/9 136/6 136/7 136/8 136/10 137/21 142/17 142/22 143/23 151/15 loans [1] 20/5 location [1] 115/16 lodge [2] 60/25 151/8 lodged [1] 150/19 log [3] 127/2 127/7 127/9 logical [2] 47/15 48/23 long [12] 10/19 17/22 25/22 29/21 38/23 40/9 43/11 51/15 68/25 83/22 91/8 91/17 longer [1] 72/16 look [36] 27/20 39/16 44/5 53/17 55/22 57/16 62/1 62/14 88/22 95/22 99/25 100/8 101/15 102/1 102/13 120/15 120/17 121/22 128/12 129/14 129/15 135/15 137/23 142/18 144/22 145/24 147/24 148/23 149/23 150/11 150/12 150/16 151/5 151/8 151/12 155/15 looked [8] 48/8 59/3 63/3 63/12 95/21 96/13 148/5 150/13</p>
--	---	--	---	---

Peggy Isom, CCR 541, RMR

(16) know... - looked

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>L</p> <p>looking [17] 14/6 22/19 26/11 42/5 43/19 53/25 80/19 88/24 88/25 90/1 100/18 122/21 128/21 135/4 143/11 147/12 151/12 looks [4] 46/24 66/10 66/12 129/8 Los [1] 14/16 Los Angeles [1] 14/16 lose [1] 64/25 lost [1] 117/20 lot [15] 11/4 11/20 12/7 13/7 17/16 24/23 34/12 50/20 62/20 64/1 73/3 105/11 133/16 137/11 146/9 love [3] 7/16 73/24 94/22 low [1] 26/5 low-hanging [1] 26/5 LVD [23] 15/16 21/15 21/18 21/19 32/10 32/22 32/23 46/20 67/17 77/23 77/25 78/4 78/5 78/9 86/14 86/19 86/19 97/13 106/19 106/22 121/18 130/4 132/3 LVDF [2] 13/23 39/18 LVDF's [1] 4/21</p> <p>M</p> <p>ma'am [4] 64/11 64/17 74/15 100/20 made [21] 23/24 23/25 24/3 24/6 24/18 29/24 37/8 45/3 57/7 64/1 66/13 79/13 83/13 86/6 91/20 92/21 106/15 108/16 111/6 120/22 122/8 mail [1] 101/23 main [3] 60/9 81/19 128/6 majority [2] 120/18 148/15 make [72] 5/25 11/7 13/13 15/6</p>	<p>15/16 15/16 19/25 20/22 20/25 24/7 28/6 29/17 31/25 32/1 34/16 34/22 35/3 35/6 36/20 37/20 42/23 42/25 44/18 47/7 47/15 48/7 48/11 48/17 49/2 52/18 53/18 56/12 56/20 58/7 66/13 66/19 67/4 67/5 69/3 69/12 70/17 70/17 71/11 84/20 86/5 94/4 98/21 100/8 102/22 103/7 109/23 117/22 120/13 123/8 123/18 129/14 129/14 132/22 135/16 136/22 140/15 141/14 142/1 149/13 150/12 150/16 153/2 153/17 153/20 154/16 154/20 154/22 makes [14] 7/25 8/2 20/16 30/13 37/5 44/11 44/12 47/5 67/22 94/2 119/24 129/1 136/3 154/15 making [8] 40/11 44/17 45/22 92/8 108/10 116/1 125/12 140/14 MANAGEMENT [1] 1/9 manager [3] 75/24 76/21 90/24 managers [1] 89/1 manner [1] 99/21 many [11] 29/22 52/12 69/22 71/21 72/5 81/14 82/4 108/11 111/7 142/3 153/17 March [5] 64/21 77/1 81/25 82/18 108/1 March 2012 [4] 77/1 81/25 82/18 108/1 March 5 [1] 64/21 mark [2] 45/13 45/24 marketed [1]</p>	<p>96/16 marketing [13] 25/19 25/22 25/24 26/1 31/10 31/22 32/7 32/22 39/19 46/11 49/8 89/16 110/17 marketings [1] 89/15 Masonry [1] 145/11 master [2] 116/4 116/5 material [1] 77/5 matter [15] 7/5 7/6 20/6 22/18 23/17 41/3 48/15 53/19 57/1 77/10 92/20 93/21 99/18 127/3 157/6 matters [1] 62/9 may [29] 8/17 9/22 17/23 20/20 21/13 26/7 26/16 31/10 31/12 31/18 32/6 37/11 37/22 40/18 46/14 49/9 63/17 65/1 66/6 71/11 77/17 78/23 80/8 92/4 108/14 111/12 134/20 149/12 153/5 May 12 [6] 20/20 21/13 26/7 26/16 108/14 111/12 May 2012 [1] 31/18 May 2016 [1] 32/6 maybe [29] 5/22 6/8 6/25 7/11 11/2 12/10 14/1 14/7 15/19 16/2 16/19 39/5 46/18 48/18 56/2 57/23 58/11 65/17 72/16 73/11 73/12 79/5 99/8 101/4 110/3 114/4 125/21 144/22 151/25 me [75] 7/10 7/10 8/20 9/8 11/9 11/12 13/2 13/25 14/7 16/3 24/19 28/10 30/24 34/16 38/15 40/19 43/1 45/6 46/2 48/5 48/14 50/10 54/25 55/2 56/10 56/11 58/15</p>	<p>59/25 61/23 62/1 62/16 62/23 65/20 71/9 79/5 79/13 80/2 83/23 83/24 84/1 85/9 85/18 90/1 94/13 94/13 95/23 95/24 96/4 96/4 100/7 112/17 112/20 114/11 120/17 120/21 125/11 129/7 134/20 139/10 139/25 142/11 143/8 144/13 145/22 145/24 146/23 148/23 149/22 150/16 152/20 152/21 152/23 153/1 156/6 156/8 mean [70] 7/16 11/17 11/18 12/9 12/16 15/25 16/4 25/5 26/4 29/8 34/1 34/5 34/8 40/2 42/7 42/9 49/3 49/12 49/13 50/12 51/4 51/11 51/23 54/14 59/1 59/10 61/20 62/10 68/23 69/4 69/5 69/17 69/19 70/2 72/8 72/10 72/15 72/16 86/1 88/19 89/14 91/18 92/6 92/12 95/24 96/2 98/9 101/4 102/11 106/8 107/11 107/14 115/25 117/14 120/15 124/2 127/23 128/7 129/6 130/10 137/5 140/6 140/10 140/13 141/17 142/18 143/9 144/6 145/22 151/25 meaningful [1] 122/4 means [2] 5/10 52/14 meant [1] 12/14 medical [1] 115/6 meet [4] 70/5 98/17 102/3 102/20 meeting [4] 26/10 60/17 96/11 111/11 member [3] 75/24 76/20 90/24</p>	<p>members [3] 34/14 89/1 95/17 memory [1] 39/15 mentioned [4] 80/3 109/2 134/9 139/10 merits [1] 63/18 message [1] 117/20 met [1] 21/6 method [1] 133/19 might [20] 42/8 42/8 52/11 54/14 58/11 70/8 73/23 73/24 79/2 92/8 101/8 112/4 113/20 122/12 124/12 124/18 124/20 136/21 145/3 155/22 million [12] 20/23 20/24 37/12 37/13 37/13 37/20 55/9 55/14 117/19 132/17 137/1 138/5 millions [2] 37/14 93/22 mind [7] 35/13 58/10 62/5 62/12 70/11 150/20 151/21 minimum [2] 26/13 111/14 minute [3] 10/22 152/24 154/5 minutes [6] 40/23 65/17 65/17 127/25 147/23 152/1 misallocation [1] 19/14 misappropriated [1] 106/13 mislead [1] 124/15 misread [2] 24/5 24/5 misrepresentation [3] 19/13 26/22 27/1 misrepresentation s [1] 21/10 missed [2] 131/17 139/24 missing [4] 42/18 68/18 87/6 141/15 misspending [1] 19/13 misuse [1] 114/5 misused [1] 97/25</p>
---	---	---	---	--

Peggy Isom, CCR 541, RMR

(17) looking - misused

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>M model [1] 90/10 modifying [1] 104/11 Monday [5] 8/2 8/5 8/7 152/21 152/25 monetary [3] 19/20 19/24 134/14 money [51] 19/17 20/23 21/1 21/4 21/12 21/16 21/20 21/21 25/21 26/12 31/9 31/20 32/1 32/4 32/6 32/14 32/16 32/18 32/25 32/25 33/13 39/22 46/6 46/7 46/9 46/10 46/12 47/10 47/11 49/7 54/20 55/4 55/23 78/7 80/23 80/24 84/24 86/18 86/19 106/21 106/24 108/12 113/13 113/14 120/23 121/2 121/4 121/15 121/18 122/13 130/3 monies [9] 21/17 23/5 31/12 32/11 106/13 106/14 114/9 124/13 131/10 month [4] 12/11 20/1 65/5 73/9 months [6] 11/14 64/22 72/13 93/25 97/14 138/25 Morales [9] 127/15 127/21 128/8 128/17 131/20 134/7 135/21 145/10 146/4 more [28] 26/12 30/24 40/17 43/1 46/12 52/11 58/11 60/15 62/5 62/17 63/4 66/25 72/4 72/5 73/8 76/16 87/24 87/25 113/21 122/25 123/17 125/4 125/5 125/6 143/3 145/24 147/23 153/3 morning [1] 134/13 mortgagee [1] 121/7</p>	<p>most [7] 68/20 76/8 98/11 112/15 131/17 134/11 151/2 mostly [2] 111/20 119/20 motion [62] 4/19 4/20 4/25 5/10 6/3 6/15 6/24 7/9 7/21 8/21 9/3 9/12 9/13 9/14 12/15 13/22 15/12 16/1 16/3 16/9 16/16 17/7 17/25 18/11 25/1 30/11 40/12 48/9 52/16 53/17 55/16 67/1 71/25 74/5 74/22 81/17 84/14 87/18 88/23 99/8 104/7 104/13 109/2 111/1 115/20 116/15 119/13 119/17 123/14 126/4 127/14 127/17 127/24 128/14 128/15 138/25 139/16 139/18 139/21 140/1 140/22 141/3 motion's [1] 80/4 motions [13] 1/16 11/9 12/11 13/5 17/8 17/22 18/3 70/15 70/15 73/25 74/3 74/19 105/14 move [21] 5/13 6/2 6/11 6/14 7/1 10/4 10/5 10/11 11/12 13/24 16/17 21/4 37/6 47/22 60/14 64/23 66/2 66/15 73/1 105/2 117/2 moved [4] 10/9 10/10 11/11 11/11 moving [1] 6/5 Mr [2] 25/9 79/4 Mr. [125] 4/19 10/6 10/14 11/16 15/24 22/8 22/14 22/22 23/8 23/13 23/22 23/24 24/19 25/8 25/17 25/23 26/11 26/11 30/1 31/5 31/7 32/6 32/7 38/13 39/2 39/14 41/20 46/17 48/25 49/4 53/15 54/10</p>	<p>57/18 58/1 67/9 68/1 70/22 72/5 72/25 75/6 75/9 76/9 77/25 78/11 79/5 79/9 80/8 80/11 80/19 81/1 81/5 82/14 82/15 85/6 85/14 85/21 86/21 87/13 88/5 88/13 89/24 90/1 90/8 90/14 90/17 91/13 91/18 92/18 92/19 93/9 93/9 94/6 94/11 95/9 95/12 95/25 96/10 96/10 96/15 97/3 98/16 98/19 102/5 103/8 106/10 108/10 108/15 108/19 110/6 110/14 110/15 110/17 110/20 111/6 111/12 112/15 113/8 114/15 120/3 120/22 121/19 123/18 126/15 126/20 130/4 133/25 134/8 134/9 135/4 135/24 137/10 138/15 139/25 140/17 141/13 142/4 145/2 145/21 147/24 148/21 149/25 150/19 151/6 151/11 154/22 Mr. Aldrich [47] 4/19 10/6 11/16 15/24 22/14 30/1 31/7 32/7 38/13 46/17 48/25 53/15 57/18 58/1 67/9 68/1 70/22 72/5 78/11 79/5 85/21 86/21 90/1 95/25 97/3 98/16 102/5 108/19 114/15 120/3 121/19 123/18 126/15 126/20 135/4 137/10 138/15 139/25 140/17 141/13 142/4 145/21 147/24 148/21 150/19 151/6 154/22 Mr. Aldrich's [1]</p>	<p>120/22 Mr. Carter [1] 96/10 Mr. Dziubla [34] 23/13 25/17 25/23 26/11 39/14 75/6 75/9 80/8 80/11 87/13 90/14 90/17 91/18 92/18 92/19 93/9 94/6 94/11 95/9 96/15 106/10 108/10 108/15 110/6 110/14 110/15 110/17 111/6 111/12 112/15 113/8 130/4 134/8 135/24 Mr. Dziubla's [7] 76/9 81/1 82/14 88/5 88/13 89/24 90/8 Mr. Evans [2] 22/22 23/8 Mr. Fleming [3] 26/11 93/9 110/20 Mr. Fleming's [2] 81/5 82/15 Mr. Greer [21] 23/22 23/24 24/19 25/8 31/5 39/2 41/20 49/4 54/10 72/25 79/9 80/19 85/6 85/14 91/13 98/19 103/8 133/25 134/9 149/25 151/11 Mr. Greer's [1] 10/14 Mr. Keller [1] 96/10 Mr. Piazza [4] 32/6 77/25 95/12 145/2 Mr. Piazza's [1] 22/8 Mrs [1] 121/17 Ms. [6] 59/22 73/18 100/20 103/7 125/10 151/11 Ms. Holbert [6] 59/22 73/18 100/20 103/7 125/10 151/11 much [8] 26/17 72/4 81/1 91/19 107/14 109/16 130/6 138/2 must [1] 44/2 my [92] 5/1 5/5</p>	<p>5/21 13/9 13/14 20/19 23/20 23/23 24/1 24/2 27/5 34/4 35/11 39/11 40/14 40/24 41/5 41/18 42/10 43/23 44/25 45/22 48/21 49/4 49/10 49/23 50/5 50/7 50/15 51/14 51/22 54/20 54/24 54/24 57/6 60/8 62/13 63/25 64/19 65/8 65/16 66/21 68/1 68/7 68/24 73/23 80/24 81/4 81/15 83/12 84/1 84/4 92/4 95/24 99/20 100/11 101/14 102/20 108/11 109/15 111/23 112/14 113/14 113/25 115/5 115/13 116/1 116/14 117/1 121/8 122/5 124/15 125/21 127/25 128/14 128/16 133/22 134/25 135/18 138/9 138/11 138/21 139/11 141/19 149/2 149/3 152/23 155/18 157/9 157/11 157/14 157/14 myself [2] 63/3 81/18 N Nam [1] 80/14 name [4] 92/23 95/11 99/3 157/14 named [2] 107/7 121/12 names [24] 77/22 86/9 86/10 87/7 87/7 87/8 88/15 89/3 90/12 90/18 92/14 93/3 97/19 97/19 97/24 98/8 98/15 98/17 98/20 98/21 99/17 100/3 126/15 126/16 narrow [2] 88/3 151/24 narrowed [1] 88/20 narrowly [10] 80/17 81/11 81/22</p>
--	--	--	--	--

Peggy Isom, CCR 541, RMR

(18) model - narrowly

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>N narrowly... [7] 85/4 85/22 85/25 87/24 87/25 88/12 92/2 nation [1] 34/19 nature [3] 83/7 124/16 137/19 necessarily [4] 16/18 55/6 87/11 141/25 necessary [2] 93/12 142/1 need [67] 7/11 7/20 8/3 15/18 15/23 16/2 17/5 22/11 24/2 25/15 26/13 33/14 40/21 54/1 54/21 59/14 64/7 66/19 68/17 69/3 71/5 71/15 72/5 74/11 84/25 86/4 86/9 86/10 87/7 87/7 87/8 88/8 90/18 90/18 92/14 95/5 95/7 95/9 96/24 97/18 97/18 97/19 97/21 98/14 98/17 98/20 98/20 113/14 118/7 118/16 119/8 119/9 122/3 129/10 130/6 130/21 131/23 132/25 136/12 137/11 139/20 140/9 141/16 150/2 155/8 155/13 156/9 needed [2] 145/22 148/13 needs [5] 40/19 50/6 76/13 84/23 156/15 negative [1] 12/14 negligent [1] 27/1 neither [1] 44/9 NES [2] 107/23 112/2 nets [1] 119/10 network [1] 93/24 NEVADA [11] 1/7 4/1 8/13 51/25 62/10 63/8 115/8 126/23 127/1 157/2 157/15 never [5] 6/6 29/25 70/10 80/11 103/24 new [5] 31/19</p>	<p>120/16 137/16 155/7 156/8 next [16] 8/2 8/9 8/16 41/5 61/8 73/8 73/9 73/15 74/18 81/17 82/10 105/2 105/4 129/2 149/22 150/9 nexus [1] 48/12 nice [1] 154/1 nicely [1] 139/1 nine [1] 51/8 Ninety [1] 118/1 no [107] 1/1 6/16 7/1 10/12 12/17 16/25 17/3 19/10 21/10 21/14 23/6 23/7 23/15 24/20 30/25 31/20 31/24 32/14 32/15 32/17 37/16 42/19 43/7 43/8 43/17 46/15 46/16 46/16 49/17 49/17 50/22 53/5 53/5 53/5 57/3 60/21 74/14 77/9 80/19 81/22 81/23 83/11 85/19 86/8 86/10 88/24 89/22 91/9 91/13 91/14 92/22 94/2 94/19 98/25 100/15 100/21 101/5 106/4 106/20 106/23 108/23 109/4 109/21 116/20 116/21 116/21 119/19 121/6 121/22 123/10 124/8 127/10 135/7 135/13 136/20 138/14 139/6 139/10 139/21 140/18 140/19 141/4 141/9 142/20 143/4 143/15 143/15 144/4 144/5 144/6 144/12 144/13 145/5 145/7 145/15 146/1 148/2 149/2 150/22 151/13 152/4 152/10 152/12 154/7 154/9 154/20 155/22 No. [9] 78/24 81/8 126/10 126/10 143/9 143/9 146/7</p>	<p>150/15 150/19 No. 24 [1] 150/19 No. 27 [1] 146/7 No. 3 [2] 126/10 143/9 No. 4 [4] 78/24 126/10 143/9 150/15 No. 5 [1] 81/8 noise [1] 100/8 non [2] 50/3 95/12 non-identifying [1] 95/12 non-jury [1] 50/3 None [2] 106/7 138/21 nonetheless [2] 40/4 81/19 nonissue [1] 12/1 nonjudicial [1] 20/12 nonrelevant [1] 129/1 normally [2] 51/23 114/3 not [165] note [4] 10/18 22/14 24/16 85/8 noted [1] 147/9 notes [3] 120/22 149/3 157/8 nothing [13] 36/6 63/7 99/14 116/22 120/12 128/7 132/10 134/14 138/24 140/11 140/17 143/2 143/3 notice [15] 17/11 18/1 19/21 19/22 58/22 59/24 60/2 60/15 61/11 67/20 67/21 85/9 107/20 134/14 148/10 notices [2] 127/21 155/3 notwithstanding [1] 62/11 November [3] 5/4 5/15 65/5 November 5 [1] 5/4 now [61] 5/22 7/20 7/25 14/7 15/10 18/12 20/25 22/6 22/18 24/4 25/1 26/18 26/20 27/5 32/3 39/15 40/12 40/20 47/20 47/20</p>	<p>47/21 50/14 52/9 52/15 59/8 59/17 61/16 64/20 68/23 70/15 71/1 71/21 72/9 72/24 73/3 73/25 74/10 77/17 81/23 83/1 83/20 88/17 90/12 95/2 95/7 95/8 99/9 105/21 108/19 111/2 111/16 112/14 113/3 123/7 127/12 127/14 131/17 131/19 138/2 143/11 145/20 NRCP [1] 58/22 nullification [1] 34/24 number [15] 62/1 64/20 69/21 75/22 83/2 83/9 89/8 91/12 94/18 107/20 107/25 107/25 111/15 111/16 112/11 numbering [3] 128/3 149/9 153/23 Numbers [1] 129/17 NV [3] 1/24 2/7 3/9 Nye [2] 146/6 146/13</p>	<p>149/2 152/8 152/24 obligation [4] 32/17 33/8 55/4 107/11 obtain [3] 134/2 136/6 136/25 obtained [2] 135/20 137/3 obtaining [1] 106/16 obvious [1] 46/2 obviously [2] 59/11 131/9 occasions [1] 142/4 occurred [1] 111/11 OCTOBER [9] 1/21 4/1 10/25 11/3 18/24 22/6 24/1 24/3 25/22 October 2016 [1] 18/24 October 4 [1] 22/6 off [15] 8/10 9/18 16/20 17/6 39/15 42/10 45/12 57/15 79/25 80/5 84/16 97/13 99/9 103/23 149/6 offer [2] 91/20 153/12 offering [1] 154/18 office [6] 101/14 102/3 102/21 146/20 149/21 157/14 officer [3] 75/24 76/20 90/24 officers [1] 89/1 offices [3] 100/13 144/20 145/2 often [2] 62/14 153/11 oftentimes [1] 78/12 Oh [1] 13/21 okay [85] 7/3 7/14 10/1 12/19 12/25 14/12 16/10 18/15 24/8 38/12 40/16 43/9 45/19 45/25 48/5 48/25 49/3 49/22 53/13 57/5 58/4 58/18 58/23 58/25 60/22 70/24 73/17 73/20 74/8 74/18 75/4 79/7</p>
--	--	--	---	---

Peggy Isom, CCR 541, RMR

(19) narrowly... - okay

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>O okay... [53] 83/18 93/16 95/6 96/3 96/15 101/19 101/22 102/6 102/23 102/24 103/4 103/16 103/20 104/12 104/22 104/23 105/9 109/18 110/12 111/5 115/22 116/2 116/12 116/20 116/22 118/12 119/1 119/23 123/11 125/25 129/21 131/19 133/12 136/2 137/1 138/13 138/16 138/24 140/21 141/12 141/20 143/15 148/6 149/14 152/5 152/11 152/16 152/17 154/7 154/11 155/5 156/2 156/18 omnibus [1] 74/4 on [203] once [10] 6/2 6/4 6/22 25/17 26/13 28/11 37/7 39/20 70/9 152/24 one [109] 4/17 5/7 5/24 8/3 8/4 30/20 34/4 34/11 34/16 36/2 36/3 39/12 39/18 41/13 41/22 43/4 43/17 48/3 48/4 49/7 49/11 51/23 52/5 52/10 62/1 62/15 63/6 64/20 68/4 69/21 71/10 71/23 76/15 76/16 77/7 77/11 80/9 81/1 82/8 82/20 83/1 83/2 83/9 85/6 86/5 89/8 91/1 91/12 91/13 93/1 94/19 96/24 96/25 99/12 105/1 105/2 105/6 105/12 107/21 112/1 112/15 112/20 112/22 113/4 113/8 113/11 114/24 116/18 116/19 116/19 118/7 118/8</p>	<p>118/16 118/17 123/17 124/23 125/5 125/6 125/15 126/2 128/15 128/18 128/21 129/2 129/7 130/2 131/24 135/16 136/23 139/8 139/10 139/20 141/10 143/9 144/18 146/23 146/23 147/13 148/2 150/13 150/17 150/17 150/19 151/1 151/5 151/9 152/2 152/25 154/16 ones [11] 33/14 80/14 147/6 147/6 148/5 148/21 148/22 149/9 149/13 149/23 151/20 ongoing [2] 31/7 40/9 only [28] 4/24 6/7 22/23 30/14 43/3 47/15 48/4 54/21 54/21 55/1 55/2 56/4 56/9 67/4 80/13 83/2 87/13 95/11 96/19 97/5 97/6 97/19 100/4 104/1 133/1 133/2 143/21 148/2 open [11] 8/24 13/4 13/5 79/21 91/8 99/24 105/5 107/11 112/9 112/11 123/15 opening [1] 124/10 operating [1] 149/6 operations [1] 31/17 opinion [1] 66/21 opinions [1] 70/7 opportunity [2] 100/8 126/21 opposed [1] 64/2 opposing [1] 139/13 opposite [1] 41/24 opposition [8] 7/1 7/18 16/13 16/16 16/19 74/4 116/17 140/3</p>	<p>or [141] 4/21 5/7 5/15 7/22 10/9 10/21 10/23 10/25 20/12 21/2 28/13 28/21 29/4 29/6 29/11 34/7 42/21 42/21 42/24 43/21 44/6 49/23 50/2 52/5 52/5 52/6 54/7 56/3 56/11 57/15 57/16 58/20 59/20 60/25 62/20 63/15 65/5 68/5 68/7 70/7 70/15 71/10 72/12 72/12 73/9 74/13 75/23 75/25 76/9 76/21 77/12 79/12 80/18 82/5 82/8 82/12 82/21 84/17 85/8 88/9 88/9 88/18 88/18 90/24 92/18 93/19 93/19 93/25 94/14 98/8 99/14 99/18 100/13 100/14 101/16 102/1 102/17 102/21 103/7 103/14 104/13 105/25 108/5 109/3 109/20 110/8 112/2 112/5 112/25 113/1 113/7 113/13 114/4 114/5 114/6 114/7 116/17 117/14 119/17 123/5 123/14 126/5 126/16 127/20 128/4 128/23 129/3 129/10 129/14 129/14 130/16 130/16 130/22 132/7 132/19 132/21 134/11 135/8 136/13 136/23 138/5 138/21 142/16 143/6 143/16 144/7 144/14 145/1 145/2 145/9 145/18 146/12 147/17 148/17 148/18 149/22 150/8 151/14 153/10 153/17 155/9 order [37] 4/20 5/1 5/13 6/10 6/14 6/20 7/8 31/13 50/24 63/17 67/13 70/15</p>	<p>78/3 78/12 78/17 79/10 79/19 79/24 84/1 84/5 94/4 102/14 103/13 103/17 103/18 103/23 104/1 104/4 104/14 104/15 104/19 104/21 113/23 120/15 152/24 154/5 155/9 ordered [5] 40/15 79/16 79/17 105/22 109/14 orders [2] 79/10 79/16 organization [1] 114/9 other [49] 12/9 20/25 24/23 25/15 30/17 47/8 48/3 52/9 53/10 53/11 54/24 55/16 62/9 62/15 64/15 67/12 80/16 80/23 84/6 84/15 85/6 86/6 89/23 90/17 92/18 106/7 106/11 106/12 106/25 107/6 107/7 107/14 107/23 108/20 111/21 111/25 111/25 112/13 113/12 120/1 120/2 123/7 145/17 147/15 148/2 148/5 148/21 148/22 153/2 our [22] 4/8 7/21 16/12 18/20 18/21 27/6 29/8 41/16 49/13 51/7 55/21 63/4 70/4 94/8 119/5 127/15 127/23 129/11 129/19 133/9 135/16 140/19 out [58] 5/16 10/13 12/5 18/21 19/19 20/6 20/21 24/4 27/14 31/22 32/3 32/19 33/9 39/16 39/16 46/20 48/24 49/7 52/10 52/25 54/20 55/16 56/20 57/1 58/15 67/2 74/6 78/13 80/23 84/25 88/25 90/8 95/17 97/7</p>	<p>99/15 101/13 102/12 103/8 108/21 111/14 114/9 115/21 115/24 119/17 125/18 125/22 127/24 129/24 133/3 133/23 135/3 138/4 140/2 142/2 146/21 148/22 149/19 152/19 outlined [1] 27/11 outside [5] 79/12 81/6 84/3 94/5 145/20 over [20] 31/21 32/15 39/19 40/9 40/15 40/24 45/16 46/5 46/12 46/16 46/17 46/19 47/8 72/9 102/9 108/10 116/9 122/13 144/22 149/21 overboard [8] 76/6 77/2 87/15 93/5 122/5 129/9 141/20 146/5 overlooked [1] 62/14 overly [4] 81/14 81/20 93/8 129/18 overrule [2] 150/21 153/9 overruled [1] 51/20 overwhelming [1] 76/7 own [3] 21/2 87/1 137/25 owner [2] 25/9 110/16 owns [1] 25/9</p> <hr/> <p>P P..M [1] 4/2 page [2] 135/5 139/12 page 13 [1] 135/5 pages [5] 91/23 99/14 118/10 118/11 134/17 paid [13] 21/18 21/23 32/20 33/2 40/24 86/19 106/19 106/23 117/1 121/9 121/10 131/22 131/24 paid-in-place [1] 21/23</p>
--	--	---	--	--

Peggy Isom, CCR 541, RMR (20) okay... - paid-in-place
(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>P paired [1] 118/21 Pandora's [1] 124/10 panel [2] 34/14 34/15 papers [2] 18/21 22/18 paperwork [1] 23/15 paragraph [2] 117/12 117/13 paragraph 12 [1] 117/12 paragraph 13 [1] 117/13 paragraphs [1] 120/20 pardon [1] 54/15 PARKWAY [1] 2/5 part [15] 31/8 38/3 41/21 44/8 57/16 76/8 90/5 100/4 104/7 104/8 104/18 104/19 115/24 143/22 146/9 parte [1] 4/19 particular [4] 50/24 78/10 78/22 106/6 particularity [2] 142/12 151/5 particularly [3] 67/17 108/13 108/14 parties [28] 17/9 19/1 19/6 19/8 20/15 21/13 25/8 33/15 33/18 36/9 36/25 38/5 75/21 77/4 81/7 85/23 86/3 100/1 112/13 113/6 116/10 119/25 127/4 127/18 129/23 140/23 147/21 149/19 partners [2] 80/12 122/12 partnership [1] 114/6 party [25] 80/21 80/22 81/9 82/13 82/13 82/15 82/16 82/17 86/1 86/4 88/3 88/11 88/21 98/10 99/9 101/21 105/17 105/18</p>	<p>107/10 112/1 113/2 116/24 122/4 145/13 145/13 past [5] 21/5 21/11 77/20 86/2 95/15 patient [1] 125/20 pause [5] 18/16 99/19 125/17 125/24 148/1 pay [9] 21/22 32/3 33/8 33/11 55/1 55/4 55/14 56/15 84/16 paying [3] 49/7 97/14 97/15 payment [5] 19/25 24/1 24/3 32/12 126/12 payments [6] 21/19 33/2 33/3 46/21 106/15 121/5 peeled [1] 57/15 PEGGY [3] 1/24 157/4 157/17 pending [6] 5/2 9/3 15/12 35/12 72/9 73/25 penny [1] 69/7 people [11] 26/12 36/9 56/10 89/20 90/19 92/19 93/24 97/10 97/20 109/3 111/15 percent [3] 47/19 94/18 96/22 perfect [2] 21/8 154/10 perfectly [1] 123/18 performance [4] 32/8 32/12 33/2 46/15 performed [1] 126/9 perhaps [4] 20/13 20/15 113/8 153/6 period [4] 40/9 108/1 108/10 124/25 person [2] 80/23 110/17 personal [1] 121/11 persons [1] 33/13 perspective [8] 13/3 42/6 43/20 57/22 62/17 100/19 110/25 114/23</p>	<p>pertaining [3] 76/2 81/10 89/12 pertains [1] 123/23 pertinence [1] 146/12 pet [1] 63/7 philosophical [1] 13/3 phone [1] 24/18 photographs [1] 132/7 phrased [2] 77/19 87/18 Piazza [18] 26/6 26/9 32/6 77/25 78/10 78/15 79/13 79/15 95/12 98/13 108/16 108/16 111/10 121/23 134/4 136/16 137/6 145/2 Piazza's [3] 22/8 121/17 121/17 picture [1] 87/6 piece [5] 25/12 49/4 134/25 138/11 141/19 place [9] 4/8 21/8 21/23 50/8 62/18 93/19 98/4 136/4 157/7 placing [1] 89/21 plaintiff [6] 1/10 3/2 4/11 26/21 55/7 115/6 plaintiff's [7] 4/20 13/22 70/19 126/4 127/17 140/22 143/25 plaintiffs [1] 95/20 plan [3] 71/6 73/7 73/14 planning [2] 15/11 146/6 plans [2] 22/9 132/2 players [1] 77/8 plays [1] 67/2 pleadings [2] 23/20 81/15 please [3] 40/12 73/4 107/22 pleases [2] 17/24 153/6 plus [1] 61/11 PMK [1] 85/13 pocket [2] 54/20</p>	<p>54/24 point [34] 10/13 20/17 21/9 21/14 21/17 21/24 26/8 31/20 31/24 32/5 32/23 35/11 37/25 43/23 45/22 49/13 56/20 60/8 62/13 66/12 67/15 70/3 80/3 84/11 87/22 95/24 100/11 115/13 119/8 119/18 131/9 131/11 133/8 133/22 pointed [2] 119/17 148/22 points [6] 80/2 83/8 106/18 121/9 143/14 145/22 political [1] 62/9 portion [2] 132/16 132/19 position [28] 4/23 23/20 27/6 29/8 41/16 41/23 42/23 49/13 50/7 50/15 54/5 55/8 55/10 57/14 67/3 76/9 81/15 88/5 109/12 124/13 135/4 136/25 137/12 140/20 141/14 144/2 149/25 155/14 positions [1] 149/19 possess [5] 75/23 76/19 77/12 80/18 82/21 possession [3] 120/8 143/22 144/19 possibility [1] 78/12 possible [2] 12/24 28/15 posture [2] 11/22 56/25 potential [4] 62/18 77/4 86/25 87/17 potentially [8] 5/7 53/12 73/12 77/3 100/14 123/19 124/18 144/5 powerful [1] 66/25 practical [1] 66/3 pre [1] 90/2</p>	<p>pre-history [1] 90/2 preclude [1] 122/4 prefer [1] 67/6 prejudice [4] 52/17 58/6 124/4 126/3 prejudicing [1] 140/13 preliminary [9] 9/4 15/13 17/14 20/11 63/16 66/17 67/5 67/13 72/8 premature [2] 73/24 135/3 premium [1] 106/19 prepare [3] 70/20 103/13 104/1 prepared [3] 15/21 22/9 134/24 prepayment [1] 84/17 present [3] 82/1 82/18 108/2 presentation [2] 41/21 120/22 presented [1] 15/14 president [1] 146/19 pretrial [1] 12/11 pretty [7] 30/13 45/15 62/7 107/14 142/24 152/4 152/14 previously [2] 21/3 148/8 primary [2] 25/19 38/10 principal [4] 19/4 75/25 76/21 90/25 principals [2] 20/21 89/2 prior [8] 23/4 31/11 75/6 75/10 95/13 107/3 131/16 142/8 privacy [4] 86/8 86/24 98/10 123/4 private [1] 107/2 privilege [5] 77/4 89/16 116/20 127/7 127/8 privileged [6] 77/3 83/10 83/11 87/16 87/17 132/10 privileges [1] 77/3</p>
--	--	---	---	--

Peggy Isom, CCR 541, RMR

(21) paired - privileges

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>P</p> <p>pro [2] 2/12 147/22 probably [19] 6/17 14/15 28/18 29/20 39/8 42/13 42/23 50/6 51/8 52/25 72/18 82/4 95/4 103/18 112/14 118/24 123/16 139/24 142/3 problem [11] 8/18 10/12 22/21 25/20 67/25 75/16 76/15 95/1 100/6 100/21 115/17 problems [2] 77/25 139/13 procedural [3] 11/21 51/17 56/25 procedurally [5] 6/23 38/21 50/2 52/12 80/4 proceed [3] 35/6 50/2 132/25 proceedings [9] 18/16 99/19 105/20 125/17 125/24 148/1 156/20 157/6 157/12 proceeds [2] 38/21 90/21 process [17] 12/4 20/4 34/21 38/10 47/17 47/23 57/24 65/14 66/17 69/5 70/11 92/22 100/5 104/22 140/15 143/25 144/3 processes [1] 140/8 procuring [1] 106/20 produce [6] 98/15 115/16 115/17 119/4 124/1 126/14 produced [10] 68/16 87/11 98/6 99/24 105/24 106/3 109/16 119/16 119/20 126/19 producing [4] 99/9 101/21 118/4 127/5 production [13] 99/22 107/3 116/1 116/6 117/5 123/23 124/9 125/1 131/17 133/10 133/13 133/22 138/17</p>	<p>productions [1] 131/16 program [1] 84/13 progress [5] 21/19 33/2 121/5 125/12 144/25 project [44] 22/5 22/6 25/24 40/25 75/8 76/3 77/13 77/15 80/10 81/11 81/25 82/22 82/24 83/3 83/4 88/10 89/5 89/12 90/15 91/15 92/12 93/23 96/4 96/17 96/19 130/7 131/12 131/22 131/23 132/7 143/12 145/1 145/12 145/19 146/12 146/14 146/24 147/1 147/2 147/3 147/6 147/10 147/17 147/19 projects [3] 63/7 88/7 146/10 prolonged [1] 12/15 promises [2] 72/13 94/1 promote [1] 105/25 proof [4] 24/1 91/20 114/15 114/18 proper [4] 85/4 94/16 123/3 142/2 properly [2] 84/4 95/2 property [3] 75/12 130/4 133/3 proposed [2] 20/13 121/21 proposition [1] 51/25 proprietary [16] 77/22 83/6 83/10 87/16 90/11 92/24 93/3 93/12 95/1 96/14 96/19 97/2 97/25 99/6 108/5 116/21 prospective [1] 26/25 protect [3] 33/20 84/9 93/8 protected [3] 33/14 86/14 105/19 protecting [1]</p>	<p>96/18 protections [1] 105/16 protective [8] 70/15 78/12 78/17 79/10 104/14 104/15 104/19 113/23 protocol [4] 35/5 58/12 112/5 113/15 protocols [1] 52/13 prove [1] 143/24 provide [12] 65/3 75/22 77/12 107/22 109/3 118/6 118/18 127/2 130/25 132/18 152/7 153/7 provided [11] 83/14 83/16 83/19 94/16 112/16 117/3 118/9 127/2 130/9 134/16 134/17 provides [1] 63/14 providing [5] 108/25 109/7 109/7 134/15 148/13 provision [6] 19/10 19/19 60/11 62/15 63/3 84/17 provisions [2] 19/6 33/24 publicly [1] 87/3 publish [1] 97/7 pull [3] 39/16 54/20 96/23 purpose [2] 121/15 129/10 purposes [4] 59/10 59/19 124/19 124/21 pursuant [2] 33/24 48/10 push [1] 65/4 pushing [1] 47/20 put [24] 7/1 10/3 10/8 15/2 15/2 15/19 15/22 21/8 21/20 29/10 33/19 45/13 45/23 66/24 67/10 76/6 81/15 93/7 101/14 101/21 101/23 117/22 124/24 136/14 putting [3] 12/18 32/25 33/13</p>	<p>qualifies [1] 58/20 qualify [1] 141/7 quash [16] 17/9 17/22 18/3 74/4 74/6 74/19 74/22 87/18 88/23 104/13 123/14 127/14 127/18 139/19 140/22 141/3 quashed [2] 76/13 87/23 quashing [2] 104/8 123/21 question [24] 5/5 5/21 15/9 28/8 28/21 36/3 41/5 41/18 43/9 43/16 44/3 44/25 45/13 45/23 46/2 47/19 49/23 50/4 60/13 75/22 92/4 100/15 127/11 138/9 questions [7] 30/24 34/20 50/11 79/5 85/18 131/25 132/15 quick [4] 37/5 38/3 83/9 153/2 quicker [1] 70/18 quickly [7] 9/6 12/24 20/5 20/10 37/6 47/23 152/14 quid [1] 147/22 quite [1] 41/22 quo [1] 147/22 quotes [1] 30/12</p>	<p>reach [2] 54/23 90/8 read [6] 30/12 51/15 65/25 101/1 149/12 151/9 reading [1] 65/16 ready [6] 18/17 26/14 75/3 111/16 116/8 123/8 real [8] 20/14 43/11 66/22 71/23 83/8 130/2 136/7 137/5 realize [3] 72/8 115/3 142/9 really [46] 9/3 11/18 12/1 12/6 16/6 22/11 30/20 30/21 35/2 41/12 42/7 44/2 47/15 59/15 60/9 61/18 64/12 65/18 69/6 87/9 88/8 90/5 96/2 96/7 102/16 107/9 107/13 111/20 113/3 113/5 115/2 115/15 117/23 119/10 120/12 122/3 123/3 124/11 129/6 129/13 136/13 137/12 145/23 148/18 154/20 154/20 Realty [4] 76/1 76/23 81/4 82/14 reason [22] 4/24 6/7 7/4 11/17 25/2 25/3 32/13 43/3 56/21 61/25 67/24 76/13 86/24 95/7 98/21 106/4 109/11 115/24 126/19 127/4 144/17 155/18 reasonable [1] 65/2 reasons [2] 52/10 124/23 recall [5] 80/8 111/10 113/4 115/23 116/2 receipt [1] 126/11 received [4] 23/5 24/18 113/17 133/21 receiver [5] 9/4 15/12 15/18 15/22 16/1</p>
		<p>Q</p> <p>qualified [1] 56/21</p>	<p>R</p> <p>RAINBOW [1] 3/7 raise [4] 26/13 55/22 56/17 111/14 raised [8] 21/12 30/3 56/11 76/3 89/5 89/13 113/7 126/5 raising [4] 21/18 75/11 80/23 93/22 Rank [14] 127/22 128/15 128/19 128/21 128/22 135/6 145/9 145/17 146/3 147/15 149/7 150/15 150/18 150/24 rare [1] 51/24 rate [1] 134/18 rather [4] 78/4 117/24 119/10 151/22</p>	

<p>R receivership [1] 114/4 receiving [1] 113/9 recent [2] 131/17 134/11 recently [1] 22/16 Recess [2] 31/3 74/16 recognize [2] 50/12 112/3 recollection [3] 51/15 115/5 120/5 recommended [1] 61/19 reconsider [1] 155/11 record [16] 4/9 8/10 9/18 10/2 16/20 24/5 63/25 69/12 138/16 140/21 147/13 149/1 149/13 152/18 155/2 157/11 recording [1] 132/7 records [16] 40/14 40/22 108/22 110/19 110/22 112/16 122/9 123/12 132/4 138/18 143/19 143/19 144/10 144/16 144/23 144/24 red [2] 153/20 153/21 redact [2] 94/15 100/3 redacted [7] 87/11 95/2 95/5 95/11 99/17 100/2 126/17 redacting [2] 98/8 98/15 redactions [1] 99/23 refer [3] 129/3 143/6 144/14 referring [1] 144/7 reflect [2] 144/5 154/23 reflected [2] 63/13 122/8 reflecting [8] 131/12 143/16 144/8 145/8 145/16 146/2 147/14</p>	<p>150/23 regard [15] 25/1 36/3 37/2 46/4 55/20 85/2 86/17 87/19 112/9 114/2 114/14 121/1 124/22 130/1 146/16 regarding [26] 17/14 34/18 34/21 57/7 59/25 60/1 64/6 68/21 73/21 75/8 77/13 82/22 102/25 106/5 106/9 106/10 121/3 123/13 126/8 131/5 141/3 145/11 146/25 147/1 149/3 151/18 regardless [3] 29/11 40/5 52/4 regional [11] 25/11 31/14 49/6 76/4 76/25 82/17 82/25 93/11 106/11 110/15 126/10 regular [1] 24/6 regulated [1] 86/20 relate [7] 53/10 84/19 111/20 129/3 131/4 143/6 144/14 related [28] 17/12 25/7 30/17 36/25 40/6 44/14 53/24 58/21 68/4 74/6 80/15 91/14 109/8 111/25 113/1 113/6 113/9 113/23 120/19 132/11 139/22 139/23 144/7 146/21 147/2 147/10 147/18 148/3 relates [12] 17/17 38/4 42/15 44/19 48/9 50/2 53/22 60/17 111/5 112/1 120/8 123/25 relating [10] 19/7 45/16 88/15 126/10 131/8 143/16 144/19 145/18 147/16 150/25 relationship [5] 33/5 76/9 146/3 146/17 147/21 relationships [2]</p>	<p>27/3 86/16 relatively [1] 9/6 released [2] 21/21 32/11 releasing [1] 106/16 relevance [5] 75/13 76/11 87/13 89/23 100/16 relevant [42] 9/3 76/7 82/1 82/19 90/14 90/16 92/5 94/19 94/24 100/15 105/20 106/7 107/5 108/13 108/14 111/19 112/8 113/22 116/24 116/25 116/25 121/20 123/5 124/18 124/19 124/20 128/7 129/5 129/9 129/19 130/13 131/3 131/6 131/13 132/23 136/3 136/7 146/5 146/15 148/3 148/4 148/20 relied [7] 22/22 37/9 128/23 135/8 142/21 143/1 151/14 relief [5] 9/4 15/12 20/11 122/24 123/25 rely [6] 58/15 99/22 130/14 131/2 155/15 156/9 remain [1] 47/10 remainder [1] 148/16 remaining [1] 28/7 remains [2] 55/12 101/24 remedy [1] 28/15 remember [23] 5/14 19/11 22/5 28/14 28/16 29/21 36/5 39/14 40/12 43/4 57/7 62/13 82/6 87/1 110/13 111/16 114/16 116/9 120/3 120/6 120/14 131/15 139/7 remind [8] 13/25 14/7 40/11 64/24 139/11 152/21 152/23 156/6</p>	<p>reminded [1] 62/23 remove [1] 26/13 repay [1] 55/8 repeat [1] 90/6 repeatedly [1] 139/14 repercussions [2] 86/25 87/5 repetitive [3] 116/13 116/14 141/20 report [14] 23/8 31/23 40/18 40/19 59/2 59/19 61/1 61/4 61/13 61/21 68/15 68/16 69/24 71/3 reported [2] 1/24 133/6 REPORTER [1] 157/4 REPORTER'S [2] 1/15 156/23 reporting [4] 130/4 131/14 134/11 150/3 reports [3] 68/14 69/21 148/14 represent [1] 67/24 representation [1] 120/14 representations [6] 83/2 93/21 108/11 108/15 111/6 117/3 represented [3] 80/8 80/12 80/13 reputable [1] 42/20 request [42] 7/12 29/6 42/24 78/24 81/22 82/10 83/22 88/12 93/5 107/18 107/21 109/8 111/18 112/9 115/16 116/1 116/6 117/4 117/9 118/12 118/20 123/23 124/8 124/25 128/20 128/22 133/9 133/13 133/22 135/7 138/16 142/2 142/8 142/20 143/4 145/5 145/7 150/15 151/13 154/7 154/9</p>	<p>155/22 requested [5] 36/11 120/6 120/7 126/15 148/16 requesting [1] 151/3 requests [20] 87/24 111/20 111/25 117/15 120/16 120/19 128/1 128/1 128/2 128/5 128/12 129/24 130/11 141/5 142/9 149/2 151/22 153/8 156/7 156/8 require [1] 128/10 required [6] 130/18 131/17 133/25 134/1 134/2 135/15 requirements [4] 60/17 70/5 130/5 150/5 rescinded [1] 27/14 rescission [3] 28/13 28/15 42/11 research [3] 65/17 66/9 146/12 resolution [2] 20/15 108/6 resolve [2] 20/6 84/25 resolved [3] 9/6 41/13 127/12 resorts [1] 62/8 resource [1] 21/2 resources [2] 31/14 31/15 respect [2] 58/25 94/11 respective [2] 57/13 149/18 respects [1] 109/19 respond [2] 7/20 117/24 responded [1] 138/17 response [8] 72/12 116/19 117/16 118/3 119/5 134/24 135/13 139/23 responses [6] 124/25 133/22 138/21 139/11 139/14 139/15</p>
--	--	--	---	--

Peggy Isom, CCR 541, RMR (23) receivership - responses
(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>R responsibility [2] 23/13 23/14 responsible [2] 76/10 132/17 rest [5] 27/15 27/16 71/14 111/20 147/9 restricted [1] 97/5 result [1] 113/9 retained [1] 68/2 return [1] 33/2 returns [3] 79/21 143/19 144/10 retype [1] 153/11 reveal [1] 112/4 reversed [1] 70/10 review [1] 144/13 reviewed [8] 23/21 132/5 144/16 144/21 144/25 145/1 145/4 147/8 reviewing [1] 150/20 revisit [3] 58/11 58/12 71/4 rid [1] 21/3 ridiculous [1] 23/10 right [192] rights [2] 33/20 98/10 ripe [1] 28/18 RMR [2] 1/24 157/17 road [1] 73/2 Robert [6] 4/15 20/20 75/25 76/22 80/20 82/12 role [1] 25/19 rolling [2] 22/11 151/23 Romspen [1] 4/22 room [1] 102/13 roughly [1] 130/11 rule [22] 17/10 17/11 18/1 18/2 18/2 44/21 44/22 52/24 58/20 58/23 60/11 61/8 61/11 62/14 62/15 63/13 65/16 66/23 67/16 81/10 87/19 123/9 Rule 16 [4] 17/11 18/2 58/20 58/23 Rule 26 [1] 87/19 Rule 65 [5] 18/1 61/11 62/15 63/13</p>	<p>65/16 ruled [1] 67/13 rules [2] 31/18 144/11 ruling [6] 15/11 16/9 16/24 67/4 67/6 98/22 rulings [1] 44/20 run [4] 6/17 78/2 104/2 154/25 rush [10] 29/25 35/1 35/10 57/7 57/22 70/9 142/10 149/20 150/13 152/19 rushed [1] 142/2 rushing [2] 70/10 140/16</p> <p>S safe [1] 14/19 safer [1] 139/4 said [51] 6/25 23/22 25/17 30/19 31/24 39/11 39/14 39/18 39/18 39/23 43/9 46/3 46/17 49/4 51/17 54/25 55/22 56/13 56/24 57/12 57/24 63/2 63/3 77/24 96/16 98/20 109/6 111/13 115/8 116/5 117/21 125/21 126/25 133/25 134/23 134/25 135/14 135/15 136/6 136/12 136/19 138/10 138/11 139/1 139/6 139/8 139/25 141/9 141/15 141/19 157/7 sales [1] 30/17 same [26] 10/15 35/15 39/6 41/6 43/21 49/11 65/10 75/18 75/20 76/15 77/8 77/9 77/19 79/13 83/5 85/15 112/24 113/15 115/25 115/25 117/6 117/7 119/8 146/19 146/20 151/18 SAN [11] 2/17 75/8 76/2 80/10 81/10 81/24 83/4 89/4 91/14 93/23 96/3</p>	<p>sanction [1] 9/13 sanctions [1] 119/13 sat [3] 42/22 96/15 122/7 satisfied [1] 60/12 satisfy [1] 119/16 saved [1] 13/7 saves [2] 13/6 103/21 say [33] 5/15 11/23 14/1 15/21 23/13 28/19 32/21 36/21 37/8 37/19 39/4 39/13 39/17 45/13 46/12 48/2 53/16 55/20 57/25 59/7 79/19 91/23 94/12 94/13 95/6 98/15 98/19 114/18 117/7 117/24 138/23 142/19 144/24 saying [35] 6/13 7/10 20/22 26/12 27/19 27/20 32/7 39/3 40/20 45/14 45/23 46/11 53/2 53/5 53/14 55/6 58/10 62/5 62/12 66/1 70/11 85/22 86/22 110/22 110/22 117/8 117/18 121/8 123/19 123/21 135/2 137/10 138/18 142/5 155/20 says [17] 25/8 29/5 44/13 45/16 47/4 50/19 54/25 56/9 78/16 88/12 97/3 98/16 120/24 134/14 138/24 144/6 144/13 scenario [7] 43/10 55/13 55/21 114/4 122/11 122/20 138/3 schedule [2] 10/14 73/22 schedules [1] 132/1 scheme [1] 39/12 Schlatter [1] 114/25 scintilla [1] 11/24 scope [2] 98/7</p>	<p>147/3 sealed [5] 99/24 100/12 101/17 101/21 101/24 Sean [3] 125/16 126/2 126/5 second [7] 28/9 28/15 76/15 76/16 105/6 115/8 152/2 secret [3] 83/12 83/13 92/25 secured [1] 20/5 security [1] 130/25 see [26] 6/22 13/1 14/1 35/19 53/14 54/13 54/14 55/13 57/4 59/25 65/18 65/18 66/20 93/16 97/9 99/3 99/20 113/11 114/3 123/5 124/2 132/8 133/11 141/22 145/6 151/12 seeing [1] 55/3 seek [3] 92/2 123/20 126/21 seem [5] 18/4 43/1 60/5 61/15 125/11 seems [4] 13/2 61/16 62/16 143/8 seen [4] 55/12 77/20 84/9 95/16 sees [3] 54/24 98/16 103/8 selection [1] 15/1 sell [1] 21/1 seminal [1] 51/4 send [8] 7/10 101/13 120/16 153/16 153/18 153/19 153/22 153/24 sending [1] 156/8 sends [1] 95/17 senior [15] 4/22 128/9 128/9 128/11 130/18 130/19 130/20 134/1 134/1 134/2 136/6 136/6 136/7 136/8 136/10 sense [5] 20/16 94/2 119/24 120/6 154/16 sensitive [1] 126/16 sent [11] 5/12 7/8 7/10 19/23 24/18 74/6 78/19 88/17</p>	<p>118/12 129/24 155/3 separate [8] 18/23 25/8 30/17 33/4 33/5 40/3 91/1 114/21 separately [2] 35/15 48/18 serial [1] 12/15 series [1] 34/20 serious [1] 116/10 seriously [1] 86/22 serve [2] 129/10 155/4 served [5] 85/9 85/11 91/22 155/4 155/8 service [2] 132/14 133/6 services [1] 148/14 servicing [1] 132/19 set [35] 5/4 5/14 6/2 6/4 6/21 6/22 6/22 9/9 11/1 13/15 13/17 14/7 14/7 20/4 21/3 23/20 31/14 31/15 48/16 52/22 55/23 64/8 64/21 71/5 71/10 72/20 73/14 73/16 73/24 74/5 74/5 100/24 102/11 119/12 155/6 sets [2] 9/20 89/3 setting [4] 17/14 51/13 72/20 73/7 seven [2] 51/8 128/1 several [2] 25/16 110/12 sham [11] 130/2 130/16 130/20 130/22 132/20 136/8 136/14 136/16 136/19 147/22 148/19 share [1] 79/11 shareholder [1] 62/7 shareholders [1] 122/10 short [5] 18/21 38/3 38/9 41/21 71/23 shortened [1] 124/24</p>
---	---	---	---	---

Peggy Isom, CCR 541, RMR (24) responsibility - shortened
 (702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>S shortening [7] 4/20 5/1 5/13 6/10 6/14 6/20 7/9 SHORTHAND [1] 157/4 shortly [2] 111/11 148/15 should [42] 4/25 6/8 6/14 8/20 8/22 10/1 14/25 20/18 22/18 29/10 30/20 30/21 30/22 36/18 37/25 41/17 49/14 50/12 50/18 56/3 59/2 59/22 69/13 69/15 70/12 72/17 72/19 73/7 73/14 74/9 79/24 87/18 88/20 94/3 94/24 96/9 97/23 99/24 100/2 120/1 122/25 142/3 shouldn't [4] 22/20 41/17 70/2 97/20 show [12] 26/18 50/23 67/14 92/21 94/6 94/8 96/4 96/4 109/25 130/22 132/18 143/23 showing [6] 75/23 76/19 77/7 86/5 89/23 121/2 shows [2] 32/21 44/1 shrift [1] 38/9 shut [1] 39/23 side [5] 22/12 25/15 65/13 120/2 140/8 sides [2] 17/8 22/1 SIGHT [77] 1/9 15/16 19/18 19/18 19/23 20/14 20/21 21/7 21/16 21/22 21/22 22/15 22/24 23/25 25/21 26/1 31/12 31/23 31/24 32/11 32/15 32/17 32/20 32/22 33/1 33/1 33/7 46/8 46/10 46/15 46/19 47/11 47/13 69/7 75/1 75/7 77/13 77/15 77/20 78/1 82/22 82/24 84/16 90/10 90/16 91/5</p>	<p>93/11 93/18 98/12 105/24 106/17 106/19 106/20 106/23 121/18 129/12 129/14 129/15 130/9 130/18 130/23 131/5 131/8 131/15 132/5 133/25 134/10 134/16 143/6 144/15 144/23 145/17 146/9 147/1 147/15 148/12 150/24 Sight's [8] 22/22 23/16 132/12 143/17 144/8 144/15 144/20 146/14 sign [2] 6/21 115/6 Signature [8] 105/5 107/20 107/21 111/3 111/18 120/9 123/2 123/16 signed [3] 25/18 39/20 103/23 significant [9] 40/23 41/2 67/25 68/20 80/9 80/15 91/21 93/2 108/9 similar [4] 85/14 105/11 106/18 112/10 similarly [1] 36/23 simple [6] 19/15 96/7 103/18 154/4 154/14 154/21 simplify [1] 55/20 since [3] 6/25 81/19 96/17 single [5] 19/18 69/3 94/9 131/24 139/12 sir [16] 16/11 16/22 23/18 30/25 53/17 57/3 75/3 85/19 103/5 107/16 123/25 126/1 138/14 145/25 153/4 154/23 sit [5] 11/23 35/3 53/16 69/2 154/23 sitting [1] 94/11 situation [3] 21/23 23/11 33/17 six [3] 51/8 116/10 118/10</p>	<p>six-ish [1] 118/10 slightly [4] 55/21 114/19 114/20 115/3 smoking [1] 26/8 so [235] social [1] 89/18 soft [1] 16/5 solely [1] 19/3 solicitations [1] 89/16 soliciting [1] 90/20 some [63] 7/7 12/5 12/9 17/20 17/21 22/15 23/23 25/16 28/12 32/9 32/10 33/6 38/18 40/16 42/8 43/14 48/1 49/2 49/9 50/6 50/16 52/19 54/19 55/24 58/10 59/12 61/19 62/7 62/22 62/23 64/14 65/17 68/2 70/3 72/6 74/6 75/13 76/11 78/1 79/5 79/21 84/11 85/13 95/11 101/11 108/3 108/5 109/24 110/24 112/20 119/16 119/20 128/3 128/3 128/8 129/16 134/10 142/8 147/13 149/10 149/11 149/22 151/22 somebody [1] 107/10 somehow [4] 47/12 49/24 84/20 140/13 someone [3] 48/5 94/14 136/22 something [25] 6/2 16/2 28/13 42/18 44/21 65/5 70/12 72/12 98/14 100/2 100/14 101/13 108/5 112/5 117/9 122/23 124/4 125/8 132/2 132/5 132/8 134/11 136/9 141/15 155/19 Sometime [1] 10/23 sometimes [2] 10/16 14/17 someway [1] 31/23</p>	<p>somewhat [2] 52/11 54/12 son [1] 113/10 soon [3] 71/11 111/17 150/10 sooner [5] 5/19 10/25 11/3 11/5 67/7 sorry [11] 13/20 38/19 49/10 79/12 83/16 85/9 108/8 128/14 128/21 142/22 149/5 sort [4] 38/18 52/20 110/24 149/22 sought [2] 77/14 82/23 sound [1] 104/5 source [5] 86/14 99/23 139/3 139/4 139/6 SOUTH [1] 3/7 space [1] 139/12 special [2] 116/4 116/5 specific [18] 31/14 48/9 63/11 67/25 70/18 89/3 112/23 120/12 121/15 122/24 123/8 123/22 123/24 126/5 130/12 130/12 142/24 153/7 specifically [14] 43/5 51/9 52/20 63/4 68/4 76/8 89/7 111/5 115/15 117/10 120/5 122/24 133/14 135/11 speed [2] 117/21 153/10 spend [3] 31/22 121/8 121/9 spending [1] 32/18 spent [12] 12/7 32/15 32/16 34/12 46/6 46/7 46/11 46/17 47/10 62/5 124/14 131/11 sponte [1] 6/5 squash [2] 9/12 99/8 squeeze [1] 97/13 stack [1] 111/13 stamped [1] 7/10</p>	<p>stand [10] 22/8 24/9 24/9 28/13 60/14 66/22 69/15 75/9 83/20 136/17 standard [1] 70/6 standing [3] 41/11 81/16 113/4 stands [2] 51/25 53/21 Stanwood [3] 76/23 82/15 106/10 starred [1] 155/3 start [11] 6/5 9/23 17/6 17/24 55/24 59/12 74/7 79/9 114/8 122/6 122/21 started [2] 4/17 63/6 starters [1] 80/13 starting [2] 8/18 14/11 starts [1] 41/11 state [5] 8/11 62/10 153/11 157/2 157/14 stated [2] 31/7 140/19 statement [4] 23/25 45/23 57/7 79/13 statements [13] 21/11 56/21 105/23 107/12 107/22 121/3 121/17 121/18 131/16 142/20 143/18 144/10 145/1 States [2] 51/7 51/16 status [11] 13/25 14/13 17/14 60/1 64/6 72/20 73/21 83/23 102/12 143/17 144/8 stay [1] 155/9 stays [2] 101/17 101/18 stem [1] 42/14 STENOTYPE [2] 157/5 157/8 step [3] 65/13 140/8 152/1 still [22] 11/4 24/20 25/14 33/8 33/21 35/12 35/13 40/13 46/4 47/9 57/16 57/17 57/18 64/13 64/24 69/4</p>
---	---	--	---	---

Peggy Isom, CCR 541, RMR

(25) shortening - still

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>S still... [6] 70/14 73/2 97/14 102/10 129/12 138/19 stip [2] 151/22 151/24 stipulate [1] 121/20 stipulation [1] 121/21 stopped [2] 25/24 32/22 straight [2] 7/24 115/13 strictly [1] 90/11 strip [1] 62/8 strong [1] 92/24 structures [1] 22/10 struggles [1] 99/12 study [2] 126/9 126/12 stuff [13] 6/5 10/11 40/23 64/15 65/7 65/7 66/22 69/4 84/25 112/8 113/19 115/14 123/2 sua [1] 6/5 subdivisions [1] 62/10 subject [6] 77/10 88/3 109/1 127/3 141/11 147/4 submit [1] 137/22 submitted [3] 68/11 68/14 154/18 subpoena [12] 17/22 85/12 88/23 101/13 103/5 104/5 104/9 104/11 109/9 120/11 135/5 138/18 subpoenaed [3] 78/23 116/23 128/20 subpoenaing [5] 108/21 112/17 114/8 121/8 122/6 subpoenas [19] 17/9 17/22 40/13 74/6 75/1 75/16 75/19 85/4 85/16 105/11 105/15 113/8 123/14 123/21 127/15 127/18 127/20</p>	<p>127/21 140/22 SUBSCRIBED [1] 157/13 substance [1] 95/3 substantive [1] 51/18 such [5] 19/10 21/19 22/17 37/5 99/21 sudden [2] 36/20 86/3 suffers [1] 76/15 sufficiently [1] 92/1 suggest [1] 79/4 suggestion [2] 101/12 153/5 SUITE [3] 2/6 2/16 3/8 sum [1] 138/4 summary [1] 67/1 sun [1] 76/12 SUPERVISION [1] 157/9 supplement [3] 118/9 118/18 156/17 supplemental [12] 17/11 18/2 19/21 58/20 59/19 60/10 61/1 61/2 61/13 72/11 72/12 139/15 supplied [1] 33/16 support [7] 67/11 105/25 117/11 117/13 137/2 137/12 144/2 supports [2] 15/18 23/16 supposed [3] 84/12 84/13 118/24 supposedly [1] 80/23 Supreme [5] 51/8 51/17 51/21 63/4 115/8 sure [35] 5/9 5/25 10/21 11/7 13/13 14/24 15/7 23/21 28/6 32/1 34/10 34/16 34/22 35/3 49/19 55/25 58/7 58/8 63/23 69/3 73/13 85/7 96/6 96/8 103/7 123/18 132/22 140/15 141/14 142/1 149/13 150/12</p>	<p>150/16 153/17 154/22 surviving [1] 35/24 suspect [2] 82/2 82/3 suspicion [1] 137/5</p> <hr/> <p>T tabulating [1] 69/7 tailored [15] 76/8 80/17 81/12 81/22 85/5 85/22 85/25 87/24 88/1 88/12 92/1 92/2 93/1 122/24 132/23 take [24] 11/14 17/23 25/20 39/8 39/10 39/11 41/25 56/14 56/18 56/18 64/13 69/23 74/9 74/11 74/15 78/18 85/16 87/12 97/17 99/25 100/23 101/7 111/14 147/24 takes [2] 14/17 76/12 taking [7] 10/19 55/7 55/10 62/13 94/17 124/13 136/25 talk [10] 10/21 24/24 40/22 59/14 64/8 73/13 79/10 97/10 137/10 152/1 talked [15] 24/19 27/6 40/13 85/3 104/19 108/7 111/10 116/14 134/5 136/18 136/24 137/6 137/7 138/12 142/14 talking [9] 66/20 91/25 92/1 94/18 95/17 111/2 137/19 139/22 140/22 talks [1] 84/15 targeted [1] 121/15 tax [4] 79/21 115/7 143/19 144/10 team [1] 31/15 tecum [1] 135/6 telephonic [1] 14/13 telephonically [1] 14/1</p>	<p>tell [7] 32/17 48/5 65/16 83/20 113/18 138/8 154/4 telling [4] 41/11 94/6 112/15 150/20 ten [3] 7/21 7/23 7/24 tend [2] 143/24 144/1 tens [3] 25/25 93/22 113/17 terms [3] 48/15 52/21 56/15 test [2] 142/15 142/16 testified [7] 81/1 96/15 108/16 111/10 111/12 134/4 136/17 testify [2] 26/7 70/4 testimony [12] 22/8 25/16 39/15 62/20 62/22 69/25 71/23 72/21 73/8 75/9 85/12 137/14 testing [1] 137/13 than [27] 5/19 10/25 11/3 12/9 46/13 46/13 59/16 62/6 62/17 74/14 78/4 82/8 89/23 90/17 106/12 106/25 107/8 107/14 117/24 119/10 123/1 145/17 147/16 148/21 152/10 152/13 153/2 Thank [15] 15/8 17/1 18/10 23/18 31/1 60/23 73/19 79/8 85/20 107/16 129/21 133/8 133/20 156/3 156/5 Thanksgiving [1] 94/1 that [771] that's [161] their [31] 22/18 23/12 30/15 32/25 46/6 69/24 78/7 87/1 87/3 87/3 87/4 90/12 94/17 107/4 107/5 107/11 107/12 126/12 130/24 131/15 131/16 131/17</p>	<p>132/13 136/13 136/15 137/12 139/13 142/15 144/19 144/24 146/17 theirs [1] 74/7 them [70] 7/22 20/4 31/21 36/20 40/4 47/8 54/14 65/2 69/2 69/24 71/23 74/24 78/2 78/3 78/18 79/6 80/12 80/13 81/21 85/9 85/12 87/21 92/13 93/25 94/16 97/10 97/20 97/23 98/14 98/14 98/18 98/22 99/6 99/24 99/25 100/12 100/12 100/19 101/16 102/8 102/12 102/13 105/3 106/19 108/25 109/1 109/4 112/1 112/17 112/21 115/16 116/1 118/25 119/7 121/2 126/20 127/5 128/10 129/1 129/13 132/13 139/1 139/2 139/3 139/15 140/2 152/25 153/24 154/16 156/10 theme [1] 148/11 themes [1] 148/19 themselves [2] 98/10 144/21 then [84] 5/12 8/8 9/22 13/13 15/10 17/25 18/1 25/23 28/2 28/3 31/22 31/23 32/11 33/1 36/19 42/25 44/3 44/5 44/14 46/3 46/5 46/14 47/4 48/18 49/1 49/25 52/23 52/25 53/8 53/10 54/23 56/14 56/18 58/21 59/13 60/11 65/1 65/20 65/25 66/4 66/25 69/15 71/4 71/5 72/13 73/5 74/5 77/11 79/20 79/23 81/20 86/20 89/4 90/25 91/24 93/6 95/5 96/12 97/12</p>
---	--	---	---	---

Peggy Isom, CCR 541, RMR

(26) still... - then

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

T	137/22 138/4 138/16 138/20 139/8 140/9 140/17 141/15 145/24 146/11 147/2 147/13 147/21 148/13 148/22 149/2 149/11 149/15 149/16 150/6 153/8 153/17 153/17 153/24 155/13 155/19 there's [75] 4/17 7/1 11/8 11/20 17/16 19/10 21/24 22/21 23/7 23/15 25/3 27/20 27/25 28/2 29/5 31/19 31/20 33/25 34/15 34/15 34/25 43/7 46/4 46/9 48/12 50/13 52/6 54/2 56/21 61/25 61/25 62/19 63/7 67/23 68/6 74/4 74/5 75/9 79/15 84/15 85/8 86/8 86/10 86/25 89/22 91/8 92/22 95/5 97/2 101/5 102/16 103/23 109/4 110/11 111/24 112/16 113/17 114/5 122/17 122/18 123/3 123/4 123/16 128/3 128/4 132/10 142/7 142/11 142/16 149/10 150/14 150/18 150/22 153/23 155/19 thereabouts [1] 10/21 thereafter [2] 108/16 157/7 therefore [1] 47/2 these [72] 11/8 21/9 22/12 28/5 40/2 45/2 45/3 45/10 58/13 74/24 78/6 78/18 79/3 79/6 80/2 80/16 81/16 82/6 82/7 82/11 85/2 85/16 85/22 87/10 87/15 87/19 89/11 89/20 91/1 93/17 94/1 94/12 97/10 97/14	98/7 98/13 98/17 105/15 105/16 106/8 111/15 111/25 113/8 113/25 114/20 122/8 124/14 128/2 128/5 128/12 129/8 129/12 129/16 129/22 130/11 131/24 132/16 132/25 133/2 133/9 133/16 143/11 145/21 145/21 146/8 146/9 146/17 146/22 146/23 146/23 155/3 156/9 they [194] they're [55] 25/6 25/6 25/8 26/14 28/18 33/14 33/15 34/17 40/20 48/18 48/18 50/11 53/9 53/10 53/24 62/11 71/20 73/5 85/4 85/14 85/22 87/1 88/2 88/19 90/22 93/24 96/19 99/7 99/10 102/8 108/25 109/7 113/22 116/1 117/6 117/8 118/14 120/11 124/13 125/21 128/7 128/9 129/18 134/1 134/2 134/18 137/13 137/13 138/7 141/20 143/9 146/18 146/20 146/21 155/6 they've [3] 29/10 83/13 109/8 thing [26] 7/20 39/18 41/10 46/8 55/6 60/9 69/3 77/9 80/16 82/8 82/10 84/6 85/6 87/13 87/23 93/15 94/9 108/9 112/25 117/7 131/1 134/13 137/9 151/18 151/23 155/10 things [44] 5/24 6/11 6/17 7/7 17/18 20/7 22/11 23/23 24/23 25/17 27/9 28/5 31/14 34/4 34/11 35/4 36/3 36/10 39/22 40/2 41/3 42/20 55/25	64/20 69/7 77/3 78/18 79/22 80/9 82/6 94/2 94/12 95/18 112/10 117/19 117/22 117/24 122/13 123/13 124/14 133/24 137/11 143/24 145/3 think [149] 5/24 6/4 6/4 6/9 6/10 6/23 8/11 9/2 9/13 11/16 11/16 12/8 12/13 13/7 15/14 20/18 23/10 28/9 28/18 33/9 37/3 37/5 37/25 38/7 38/12 38/13 39/2 39/7 40/3 41/9 42/10 42/13 43/15 45/15 47/17 47/25 48/4 48/23 49/22 50/17 50/19 50/21 51/6 51/16 51/19 52/6 52/14 53/3 53/16 53/24 54/1 54/7 55/7 55/7 55/11 55/19 55/20 56/14 56/16 56/20 56/23 57/20 57/20 58/9 58/19 59/1 60/3 60/13 63/5 63/6 63/21 64/2 66/15 66/15 66/25 67/1 67/3 67/9 67/14 67/15 67/24 69/14 70/13 70/25 72/19 73/3 78/15 84/7 85/15 85/15 86/21 87/15 88/16 89/25 91/2 91/2 92/6 93/17 93/20 95/16 95/25 100/14 102/4 102/9 105/11 110/21 114/1 114/19 114/24 117/17 117/18 117/22 118/24 119/9 120/10 120/24 122/3 122/7 122/20 122/20 122/23 123/3 123/8 124/18 124/21 128/6 128/18 129/13 132/24 134/25 135/5 136/19 136/23 138/6 140/6 142/2	142/13 144/2 147/9 148/10 149/8 149/19 150/15 150/17 151/1 151/13 152/17 153/1 155/8 thinking [1] 99/20 third [13] 17/9 33/15 33/18 77/4 77/7 86/3 86/4 98/10 116/24 127/18 140/23 145/13 145/13 third-party [1] 98/10 this [273] those [56] 9/11 17/22 23/21 26/18 27/9 28/1 28/4 29/9 35/4 39/25 40/6 40/8 41/3 42/12 42/24 43/1 46/22 48/21 51/23 52/3 52/25 53/1 54/12 54/12 55/24 60/4 60/13 61/15 61/23 63/25 64/25 69/13 69/20 73/16 77/8 80/14 85/4 85/13 93/6 97/20 105/19 105/19 106/17 111/22 112/7 112/16 116/12 116/18 119/10 141/4 143/24 144/1 144/17 145/7 145/13 148/9 though [7] 36/11 38/7 53/4 56/8 83/3 100/22 102/7 thought [7] 32/1 34/4 45/4 48/3 63/2 117/15 147/11 thoughts [7] 45/3 45/10 48/21 51/23 52/9 63/25 113/25 thousand [2] 117/1 118/10 thousands [4] 25/25 113/17 134/17 134/17 three [18] 74/25 75/19 79/6 82/11 85/2 104/1 105/3 127/20 127/21 129/22 129/25 131/5 138/25 146/17 146/18
----------	---	---	--	---

Peggy Isom, CCR 541, RMR

(27) then... - three

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>T three... [3] 146/19 146/20 146/25 threw [2] 94/15 94/16 through [35] 21/13 25/21 27/5 27/18 28/5 30/12 34/18 39/13 39/13 40/6 42/22 45/21 47/23 57/24 66/16 74/23 76/4 77/15 80/20 82/24 86/13 86/21 112/25 128/13 128/13 129/7 129/18 135/21 140/15 143/12 150/16 151/9 152/25 153/23 156/10 throughout [2] 148/11 148/19 throw [2] 41/19 52/10 throwing [1] 119/10 thrown [1] 57/1 thus [3] 69/14 87/2 106/4 tie [2] 46/8 138/24 ties [1] 15/17 time [96] 4/20 5/1 5/13 6/10 6/14 6/21 7/9 7/20 8/3 8/4 10/20 12/7 13/6 13/7 14/13 14/18 15/1 20/3 20/13 20/17 21/7 21/14 21/24 22/4 22/7 23/4 24/4 24/4 25/22 29/21 31/2 31/20 31/24 32/5 32/23 34/12 35/15 39/6 39/8 41/6 43/4 43/21 47/6 48/1 49/14 51/15 61/16 62/5 65/3 65/6 65/11 66/3 66/5 66/12 66/16 67/15 68/25 72/4 73/1 73/16 79/3 81/25 82/1 82/5 82/19 83/5 83/22 87/22 91/9 93/1 96/24 96/25 100/3 100/25 108/1 108/10 108/17 111/7 111/10 115/15</p>	<p>118/7 118/8 118/16 118/17 124/25 134/5 134/8 136/18 139/9 139/20 141/24 142/1 147/3 147/24 155/25 157/7 timely [1] 87/20 times [3] 52/12 69/22 117/14 timing [2] 7/21 87/19 TIMOTHY [1] 1/18 today [27] 6/8 13/8 13/25 15/11 15/21 16/24 17/7 19/21 23/25 24/2 24/20 28/14 34/2 40/6 59/11 60/12 64/5 93/8 116/2 117/8 118/25 122/1 124/4 125/13 144/24 152/12 155/25 together [16] 12/8 15/17 25/24 30/21 43/2 53/1 53/7 60/4 60/5 61/15 65/7 80/10 100/13 102/1 136/14 146/18 told [3] 63/4 125/21 139/14 tomorrow [1] 34/12 too [18] 12/2 12/4 15/10 26/17 28/12 29/13 53/25 62/22 75/17 77/5 84/12 99/7 114/18 119/2 124/23 129/16 146/15 151/2 took [5] 39/19 39/22 118/20 136/17 157/5 top [16] 23/13 42/10 127/22 128/15 128/19 128/21 128/22 135/6 145/9 145/17 146/3 147/15 149/6 150/15 150/18 150/24 topic [1] 89/19 topics [1] 85/13 tort [2] 115/4 150/18 toughest [1] 112/20</p>	<p>track [1] 111/22 trade [2] 83/12 83/13 traditional [2] 20/8 114/23 transactional [2] 119/21 119/25 TRANSCRIBED [1] 157/8 transcript [3] 1/15 103/16 157/10 transferring [1] 113/1 transfers [1] 112/13 trial [49] 8/18 9/20 9/23 10/10 12/10 14/9 27/10 28/25 29/6 29/7 29/11 29/23 34/1 34/5 34/7 34/7 35/2 35/5 37/6 37/17 38/3 41/13 42/22 45/6 48/10 50/2 50/3 50/14 51/3 51/12 52/2 52/5 52/13 53/22 58/12 59/7 60/14 62/20 63/17 64/9 64/15 65/21 66/6 66/13 72/24 72/25 119/8 124/20 152/22 trials [2] 27/8 46/22 tried [12] 30/20 30/21 36/11 38/1 39/6 41/6 41/7 43/18 48/18 53/1 53/10 58/13 tries [1] 41/9 trouble [1] 57/21 true [6] 96/21 96/22 107/6 119/6 140/5 157/10 truly [4] 12/6 35/2 96/3 124/11 trust [4] 4/21 13/23 94/14 139/3 truth [1] 94/6 try [18] 10/20 27/16 36/12 39/9 41/4 41/17 41/25 43/10 43/22 53/5 56/20 59/15 96/1 97/4 117/2 129/14 139/5 152/13 trying [13] 11/12 12/5 42/10 46/8</p>	<p>77/20 78/2 84/24 87/1 111/22 131/19 135/3 141/6 146/21 Tuesday [3] 8/6 8/8 8/9 turn [1] 152/14 turnaround [1] 153/2 turns [2] 27/14 39/16 tweaked [1] 144/5 twice [1] 66/24 two [39] 5/6 5/6 5/10 9/9 11/13 14/25 18/23 20/9 21/9 21/24 24/18 25/4 25/5 27/8 34/15 36/2 36/10 39/13 40/24 46/9 46/21 46/21 46/22 66/8 71/10 71/11 74/2 74/2 86/8 93/2 96/17 117/7 123/12 130/3 144/17 144/19 148/19 149/22 150/8 type [13] 10/11 20/7 70/7 76/20 89/15 122/11 122/11 130/25 131/1 141/11 146/12 147/22 153/9 types [4] 35/4 46/9 46/21 55/24 TYPEWRITING [1] 157/8 typical [3] 20/7 51/17 114/2 typically [7] 6/17 38/17 51/19 59/18 122/11 137/25 138/3 typo [1] 128/3 typos [3] 149/10 153/18 154/17</p>	<p>unclean [1] 33/17 unconscionability [1] 51/18 uncontrollably [1] 76/14 under [15] 51/12 52/3 52/21 62/15 64/22 70/5 76/12 78/24 84/12 84/18 87/19 132/3 137/16 150/15 157/9 underfunded [1] 109/20 underlying [1] 25/12 undermine [1] 97/12 understand [40] 10/14 10/15 11/10 12/4 12/16 24/12 27/24 29/1 34/1 38/16 39/9 53/1 54/9 55/17 56/20 56/23 57/13 58/7 63/21 64/17 65/10 66/7 69/1 69/25 70/8 108/19 109/12 109/14 116/11 124/3 135/14 138/10 139/17 148/8 149/18 149/25 151/3 151/10 152/17 155/14 understanding [13] 5/1 11/8 13/14 24/3 68/1 68/7 73/23 81/4 101/12 128/16 128/18 135/18 149/2 understands [3] 34/17 52/14 62/4 understood [4] 30/2 58/17 141/14 152/6 unfair [1] 117/18 unique [5] 11/20 11/21 11/21 51/11 51/13 United [2] 51/7 51/16 universe [1] 133/4 unknown [1] 113/18 unless [6] 15/21 29/17 32/3 52/19 79/4 105/20</p>
--	---	--	--	---

Peggy Isom, CCR 541, RMR

(28) three... - unless

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>U unlike [1] 142/19 unmanageable [1] 77/6 unnecessary [1] 124/24 unopposed [1] 13/4 unrelated [2] 25/6 48/18 until [9] 9/19 9/24 13/5 16/9 34/10 35/7 39/24 57/15 102/1 up [47] 4/24 6/25 9/21 14/17 16/6 16/7 20/4 20/11 22/15 26/14 30/2 31/14 31/15 32/3 33/6 33/13 33/19 34/6 43/4 43/14 43/17 44/17 52/21 54/18 56/12 56/13 60/14 61/8 64/23 78/8 85/10 93/16 96/23 107/11 111/15 111/16 115/14 117/22 118/21 124/10 130/5 138/24 145/22 148/14 153/10 153/24 154/17 upon [14] 22/22 37/9 45/6 56/24 92/7 115/5 131/2 135/8 138/1 142/21 143/1 151/14 155/15 156/9 us [18] 10/20 14/2 29/24 32/4 37/6 40/18 47/20 65/4 66/3 74/23 102/22 103/13 105/6 109/1 112/15 113/9 116/24 146/10 USCIS [7] 83/14 83/20 83/21 83/24 83/25 86/12 86/21 use [13] 15/6 75/7 78/18 79/25 94/4 97/5 97/6 97/17 117/23 128/10 134/2 136/15 137/4 used [11] 23/3 106/24 107/19 112/12 112/22 115/12 128/23</p>	<p>130/14 135/8 135/19 151/14 using [1] 136/13 utilize [1] 84/2 V vacation [1] 88/19 valid [2] 136/10 142/17 value [3] 78/5 87/12 92/22 various [1] 75/10 vast [2] 93/23 148/15 VEGAS [22] 1/12 3/9 4/1 19/2 19/17 19/22 25/11 25/18 31/8 31/21 32/16 32/18 39/18 76/2 76/25 81/8 82/17 93/9 106/14 107/24 110/13 112/23 vehicle [1] 98/4 vendors [1] 113/18 verify [1] 112/18 versus [4] 30/17 47/20 48/17 154/25 vertical [1] 22/9 very [54] 11/20 11/21 11/25 14/5 18/21 19/15 19/15 21/24 21/25 33/4 33/4 34/14 34/24 35/7 38/2 38/10 40/23 41/21 62/11 77/17 77/21 78/9 78/9 85/14 86/14 86/14 88/12 88/16 88/16 90/6 90/6 90/10 90/10 92/24 97/8 97/16 106/18 107/13 109/16 119/21 120/1 120/11 124/16 125/20 130/11 130/11 131/12 131/13 131/13 132/22 132/22 137/19 144/12 153/11 vet [1] 52/19 vetted [1] 34/9 VIA [1] 2/15 viable [1] 38/23 VICE [1] 2/12 video [1] 132/7 Viet [1] 80/14 visit [1] 70/12 void [2] 27/14 54/7</p>	<p>voidable [1] 54/7 voir [1] 34/15 W Wait [1] 115/8 waiting [2] 40/17 72/11 waive [1] 33/22 waived [5] 19/9 29/11 29/12 38/5 50/15 waiver [12] 29/5 29/11 33/25 42/9 45/7 48/9 50/14 50/21 51/3 51/11 52/6 53/21 waiving [1] 155/20 walk [4] 20/25 128/13 128/13 129/7 walked [4] 27/5 27/18 28/5 30/11 want [68] 5/7 5/7 5/8 5/15 5/25 5/25 6/3 10/3 10/13 10/18 11/7 13/13 14/3 16/11 28/6 34/16 34/21 45/12 52/23 56/10 58/6 59/7 59/11 59/13 61/18 69/12 69/23 73/23 85/6 85/21 90/13 93/18 95/19 100/8 101/1 102/11 103/17 112/12 113/12 113/13 115/15 121/19 122/13 123/2 123/7 123/18 123/22 124/24 140/8 140/15 141/23 145/24 148/23 149/6 149/12 149/21 150/12 150/13 151/4 151/6 151/7 151/9 151/24 152/19 153/20 154/3 154/22 155/19 wanted [9] 4/17 60/10 60/12 63/8 94/3 115/6 120/23 141/18 154/19 wanting [1] 141/14 wants [6] 27/10 54/19 59/15 84/1 96/2 129/7 was [166]</p>	<p>wasn't [7] 7/3 37/23 44/14 46/11 124/19 136/16 138/17 waste [2] 27/4 141/23 water [1] 17/2 way [41] 6/23 7/4 12/14 13/1 13/8 14/3 14/3 20/16 22/23 39/22 40/25 45/21 47/15 48/4 48/23 57/17 66/4 67/2 75/16 76/6 77/5 77/5 84/14 84/20 86/6 86/13 87/15 95/4 102/4 102/21 104/6 106/15 109/4 125/11 129/16 134/4 136/23 139/4 152/13 154/15 154/19 ways [2] 102/16 108/20 we [335] we'd [3] 9/5 12/23 94/22 we'll [41] 8/18 10/8 10/9 10/21 12/25 13/12 13/22 13/23 13/24 13/24 14/7 14/23 15/2 15/2 15/3 15/6 15/6 16/16 18/7 24/24 34/13 72/10 72/25 73/13 74/13 74/13 74/15 84/4 99/8 100/24 101/25 104/22 113/22 119/7 127/2 152/1 152/19 154/1 154/15 154/17 154/20 we're [82] 7/19 8/13 11/12 11/21 14/9 16/4 18/11 20/22 22/6 22/7 26/14 31/25 32/1 32/3 34/6 34/12 37/15 40/13 40/22 41/24 43/17 47/20 49/1 55/19 57/25 58/10 58/12 59/14 60/3 60/4 61/12 64/2 64/8 64/13 66/2 66/20 69/4 70/8 71/9 71/13</p>	<p>80/17 81/14 82/5 83/9 84/2 84/10 84/21 84/24 85/5 91/25 92/1 93/8 94/5 94/17 96/18 98/11 104/1 104/8 104/11 105/4 111/22 112/10 113/15 121/16 121/24 121/25 125/7 125/12 125/13 125/18 126/6 126/14 127/16 131/19 133/5 135/15 138/23 140/21 145/20 150/5 152/21 153/25 we've [26] 12/10 17/10 18/21 19/19 24/24 25/16 33/16 36/11 52/12 64/24 71/22 77/20 79/19 84/22 84/24 85/2 104/19 105/14 105/14 109/1 110/16 110/20 113/19 126/3 127/23 132/11 WEDNESDAY [3] 1/21 4/1 152/12 week [3] 8/16 11/14 150/8 weeks [6] 5/16 65/1 71/10 71/11 72/10 117/7 well [47] 5/21 6/16 7/5 7/11 8/9 9/17 22/19 25/23 26/1 26/15 29/24 30/6 37/10 38/14 39/11 39/21 39/25 46/3 46/18 54/21 55/5 55/5 68/9 72/6 74/2 77/17 80/25 85/9 88/2 88/18 89/25 91/6 95/14 96/11 99/7 101/1 101/8 109/10 109/19 110/2 110/5 112/7 136/21 139/18 140/21 141/25 144/4 Wells [9] 105/12 105/21 106/2 107/7 112/14 112/17 113/16 113/21 123/17</p>
---	--	---	---	---

<p>W went [16] 5/16 21/13 28/3 46/16 80/11 80/20 106/21 106/24 111/23 113/19 115/24 120/23 121/2 121/19 122/14 144/20 were [49] 21/3 21/17 21/18 23/11 31/12 32/2 32/7 32/8 32/10 32/10 32/11 32/24 32/24 37/8 37/20 39/22 42/19 42/20 50/7 72/13 83/1 83/3 87/10 91/22 93/21 95/2 105/10 106/13 106/14 106/15 106/15 108/17 109/20 112/13 117/3 118/14 119/19 119/20 120/19 122/8 131/24 133/9 142/25 143/22 146/11 147/5 149/2 156/20 157/8 weren't [5] 32/8 77/18 80/10 85/11 139/2 west [18] 63/9 75/2 75/5 75/25 76/3 76/4 76/21 80/8 80/20 82/12 85/4 89/2 89/5 89/11 89/13 91/22 102/25 104/2 what [168] what's [16] 33/23 39/9 41/8 42/7 42/12 46/3 51/13 59/16 59/23 69/24 87/6 89/7 89/22 95/22 119/12 138/8 whatever [20] 10/25 27/14 34/8 42/13 42/21 57/16 70/7 98/7 99/23 101/16 109/16 109/20 113/1 113/23 117/14 142/1 144/25 145/1 153/10 155/18 wheel [1] 14/16 when [54] 5/14 5/16 7/8 7/11 7/12</p>	<p>9/19 9/20 13/4 18/17 21/21 26/6 29/7 35/4 35/7 35/9 36/4 36/4 40/15 43/6 46/17 47/8 52/11 55/2 56/23 57/21 57/22 59/14 63/12 64/8 64/9 64/9 72/10 75/3 77/24 81/17 91/22 96/1 100/12 100/22 108/17 108/17 111/10 114/16 117/7 117/10 122/7 128/12 134/5 136/7 137/7 139/25 149/21 153/25 155/21 whenever [1] 21/19 where [50] 12/10 12/13 12/14 14/1 14/16 17/5 17/5 22/4 22/20 23/11 33/18 33/25 34/5 35/19 37/11 46/16 54/1 55/13 55/21 57/4 58/5 59/22 63/24 65/8 66/1 67/4 77/20 84/25 87/4 95/3 99/21 106/21 106/24 111/23 113/13 113/19 114/4 114/9 120/23 121/2 121/8 121/9 121/19 122/12 122/13 129/24 131/19 139/16 145/6 154/7 whereas [2] 19/14 38/9 WHEREOF [1] 157/13 whether [33] 29/3 34/7 42/21 44/5 44/12 52/4 52/5 52/20 55/12 56/2 62/19 68/6 68/10 82/7 84/16 84/16 88/9 99/18 109/2 111/21 112/4 123/4 128/9 130/16 130/22 132/20 136/13 136/13 138/4 138/5 142/16 148/17 148/18 which [42] 7/25 8/2 9/23 10/21</p>	<p>15/22 22/23 22/25 36/4 36/18 38/5 39/18 41/16 45/17 46/15 47/9 47/13 64/22 65/25 76/3 80/10 82/1 89/5 89/13 93/3 93/7 106/12 108/6 110/15 110/15 110/16 119/11 119/24 126/18 127/10 128/3 128/25 130/5 143/23 146/14 148/19 151/13 151/20 whichever [1] 58/20 while [1] 25/13 who [11] 33/13 43/10 78/6 80/23 86/15 88/11 95/12 110/20 137/17 148/12 155/21 who's [4] 28/4 73/15 121/12 150/17 whoever [1] 153/9 whole [13] 7/20 34/18 41/9 46/8 49/14 56/17 63/5 87/6 87/23 97/1 113/17 116/13 116/18 whose [1] 110/14 why [51] 4/24 6/7 8/15 8/23 11/17 13/1 23/7 28/20 34/17 37/5 37/21 40/14 41/16 43/3 43/17 44/2 48/6 52/10 52/13 52/18 53/17 57/12 62/1 63/21 65/10 67/24 81/21 83/11 86/9 86/10 87/7 87/7 87/8 92/4 92/4 93/19 93/20 99/15 108/24 109/11 113/11 115/24 116/24 122/7 124/24 128/19 137/4 141/13 141/18 151/3 153/22 WIGWAM [1] 2/5 will [57] 10/11 22/14 24/16 28/19</p>	<p>34/9 34/22 35/5 36/22 38/2 38/3 38/8 38/8 38/10 40/11 41/14 41/14 41/21 44/3 44/4 47/10 47/17 49/4 53/5 60/25 65/15 65/15 70/4 70/20 71/8 73/15 84/4 97/17 97/17 97/25 98/13 99/4 101/14 101/15 104/3 104/4 108/3 110/5 111/9 112/5 112/19 115/23 116/2 120/14 126/19 126/20 129/7 134/20 149/23 152/13 153/1 154/17 155/7 WILLIAMS [1] 1/18 willing [3] 97/8 113/15 142/9 win [3] 65/2 110/3 110/5 wind [1] 14/17 winding [1] 20/11 winds [1] 44/17 wish [1] 103/13 wishes [1] 88/18 withdraw [2] 33/22 83/17 within [5] 62/10 73/8 73/9 79/12 150/9 without [14] 6/12 52/16 53/19 53/22 58/6 68/22 88/10 99/25 108/21 124/4 126/3 140/14 143/17 144/9 WITNESS [1] 157/13 witnesses [2] 73/15 73/16 won't [8] 9/19 15/23 26/17 30/12 51/3 98/1 125/1 136/23 wondering [2] 99/23 114/23 word [6] 94/17 138/14 138/15 153/7 153/14 153/16 work [21] 9/8 15/20 40/1 47/15</p>	<p>71/8 78/14 84/21 92/13 95/14 102/22 119/7 130/6 131/22 131/22 131/23 133/3 133/4 138/4 140/2 147/7 154/15 worked [2] 88/7 96/3 working [5] 83/3 96/20 125/18 125/22 147/6 works [4] 10/15 48/24 129/13 137/16 world [1] 97/7 worried [1] 70/1 worry [3] 9/24 69/17 69/20 worthless [1] 23/9 would [120] 5/18 6/16 6/24 8/8 9/16 11/4 11/17 14/12 14/19 14/20 15/20 16/3 16/5 21/22 23/12 27/13 29/8 33/18 36/21 37/3 37/25 39/5 39/8 41/23 41/23 41/24 42/12 42/14 42/14 42/22 42/22 43/1 44/23 44/24 45/5 45/17 48/14 48/20 49/22 50/1 50/16 51/6 52/1 52/25 54/2 54/5 54/6 54/6 61/8 66/25 67/6 67/8 67/18 67/24 68/21 69/15 75/13 76/6 76/7 76/11 78/8 78/25 83/24 86/13 87/11 87/12 87/22 87/25 88/16 88/18 89/14 90/6 90/7 90/9 90/10 90/16 91/2 91/2 91/22 92/21 93/2 93/4 93/4 94/3 95/4 96/1 98/25 100/7 103/1 103/9 103/18 104/7 106/2 106/4 106/4 106/7 107/1 108/3 108/4 109/3 109/10 113/9 114/3 114/3 124/10 127/6 127/8 130/24 131/2 134/20 135/7 143/21 143/23 143/24 144/1</p>
--	--	---	--	--

Peggy Isom, CCR 541, RMR

(30) went - would

(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

<p>W would... [5] 144/24 146/14 149/11 153/2 154/4 wouldn't [5] 65/10 98/20 113/12 144/23 153/10 writing [1] 119/5 wrong [8] 57/25 63/7 89/7 90/1 135/11 137/10 138/9 139/11 wrote [2] 96/4 139/12</p>	<p>119/4 119/14 124/12 125/3 125/9 126/1 127/8 127/13 127/19 133/19 141/1 152/9 156/1 yet [10] 5/2 7/9 25/25 33/8 58/15 68/16 81/7 84/7 94/4 155/4 you [330] you'll [2] 148/10 156/13 you're [29] 6/25 14/2 14/17 17/2 27/19 27/20 43/7 55/10 56/17 57/25 71/18 72/23 72/24 72/25 97/6 97/19 110/21 110/22 110/23 135/2 137/10 138/4 138/17 141/9 151/2 151/10 151/12 155/20 156/8 you've [2] 35/8 68/1</p>	<p>106/8 107/9 109/12 114/15 117/17 119/7 119/17 120/21 123/10 123/25 125/3 125/18 125/25 127/14 127/16 129/20 129/22 132/24 134/12 135/4 135/19 135/19 135/25 136/24 137/25 138/6 138/22 139/24 140/11 140/14 140/18 140/19 141/14 142/5 142/14 146/8 147/8 147/24 148/11 148/25 149/5 149/21 149/25 152/7 155/2 155/14 155/20 155/24 155/25 156/3 156/4</p>		
<p>X</p>				
<p>XVI [1] 1/3</p>				
<p>Y</p>				
<p>yeah [42] 7/13 9/17 10/7 12/9 12/17 12/22 13/21 16/14 17/13 18/6 30/4 55/25 57/12 60/1 60/7 61/7 64/19 68/4 68/23 69/19 89/9 100/10 100/24 101/3 101/9 104/13 104/17 105/3 109/13 124/6 133/9 135/17 135/23 144/17 147/5 149/15 150/2 150/18 152/3 153/15 154/2 156/16</p>	<p>year [5] 10/24 59/8 72/9 83/9 133/7 years [4] 29/22 40/10 51/9 96/18 yes [60] 10/17 11/2 11/6 15/22 16/21 17/19 18/5 18/13 18/14 18/18 18/19 30/9 31/6 35/22 38/22 38/24 39/1 45/9 45/11 53/12 54/8 56/5 57/9 57/19 58/3 59/6 60/3 60/20 61/5 62/25 70/23 73/4 73/19 74/21 91/11 92/3 92/12 103/6 103/11 103/12 103/15 104/20 104/23 104/23 111/1 115/18 115/18</p>	<p>zero [1] 99/18</p>		
<p>year [5] 10/24 59/8</p>	<p>40/20 41/23 42/21 44/1 44/4 44/10 44/10 44/11 44/11 44/13 44/16 44/18 45/18 46/23 47/4 47/5 47/25 47/25 53/21 54/5 54/18 55/1 55/11 55/21 59/23 66/17 66/23 67/3 68/20 69/12 70/25 73/19 74/21 74/23 75/5 79/4 79/4 79/8 87/15 89/14 90/4 90/5 90/23 91/10 92/15 93/14 93/15 94/4 94/14 94/20 95/6 97/5 97/9 98/19 100/13 102/17 102/21 105/7 105/10 105/14</p>	<p>Z</p>		
<p>years [4] 29/22</p>				
<p>yes [60] 10/17</p>				

Peggy Isom, CCR 541, RMR (31) would... - zero
(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

Plaintiff Front Sight Management LLC

John P. Aldrich
Retained
702-863-5490(W)

Trustee Piazza, Ignatius

John P. Aldrich
Retained
702-863-5490(W)

Trustee Piazza, Jennifer

John P. Aldrich
Retained
702-863-5490(W)

EVENTS & ORDERS OF THE COURT

10/09/2019 All Pending Motions (1:15 PM) (Judicial Officer Williams, Timothy C.)

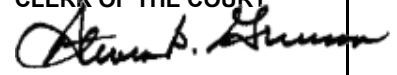
Minutes

10/09/2019 1:15 PM

- Colloquy regarding Pltf's Motion to Extinguish and whether there is necessity reschedule the matter as well as a conference call if matter should be moved. Mr. Greer advised no objection to hearing the matter 10/23/19. COURT ORDERED, Motion to Extinguish ADVANCED from 11/13/19 to 10/23/19; Status Conference SET 10/11/19 at 4:00 p.m. to determine if matter should be reset. Court stated parties may attend telephonically via CourtCall. Colloquy regarding status of Motion to Dissolve Temporary Restraining Order ("TRO") and Appoint a Receiver in light of hearing the Motion to Extinguish. COURT FURTHER ORDERED, Motion to Dissolve TRO and Appoint Receiver DEFERRED to time of 10/23/19 hearing. LVD FUND'S MOTION TO BIFURCATE Arguments by Mr. Greer and Mr. Aldrich. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE. Prevailing party to submit the order. SUPPLEMENTAL EARLY CASE CONFERENCE Colloquy regarding status of case in light of Counter-Deft. party. There being no objection, Court notes today's conference satisfies requirements of Rule 16.1 with respect to Counter-Deft. Further, Court directed supplemental conference report be filed. STATUS CHECK: RULE 65(A)(2) NOTICE...STATUS CHECK: SETTING CONTINUED PRELIMINARY INJUNCTION HEARING AND MOTION FOR PROTECTIVE ORDER Colloquy regarding anticipated case activity and possible duplicative presentation with respect to evidentiary hearing and rescheduling of same. COURT ORDERED, Status Check CONTINUED to 10/23/19 regarding setting continued days for the evidentiary hearing. DEFENDANTS MOTION TO QUASH SUBPOENA FOR DEPOSITION AND DOCUMENTS TO EMPYREAN WEST C/O JAY CARTER AND/OR MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENA FOR DEPOSITION AND DOCUMENTS TO EMPYREAN WEST C/O JAY CARTER...DEFENDANTS MOTION TO QUASH SUBPOENA TO DAVID C. KELLER AND/OR MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENA TO DAVID C. KELLER...DEFENDANTS MOTION TO QUASH SUBPOENA FOR DEPOSITION AND DOCUMENTS TO EMPYREAN WEST C/O JAY CARTER AND/OR MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENA FOR DEPOSITION AND DOCUMENTS TO EMPYREAN WEST C/O JAY CARTER...DEFENDANTS MOTION TO QUASH SUBPOENA FOR DEPOSITION AND DOCUMENTS TO SEAN WASAKI FLYNN AND/OR MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENA FOR DEPOSITION AND DOCUMENTS TO SEAN WASAKI FLYNN Arguments by counsel. COURT ORDERED, Motions with respect to Empyrean West, Jay Carter, and David Keller, GRANTED IN PART and DENIED IN PART; protective order to issue as discussed. Court directed Mr. Aldrich to prepare the order. As to Motion to Quash relating to Sean Flynn, Mr. Greer advised terms of agreement with counsel including a type of privilege log for any unproduced documents. Mr. Aldrich confirmed matter resolved. Court so noted. DEFENDANTS MOTION TO QUASH SUBPOENA FOR DEPOSITION AND DOCUMENTS TO WELLS FARGO BANK AND/OR MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENA FOR DEPOSITION AND DOCUMENTS TO WELLS FARGO BANK...DEFENDANTS MOTION TO QUASH SUBPOENA FOR DEPOSITION AND DOCUMENTS TO OPEN BANK AND/OR MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENA FOR DEPOSITION AND DOCUMENTS TO OPEN BANK...DEFENDANTS MOTION TO QUASH SUBPOENA FOR DEPOSITION AND DOCUMENTS TO BANK OF HOPE AND/OR MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENA

FOR DEPOSITION AND DOCUMENTS TO BANK OF
HOPE...DEFENDANTS MOTION TO QUASH SUBPOENA FOR
DEPOSITION AND DOCUMENTS TO SIGNATURE BANK AND/OR
MOTION FOR PROTECTIVE ORDER REGARDING SUBPOENA
FOR DEPOSITION AND DOCUMENTS TO SIGNATURE BANK
Arguments by counsel. COURT ORDERED, Motions GRANTED
WITHOUT PREJUDICE; must specify claim for relief; decision has no
impact on requests for production. Prevailing party to submit the order.
PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO THIRD
PARTIES Arguments by counsel. Court directed Mr. Aldrich within 48
hours to submit each objection with particularity. Court stated will issue
Minute Order decision on following Monday. 10/11/19 4:00 PM
STATUS CONFERENCE RE: STATUS OF MOTION TO EXTINGUISH
10/23/19 9:00 AM PLTF'S MOTION TO EXTINGUISH CONTINUED
TO: 10/23/19 9:00 AM STATUS CHECK: SETTING CONTINUED
PRELIMINARY INJUNCTION HEARING AND MOTION FOR
PROTECTIVE ORDER...LVD FUND'S MOTION TO DISSOLVE
TEMPORARY RESTRAINING ORDER AND TO APPOINT A
RECEIVER CLERK'S NOTE: Minutes corrected. /cd 10-10-19/

[Parties Present](#)
[Return to Register of Actions](#)



1 OPP-MTN
C. Keith Greer, ESQ.
2 Admitted *pro hac vice*
keith.greer@greerlaw.biz
3 **GREER AND ASSOCIATES, A PC**
17150 Via Del Campo, Suite 100
4 San Diego, CA 92127
Telephone: (858) 613-6677
5 Facsimile: (858) 613-6680

6 ANTHONY T. CASE, ESQ.
Nevada Bar No. 6589
7 tcase@farmercase.com
KATHRYN HOLBERT, ESQ.
8 Nevada Bar No. 10084
kholbert@farmercase.com
9 **FARMER CASE & FEDOR**
2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
Telephone: (702) 579-3900
11 Facsimile: (702) 739-3001

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 LAS VEGAS**
19) **DEVELOPMENT FUND LLC'S,**
vs.) **OPPOSITION TO PLAINTIFF'S MOTION**
20) **TO EXTINGUISH LVDF'S DEED OF**
LAS VEGAS DEVELOPMENT FUND LLC,) **TRUST**
21 et al.,)
22)
Defendants.)
23)
AND RELATED CROSS ACTION)
24)

Hearing Date: October 23, 2019
Time: 9:00 a.m.
Department 16

25
26
27
28

1 Defendant LAS VEGAS DEVELOPMENT FUND LLC (“LVD Fund” or “Lender”),
2 hereby submits this OPPOSITION TO PLAINTIFF’S MOTION TO EXTINGUISH LVDF’S
3 DEED OF TRUST, OR ALTERNATIVELY TO GRANT LENDER ROMSPEN A FIRST LIEN
4 POSITION, AND MOTION TO DEPOSIT FUNDS PURSUANT TO NRCP 67. By this
5 Opposition, Defendant/Counter-Claimant LVD Fund demonstrates that there is no legal or
6 factual basis for this motion and to grant it would be a manifest abuse of discretion.

7 This Opposition is based on the pleadings and papers on file herein, the Memorandum of
8 Points and Authorities attached hereto and incorporated herein by this reference, the Declaration
9 of C. Keith Greer filed herewith, the testimony of Robert Dziubla and Ignatius Piazza given in
10 the preliminary injunction evidentiary hearings, the declarations and memorandum filed by LVD
11 Fund in support of the currently pending motion for relief from the TRO and appointment of a
12 receiver, and such other and further oral or written evidence as may be presented at the hearing
13 for this Motion.

14 Dated: October 14, 2019

FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001

/s/ Kathryn Holbert
Kathryn Holbert, Esq.
Attorney for Defendants

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, an individual;
JON FLEMING; an individual; and LINDA
STANWOOD, an individual.

28

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. INTRODUCTION**

3 Plaintiff's motion is an exercise in misdirection. Although captioned as a "Motion to
4 Extinguish LVDF's Deed of Trust" or "to Grant Senior Debt Lender Romspen a First Lien
5 Position" and "Deposit Funds Pursuant to NRCF 67," the Motion is actually a Motion to short
6 circuit the trial process and obtain an order granting Summary Judgment pursuant to NRCF 56
7 without following the clearly defined procedures for obtaining such relief. Moreover, setting
8 aside the fact that the Construction Loan Agreement ("CLA") and Deed of Trust do not allow for
9 early payoff of any portion of the loan until the EB-5 Investors have received final adjudication
10 of his our her I-829 petition removing conditions of permanent residency, Front Sight is seeking
11 an order extinguishing the Deed of Trust due to early pay off **without actually offering to pay**
12 **off the loan.** Instead, Front Sight proposes placing the funds (which remain illusory until Front
13 Sight submits an actual loan agreement as opposed to a letter of intent), into an account to which
14 LVD Fund will not have access pursuant to NRCF 67. This is certainly NOT an actual payoff of
15 the LVD Fund CLA and Deed of Trust.

16 A careful reading of the Motion and the supporting information reveals that there is no
17 loan at this time. Fundamentally, a loan commitment is NOT a loan. All that Front Sight offers
18 in support of its motion is a loan commitment; not an actual loan. Moreover, the moving papers
19 make clear that Front Sight has no intention of actually paying off the LVD Fund CLA and Deed
20 of Trust if any money ever becomes available from Romspen. A payment to the court pursuant to
21 NRCF 67 is not a prepayment of the existing LVD Fund CLA and Deed of Trust. Front Sight
22 does not actually suggest paying a single dollar to LVD Fund to cure it's existing default under
23 the CLA and Deed of Trust. Nor does Front Sight make any effort to explain how it will cure the
24 numerous performance defaults compromising the rights of the EB5 Investors and LVD Fund's
25 ability to meet his obligation to keep the USCIS apprized of the project's status and compliance
26 with USCIS guidelines.

27 If Front Sight had an actual loan and was actually proposing to prepay the loan, LVD
28 Fund might have a different response to the present motion. Front Sight, however, does not have

1 an actual loan and does not propose paying a single dollar to LVD Fund to prepay the CLA and
2 Deed of Trust. Instead, Front Sight proposes the most unusual loan payoff in history, whereby
3 the lender will not receive a single dollar. Yet based on this non-payoff, Front Sight asks this
4 court to extinguish Lender’s valid Deed of Trust without receiving so much as one dollar in
5 payment on the loan and without Front Sight curing the multiple performance breaches that have
6 been presented to this court on numerous occasions, the performance of which is also secured by
7 the Deed of Trust.

8 Front Sight further proposes accomplishing this non-payoff into a blocked account by
9 using the proceeds of a loan it does not actually have. Indeed, although Front Sight repeatedly
10 refers to a “loan commitment” from Romspen, Front Sight tellingly says nothing about actual
11 loan documents or an actual loan¹.

12 Front Sight has been in default for over a year under the terms of the CLA and Deed of
13 Trust. In addition to Front Sight’s multiple performance defaults which triggered the initial
14 defaults, there can be no dispute that Front Sight has further defaulted on all monetary
15 obligations under the CLA and Deed of Trust since at least July 1, 2019. The result is that Front
16 Sight is now at least three months in default in its monthly payment obligations to pay default
17 interest based on the missed payments for July, August and September, and it is well past the
18 time to cure such defaults. *See*, N.R.S. §107.080; *Hankins v. Adm’r of Veterans Affairs*, 92 Nev.
19 578, 580 (1976)(“There being no right of redemption in this type of proceedings, NRS
20 107.080(5), the tender of payment was properly refused.”).

21 Further, Front Sight cannot avail itself of the Deposit Rule of NRCP 67 because that rule
22 is only available where the party who is making the deposit “has admitted that it owes any or all
23 of the funds at issue to another party”. *Peke Res., Inc. v. Fifth Judicial Dist. Court In & For Cty.*
24 *of Esmeralda*, 113 Nev. 1062, 1067 847 (1997). Because Front Sight seeks to deposit funds with
25 the court with “so all parties with competing claims are protected, and the Court ensures the

26
27 ¹ This is not the first time Front Sight has claimed to have a loan commitment or pending
28 financing. None of the prior claims by Front Sight regarding loan commitments actually turned into
an actual loan. *See*, Statement of Facts Relevant to the Present Motion, *infra*.

1 money is available to the prevailing party, ” (MOT at 19:2-3), Front Sigh has manifestly NOT
2 “admitted that it owes any or all of the funds at issue.” Therefore, NRCP Rule 67 is not available
3 to Front Sight to make a conditional deposit of funds as to which Front Sight still asserts a claim.

4 Front Sight’s motion is an exercise in misdirection and sleight of hand worthy of a Las
5 Vegas magician. It’s eleventh hour effort to forestall foreclosure through a loan “commitment”
6 and non-payment of the loan to lender should be rejected. The court should see through the
7 facade and deny the motion.

8 **II. STATEMENT OF FACTS RELEVANT TO THE PRESENT MOTION**

9 Despite Front Sight’s repeated efforts to poison the well by repeating its litany of
10 allegations of alleged wrongdoing by Defendants which are unsupported by competent evidence
11 and irrelevant to the present motion, the facts actually relevant to the present motion are
12 relatively straightforward. The **only** issues raised by the current motion are: (1) whether Front
13 Sight has a right to cure it’s multiple defaults under the CLA and Deed of Trust; (2) whether
14 Front Sight has a right to prepay the CLA and Deed of Trust; (3) whether Front Sight has
15 fulfilled the conditions required under the CLA and Deed of Trust to obtain senior indebtedness;
16 (4) whether Front Sight has actually secured qualifying senior indebtedness; and (5) whether
17 Front Sight is actually tendering prepayment of the CLA and Deed of Trust or whether Front
18 Sight is making an illusory offer of no payment whatsoever on the CLA and Deed of Trust. The
19 facts actually relevant to these issues are relatively simple and straightforward.

20 On or about October 6, 2016,² Front Sight and LVD Fund entered into a Construction
21 Loan Agreement (“CLA”). The CLA was secured by a Deed of Trust executed on October 6,
22 2016 and recorded with the Nye County Records Office on October 13, 2016. LVD Fund
23 loaned Front Sight approximately \$6.375 million pursuant to the CLA and Deed of Trust.

24 LVD Fund alleges that Front Sight is - and has been for more than a year - in default
25 under the terms of the CLA and Deed of Trust. The defaults are summarized very briefly below

26
27 ² The cover page for the CLA states it is dated October 6, 2016, although the first paragraph
28 of the CLA recites the date as October 4. LVD Fund believes the CLA was actually executed on
October 6 although the difference in dates is immaterial for presnt purposes.

1 and are set forth more fully in LVD Fund’s filings herein, including LVD Fund’s Opposition to
2 Motion for Preliminary Injunction regarding the Foreclosure, and Motions for Appointment of a
3 Receiver, as well as in other filings.

4 **A. Front Sight’s Performance Breaches and Default under the CLA**

5 As the court is well aware, evidence has been presented in these proceedings to support
6 LVD Fund’s allegations that Front Sight has failed to comply with literally every one of its
7 performance obligations under the CLA, including:

- 8 1. Improper Use of Loan Proceeds - CLA § 1.7(e);
9 (The diversion of more \$16 million);
- 10 2. Failure to Provide Government Approved Plans-CLA §3.2(b)
11 (Ignatius Piazza confirmed no plans even exist);
- 12 3. Failure to Timely Complete Construction - CLA § 5.1
13 (Which was required to be completed by 10/4/19);
- 14 4. Material Change of Costs, Scope or Timing of Work - CLA § 5.2;
- 15 5. Refusal to Comply Regarding Senior Debt - CLA 5.27 §;
- 16 6. Failure to Provide Monthly Project Costs - CLA § 3.2(a);
- 17 7. Failure to Notify of Event of Default - CLA § 5.10;
- 18 8. Refusal to Allow Inspection of Records - CLA § 5.4;
- 19 9. Refusal to Allow Inspection of the Project - CLA § 3.3.; and
- 20 10. Failure to Provide EB-5 Information - CLA § 1.7(f).

21 Performance of these obligations is of critical importance to the EB-5 Investors and is necessary
22 for LVD Fund to comply with its USCIS reporting requirements. That is why such performance
23 is also secured by the Deed of Trust. Therefore, expunging the Deed of Trust prior to Front Sight
24 fully complying with these requirements would be wholly inappropriate.

25
26 **B. Front Sight’s Monetary Breaches and Default of the CLA**

27 In addition to the performance breaches, Front Sight has breached its monetary
28 obligations under the CLA and Deed of Trust. The issue of Front Sight missing three months of

1 interest payments for July through September was discussed in open court, and copies of the
2 Default Notices have been filed with the court each month. While Front Sight did finally make
3 pay the past due interest payments, it has not paid the default interest and penalties associated
4 with the late payments. Moreover, as confirmed by the previously filed Declarations of Robert
5 Dziubla, Front Sight has not paid any of the default interest required pursuant to Section 1.2 of
6 the CLA due to the above-referenced breaches. Nor has it paid the legal fees required under
7 Section 8.2 of the CLA. Front Sight is clearly aware of the amount necessary to cure these
8 defaults, as it argues putting \$700,000 aside in addition to the loan principle would be sufficient.
9 That said, at this time Front Sight is in default of all performance and monetary provisions of the
10 CLA and Deed of Trust.

11 **C. The Obligation to Obtain Senior Debt**

12 Front Sight was required to obtain Senior Debt from a “traditional construction lender,”
13 originally by March 31, 2016 (CLA, pg. 11 “Senior Debt” defined), then was given an extension
14 to December 31, 2017 (First Amended to CLA), and then was given an extension to June 30,
15 2018 (CLA Second Amend., ¶1). The deadline to provide Senior Debt expired nearly sixteen
16 (16) months ago.

17 **1. Prior “Loan Commitments”**

18 Front Sight previously claimed on at least two prior occasions to have obtained such
19 senior debt and even provided copies of loan commitment letters to that effect. (Greer Decl. Exs.
20 1 (11/3/17 commitment letter) and 2 (9/2/16 commitment letter)). Neither of those prior
21 commitment letters resulted in an actual loan, and there is no reason to believe the result will be
22 any different with the current letter.

23 **2. The Romspen “Commitment” Letter**

24 Front Sight provides a “Loan Commitment Letter” from Romspen as proposed new
25 Senior Debt. First, it must be noted that this is simply a commitment letter and is NOT an actual
26 loan. Nor does Front Sight provide fully executed loan documents or even current drafts of
27 proposed loan documents.

28 Further, Romspen does not appear to be a “traditional financial institution specializing in

1 financing projects such as the Project” as required by the CLA §1.1.3. In fact, Romspen’s website
2 describes Romspen as a “Canadian **non-bank** mortgage lender.”³ (emphasis added). In contrast
3 to the required “traditional financial institution” lender, “Romspen had its origins in the 1950's as
4 an adjunct business to the real estate law practice of Louis W. Spencer, the managing partner of
5 Spencer Romberg, a Toronto law firm.”⁴ Romspen simply does not appear to be the required
6 institutional lender. Romspen does not even describe itself as an institutional lender, but rather as
7 a “Mortgage Investment Fund.”⁵ At a minimum, the court should require more support for the
8 *bona fides* of Romspen before granting the radial relief requested by Front Sight.

9 **D. The Alleged Prepayment is Illusory**

10 Although Front Sight claims a right to prepay the LVD Fund CLA and Deed of Trust, a
11 simple reading of the Motion reveals that Front Sight never proposes actually prepaying
12 anything. Instead, Front Sight proposes a deposit of funds with the court that will be available to
13 the “prevailing party”. (MOT at 19:3-4). Far from being an unconditional tender to payoff the
14 CLA and Deed of Trust as Front Sight would have this court believe (and as is required to pay
15 off the CLA and Deed of Trust) this appears to be some form of a litigation security bond which
16 is not an authorized use of NRCP 67.

17 *III. ARGUMENT*

18 **A. Front Sight’s Motion Is Actually a Procedurally Defective Motion for**
19 **Summary Judgment**

20 Although it is not clearly revealed in the Caption for the Motion, Front Sight’s Motion is
21 really a Motion for Summary Judgment, masquerading as a less drastic motion, in an apparent
22 effort to evade the procedural requirements of a Rule 56 Motion for Summary Judgment. This is
23 actually revealed in the first sentence of the Notice of Motion which states that Front Sight

24 ³ <http://www.romspen.com/about-romspen/at-a-glance/default.aspx>

25 ⁴ <http://www.romspen.com/about-romspen/history/default.aspx>

26 ⁵ <http://www.romspen.com/investing/>

27 [fund-introduction/romspen-mortgage-investment-fund.aspx](http://www.romspen.com/investing/fund-introduction/romspen-mortgage-investment-fund.aspx)

1 “hereby moves the Court for declaratory relief adjudicating the parties’ rights under the
2 Construction Loan Agreement (“CLA”) and other Loan Documents **and for summary judgment**
3 **as to LVDF’s Counterclaim . . .**”. (Mot 1:23-26).(emphasis added).

4 As such, the Motion violates Local Rule 7.20(5) which requires “[t]he title [of the
5 pleading] must be sufficient in description to apprise the respondent and clerk of the nature of the
6 document filed, or the relief sought, e.g., Plaintiff’s Motion to Compel Answers to Interrogatories;
7 **Defendant’s Motion for Summary Judgment** against Plaintiff John Doe; Order Granting
8 Plaintiff Doe’s Motion for Summary Judgment against Defendant Roe.” (Emphasis added).

9 As a Motion for Summary Judgment, the Motion should actually be brought under NRCPP
10 Rule 56. The procedures governing such a motion are set forth in NRCPP 56(c) and requires: “(1)
11 Supporting Factual Positions. A party asserting that a fact cannot be or is genuinely disputed must
12 support the assertion by: (A) citing to particular parts of materials in the record, including
13 depositions, documents, electronically stored information, affidavits or declarations, stipulations
14 (including those made for purposes of the motion only), admissions, interrogatory answers, or
15 other materials; or (B) showing that the materials cited do not establish the absence or presence of
16 a genuine dispute, or that an adverse party cannot produce admissible evidence to support the
17 fact.” NRCPP 56(c). The rule further requires that “An affidavit or declaration used to support or
18 oppose a motion must be made on personal knowledge, set out facts that would be admissible in
19 evidence, and show that the affiant or declarant is competent to testify on the matters stated.”
20 NRCPP56(c)(4). *See, Garvey v. Clark Cty., 91 Nev. 127, 130 (1975)* (“appellants, however,
21 offered nothing but the mere allegations of their complaint to support their position.”); *Germaine*
22 *Music v. Universal Songs of Polygram, 275 F. Supp. 2d 1288, 1302 (D. Nev. 2003)*, *aff’d in part,*
23 *rev’d in part, 130 F. App’x 153 (9th Cir. 2005)*(“ Crook merely asserts his conclusions that he has
24 proven his case as a matter of law and that UMG does not have evidence to win at trial. Such
25 allegations fail to meet the moving burden on a Motion for Summary Judgment.”)

26 Plaintiff’s lengthy recitation of “facts” in support of its motion is largely a rehashing of
27 Plaintiff’s oft repeated and still unproven allegations of its complaint and a recitation of Plaintiff’s
28 claimed litany of wrongdoings by Defendants. Front Sight even seeks to evade the most basic

1 page limitation requirements by compiling a chart of its allegations which they brazenly
2 acknowledge was done to evade page limitations.⁶ The recitation is not supported by ANY
3 competent evidence as required by NRCP Rule 56.

4 Plaintiff's Motion makes no attempt whatsoever to fulfill these procedural requirements.

5 **B. Front Sight Has Not Demonstrated That it Has Secured an Actual**
6 **Construction Loan**

7 Front Sight attaches a "Commitment Letter" from Romspen to its motion and refers to the
8 "Romspen Commitment." What Front Sight does NOT attach are actual loan documents. Nor
9 does Front Sight even claim that Romspen has actually made a loan.

10 There is, of course, a significant difference between a "loan commitment" and an actual
11 loan. *See, Fed. Sav. & Loan Ins. Corp. v. Gemini Mgmt.*, 921 F.2d 241, 245 (9th Cir.
12 1990)("Centennial's "intent" to loan the additional \$445,000 falls short of establishing that
13 Centennial was obligated to fund the entire project " contrasting commitment letter "not
14 evidenced by a promissory note" with second commitment letter "supported by fullloan
15 documentation.").

16 This difference between a loan commitment and an actual loan is demonstrated by the
17 factual history herein. The Romspen letter is NOT the first time Front Sight has claimed to have a
18 "loan commitment" for Senior Debt herein. As noted in the Statement of Facts above, this is at
19 least the third such "loan commitment". None of the previous claimed "loan commitments"
20 actually materialized into a real loan. Thus, the existence of a "loan commitment" without full
21 documentation and actual funding should be summarily rejected by the court.

22 **C. Front Sight Has Failed to Meet The Requirements of the CLA and Deed of**
23 **Trust Relating to Senior Debt**

24 Front Sight urges that it has a contractual right to obtain Senior Debt. (MOT 9 - 14). Front
25

26 ⁶ Front Sight makes no secret of their end run around the page limitations stating Defendants
27 have engaged in "so many fraudulent misrepresentations that they cannot all be included in a
28 statement of facts in this brief because the brief would grossly exceed the page limit." Exhibit 1"
(Mot at 4:5-10). The "chart" however, is a hodgepodge of hearsay statements that does not qualify
as competent evidence.

1 Sight, however, conveniently ignores two critical factors: (1) the deadline to obtain Senior Debt
2 expired on June 30, 2018, nearly sixteen months ago (CLA 2nd Amend., ¶1); and (2) Front Sight
3 is in default under the CLA and Deed of Trust. Thus, while Front Sight previously had a right to
4 obtain Senior Debt, that right is long expired and cannot be revived *ex post facto*. This is
5 particularly true since Front Sight is currently - and has been for over a year - in default under the
6 CLA and Deed of Trust.

7 **D. Front Sight Does Not Have a Right to Pay the Balance of the CLA and Deed**
8 **of Trust**

9 **1. Front Sight Is Not Making a Valid Tender of Payment**

10 Although Front Sight argues that it has a right to prepay the LVD Fund CLA and Deed of
11 Trust (*See, e.g.* MOT at 14:13- 18:20) it is clear from the Motion that Front Sight actually does
12 not intend to pay a single dollar to LVD Fund to satisfy the CLA and Deed of Trust. (Mot at 19:3-
13 4). *See infra* §III(E). Front Sight is very careful in its wording stating “Front Sight should be
14 allowed to exercise its contractual right, under the CLA, to satisfy the Deed of Trust by tendering
15 the \$6,375,000 to LVDF.” (Mot at 14:15-16). Significantly, Front Sight does not actually suggest
16 that it intends to actually pay the CLA and Deed of Trust. Rather, Front Sight proposes
17 “tendering” the money to the court and then fighting over who is entitled to the money. This is -
18 quite simply - NOT a tender of the outstanding loan balance nor is it any payment to the lender.
19 The common law definition of tender is an offer of payment that is coupled either with no
20 conditions or only upon conditions upon which the tendering party has a right to insist.

21 “The essential requisites of tender are: (1) An unconditional offer to perform, coupled with
22 a manifested ability to carry out the offer; (2) A production of the subject matter of the contract;
23 (3) The property tendered must not be less than what is due; and (4) If greater, there must be no
24 demand for a return of the excess.” *Guy F. Atkinson Co. of California & Subsidiaries v. Comm'r*,
25 814 F.2d 1388, 1393 (9th Cir. 1987). “In addition to payment in full, valid tender must be
26 unconditional, or with conditions on which the tendering party has a right to insist. 74 Am. Jur. 2d
27 Tender § 22 (2012). “The only legal conditions which may be attached to a valid tender are either
28 a receipt for full payment or a surrender of the obligation.” *Heath v. L.E. Schwartz & Sons, Inc.*,

1 203 Ga.App. 91, 416 S.E.2d 113, 114-15 (1992)” *Bank of Am., N.A. v. SFR Investments Pool 1,*
2 *LLC*, 134 Nev. 604, 607 (2018), as amended on denial of reh'g (Nov. 13, 2018).

3 [I]t is the generally accepted rule that a promise to make a payment
4 at a later date or once a certain condition has been satisfied cannot
5 constitute a valid tender. *See Southfork Invs. Grp., Inc. v. Williams,*
6 *706 So.2d 75, 79* (Fla. Dist. Ct. App. 1998) (“To make an effective
7 tender, the debtor must actually attempt to pay the sums due; mere
8 offers to pay, or declarations that the debtor is willing to pay, are not
9 enough.”); *Cochran v. Griffith Energy Serv., Inc.*, 191 Md.App.
10 625, 993 A.2d 153, 166 (2010) (“A tender is an offer to perform a
11 condition or obligation, coupled with the present ability of
12 immediate performance, so that if it were not for the refusal of
13 cooperation by the party to whom tender is made, the condition or
14 obligation would be immediately satisfied.” (internal quotation
15 marks omitted)); *Graff v. Burnett*, 226 Neb. 710, 414 N.W.2d 271,
16 276 (1987) (“To determine whether a proper tender of payment has
17 been made, we have stated that a tender is more than a mere offer to
18 pay. A tender of payment is an offer to perform, ***coupled with the***
19 ***present ability of immediate performance***, which, were it not for
20 the refusal of cooperation by the party to whom tender is made,
21 would immediately satisfy the condition or obligation for which the
22 tender is made.”)(emphasis added); *McDowell Welding &*
23 *Pipefitting, Inc. v. U.S. Gypsum Co.*, 260 Or.App. 589, 320 P.3d
24 579, 585 (2014) (“In order to serve the same function as the
25 production of money, a written offer of payment must communicate
26 a present offer of timely payment. The prospect that payment might
27 occur at some point in the future is not sufficient for a court to
28 conclude that there has been a tender” (internal quotations,

1 citations, and alterations omitted)); cf. 74 Am. Jur. 2d Tender § 1
2 (2012) (recognizing the general rule that an offer to pay without
3 actual payment is not a valid tender); 86 C.J.S. Tender § 24 (2017)
4 (same).

5 *Bank of Am., N.A. v. Thomas Jessup, LLC Series VII*, 135 Nev. Adv. Op. 7, 435 P.3d 1217,
6 1219–20 (2019) .

7 Here, Front Sight’s “tender” is conditioned on LVD Fund ultimately being the prevailing
8 party in this litigation. *See* Mot at 19:3-4. That is no tender at all.

9 **2. Front Sight Cannot Prepay the CLA and Deed of Trust Because Front**
10 **Sight Is Currently In Default and the Time to Cure Has Expired**

11 Front Sight is currently in default on the CLA and Deed of Trust and has been for well
12 over a year. The initial Notice of Default was recorded on or about September 11, 2018. A
13 Second Notice of Default and Election to Sell was recorded on January 18, 2019.

14 Pursuant to N.R.S. 107.080(2)(a)(2) borrower is given a 35-day period after the Notice of
15 Default and Election to Sell “to make good the deficiency in performance or payment.” N.R.S. §
16 107.080(2)(a)(2). The 35-day cure period expired long ago. Because this period has expired,
17 Front Sight no longer has a legal right to “cure” or to “prepay” the loan.

18 **3. The CLA and Deed of Trust Do Not Allow For Prepayment Until the**
19 **EB-5 Investors I-829's have been Finally Adjudicated**

20 “Front Sight acknowledges that a condition of the prepayment option is that Front Sight
21 cannot repay the Loan while any Class B member of LVDF (in accordance with LVDF’s
22 operating agreement) is still awaiting final adjudication on his or her I-829 petition.” (MOT 14:25
23 - 15:1). Front Sight then spends the next several pages arguing that “is equitably estopped from
24 enforcing this language due to Defendants’ breaches of the CLA and fraudulent conduct.” (MOT
25 at 15:1-3)⁷.

26
27 ⁷ Front Sight’s equitable estoppel argument is another example of Front Sight attempting to
28 obtain summary judgment on the ultimate issues in this case without following the rigorous NRCP
56 requirements for such a motion.

1 Once again, Front Sight demonstrates that it has no intention of making an unconditional
2 prepayment of the CLA and Deed of Trust by asserting its baseless allegations of “fraudulent
3 conduct” by LVD Fund. However, despite Front Sight’s claims of equitable estoppel the simple
4 fact remains that Front Sight explicitly acknowledges that it has not met the contractual precursor
5 requirement to permit prepayment.

6 Plaintiff bears the burden of proving each element of equitable estoppel. *Estate of Amaro*
7 *v. City of Oakland*, 653 F.3d 808, 813 (9th Cir. 2011). “Whether the party seeking to establish
8 equitable estoppel has met his or her burden is also generally a question of fact.” *In re Harrison*
9 *Living Tr.*, 121 Nev. 217, 222 (2005). “Equitable estoppel has been characterized as comprising
10 four elements: (1) the party to be estopped must be apprised of the true facts; (2) he must intend
11 that his conduct shall be acted upon, or must so act that the party asserting estoppel has the right
12 to believe it was so intended; (3) the party asserting the estoppel must be ignorant of the true state
13 of facts; (4) he must have relied to his detriment on the conduct of the party to be estopped.”
14 *Chequer, Inc. v. Painters & Decorators Joint Comm., Inc.*, 98 Nev. 609, 614 (1982). “Whether
15 these elements are present, so that the doctrine of equitable estoppel should be applied, depends
16 upon the particular facts and circumstances of a given case.” *Chequer, Inc. v. Painters &*
17 *Decorators Joint Comm., Inc.*, 98 Nev. 609, 614 (1982)(“Material questions of fact therefore
18 remain, and summary judgment was inappropriate.”). Despite the premature equitable estoppel
19 argument, the simple fact remains, Front Sight explicitly acknowledges that it has not met the
20 contractual prerequisite to permit prepayment.

21 Moreover, prepayment of the loan prior final adjudication of the EB-5 Investors’ I-829
22 would eliminate the Investors’ chances to successfully complete the EB-5 program because
23 pursuant to 8 CFR 204.6(j)(2), “To show that the petitioner has invested or is actively in the
24 process of investing . . . the petition must be accompanied by evidence that the petitioner has
25 placed the required amount of capital at risk for the purpose of generating a return on the capital
26 placed at risk.” (emphasis added). If the loan is paid off, the capital is no longer at risk and thus
27 will result in disqualification of the EB-5 Investors. This is true whether the prepayment is
28 voluntary or court ordered.

1 **E. Front Sight Cannot Utilize NRCP 67 to Make A Conditional Deposit With**
2 **The Court**

3 Front Sight’s motion makes clear that Front Sight seeks to use NRCP 67 to make a
4 Deposit as some form of security but only in the event Front Sight loses this litigation.

5 Front Sight respectfully requests that this Court allow it to deposit
6 approximately \$7 million into the Court’s coffers pursuant to Rule
7 67. The approximately \$7 million constitutes \$6.375 million in
8 principal plus \$700,000.00 **to cover what Defendants claim is due**
9 for default interest, attorney’s fees, and costs. **Although Front**
10 **Sight disputes that it is in default, and the amounts claimed for**
11 **alleged default interest, attorney’s fees, and costs,** Front Sight is
12 willing to deposit the full amount of Defendants’ claim. By doing
13 so, all parties with competing claims are protected, and **the Court**
14 **ensures the money is available to the prevailing party,** or even
15 the immigrant investors if appropriate.

16 Mot at 18:23 -19:4)(emphasis added). First, this makes it clear that Front Sight actually has no
17 intention of using the funds from the Romspen loan to prepay the balance due on the LVD Fund
18 CLA and Deed of Trust. Rather than using the Romspen loan proceeds to pay off the CLA, what
19 Front Sight actually proposes is to use the loan proceeds to place in some sort of a blocked
20 account for the parties to litigate over. This is manifestly NOT a prepayment of the CLA and
21 Deed of Trust despite Front Sight’s mischaracterization.

22 Moreover, under Nevada Supreme court decisional law, NRCP 67 is NOT available for
23 this purpose. A party cannot be required to deposit that money or thing in court **unless it is either**
24 **clearly admitted in his pleading or shown in some proceeding in the cause that he has**
25 **himself no right to retain it and that the other party to the action is entitled to it** or at least
26 has an absolute interest in it. In all cases it must appear that the party holds the money as trustee,
27 or that it belongs or is due to another party. If the party alleged to hold as trustee claims title or
28 right to all or part of the funds in his possession, the court is without jurisdiction to compel him to

1 surrender them by ordering a deposit in court, since this constitutes an issue which should not be
2 tried in this summary manner, but one which requires a judicial determination, on the hearing of
3 all the facts, that he has no right to the funds. If it appears from the proceedings that the right of
4 the other party is dependent on his performance of some condition, or if the party applying for the
5 order does not claim an immediate right to the money, or disputes the existence of the condition,
6 the court will not order the money to be deposited before a hearing and judicial determination
7 *Peke Res., Inc. v. Fifth Judicial Dist. Court In & For Cty. of Esmeralda*, 113 Nev. 1062, 1066–67
8 (1997) quoting *In re Elias*, 209 Cal.App.2d 262 (1962) (emphasis added).

9 Front Sight vigorously disputes that LVD Fund is entitled to the money and seeks to
10 recover the money it wishes placed on deposit at the end of this litigation. NRC 67 simply is not
11 meant for, or available, for such a conditional deposit.

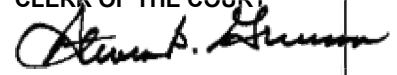
12 **IV. CONCLUSION**

13 As set forth above, this court should deny Plaintiff’s Motion because: (1) it is procedurally
14 defective; (2) it is illusory because no money is being put before the court and the offer is
15 conditional; and (3) to grant the motion would violate the terms of the CLA and Deed of Trust and
16 cause irreparable harm to the EB-5 investors.

17
18 Dated: October 14, 2019

FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001

21
22 /s/ Kathryn Holbert
Kathryn Holbert, Esq.
23 Attorney for Defendants
24
25
26
27
28



1 DEC
2 C. Keith Greer, ESQ.
3 Admitted *pro hac vice*
4 keith.greer@greerlaw.biz
5 **GREER AND ASSOCIATES, A PC**
6 17150 Via Del Campo, Suite 100
7 San Diego, CA 92127
8 Telephone: (858) 613-6677
9 Facsimile: (858) 613-6680

6 ANTHONY T. CASE, ESQ.
7 Nevada Bar No. 6589
8 tcase@farmercase.com
9 KATHRYN HOLBERT, ESQ.
10 Nevada Bar No. 10084
11 kholbert@farmercase.com
12 **FARMER CASE & FEDOR**
13 2190 E. Pebble Rd., Suite #205
14 Las Vegas, NV 89123
15 Telephone: (702) 579-3900
16 Facsimile: (702) 739-3001

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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

17 FRONT SIGHT MANAGEMENT LLC, a) CASE NO.: A-18-781084-B
18 Nevada Limited Liability Company,) DEPT NO.: 16
19)
20 Plaintiff,) **DECLARATION OF C. KEITH GREER,**
21 vs.) **ESQ. IN SUPPORT OF DEFENDANT LAS**
22) **VEGAS DEVELOPMENT FUND LLC'S,**
23) **OPPOSITION TO PLAINTIFF'S MOTION**
24) **TO EXTINGUISH LVDF'S DEED OF**
25) **TRUST**
26)
27)
28)
29)
30)
31)
32)
33)
34)
35)
36)
37)
38)
39)
40)
41)
42)
43)
44)
45)
46)
47)
48)
49)
50)
51)
52)
53)
54)
55)
56)
57)
58)
59)
60)
61)
62)
63)
64)
65)
66)
67)
68)
69)
70)
71)
72)
73)
74)
75)
76)
77)
78)
79)
80)
81)
82)
83)
84)
85)
86)
87)
88)
89)
90)
91)
92)
93)
94)
95)
96)
97)
98)
99)
100)
101)
102)
103)
104)
105)
106)
107)
108)
109)
110)
111)
112)
113)
114)
115)
116)
117)
118)
119)
120)
121)
122)
123)
124)
125)
126)
127)
128)
129)
130)
131)
132)
133)
134)
135)
136)
137)
138)
139)
140)
141)
142)
143)
144)
145)
146)
147)
148)
149)
150)
151)
152)
153)
154)
155)
156)
157)
158)
159)
160)
161)
162)
163)
164)
165)
166)
167)
168)
169)
170)
171)
172)
173)
174)
175)
176)
177)
178)
179)
180)
181)
182)
183)
184)
185)
186)
187)
188)
189)
190)
191)
192)
193)
194)
195)
196)
197)
198)
199)
200)
201)
202)
203)
204)
205)
206)
207)
208)
209)
210)
211)
212)
213)
214)
215)
216)
217)
218)
219)
220)
221)
222)
223)
224)
225)
226)
227)
228)
229)
230)
231)
232)
233)
234)
235)
236)
237)
238)
239)
240)
241)
242)
243)
244)
245)
246)
247)
248)
249)
250)
251)
252)
253)
254)
255)
256)
257)
258)
259)
260)
261)
262)
263)
264)
265)
266)
267)
268)
269)
270)
271)
272)
273)
274)
275)
276)
277)
278)
279)
280)
281)
282)
283)
284)
285)
286)
287)
288)
289)
290)
291)
292)
293)
294)
295)
296)
297)
298)
299)
300)
301)
302)
303)
304)
305)
306)
307)
308)
309)
310)
311)
312)
313)
314)
315)
316)
317)
318)
319)
320)
321)
322)
323)
324)
325)
326)
327)
328)
329)
330)
331)
332)
333)
334)
335)
336)
337)
338)
339)
340)
341)
342)
343)
344)
345)
346)
347)
348)
349)
350)
351)
352)
353)
354)
355)
356)
357)
358)
359)
360)
361)
362)
363)
364)
365)
366)
367)
368)
369)
370)
371)
372)
373)
374)
375)
376)
377)
378)
379)
380)
381)
382)
383)
384)
385)
386)
387)
388)
389)
390)
391)
392)
393)
394)
395)
396)
397)
398)
399)
400)
401)
402)
403)
404)
405)
406)
407)
408)
409)
410)
411)
412)
413)
414)
415)
416)
417)
418)
419)
420)
421)
422)
423)
424)
425)
426)
427)
428)
429)
430)
431)
432)
433)
434)
435)
436)
437)
438)
439)
440)
441)
442)
443)
444)
445)
446)
447)
448)
449)
450)
451)
452)
453)
454)
455)
456)
457)
458)
459)
460)
461)
462)
463)
464)
465)
466)
467)
468)
469)
470)
471)
472)
473)
474)
475)
476)
477)
478)
479)
480)
481)
482)
483)
484)
485)
486)
487)
488)
489)
490)
491)
492)
493)
494)
495)
496)
497)
498)
499)
500)
501)
502)
503)
504)
505)
506)
507)
508)
509)
510)
511)
512)
513)
514)
515)
516)
517)
518)
519)
520)
521)
522)
523)
524)
525)
526)
527)
528)
529)
530)
531)
532)
533)
534)
535)
536)
537)
538)
539)
540)
541)
542)
543)
544)
545)
546)
547)
548)
549)
550)
551)
552)
553)
554)
555)
556)
557)
558)
559)
560)
561)
562)
563)
564)
565)
566)
567)
568)
569)
570)
571)
572)
573)
574)
575)
576)
577)
578)
579)
580)
581)
582)
583)
584)
585)
586)
587)
588)
589)
590)
591)
592)
593)
594)
595)
596)
597)
598)
599)
600)
601)
602)
603)
604)
605)
606)
607)
608)
609)
610)
611)
612)
613)
614)
615)
616)
617)
618)
619)
620)
621)
622)
623)
624)
625)
626)
627)
628)
629)
630)
631)
632)
633)
634)
635)
636)
637)
638)
639)
640)
641)
642)
643)
644)
645)
646)
647)
648)
649)
650)
651)
652)
653)
654)
655)
656)
657)
658)
659)
660)
661)
662)
663)
664)
665)
666)
667)
668)
669)
670)
671)
672)
673)
674)
675)
676)
677)
678)
679)
680)
681)
682)
683)
684)
685)
686)
687)
688)
689)
690)
691)
692)
693)
694)
695)
696)
697)
698)
699)
700)
701)
702)
703)
704)
705)
706)
707)
708)
709)
710)
711)
712)
713)
714)
715)
716)
717)
718)
719)
720)
721)
722)
723)
724)
725)
726)
727)
728)
729)
730)
731)
732)
733)
734)
735)
736)
737)
738)
739)
740)
741)
742)
743)
744)
745)
746)
747)
748)
749)
750)
751)
752)
753)
754)
755)
756)
757)
758)
759)
760)
761)
762)
763)
764)
765)
766)
767)
768)
769)
770)
771)
772)
773)
774)
775)
776)
777)
778)
779)
780)
781)
782)
783)
784)
785)
786)
787)
788)
789)
790)
791)
792)
793)
794)
795)
796)
797)
798)
799)
800)
801)
802)
803)
804)
805)
806)
807)
808)
809)
810)
811)
812)
813)
814)
815)
816)
817)
818)
819)
820)
821)
822)
823)
824)
825)
826)
827)
828)
829)
830)
831)
832)
833)
834)
835)
836)
837)
838)
839)
840)
841)
842)
843)
844)
845)
846)
847)
848)
849)
850)
851)
852)
853)
854)
855)
856)
857)
858)
859)
860)
861)
862)
863)
864)
865)
866)
867)
868)
869)
870)
871)
872)
873)
874)
875)
876)
877)
878)
879)
880)
881)
882)
883)
884)
885)
886)
887)
888)
889)
890)
891)
892)
893)
894)
895)
896)
897)
898)
899)
900)
901)
902)
903)
904)
905)
906)
907)
908)
909)
910)
911)
912)
913)
914)
915)
916)
917)
918)
919)
920)
921)
922)
923)
924)
925)
926)
927)
928)
929)
930)
931)
932)
933)
934)
935)
936)
937)
938)
939)
940)
941)
942)
943)
944)
945)
946)
947)
948)
949)
950)
951)
952)
953)
954)
955)
956)
957)
958)
959)
960)
961)
962)
963)
964)
965)
966)
967)
968)
969)
970)
971)
972)
973)
974)
975)
976)
977)
978)
979)
980)
981)
982)
983)
984)
985)
986)
987)
988)
989)
990)
991)
992)
993)
994)
995)
996)
997)
998)
999)
1000)

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

3 Affiant, hereby states and declares as follows:

4 1. I, C. Keith Greer, am an individual and a resident of the State of California, County of
5 San Diego.

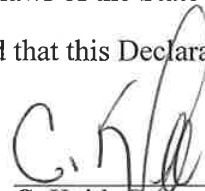
6 2. I am admitted as an attorney to the State Bar of California and I am admitted as counsel
7 *pro hac vice* in the present action. I am counsel of record for LVD Fund in this matter.

8 3. I make this Affidavit of my personal knowledge and the matters stated herein are true and
9 correct. If called as a witness herein, I could, and would, testify competently thereto.

10 4. Attached hereto as Exhibit 1 is a true and correct copy of the "Commitment Letter for
11 Proposed Credit Facility" from US Capital Partners that was accepted and signed by Ignatius
12 Piazza on November 3, 2017, produced in discovery by Front Sight.

13 5. Attached hereto as Exhibit 2 is a true and correct copy of the "Letter of Intent - Front
14 Sight Expansion Loan" from Summit Financial and Investment Group, LLC that was accepted
15 and signed by Ignatius Piazza on September 2, 2016, produced in discovery by Front Sight.

16 I declare under penalty of perjury under the laws of the State of Nevada and the State of
17 California that the foregoing is true and correct, and that this Declaration was executed on
18 October 14, 2019 at San Diego, California.

19 
20 C. Keith Greer, Esq.

21
22
23
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

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):

DECLARATION OF C. KEITH GREER, ESQ. IN SUPPORT OF DEFENDANT LAS VEGAS DEVELOPMENT FUND LLC'S, OPPOSITION TO PLAINTIFF'S MOTION TO EXTINGUISH LVDF'S DEED OF TRUST

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: October 14, 2019

/s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

Exhibit 1



US CAPITAL PARTNERS
DEBT AND EQUITY FOR THE LOWER MIDDLE MARKET

US Capital Partners Inc.
555 Montgomery Street, Suite 1501, San Francisco, CA 94111
Tel. (415) 889-1010 Fax. (415) 723-7158
www.uscapitalpartners.net

November 3, 2017

Dr. Ignatius Piazza
Founder and Director
Front Sight Management, LLC
1 Front Sight Road
Pahrump, NV 89061

Re: Commitment Letter for Proposed Credit Facility

Dear Dr. Piazza,

We are pleased to advise you that US Capital Partners Inc. ("USCP") has completed its due diligence and underwriting on Front Sight Management, LLC ("Borrower"), and is extending its commitment for financing in accordance with the terms set forth in this letter and the schedules hereto (the "Commitment").

Assignment. USCP is pledging or assigning part or all of the Letter Agreement dated September 30, 2016 (the "Letter Agreement") to its assignee (the "Assignee") and the Borrower will reasonably cooperate in relation thereto with USCP and/or its Assignee (USCP and its Assignee, if applicable, being individually and/or collectively referred to in this letter as the "Lender"). The Proposed Credit Facility is subject to Lender's own specific terms and conditions, which are set forth on Schedule A.

Representations and Warranties. By executing this Commitment, Borrower hereby represents and warrants to Lender that all information submitted to Lender prior to the date of this Commitment and to be submitted prior to the closing of the Proposed Credit Facility is and will be true, correct, and complete. If Lender becomes aware after the date hereof of any information or any event, development, or change that it reasonably believes is inconsistent in a material and adverse manner with any information disclosed to Lender prior to the date hereof, and which is or is reasonably likely to be materially adverse to the business, assets, liabilities (actual or contingent), operations, or condition (financial or otherwise) of Borrower or any guarantor, then Lender, in its sole discretion, may suggest alternative financing terms, amounts, or structures that ensure adequate protection of Lender, or may terminate this Commitment.

Brokers. Other than a broker with whom Lender has directly contracted in writing, Lender will not be liable in any way for the payment of any brokerage fees or commissions to any broker or any other person entitled or claiming to be entitled to the same in connection herewith and the transactions contemplated hereby, and Borrower, by acceptance hereof, agrees to indemnify and to hold Lender harmless from all claims for brokerage fees or commissions (other than claims of a broker with whom Lender has directly contracted in writing) which may be in connection with the transactions contemplated hereby.

Securities offered through US Capital Partners Securities, LLC, member FINRA, SIPC.

CONFIDENTIAL

FS 00223

02814

Revocation and Termination of Commitment. (a) *Prior to acceptance:* Time and strict performance are of the essence with respect to all the terms, conditions, and provisions of this letter. The Commitment set forth herein may be revoked by Lender at any time prior to its acceptance in accordance with the terms of this Commitment, including, at Lender's sole option, if Borrower fails timely to fulfill all obligations hereunder or if any condition hereunder is not timely met. (b) *Following acceptance:* If Borrower fails to close as required by the terms hereof, or if Lender at any time hereafter in its discretion determines that Borrower will likely be incapable of closing under this Commitment on or before November 30, 2017, for any reason, Lender may so notify Borrower, and Lender's obligations under this Commitment will terminate upon notification.

General Terms. The terms set forth in this Commitment are intended to be indicative of the principal terms of the proposed financing, and this Commitment does not purport to specify all of the terms, conditions, representations and warranties, covenants, and other provisions that will be contained in the final loan documents. This Commitment and the closing of the Proposed Credit Facility will be subject to such other terms, covenants, and conditions as Lender deems appropriate in the exercise of its sole credit judgment. This Commitment supersedes all prior discussions, indications of interest, and proposals (whether oral or written) previously delivered to Borrower, except for the Letter Agreement dated September 30, 2016 and for the Fee Agreement dated December 2, 2016 (the "Fee Agreement") executed by USCP and Borrower, which provides USCP to submit to Borrower a list of investment banking or advisory firms, investors, or sources of capital made known to Borrower by USCP or approached by USCP on behalf of Borrower with whom USCP has had substantive discussion on behalf of Borrower (the "Contact List"); Contact List is attached in Schedule B hereto.

The expiration, termination, or revocation of this Commitment will not terminate, limit, or affect in any way: (a) the terms of the Letter Agreement and Fee Agreement, including the Borrower's obligations to pay for or reimburse Lender for expenses; or (b) any releases of Lender or limitations on the liability of Lender set forth herein. This Commitment may not be modified, amended, or supplemented, except by a document in writing signed by the parties hereto. Borrower may not assign this Commitment.

Commitment Fee. Upon acceptance of this Commitment, Borrower shall pay USCP a commitment fee in the amount of \$30,000 (the "Commitment Fee"), which shall include payment for a financial review, on-site visit, legal work, and preparation of documents, and/or closing expenses. USCP shall be entitled to retain this Commitment Fee as part of a break-up fee if Borrower: (i) terminates this Commitment; (ii) fails timely to fulfill all obligations under this Commitment; (iii) refuses any funding provided or arranged by Lender; or (iv) consummates a transaction (including a refinancing of Borrower's current credit facility) with an entity other than Lender during the one-year period following the date hereof. Borrower acknowledges and agrees that this break-up fee is intended to compensate USCP for its estimated administrative costs and the amount of damage sustained by USCP as a result of Borrower's inability or unwillingness to close the Proposed Credit Facility.

USCP Wiring Instructions. Borrower shall pay the Commitment Fee by wire transfer into the following USCP bank account:

Name of beneficiary:	US Capital Partners Inc.
Account number:	650092567
SWIFT:	CHASUS33
Name of bank:	JPMorgan Chase Bank, N.A.
Address of bank:	101 Montgomery St. San Francisco, CA 94104
Routing number:	322271627
Address of beneficiary:	US Capital Partners Inc. 555 Montgomery Street, Suite 1501 San Francisco, CA 94111

Confidentiality. Lender is delivering this Commitment to Borrower with the understanding that Borrower will not disclose the contents hereof or Lender's involvement or interest in providing financing for the proposed transaction to any third party (including, without limitation, any financial institution or intermediary) without Lender's prior written consent, other than to prospective investors, governmental and regulatory authorities, and Borrower's advisors and officers on a need-to-know basis. Borrower agrees to inform all such persons who receive information concerning Lender or this Commitment that such information is confidential and may not be disclosed to any other person. Lender reserves the right to review and approve all materials that Borrower prepares that contain Lender's name or describe Lender's Commitment.

Interpretation. If more than one party is entering into this letter agreement with USCP, any reference to "Borrower" herein in the singular shall be construed as a reference to every party to this Agreement other than USCP, and, unless otherwise indicated, shall be construed to apply to all such parties jointly and severally.

Governing Law. This Commitment shall be governed by the law of the State of California.

Dispute Resolution.

- (a) *Dispute.* Any dispute, claim, or controversy arising out of or relating to this Commitment, including the negotiation, breach, validity or performance of the Commitment, the rights and obligations contemplated by the Commitment, any claims of fraud or fraud in the inducement, and any claims related to the scope or applicability of this agreement to arbitrate, shall be resolved at the request of any party to this Commitment through a two-step dispute resolution process administered by JAMS or another judicial and mediation service mutually acceptable to the parties involving first mediation, followed if necessary, by final and binding arbitration administered by a single JAMS arbitrator (the "Arbitrator") in San Francisco, California, pursuant to JAMS Comprehensive Arbitration Rules & Procedures.
- (b) *Governing Law and Procedure.* The Arbitrator may grant injunctions and other relief in such disputes. The Arbitrator shall administer and conduct any arbitration in

accordance with California law, and the Arbitrator shall apply substantive and procedural California law to any dispute or claim, without reference to any conflict-of-law provisions of any jurisdiction. To the extent that the JAMS Rules conflict with California law, California law shall take precedence.

- (c) *Final Award.* The Arbitrator shall issue a written award. The award shall be binding and final as between the parties, and a judgment may be entered upon the award in any court of competent jurisdiction. The parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. Notwithstanding the confidentiality of the arbitration proceedings as set forth below in paragraph (g), the final award shall not be confidential.
- (d) *Costs.* The parties shall each pay an equal share of the costs and expenses of such arbitration and each party shall separately pay for its respective counsel fees and expenses; provided, however, that the Arbitrator shall award attorneys' fees and costs to the prevailing party, except as prohibited by law. If the Arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the Arbitrator may award the prevailing party an appropriate percentage of the costs and expenses incurred by the prevailing party.
- (e) *Waiver of Jury Trial.* By entering into this Commitment, each party waives the right to a trial by jury.
- (f) *Injunctive Relief.* Notwithstanding the foregoing, this Commitment will not prevent either party from seeking provisional injunctive relief from any court having jurisdiction over the parties and the subject matter of their dispute relating to this Commitment and any agreements incorporated herein by reference.
- (g) *Confidentiality.* The parties agree that the arbitration shall be confidential and that no party shall disclose to any person who is not an officer, director, employee or limited partner of a party any document filed at JAMS or exchanged between the parties or testimony presented (or any summaries or quotations thereof) in connection with the arbitration that is designated either on the document or on the testimonial record as "Confidential" (the "Confidential Information"). If, in connection with any judicial proceedings to modify, vacate or confirm any order or award, Confidential Information must be filed with any court, the party submitting such Confidential Information shall file such Confidential Information under seal and shall also file a motion with the court requesting that the Confidential Information remain under seal and no party shall oppose such request. The final award shall not be confidential.
- (h) *Class Action Waiver.* Borrower agrees that Borrower will not assert class action or representative action claims against USCP in arbitration or otherwise, nor will Borrower join or serve as a member of a class action or representative action, and Borrower agrees that Borrower will only submit its own, individual claims in arbitration and Borrower will not seek to represent the interests of any other person.

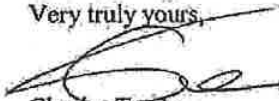
- (i) *Voluntary Nature of Agreement.* Borrower acknowledges that Borrower has read this Commitment carefully and Borrower understands and accepts the obligations which it imposes upon it without reservation. No promises or representations have been made to Borrower to induce Borrower to sign this Commitment. Borrower further acknowledges that Borrower has been given the opportunity to discuss this Commitment with Borrower's private, legal counsel and has taken advantage of that opportunity to the extent Borrower wanted to do so.

Counterparts. This Commitment may be executed in counterparts, each of which will shall be an original, and all of which, when taken together, shall constitute one and the same instrument.

Automatic Expiration of Commitment. This Commitment and all commitments and undertakings of Lender hereunder will expire at 5:00 p.m. (Pacific Standard Time) on November 7, 2017, unless you execute this letter and return it to Lender, together with any additional deposit, if required under Schedule A, prior to such time. Thereafter, all commitments and undertakings of Lender hereunder will expire, without further action by any party hereto, upon the earliest to occur of (a) the closing of the Proposed Credit Facility (at which time the definitive loan documents will reflect the commitments and undertakings of Lender and other parties thereto), (b) November 30, 2017, and (c) the closing of a transaction similar to that contemplated by this Commitment with a lender other than Lender.

We look forward to working with you on this transaction. Please call me at (415) 889-1010 if you have any questions.

Very truly yours,



Charles Towle
Managing Partner
US Capital Partners Inc.

ACCEPTED AND AGREED TO:

By:

Name: Tighe P. Pagan

Title: Managing Member

Date: 11/3/17

SCHEDULE A



November 3, 2017
PERSONAL AND CONFIDENTIAL

TERM SHEET

We are pleased to submit the following Term Sheet ("Term Sheet"). Outlined below are the general terms and conditions under which CPFIF Lending, LLC ("Columbia Pacific") is prepared to underwrite and consider funding of the loan ("Loan") described below. This Loan is subject to, among other things, Columbia Pacific's due diligence and underwriting requirements for financing certain real property below as the "Subject Property". Please note that this Term Sheet is not a binding commitment to lend funds. Any commitment, offer, obligation or agreement of Columbia Pacific will only arise upon the signing of a subsequently executed binding commitment letter or final loan documents signed by an authorized signatory of Columbia Pacific or its affiliate(s). This Term Sheet expires at 5:00pm PST on November 7, 2017 unless it is accepted, countersigned, and returned along with a \$30,000 deposit to cover the cost of Columbia Pacific's travel and legal expenses ("Due Diligence Deposit"). As discussed below, the Due Diligence Deposit is refundable, less third party expenses incurred by Columbia Pacific, if the loan is not approved.

SUMMARY OF LOAN TERMS

Loan Amount:	Up to \$15,000,000 but not exceed 55% LTV
Borrower:	Front Sight Management, LLC
Lender:	CPFIF Lending, LLC, and their respective Successors/Assigns
Subject Property:	Front Sight Firearms Training Institute 1 Front Sight Rd, Pahranog, NV 89061
Initial Loan Term:	12-Months from the closing date
Interest Rate:	11.0% Fixed, Interest Only
Origination Fee:	4.0% at closing (2.0% to CPA and 2.0% to US Capital Partners)
Yield Maintenance:	The Loan may be prepaid at any time, provided that any prepayment shall be accompanied by interest through the end of the Initial Term.
Exit Fee:	None
Extension Option(s):	One extension option of 12-Months. The option is available if the Borrower has improved upon or maintained the condition of the Subject Property. The Loan may be prepaid at any time, provided that any prepayment shall be accompanied by interest through the Extension Period.
Extension Fee:	2.00%
Extension Rate:	11.0%
Anticipated Closing:	Lender will make best efforts to close the Loan on or before November 30, 2017. Lender is not able to guarantee any particular closing date. Lender will make best efforts to close expeditiously upon (a) delivery of lender requested due diligence and responses to questions, (b) all closing conditions identified by Lender herein and during its due diligence have been satisfied, and (c) all loan documents required by Lender have been executed and delivered.
Guarantee(s):	Ignacio Pizarra, and any member with 10% or greater equity ownership in subject property shall execute a joint and several guaranty. In addition, Borrower and the Guarantor shall be required to execute an environmental indemnity agreement in form and substance satisfactory to Lender. Passive Limited Partners are excluded from the Guaranty.
Resort:	Full recourse to the Borrower and Guarantor for all principal, interest, and other indebtedness owed to Lender. The guaranty must be (i) enforceable under the state laws, which govern

USCP-LT-00115

REV B 11.3.17

43 US Capital Partners Inc. 2008

CONFIDENTIAL

FS 00228

02819

the loan, as evidenced by a legal opinion from Borrower's counsel, and (ii) must otherwise be acceptable to Lender. The Guarantor will remain liable for interest carry, all operating deficits, as well as any and all collection costs.

Security The Loan shall be secured by the following:

- A title insured first lien mortgage on Borrower's fee and/or leasehold interests in the Subject Property and all personal property (tangible and intangible) and fixtures relating to the Subject Property;
- 100% Pledge of membership interest in the Borrower & Operator for the Subject Property;
- Collateral assignments of all leases, rents, contracts, licenses, management agreements, and all other agreements, relating to the subject Property; and
- Other documentation that may be required by Lender.

Other Conditions: Operating covenant of EBITA 3.5 X CPII Debt Service

Capital Improvement Compensation: \$5,000,000

Interest Reserve: None

Holdback for Tax & Insurance: Lender shall withhold \$45,000 from Loan Proceeds to establish a Tax & Insurance Reserve. The Holdback for Tax & Insurance shall be utilized to pay upcoming installments for calendar year 2017, with Impounds, as described below, to commence from the date of Closing so that there are sufficient Impounds in reserve to cover upcoming Tax & Insurance payments. The amounts of the Impounds shall be confirmed during due diligence after your Tax Bills and Insurance Invoices are verified by Lender to its satisfaction.

Impounds: Tax and insurance reserves shall be maintained by a monthly deposit by Borrower of one-twelfth (1/12th) of the annual real property taxes and assessments for the Property and one-twelfth (1/12th) of the annual insurance premiums payable for the Property, each as reasonably estimated by Lender (the "Tax and Insurance Reserve"). The estimates shall be determined during Lender's due diligence based off the historical tax bill reviews and insurance quotes from providers/insurers provided by Borrower satisfactory to Lender.

Title and Escrow Services: Columbia Pacific will retain National Land Tenure, a national title agent, to manage title and escrow services through a national recognized title and escrow company (i.e. First American, Old Republic, Stewart, and Fidelity).

Servicing Fee: In addition to the Interest Rate specified above, Borrower will pay on a monthly basis a \$585/month servicing fee.

Cash Management System: Borrower shall fully cooperate with Lender in connection with the establishment of a lockbox account, Soft deposit account control agreement ("Soft DACA") and springing Cash Management Agreement ("CMA"), to collect monthly income from the operation of the Facility. During the course of the loan all funds will be available to Borrower at all times. In the event of a default, the "Soft DACA" will convert to a hard DACA and the CMA will begin. Lender will use its best efforts to utilize Borrower's existing deposit bank for the DACA. The CMA language will be incorporated into Lender's loan documents, and if a default occurs, the cash management will be managed by Lender's loan servicer.

Interest Calculation: Interest will be calculated on the basis of a 360-day year. Monthly payments of interest will be due and payable on the 1st day of each month and considered late if not paid within 3 days of the due date.

Due Diligence Items: Upon its acceptance of these terms, Borrower will be liable for all of the Lender out-of-pocket third party expenses (including but not limited to travel, site inspections, environmental, property condition report, appraisal, ALTA survey and Legal fees). If the loan closes, any remaining due diligence deposit will be refunded to the Borrower at closing. In the event the project loan application is not approved, any remaining due diligence deposit

will be returned to the Borrower. If Lender commits to make the loan in accordance with the terms described herein and Borrower fails to accept such commitment, the Due Diligence Deposit shall be "earned" by Lender and become non-refundable.


- Exclusivity:** Lender will have the exclusive right to the Loan for a period of twenty (20) days. Borrower and its affiliates may not discuss with any other investors or Lenders the Loan discussed herein.
- Third Party Reports:** By signing below, Borrower hereby authorizes any appraisal firm, environmental firm, or such other third party provider as may be retained by Lender in connection with the proposed loan (collectively, the "Third Party Providers"), to conduct inspections and perform other due diligence on the proposed collateral as Lender may request. Applicant understands and agrees that any and all work product and reports prepared for and delivered to Lender by such Third Party Providers will not be released to Applicant until the earlier of (i) funding of a loan by Lender, or (ii) Lender's denial of the loan request set forth herein.
- Reporting Requirements:** The following financial reporting will be required:
- Monthly financial statements, rent roll, occupancy reports and bank statements for all properties and entities secured by this loan due within 30 days of month end;
 - Monthly written updates on the progress towards sale or refinancing, including but not limited to, providing evidence of term sheet and commitment letters from potential take-out lenders; and
 - Any additional financial and regulatory reporting issues reasonably requested by Lender.
- Patriot Act:** Lender hereby notifies Borrower and Guarantors, in accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), that pursuant to the Patriot Act Lender may be required to obtain, verify and record information that identifies Borrower and Guarantors, which information includes the names and addresses of Borrower and Guarantors and other information that will allow Lender to identify Borrower and Guarantors accordance with the Patriot Act.

BORROWER SIGNATURE PAGE TO FOLLOW

CONFIDENTIAL

THIS TERM SHEET IS FOR "DISCUSSION PURPOSES ONLY" AND DOES NOT CONSTITUTE A COMMITMENT ON THE PART OF THE LENDER, ITS AFFILIATES, AND/OR ITS ASSIGNS TO MAKE A LOAN. THIS TERM SHEET IS INTENDED TO SERVE AS AN OUTLINE ONLY AND DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, COVENANTS, WARRANTIES, AND OTHER REPRESENTATIONS AND PROVISIONS WHICH WOULD BE STATED IN DEFINITIVE LEGAL DOCUMENTS FOR A QUALIFIED, APPROVED, OR ACCEPTED LOAN TRANSACTION.

AGREED AND ACCEPTED ON:

THIS DAY OF 11/3/17, 2017
First Street Mortgage LLC (Full Name of Ownership Entity)
NEVADA (State of Formation Entity Type)
By:  (Signature)
Quentin Pinyon (Printed Name)
In: Managing Member (Title)

CONFIDENTIAL

Exhibit 2

SUMMIT FINANCIAL AND INVESTMENT GROUP, LLC

10421 South Jordan Gateway ♦ Suite 600 ♦ South Jordan ♦ Utah 84095
(801) 944-4320 Office ♦ (801) 944-4322 Fax ♦ Email: sfig@sfig.com
Real Estate Investment Bankers

Friday, August 26, 2016

Dr. Ignatius Piazza
Front Sight Management, LLC.
1 Front Sight Road
Pahrump, NV 89061

Re: LETTER OF INTENT – Front Sight Expansion Loan

Dear Dr. Piazza:

Summit Financial and Investment Group, LLC (SFIG) is pleased to issue this Letter of Intent (LOI) to Front Sight Management, LLC. its Key Principals, Owners and Guarantors hereinafter collectively referred to as “Borrower” on the terms and conditions set forth in this LOI to finance the property owned by the Borrower, referenced above, together with all of the parking and other appurtenant facilities upon certain land located in Pahrump, NV (Subject Property) and all of the personal property both tangible and intangible, now or hereafter, located thereon or used or intended to be used in connection therewith, for which proceeds are advanced on the terms and conditions set forth in this letter. This Letter of Intent is subject to the terms and conditions and general parameters set forth in this letter and the underwriting constraints contained herein.

This Letter of Intent precedes a Commitment for a Loan Secured by Real Estate and guaranteed by the Borrower. Acceptance and execution of this Letter of Intent from SFIG is not a commitment to make the Loan. While SFIG has prepared this Letter of Intent based on information provided by the Borrower, Borrower acknowledges that SFIG and/or its Investor(s) and/or Capital Partner(s), hereinafter “SFIG” will conduct a complete and thorough independent review of the underwriting and any additional information provided by Borrower and, accordingly, determines in its sole discretion; (a) whether it will commit to make the loan and (b) the final loan amount and terms thereof. The general loan parameters are as follows:

This Letter of Intent shall expire at the close of business on FRIDAY, SEPTEMBER 2ND, 2016.

After this date this Letter of Intent shall be of no force or effect and all terms, rates and conditions will be withdrawn.

This is not a binding agreement and execution of this agreement by Borrower does not obligate the same. No Commitment Fee is due with the execution of this Letter of Intent. The Letter of Intent will be binding in conjunction with the acceptance and execution of the Loan Commitment and will then be known as Exhibit “B”.

Page 1 of 19

CONFIDENTIAL



FS 00193

02824

LOAN PARAMETERS:

The following terms, conditions and structure are to be considered firm based on the information provided to date and on preliminary underwriting review and analysis and are subject to underwriting and financial reviews.

**LETTER OF INTENT
EXPIRATION DATE:**

This Letter of Intent shall expire at the close of business on FRIDAY, SEPTEMBER 2ND, 2016 and shall be of no force or effect thereafter unless fully executed and received by SFIG; or arrangements have been made with SFIG for a reasonable extension.

SUBJECT PROPERTY NAME: Front Sight Firearms Training Institute

PROPERTY ADDRESS: Pahrump, NV

PROPERTY TYPE: Firearms training facility

**OWNERS BORROWERS
BORROWER:**

Front Sight Management, LLC. and its Key Principals as Owners and Borrowers, hereinafter collectively referred to as "Borrower"; which shall be a single-asset entity controlled by the Key Principals in form and format acceptable to SFIG.

LOAN TYPE: Construction

LOAN PURPOSE: To expand the operations of the facility to include time share buildings and expanded range operations.

LOAN AMOUNT: \$54,500,000 USD is the estimated loan amount based upon the assumed interest rate and development budget indicated in the Borrower provided materials as of today's date. Loan amount is subject to total Property development and construction budget acceptable to SFIG; and the lesser of the final underwritten maximum Loan-To-Value (LTV), Loan-To-Cost (LTC) or minimum Debt Service Coverage Ratio (DSCR), necessary Loan Interest Reserve, and; subject to the remaining terms and underwriting conditions contained herein.

Loan amount may be funded according to a Phasing plan acceptable to SFIG based on costs, absorption; market strength and property type risk.

Page 2 of 19

CONFIDENTIAL

Initials 

FS 00194

02825

Estimated Total Cost Budget	
Current Value of Business	\$36,000,000
Vacation Villas	\$28,712,500
Patriot Pavilion	\$3,975,500
Range Improvement	\$1,046,000
Range Expansion	\$1,484,220
Infrastructure Improvement	\$6,230,910
Interest Reserve	\$2,800,000
Contingency	\$2,800,000
Loan Fees	\$1,500,000
Total	\$84,549,130

FUNDING:

Funding will not be approved, submitted, placed or disbursed in any form or portion until such a time as all necessary 3rd party reports and all Commitment Exhibits have been received from Borrower and approved by SFIG, which reports and exhibit documents are required in order to be able to substantiate and support the foundation of the debt placement; which funding shall not occur until final closing of the loan(s).

RATE:

Construction:

An interest rate per annum equal to 375 basis points over the "Base Rate" as herein defined as the Wall Street Journal U.S. Bank Prime Rate (or similar index), floating, interest only, adjusted monthly, paid in arrears, calculated on the daily outstanding balance of the Loan on the basis of a year of 360 days and paid for the actual number of days elapsed. Today's rate would be 7.25%

TERM:

Construction:

24 Months

EXTENSIONS:

Construction:

One (1) six month extension

MAXIMUM LTV:
(Loan to Value)

(Subject to Final Underwriting and Financial Reviews)

Construction:

65% maximum allowable.

MAXIMUM LTC:
(Loan to Cost)

(Subject to Final Underwriting and Financial Reviews)

Construction:

65% maximum allowable.

JUNIOR LIENS:

Any secondary junior debt secured by a lien or any security interest on the Subject Property, Collateral or Borrowing Entity either at closing or at any time during the term of the loan without prior approval of SFIG is prohibited.

Page 3 of 19

CONFIDENTIAL

Initials: 

FS 00195

02826

GUARANTEES:

Construction: Required, Corporate and Personal, Full Repayment.

MANAGEMENT AGREEMENT: During the term of the loan, the Project and Subject Property shall have oversight and management control by the Borrower, or; a Managing/Project Agent acceptable to SFIG pursuant to a Project Management Agreement, which also must be in a form and substance acceptable to SFIG.

UNIT RELEASES: Equal to 100% of the published sales price plus upgrades minus reasonable sales commissions and closing costs as principal loan reductions.

PRE-SALES: A minimum of 50% of the available units for sale must be pre-sold or have firm presale reservations with cash deposits equal to 10% of the purchase price with 3rd party buyers prior to loan funding.

MINIMUM NET WORTH OF BORROWER/SPONSOR:

Borrower shall demonstrate sufficient net worth personally or in aggregate with owned business and/or other owned entities evidencing financial capacity to support and financially manage the Subject Property.

MINIMUM NET LIQUIDITY OF BORROWER/SPONSOR:

Equal to 5% of the gross loan amount, inclusive of all Guarantors/Borrowers/Sponsors.

MINIMUM NET CASH INVESTMENT REQUIRED:

Equal to 35% of the hard and soft cost construction budget including any equity credit for acquired and current land values as determined by SFIG. "As Completed" values cannot be used in calculating this ratio. SFIG, in its sole discretion, will reasonably determine Borrower equity which may be comprised of verifiable land equity as determined by an MAI "as is" appraisal ordered by SFIG, and/or; previous cash investment to applicable hard and soft cost budget categories, and/or; remaining cash equity to be invested into the project for use in the Loan Budget which cash equity must be present and remain in full into a single account and available for verification by SFIG before final submission for approval, commitment and closing. Available cash equity will not be a condition of any commitment.

EQUITY REQUIREMENT:

The Final Loan amount shall not exceed the Loan to Value (LTV) as outlined in this document and as determined by a currently dated MAI Full Narrative Self-Contained Appraisal engaged by and approved by SFIG, or; the total LTC (Loan to Cost), as outlined in this document - whichever is less between LTV or LTC. At SFIG's option,

Page 4 of 19

CONFIDENTIAL

Initials 

FS 00196

02827

such equity may be satisfied, partial or in full, by Borrower's documentation of cash equity in the project and/or such equity may be based on an appraisal that shall be satisfactory in the sole discretion of SFIG. Prior to SFIG final submission for project approval, Borrower will provide evidence satisfactory to SFIG that the Borrower has contributed the difference between the acquisition costs of the Subject Property and the loan amount in cash deposited into an account which can be verified by SFIG and which shall remain in that same account until and thru closing of the loan.

PREPAYMENT:

Construction Loan: The loan may be prepaid, in whole or in part, at any time prior to the Maturity Date without penalty or premium.

APPROVAL OF ENTITY:

The form, structure and capitalization of the Titled Owner and Borrower must be satisfactory to SFIG.

SECURITY:

In summary, security for the Loan shall consist of one or more of the following:

(i) First Mortgage/First Deed of Trust/Promissory Note to the real estate located in Pahrump, NV consistent with and disclosed in the Borrower's Financing Package dated and received on or before June 21st, 2016 (ii) a first priority collateral assignment of all consultant contracts, leases, rents, reserves and profits from the Subject Property and or operation of the Subject Property (iii) a perfected first security interest under the Uniform Commercial Code on all of the furniture, fixtures and equipment now or hereafter installed in, affixed to, placed upon or used in connection with the Subject Property other than that owned by tenants (iv) a consent, subordination and recognition agreement, and any other contracts relating to the operation of the Subject Property, and the collateral assignment of any leases, permits, approvals and warranties applicable to the Subject Property or that have signed leases to occupy space in the Project following completion of construction (v) an environmental indemnity agreement indemnifying SFIG against all claims and causes of action based on the presence, use or release of any hazardous substances on or affecting the Subject Property (vi) such other security interests and instruments relating to the Subject Property as SFIG and its counsel may reasonably require in order to evidence or perfect the liens intended to be granted pursuant to the Loan Documents, including but not limited to customary closing certificates and other agreements.

Page 5 of 19

CONFIDENTIAL

Initials 

FS 00197

02828

LOAN FEES:

A "Loan Fee" relating to the loan shall be paid to SFIG as follows:

Construction:

A fee of One (1%) Percent of the gross Loan amount shall be paid by the Borrower to SFIG at the closing of the Construction Loan.

Loan Fees shall be deemed earned at time SFIG delivers to Borrower, loan commitments acceptable to Borrower, and paid upon initial funding of any portion of loan proceeds. In the event SFIG and Borrower by mutual consent either orally or in writing forego a formal written commitment and proceed with preparation of actual Loan documents, advance deposits, letters of intent, or other such actions precedent to closing or obtaining Loan funds in accordance with the Commitment, then such actions will constitute a commitment as referred to in the Commitment.

COOPERATING BROKER(S):

Tuttle & Company

Borrower acknowledges and agrees that a fee of (and not to exceed) 1% of the Loan amount is payable by the Borrower to the above-identified "Cooperating Broker" at closing of the Loan. Such fees **are not** included in the Loan Fee(s) to be paid to SFIG. Borrower hereby acknowledges and agrees that SFIG is not required to compensate the above-identified Cooperating Broker or otherwise collect a fee on behalf of such Cooperating Broker.

All brokers, agents and third party intermediaries are strictly independent, and are not authorized to represent SFIG as a company, nor make any statements of intent, policy, claims or promises on behalf of the company or any of its executives or staff. SFIG shall not be bound or obligated by, and no person shall take action in reliance upon, statements of any such independent third parties. Brokers represent their own clients to SFIG, and do not "represent" SFIG to any potential or current clients. All third party contracts and claims purporting to provide or include SFIG services, in whole or in part are willfully and knowingly fraudulent misrepresentations. Any retainers requested or received by or paid to any third parties are not received by SFIG, do not create a client relationship and do not cause the provisioning of or change in any SFIG services. All SFIG services are provided strictly in the context of a direct and contractual Financial Institution relationship.

**AUTHORIZATION FOR
LOAN FEES:**

Borrower/Titled Owner will irrevocably authorize SFIG to include the above Loan Fees as a part of the closing statement and pay SFIG, the Cooperating Broker, and/or their assigns, directly from Loan or funding proceeds the sum(s) as disclosed and directed on the closing statement. However, if any such Loan is funded without disbursing the applicable fees to SFIG, then Borrower shall be liable for payment of such fees to SFIG. In the event that Borrower accepts any loan terms, loan proceeds from any Investor(s) and/or Capital Partner(s) associated with Borrower by SFIG for any portion of the Subject Property or Project or any other phase thereof, regardless of whether the loan terms or type of financing accepted are different from those outlined herein or otherwise involve any other type of financing, the obligations of Borrower to pay SFIG the fees set forth herein shall remain in full force and effect, and all fees payable hereunder shall be deemed earned by SFIG upon acceptance of such loan terms or financing by Borrower.

COMMITMENT FEES:

A \$125,000 U.S.D. Conditional Commitment Fee shall be payable to SFIG at the execution of the Conditional Loan Commitment by Borrower and shall be credited against Loan Fees payable to SFIG at Loan Closing.

These monies shall be used solely for the purpose of the Conditional Loan Commitment request, inclusive of SFIG out of pocket costs for site visits, travel, lodging, car rental, internal underwriting and processing charges including overnight mail services, underwriting resources and personnel, etc., and are not allocated for third party report engagements.

In the event that the Borrower complies and qualifies with all of the underwriting requirements contained in the LOI and in the Loan Commitment, including the delivery of all the items, documents and conditions listed on the Exhibits "A" and "B" of the Commitment (collectively the "Exhibits") and any other documents or underwriting requirements that may be reasonably requested and necessary including resolution of any reasonable underwriting issues that may arise, at the discretion of SFIG, and are provided to SFIG in a "Timely Manner" and then if SFIG is unable to complete funding as stated herein, the Commitment Fee will be refundable within thirty (30) business days of receipt of written Termination of the Commitment minus any out-of-pocket costs. The Commitment Fee will be forfeited if one or more of the following occur:

Page 7 of 19

CONFIDENTIAL

Initials 

FS 00199

02830

- (i) The Borrower does not comply with or meet the above conditions and those conditions set forth in the LOI and in the Loan Commitment and in the Exhibits;
- (ii) The Borrower accepts or initiates financing for the Subject Property from any third party during the term of the Loan Commitment;
- (iii) Borrower terminates the Loan Commitment for any reason prior to the delivery of all required and subsequently requested Exhibit items and all required Exhibits;
- (iv) The Borrower loses ownership or control of the Subject Property through the action of law or for any other reason or act;
- (v) If at any time during underwriting and financial review SFIG shall determine that any of said material or information is in error or constitutes a misrepresentation or fraud, and such error, misrepresentation or fraud materially affects the ability of SFIG to provide the financing requested by Borrower and contained in the Letter of Intent or Loan Commitment;
- (vi) If the Market and/or Property Type where the Subject Property is located experiences significant and material market changes that affect the ability to fund within the prescribed guidelines in the LOI and Loan Commitment;
- (vii) If the Market and/or Property Type where the Subject Property is located experiences significant and material changes that affect the ability to fund as originally intended and the Borrower is not willing or able to accept revised loan structure(s), providing SFIG is able to offer revised terms;
- (viii) If Borrower is not timely (Timely Manner) in the delivery of required Exhibit documents, defined as received in SFIG offices within **120 calendar days** from execution of Commitment, exclusive of any open 3rd party reports, as determined by SFIG.

Page 8 of 19

CONFIDENTIAL

Initials 

FS 00200

02831

SITE VISITS:

Borrower agrees to make arrangements for the inspection(s) of the Subject Property as well as provide access to any Subject Property records that SFIG or its representatives deem reasonable or necessary both on site at Subject Property and at Borrowers' offices or place of business.

COSTS AND EXPENSES:

Borrower shall pay all additional costs and expenses incurred in connection with a Commitment and the preparation for and the closing of the Loan, whether the Loan is closed or not, including appraisal fees, market and feasibility studies, engineering examination fees, environmental audit fees, inspection fees, surveyor's fees, legal fees (including fees of legal counsel of Lender), lender loan fees and all out-of-pocket expenses related to the Loan. SFIG shall not bear any out-of-pocket expenses whatsoever in connection with a Commitment or any costs incurred by the Loan.

TIMING TO CLOSE:

Estimated at approximately 30-90 business days for closing after receipt of executed Loan Commitment and after receipt of all required Loan Exhibit documents for underwriting.

Final underwriting for approval of Loan Request will not be submitted, approved or completed by SFIG until all documents as required by the Exhibits, or subsequent Exhibit document(s) reasonably requested by SFIG, are received, reviewed and accepted by SFIG; or as determined by SFIG in its sole discretion.

REPORTS:

Approvals of the loan shall be conditioned upon satisfactory completion of the following in accordance with SFIG specifications and requirements:

General

- M.A.I. Self Contained Full Narrative Appraisal
(Current within previous 6 months)
- Engineering Report
- Environmental Report, Phase I or Phase II if necessary
- Independent 3rd party Market and Feasibility Study
- Site Inspection Report (SFIG to complete)
- Credit Reports
- Insurance Coverage Review Report
- Loan Commitment Exhibits

CONFIDENTIAL

Initials 

Construction Only

Required Permits and Approvals
Final Construction Budget
Architect Contract
Contractors Construction Contract.
All Consultants Contracts
ALTA Property Survey
Soils/Geological Study Report

Wherever possible, SFIG will attempt to use any existing and current third party report, subject to SFIG approval, current updates and letter of conveyance.

All 3rd party Reports, unless previously agreed to or accepted by SFIG, must be engaged and managed by SFIG within the appropriate timetable. If new reports are required Borrower cannot engage the report and if engaged Borrower does so at their own risk.

RIGHT TO RELY:

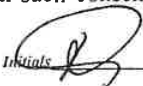
Borrower further understands and acknowledges that SFIG will rely on material and representations made by Borrower prior to the issuance of the Commitment and will rely on future material or information given or otherwise received by SFIG from Borrower or Borrower's Representative, Agent or Broker(s). Borrower agrees and acknowledges that all exhibits items are required and that no exhibit document or item as listed on the Exhibit at start of underwriting or subsequently added thereafter by SFIG for cause shall be waived, eliminated or determined to not be required except with the express written agreement of the same waiver by the Principal of Summit Financial and Investment Group, LLC. Borrower further agrees that if, at any time, SFIG shall determine that any of said material or information is in error or constitutes a misrepresentation, and such error or misrepresentation may materially affect the ability of SFIG to provide the financing requested by Borrower SFIG may, in its sole discretion, terminate the Commitment or modify its terms and conditions; or if Borrower is not timely (Timely Manner) in the delivery of required Exhibit documents, defined as received in SFIG offices within 120 calendar days from execution of Commitment, the Commitment Fee will become non-refundable.

ASSIGNMENT:

The Loan may not be assigned without prior written consent and approval by SFIG and payment of a 1% transfer fee plus all costs, fees and expenses incurred by Borrower or Assignee Borrower (including attorneys fees) in connection with such transfer, except that such consent

Page 10 of 19

CONFIDENTIAL

Initials 

FS 00202

02833

and fee shall not be required in the case of transfers by reason of death or operation of law. The assignee shall assume and agree to pay the indebtedness evidenced and secured by the Loan Documents (subject to a recourse provision contained therein) pursuant to documents reasonably required by SFIG.

Borrower may not assign their rights under this Letter of Intent or the Loan Commitment to other persons or legal entities without the prior written consent of SFIG and its Principals.

CONSTRUCTION START:

In the event the Borrower has started construction or intends to start construction on the Subject Property and expend its funds prior to loan approval and funding by SFIG the Borrower does so at its own risk. And all costs, payments, payables, liens or encumbrances or expenses incurred as a result of any delay of funding are the sole responsibility of the Borrower until such a time as SFIG approves, closes and funds the Loan based on the SFIG approved Budget. SFIG is not responsible or liable for any delays or expenses in providing financing occasioned by SFIG decisions not to make or fund the requested Loan/Investment.

UNDERWRITING REQUIREMENTS:

A Loan Commitment shall be conditioned upon satisfactory completion of the underwriting of the Loan Commitment Exhibits and completion and satisfactory review of the following:

(a) an M.A.I. Appraisal Report, Engineering Report, Environmental Report, 3rd party Feasibility Report and credit reports as set forth previously; and,

(b) acceptable validated operating statements (P&L's or Income Statements) for the Subject Property for the most recent prior three year period and current year to date and proforma operating budget for the first five years covering the proposed Loan period, and acceptable Borrower financial statements including concurrently dated Income Statement(s) and Balance Sheet(s) within the most recent sixty (60) day period; *all of which information Borrower agrees will be required and provided to SFIG on an ongoing monthly and availability basis and shall be provided by the Borrower routinely without prompting or demand by SFIG (If applicable to Subject Property).*

Initials 

- (c) inspections of the Subject Property by SFIG; and,
- (d) final determination that the underwritten proforma and/or annual net income operating income of the Subject Property, based in part on the financial statements set forth in (b) above is acceptable to SFIG; and,
- (e) no subordinate debt will be allowed without SFIG express written consent; and,
- (f) receipt and satisfactory review of all exhibits for Loan processing specified in Exhibit "A" attached to the SFIG Loan Commitment, and such other related documents with regard to the Subject Property and the Borrower as SFIG may request in writing (A copy of Exhibit "A" to the Loan Commitment and the Borrower Credit Authorization and Certification Form shall be attached to the Loan Commitment). *all of which information Borrower agrees will be required and provided to SFIG on an ongoing monthly and availability basis and shall be provided by the Borrower routinely without prompting or demand by SFIG.*
- (g) all Exhibits and documents which are part of any Exhibit shall be provided to SFIG on a timely basis. Exhibit documents may be provided by facsimile, email, courier, postal or hand delivery. *In the event any document is provided by facsimile or email to SFIG such document must also be provided in hard copy form in the highest quality available to Borrower, unless otherwise waived by SFIG. And such documents, even though may be used for underwriting purposes, shall not constitute full delivery and acceptance until hard copy of the same documents are received by SFIG either by courier, postal or hand delivery and in acceptable quality and condition. No final submission for any funding approval or consideration for credit approval shall be submitted by SFIG until such documentation has been received in acceptable format and quality.*
- (h) SFIG reserves its rights to any syndication of this loan and or its Loan Commitment or funding of the Commitment.

**ESCROWS FOR INTEREST
RESERVE, TAXES, INSURANCE:**

At the closing of the Loan, as a condition to disbursement of Loan proceeds to the Borrower, an escrow may be required from Loan proceeds one or more of the following:

Page 12 of 19

CONFIDENTIAL

Initials 

FS 00204

02835

(a) a loan in process debt service reserve account for debt service of the loan during the term of the Loan; and,

(b) amounts to pay currently due property taxes, other assessments and insurance premiums; and,

(c) appropriate reserves for scheduled or proposed future tenant improvements and leasing commissions and reserve to maintain future minimum Debt Service Coverage Ratio requirements.

**LOAN FEASIBILITY
AND REPAYMENT:**

The Borrower acknowledges that the intent of the loan is to be repaid according to the terms and conditions contained in the LOI and Conditional Commitment. Prior to final loan commitment SFIG will determine the feasibility of the project and the likelihood of the loan being repaid as a part of the underwriting process. If it is determined, by SFIG, that the project or loan is not feasible, which is to say it is unlikely that repayment will occur according to the terms and conditions in the LOI and Conditional Commitment, then SFIG retains the right to modify the loan terms in order to achieve feasibility. If modified loan terms cannot increase the feasibility of the loan or project SFIG retains the right to deny the loan. The Borrower acknowledges that if the aforementioned events occur or if any of the following events occur the loan may be denied and the Commitment Fee forfeit including but not limited to:

- (i) In the event of Subject Property acquisition, the purchase price exceeds the "As is," value as determined by third party independent MAI appraisal and/or the Subject Property is unable to meet debt service requirements per the terms and conditions of the LOI and Conditional Commitment.
- (ii) Regarding construction of the Subject Property, the total costs exceed the "as complete" value as determined by third party independent MAI appraisal and market feasibility report and/or the stabilized value as defined in the appraisal after Subject Property completion.
- (iii) Concerning existing properties, the Subject Property's historical and current trends in net operating income cannot support the debt service obligations contained in the LOI and Conditional Commitment and/or does not yield a value based upon capitalization rates, as determined by an

Page 13 of 19

CONFIDENTIAL



FS 00205

02836

independent third party MAI appraisal, which is sufficient per the terms and conditions of the LOI and Conditional Commitment.

- (iv) Relating to non-performing or under-performing properties, the Subject Property cannot obtain a sufficient value and/or NOI including any renovations or repositioning of the property as determined by an independent third party MAI appraisal and market feasibility report.

CLOSING REQUIREMENTS:

Closing and funding of the Loan will occur only upon the delivery to and approval by SFIG and our Legal Counsel of the following matters:

(a) title insurance and survey prepared in accordance with SFIG specifications; and,

(b) evidence of payment of all municipal charges and assessments, including real estate taxes, any outstanding liens; and,

(c) organizational documents and certificates of qualification of Borrower and, if applicable, the general partner of the Borrower; and,

(d) evidence of compliance with all laws, ordinances, rules and regulations applicable to the Subject Property, including zoning, building, environmental and land use matters; and,

(e) abatement, operations maintenance and/or repairs programs to be undertaken with respect to the matters set forth in the engineering and environmental reports; and,

(f) casualty, owner's risk, liability, rent/income interruption, flood (if applicable), worker's compensation, and earthquake insurance (if applicable) prepared in accordance with SFIG's specifications.

(g) Borrower acknowledges and agrees that; (a) SFIG shall be entitled to rely upon the information, materials, and representations provided or made by Borrower prior to execution of the Commitment, and (b) SFIG shall be entitled to rely upon all information, materials and representations provided or made by Borrower following execution of the Commitment in connection with this LOI. Borrower further agrees that if, at any time, SFIG determines that any of said materials, information or representations are in error or are false or do not support

Page 14 of 19

CONFIDENTIAL

initials 

FS 00206

02837

the funding requirements of this LOI and the Commitment, and such error, misrepresentations or information may materially affect the ability of SFIG to provide the financing requested by Borrower, SFIG may, in its sole discretion, terminate the Commitment.

LOAN DOCUMENTS:

The loan shall be evidenced, governed and secured by SFIG standard loan documents, which may be modified by the SFIG or its counsel or assigns to the extent necessary to reflect (i) laws and practices customary in the state where the Subject Property is located and (ii) special facts and circumstances as determined by SFIG. After the closing date, the terms of the Loan Documents shall supersede the terms of this Letter of Intent and the Loan Commitment.

UNDERWRITING DOCUMENTS:

All documents received in the process of underwriting shall remain in the possession of SFIG and is considered SFIG work product.

MODIFICATION OR TERMINATION:

Notwithstanding the issuance of a Letter of Commitment, SFIG may modify the amount or terms of Loan or may elect to terminate the commitment, at its option in the event that:

- (a) Borrower fails to complete the underwriting requirements set forth above and in the Commitment; and,
- (b) the reports, financial statements and analyses, and other underwriting requirements to be submitted by Borrower in accordance with underwriting requirements set forth above do not fully support the assumptions on which this Letter of Intent, an Commitment or a Letter of Commitment is based; and,
- (c) there is any material inaccuracy or there occurs any material adverse change in any information, adverse current market conditions that directly affect the Subject Property, representations or materials submitted or in support of the Commitment for the Loan, including any information, representations or materials reflecting the financial condition or the net operating income, future or present, of the Subject Property, Borrower, any general partner thereof or any Guarantor, or the default by any such party under any material obligation to any third party; and,
- (d) there shall occur any transfers of interests in the Borrower or the Subject Property; and;

CONFIDENTIAL

Initials 

(e) the Subject Property suffers material damage, waste or destruction; and,

(f) there shall be commenced or threatened against the Subject Property any eminent domain or taking proceeding; and,

(g) there occurs any event or circumstance which has a material adverse impact on the Borrower or the Subject Property or its value, including, without limitation, any material proceedings or actions pending or threatened against or adversely affecting the Borrower or the Subject Property; or,

(h) Borrower shall fail to satisfy the requirements of a Letter of Commitment in a Timely Manner; or,

(i) in the event that the Borrower or any general partner or key sponsor thereof shall become insolvent or make a general assignment for the benefit of creditors.

INVESTIGATION AND INQUIRIES:

The undersigned hereby authorizes SFIG to conduct such investigations and inquiries as to its credit, operations, the Subject Property, the Borrower and/or its Principals, affiliates and the collateral as well as all necessary inquiries with any governing municipality or agency as to the current condition of, but not limited to the Subject Property's zoning, entitlements, approvals and permits as shall be necessary or desirable in connection with the Loan and monitoring of the Loan, if made including but not limited to credit references, credit reports or background checks. By this authorization, persons of whom SFIG may make such inquiry are empowered by the undersigned to cooperate with and supply all requested information to SFIG

CONFIDENTIALITY:

SFIG and Borrower/Applicant (Applicant) agree not to disclose any Confidential Information at any time with any third party, entity or business not directly related to this transaction and the Subject Property other than as provided for as follows:

It is acknowledged by SFIG and the Applicant that the Confidential Information to be furnished is in all respects confidential in nature, and that any disclosure or use of the same by either SFIG or Applicant, except as provided in the Letter of Intent (LOI) or Conditional Commitment, may cause serious harm or damage to its owners and officers. Therefore, SFIG, the Applicant, their officers, agents, and

Page 16 of 19

CONFIDENTIAL

FS 00208

02839

assigns agree that both SFIG and Applicant will not use the Confidential Information furnished and mutually exchanged for any purpose other than as stated in the LOI and Conditional Commitment, and agree that the Receiving Party, SFIG or Applicant, will not either directly or indirectly by agent, employee, assigns or representative, disclose this Information, either in whole or in part, to any third party; provided, however that (a) the Information furnished may be disclosed only to those directors, officers and employees of the Receiving Party and to the Receiving Party's advisors or their representatives who need such Information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by the Receiving Party of the confidential nature of such information and shall be directed by the Receiving Party to treat such Information confidentially), and (b) any disclosure of the information may be made to which Disclosing Party consents in writing.

MISCELLANEOUS:

SFIG shall be under no obligation to make a loan unless all of the requirements of this LOI or the Commitment have been fully satisfied. **Time is of the essence with respect to all dates, periods of time and expressions of interest set forth in this Letter of Intent.**

Issuance of this Letter of Intent is not a commitment to make or close a loan and it is not a certification or final acceptance of the materials and documents provided by the Borrower and available to SFIG at the issuance of this Letter of Intent or the Commitment. Any final loan submission and/or Loan Commitment will be subject to the receipt and acceptance by SFIG of all of the requisite documents required in the Commitment and its Exhibits or additional documentation as reasonably required of the Borrower during underwriting and financial review.

(Please be advised that incoming phone calls to SFIG may be recorded or monitored for quality assurance and accuracy.)

ENTIRE AGREEMENT:

This Letter of Intent (LOI) and any Conditional Commitment to be issued, Exhibits A, B or C (and any documents referred to in them) contains the whole agreement between the Parties relating to the transactions contemplated by this transaction and supersedes all previous understandings and agreements between the Parties relating to the agreements. Each Party acknowledges that, in agreeing to enter into this Letter of Intent Agreement, it has not relied on any representation,

Page 17 of 19

CONFIDENTIAL

Initials 

FS 00209

02840

warranty, collateral contract or other assurance (except those set out in this Agreement and any documents referred to in it) made by or on behalf of any other Party or any other person whatsoever before the execution of this Agreement. Each Party waives all rights and remedies which, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this Clause shall limit or exclude any liability for wilful misconduct or fraud.

EXPIRATION:

This Letter of Intent shall expire on FRIDAY, SEPTEMBER 2ND, 2016.

After this date this Letter of Intent shall be of no force or effect and all terms, rates and conditions will be withdrawn.

If this Letter of Intent explaining the currently available terms and conditions of the proposed loan are acceptable - SFIG is prepared to issue a Loan Commitment and proceed forward with the underwriting process for this project. Please acknowledge your understanding of the above terms by executed this Letter of Intent below. If this is not acceptable or if it is believed that needed modifications are required or suggested to this Letter of Intent please call us directly to discuss possible changes and/or to see if a short extension has merit in the interim.

DO NOT SIGN THIS AGREEMENT IF YOU ARE NOT IN FULL ACCORDANCE WITH ITS TERMS AND CONDITIONS.

I/We understand and accept the stated parameters, terms and condition of the Letter of Intent and by signature authorize SFIG to issue a Loan Commitment with the required Exhibits.

(PRINT or WRITE LEGIBLY)

Company/Borrower: Front Sight Management, LLC
Borrower/Contact: Dr Ignatius Piazza
Title: Managing Member
Address: PO Box 1700
City, State, Zip: Windsor, CA 95492

Page 18 of 19

CONFIDENTIAL

Initials 

FS 00210

02841

Office Phone: 831 325 1679

Fax: 707 837 0714

Cell Phone: ~~707 837-0603~~

Email: Ignatius@Frontsight.com

Signature: 

Date Signed: 9/2/15

If there questions or comments, we are interested in hearing from you directly. Or, if you wish, you are welcome to visit our office in person to discuss the financing.

We do look forward to working with you on this financing.

Sincerely,



Ben Powell
Loan Officer

For and in behalf of:

Summit Financial and Investment Group, LLC
10421 South Jordan Gateway
Suite 600
South Jordan, Utah 84095
Office: (801) 944-4320
Fax: (801) 944-4322
sfig@sfig.com

Page 19 of 19

CONFIDENTIAL

Initials 

FS 00211

02842