

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
Sep 11 2020 04:29 p.m.
Dist. Ct. Case No: A-18-781084-B Elizabeth A. Brown
Clerk of Supreme Court

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Defendant Las Vegas Development Fund, LLC’s
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Defendant Las Vegas Development Fund LLC’s
Opposition to Motion to Seal and/or Redact portions
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Defendant Las Vegas Development Fund LLC’s
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Defendants’ Answer to Plaintiff’s Second Amended
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Defendants’ Answer to Plaintiff’s Second Amended
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Defendants’ Opposition to Plaintiff’s Motion to
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and Lucas Horsfall, Murphy & Pindroh, LLP
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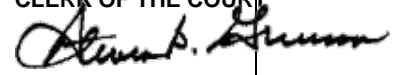
Notice of Entry of Order on Plaintiff’s Motion for Preliminary Injunction (01/17/2019)	II	0323-0327
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9	Signature Bank, Open Bank and Bank of Hope)		
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COMP
John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146
Telephone: (702) 853-5490
Facsimile: (702) 227-1975
Attorneys for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

A-18-781084-B

CASE NO.:
DEPT NO.: Department 16

vs.

COMPLAINT

LAS VEGAS DEVELOPMENT FUND LLC, a
Nevada Limited Liability Company; EB5
IMPACT CAPITAL REGIONAL CENTER
LLC, a Nevada Limited Liability Company;
EB5 IMPACT ADVISORS LLC, a Nevada
Limited Liability Company; ROBERT W.
DZIUBLA, individually and as President and
CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; DOES 1-10, inclusive; and ROE
CORPORATIONS 1-10, inclusive,

Defendants.

Plaintiff FRONT SIGHT MANAGEMENT LLC by and through its attorneys, John P.
Aldrich, Esq. and Catherine Hernandez, Esq., of the Aldrich Law Firm, Ltd., hereby complains

1 and alleges against Defendants LAS VEGAS DEVELOPMENT FUND LLC, a Nevada Limited
2 Liability Company; EB5 IMPACT CAPITAL REGIONAL CENTER LLC, a Nevada Limited
3 Liability Company; EB5 IMPACT ADVISORS LLC, a Nevada Limited Liability Company;
4 ROBERT W. DZIUBLA, individually and as President and CEO of LAS VEGAS
5 DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; JON FLEMING,
6 individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT
7 ADVISORS LLC; DOES 1-10, inclusive; and ROE CORPORATIONS 1-10, inclusive, as
8 follows:

9 **PARTIES**

10 1. Plaintiff FRONT SIGHT MANAGEMENT LLC (“Front Sight” or “Plaintiff”) is
11 a limited liability company, duly formed, organized and existing under the laws of the state of
12 Nevada and conducting business in Clark County, Nevada.

13 2. Defendant LAS VEGAS DEVELOPMENT FUND LLC (“LVDF”), is and at all
14 relevant times mentioned herein, was, a Nevada limited liability company, transacting business
15 in the State of Nevada.

16 3. Defendant EB5 IMPACT CAPITAL REGIONAL CENTER LLC (“EB5IC”) is
17 and at all relevant times mentioned herein, was, a Nevada limited liability company, transacting
18 business in the State of Nevada.

19 4. Defendant EB5 IMPACT ADVISORS LLC (“EB5IA”), is and at all relevant
20 times mentioned herein, was, a Nevada limited liability company, transacting business in the
21 State of Nevada.

1 5. Upon information and belief, Defendant ROBERT W. DZIUBLA (“Dziubla”),
2 individually and as President and CEO of LAS VEGAS DEVELOPMENT FUND LLC and EB5
3 IMPACT CAPITAL REGIONAL CENTER LLC, is and at all relevant times mentioned herein,
4 was, a resident of California, transacting substantial business in the State of Nevada and
5 maintaining numerous and frequent contacts with Nevada.

6 6. Upon information and belief, Defendant JON FLEMING (“Fleming”),
7 individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT
8 ADVISORS LLC, is and at all relevant times mentioned herein, was, a resident of California,
9 transacting substantial business in the State of Nevada and maintaining numerous and frequent
10 contacts with Nevada.

11 7. The true names and capacities of Defendant DOES I through V are unknown to
12 Plaintiff, and Plaintiff therefore sues said Defendants by said fictitious names. Plaintiff is
13 informed and believes, and thereupon alleges that each of the Defendants designated as DOE is
14 responsible in some manner for the events and happenings referred to and caused the damages to
15 plaintiff as alleged and Plaintiff will ask leave of this court to amend this complaint to insert the
16 true names and capacities of DOES I through V when they are ascertained by Plaintiff together
17 with appropriate charges and allegations to join such Defendants in this action.

18 8. The trues names and capacities of Defendants ROE Corporations I through V are
19 unknown to Plaintiff, and Plaintiff therefore sues said Defendants by said fictitious names.
20 Plaintiff is informed and believe, and thereupon alleges that each of the Defendants designated as
21 ROE Corporations I through V is responsible in some manner for the events and happenings
22 referred to and caused the damages to Plaintiff as alleged, and Plaintiff will ask leave of this
23 court to amend this Complaint to insert the true names and capacities of ROE Corporations I
24

1 through V when they are ascertained by Plaintiff together with appropriate charges and
2 allegations to join such Defendants in this action.

3 **GENERAL ALLEGATIONS**

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

6 9. As reflected in email correspondence between Defendant Dziubla and Front Sight
7 officers dated August 27, 2012, as early as August of 2012, Defendant Dziubla, on behalf of
8 what eventually became LFDF, EB5IC, and EB5IA, made representations to Front Sight that
9 Defendant Dziubla and his associates had the ability, experience and networking breadth with
10 Chinese investors to enable Defendant Dziubla "to put together a financing package for some, or
11 perhaps all, of the \$150 million you [Front Sight] were seeking to raise." This material
12 representation proved to be false.

13 10. In a proposal letter dated September 13, 2012, Defendant Dziubla, then as
14 President and CEO of Kenworth Capital, represented to Front Sight that, provided Front Sight
15 agreed to pay "upfront fees" of \$300,000 to cover Defendant Dziubla's "direct out-of-pocket cost
16 to do an EB-5 raise," Defendant Dziubla would "be able to structure the \$65 million of EB-5
17 financing as non-recourse debt secured only by a mortgage on the property. Thus, no personal
18 guaranties or other collateral were required from Dr. Piazza or Front Sight. This non-recourse
19 element of the EB-5 financing is truly extraordinary." These material representations –
20 particularly regarding the amount – were false.

21 11. The structure chart attached to that proposal letter contemplated "130 foreign
22 investors," "\$500,000 from each investor," and a "\$65 million loan" for the development and
23 construction of the Front Sight Resort Project.
24

1 12. In said letter, Defendant Dziubla represented that Defendant Dziubla’s “partners,
2 Empyrean West (Dave Keller and Jay Carter), are the owners and managers of a USCIS-
3 approved regional center, Liberty West Regional Center, through which we will invest the \$65
4 million of EB-5 funding.”

5 13. In that same proposal letter, Defendant Dziubla further represented to Front Sight:

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

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

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

27 14. These material representations were made to induce Front Sight into trusting its
28 project to Defendants. In that same letter, Defendant Dziubla also represented to Front Sight that
29 “EB-5 funding initiatives typically take 5 – 8 months before first funds are placed into escrow
30 with the balance of the funds being deposited during the next 6 – 8 months. This sort of extended
31 timing seems to be compatible with Front Sight’s development timeline given our discussions.”
32 These material representations were false.

1 15. After multiple exchanges of email correspondence and several meetings,
2 Defendant Dziubla represented to Front Sight that Defendant Dziubla and his partners were
3 working on a proposal for “the creation of a new regional center for the Front Sight project and
4 the raise of up to \$75m (interest reserve included) of EB-5 immigrant investor financing.” This
5 \$75 million raise never materialized.

6 16. On February 8, 2013, as President & CEO of EB5 Impact Advisors LLC
7 (“EB5IA”), Defendant Dziubla submitted a revised proposal (the “Engagement Letter”) to Front
8 Sight for the engagement of EB5IA to perform services in connection with the raising of \$75
9 million of debt financing for Front Sight to expand its operations through the EB-5 immigrant
10 investor program supervised by the USCIS, said services to include, amongst other, engaging the
11 services of other professionals to achieve the establishment of the EB5 Impact Capital Regional
12 Center covering Nye County, Nevada, and with approved job codes encompassing the Front
13 Sight resort project; to prepare the business plan and economic impact analysis for both the
14 Regional Center and the Front Sight Resort Project as the exemplar transaction for the Regional
15 Center; preparing the offering documentation and making presentations to prospective investors
16 to obtain commitments for the contemplated financing.

17 17. Based on Mr. Dziubla and Mr. Fleming’s representations, Dr. Ignatius Piazza,
18 Front Sight’s principal, and Plaintiff Front Sight believed that an EB5 Regional Center was the
19 best way to raise the required capital to complete the Front Sight project within the time frames
20 represented by Defendants. The use of EB-5 funds would be from government-vetted foreign
21 investors who believed in Front Sight’s purpose to positively change in the image of gun
22 ownership, with the added benefit that the Front Sight investors could also enjoy the freedoms of
23 participating in the Front Sight project with their families while securing a United States visa.

1 This “win-win” situation would be good for Front Sight, good for the country, and good for the
2 investors and their families. Such a project would also create much-needed jobs in the rural area
3 surrounding Pahrump, Nevada, another important goal of Plaintiff Front Sight.

4 18. After negotiating a few changes, Front Sight placed its trust in Defendant Dziubla
5 and his team and executed the Engagement Letter in February of 2013.

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

7 19. After many months of intense work, much of which was completed by Front Sight
8 or Front Sight’s agents, with all costs and expenses covered by Front Sight, the application for
9 approval of the Regional Center was filed on April 15, 2014.

10 20. During the extended period of waiting for the approval of the Regional Center and
11 the Exemplar Project, more promises and representations were made by Dziubla with respect to
12 the rapidity of the EB-5 raise, including the following misrepresentation:

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

16 21. After many more months of intense follow-up by all concerned parties, including
17 Front Sight, the Regional Center and Exemplar Project were approved by the USCIS on July 27,
18 2015.

19 22. Shortly thereafter, marketing efforts allegedly began by Defendant Dziubla, and
20 others engaged by Defendant Dziubla, with Front Sight continuing to pay for all related costs and
21 expenses.

22 23. The results of those alleged efforts have fallen dramatically short, both of the \$75
23 million raise that Front Sight had been induced to expect, and of the reduced maximum \$50
24

1 million raise that subsequently Defendant Dziubla asked Front Sight to accept, long after Front
2 Sight had been induced into incurring, and had in fact incurred, approximately \$300,000 in costs
3 and expenses in connection with such raise.

4 24. A pattern was established of asking Front Sight to advance funds for travel and
5 marketing expenses by Defendant Dziubla and other members of Defendant Dziubla's team,
6 including Jon Fleming, and then not delivering even a modest amount of EB-5 investor funds as
7 promised. Moreover, Defendants repeatedly failed and refused to provide any documentation or
8 receipts to Plaintiff Front Sight that demonstrated how Front Sight's money – which had been
9 provided to Defendants and earmarked for marketing – had been used, if it was used for
10 marketing at all. (For example, on August 11, 2015, Dziubla wrote to Front Sight's
11 representative: "We look forward to having the \$53.5k deposited into our Wells Fargo account
12 tomorrow. Front Sight is the ONLY EB5 project we are handling and of course receives our full
13 and diligent attention. Our goal is most assuredly to have the minimum raise of \$25m (50
14 investors) subscribed by Thanksgiving.") Despite repeated requests for an accounting of how
15 Defendants were spending Front Sight's money, Defendants repeatedly refused to provide any
16 accounting.

17 25. In apparent contradiction of Defendant Dziubla's representation that "Front Sight
18 is the ONLY EB5 project we are handling and of course receives our full and diligent attention,"
19 on Defendants' website eb5impactcapital.com, Defendants have posted an open invitation to
20 other developers seeking EB-5 funding for their respective projects to contact Defendants
21 regarding their EB-5 fundraising services.

1 26. In October of 2015, Defendant Dziubla alluded to a “minimum raise of \$25
2 million” in multiple email correspondence related to Front Sight’s negotiation of a construction
3 loan agreement.

4 27. In response to Front Sight’s repeated expressions of concern with the slow pace of
5 securing investors for their EB-5 program, on December 16, 2015 Defendant Dziubla wrote the
6 following, which proved to be false: “With regard to the timeline, we may still be able to achieve
7 the minimum raise of \$25m by January 31 and thereupon begin disbursing the construction loan
8 proceeds to you, but a more realistic date might be February 8. Why that date you ask? Because
9 the Christmas holidays and January 1st new year holiday are rather insignificant in China and,
10 importantly, February 8 is the start of the Chinese New Year. Chinese people like to conclude
11 their major business decisions before the start of that 2 – 3 week holiday period, so we expect to
12 see interest in the FS project growing rapidly over the next couple of weeks with interested
13 investors getting their source and path of funds verification completed in January so that they can
14 make the investment by February 8.”

15 28. On January 4, 2016, in reply to Front Sight’s query as to whether the “minimum
16 raise of \$25 million” would be achieved by February 8, as Defendant Dziubla had
17 misrepresented, Defendant Dziubla wrote:

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

 “With regard to timing, based on discussions with our agents over the past
few days, including today, it looks like we may have 5 – 10 investors into escrow
by February 8, with an additional 20 – 30 in the pipeline. The Chinese New year

1 commences on February 8, so the market will essentially shut down for about two
2 weeks, and then the investors will gradually return to work. The agents are saying
3 that investors who have not already decided on the project by February 8 will
4 contemplate it over the Chinese New Year and discuss it with their family, as it
5 entails the fundamental life change of leaving their homeland and moving to the
6 USA. We are pushing our agents hard to have 50 investors into escrow by
7 February 29. Once we have the 50 investors into escrow with the Minimum Raise
8 achieved, we will disburse the initial \$18.75m to you and then continue with the
9 fundraising, which is likely to accelerate since it has a snowball type of effect. As
10 the funds continue to come into escrow, we will continually disburse them to you.
11 (See the Oct. 20 email.) Given that the current EB-5 legislation expires on
12 September 30, 2016, at which time the minimum investment amount will most
13 likely increase to \$800k, we highly anticipate that we will have raised the full
14 \$75m by then.”

15 29. On January 31, 2016, in response to Front Sight’s question as to how many
16 “actual investors” with \$500,000 in investment funds into escrow it had to date – and just 9 days
17 before Defendant Dziubla had promised to have \$25M available – Defendant Dziubla responded:
18 “Two.” This statement was true.

19 30. From the inception of Defendant Dziubla’s alleged marketing efforts, Defendant
20 Dziubla consistently refused Front Sight’s requests to have direct contact with parties reportedly
21 and purportedly performing services to find EB-5 investors, including King Liu and Jay Li,
22 principals of the Sinowel firm.

23 31. From time to time Defendant Dziubla announced various purported alliances and
24 associations with brokers and sales representatives in various regions with reported growing
“pipelines,” but in the end, more than three years after the USCIS approval, and after Front Sight
had paid at least \$512,500 in fees and expenses, Front Sight has only received \$6,375,000 in
Construction Loan disbursements. Defendants continued to refuse to account for what efforts
they allegedly put forth to meet their obligations or how they were spending Front Sight’s
expense advances.

1 32. Notwithstanding the aforementioned lack of transparency on the part of
2 Defendants, and in a good-faith effort to promote the ongoing marketing of the EB-5 program, as
3 of November 15, 2016, Front Sight agreed to a modified version of Defendant Dziubla's request
4 of advancing Defendant Dziubla \$8,000 per month for marketing expenses, in detrimental
5 reliance on Defendant Dziubla's representation that the local/regional agents for the investors
6 "were taking it all." Defendants continued to refuse to provide an accounting and repeatedly
7 refused to permit Plaintiff's representatives to speak with the local/regional agents Defendants
8 purportedly were conversing with.

9 33. Furthermore, when Defendant Dziubla was soliciting Front Sight to pay for the
10 Regional Center, Front Sight requested to be an owner of EB5IC since Front Sight was paying
11 for it, but Defendant Dziubla responded that USCIS would not allow it and would look
12 unfavorably on a developer owning a regional center. This statement was false.

13 34. When Front Sight asked for full disclosure on the financial arrangements with the
14 various agents and brokers Defendant Dziubla claimed to have in place, Defendant Dziubla
15 represented to Front Sight that said agents require strict confidentiality on all financial
16 arrangements with the regional center and thus Defendant Dziubla could not disclose to Front
17 Sight the financial splits. Front Sight has recently learned from an experienced and reputable
18 industry consultant that these representations are not true.

19 35. In reality, developers often own the regional centers handling their projects, and
20 financial arrangements, and the brokers and agents are normally transparent and regularly
21 disclosed to the developers.

22 36. Defendant Dziubla either knew or should have known that Front Sight, as
23 developers, could have owned the Regional Center that Front Sight paid for, but for Defendant
24

1 Dziubla’s misrepresentation that this would not be acceptable to the USCIS. Defendant Dziubla
2 made these misrepresentations due to his own greed and desire to attempt to usurp Front Sight’s
3 opportunity.

4 37. Defendant Dziubla also either knew or should have known that Front Sight, as
5 developers, was and is entitled to full disclosure of the financial arrangements that Defendant
6 Dziubla has made or is making with agents and brokers who produce investors for the EB-5
7 investor program for Front Sight’s Project.

8 38. On July 31, 2018, in an attempt to trigger default interest rates on the construction
9 loan, for its own gain and the personal gain of Mr. Dziubla, and in an attempt to intimidate Front
10 Sight and to cover up Defendants’ own wrongful conduct, Defendant LVDF delivered a
11 document to Front Sight entitled “Notice of Multiple Defaults / Notice of Inspection / Monthly
12 Proof of Project Costs,” (“the Notice”) which document was signed by Defendant Dziubla. Said
13 notice alleges breach by Front Sight of that certain Construction Loan Agreement dated October
14 6, 2016 (the “Original Loan Agreement”), that certain First Amendment to Loan Agreement
15 dated July 1, 2017 (the “First Amendment”), and that certain Second Amendment to Loan
16 Agreement dated February 28, 2018 (the “Second Amendment”; collectively, the Original Loan
17 Agreement, the First Amendment and the Second Amendment may be referred to as the
18 “Construction Loan Agreement”).

19 39. Defendants have not alleged any monetary defaults on the part of Front Sight, and
20 indeed none exist. Defendants have, however, alleged administrative defaults, all of which Front
21 Sight has refuted. Defendants have alleged these administrative defaults in an attempt to
22 alleviate Defendants’ responsibility for its repeated failure to obtain the funding they have
23 repeatedly misrepresented they would – in clear breach of Defendants’ duties under the
24

1 agreements – and as an attempt to usurp Plaintiff Front Sight’s opportunity and Defendants’
2 misguided and greed-driven attempt to take possession of Front Sight’s property.

3 40. Defendants’ position as set forth in the alleged Notice of Default is frivolous and
4 ignores the fact that Defendants have grossly breached their agreements with Plaintiff. Not
5 surprisingly, Defendants’ absurd position also ignores well-established Nevada law that the party
6 who commits the first breach of a contract cannot maintain an action against the other for a
7 subsequent failure to perform, and cannot seek damages against the other party for harm it has
8 caused – and Defendants have caused an immense amount of harm to Plaintiff.

9 41. In a 19-page response to the Notice, Front Sight addressed each and every alleged
10 administrative default, clearly refuting each and every issue asserted by Defendants.

11 42. On August 24, 2018, Defendant LVDF delivered a second document to Front
12 Sight entitled “Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project
13 Costs,” (“the Second Notice”) which document was again signed by Defendant Dziubla. Said
14 notice responded to portions of Front Sight’s 19-page response, and again alleged administrative
15 breach by Front Sight of the Construction Loan Agreement.

16 43. Defendants still have not alleged any monetary defaults on the part of Front Sight,
17 and indeed none exist.

18 44. In a 4-page response to the Notice dated August 25, 2018, Front Sight again
19 addressed each and every alleged default, clearly refuting each and every issue asserted by
20 Defendants.

21 45. On August 28, 2018, Defendant LVDF delivered a third document to Front Sight
22 entitled “Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project Costs,”
23 (“the Third Notice”) which document was again signed by Defendant Dziubla. Said notice
24

1 responded to portions of Front Sight’s 4-page response of August 25, 2018, and again alleged
2 administrative breach by Front Sight of the Construction Loan Agreement.

3 46. Defendants still have not alleged any monetary defaults on the part of Front Sight,
4 and indeed none exist.

5 47. In addition to the contractual relationship between Front Sight and Defendants,
6 Defendants have a fiduciary responsibility to Front Sight, due to the special relationship of trust
7 between Front Sight and Defendants.

8 48. Upon information and belief, given the utter lack of results despite receiving well
9 over \$500,000 in advances from Front Sight to pay for Defendants’ alleged marketing efforts and
10 Defendants’ repeated failure and refusal to account for the money Front Sight has advanced, it
11 appears Defendants have misappropriated Front Sight’s funds to uses other than those for which
12 they were intended.

13 49. Additionally, pursuant to page 3, paragraph (a) of the Engagement Letter, Plaintiff
14 was to have its payment of \$36,000 to EB5IA offset against the first interest payments made to
15 Defendants. However, Plaintiff has made all of its interest payments in full, yet Defendants have
16 refused to return the \$36,000 or provide an offset, despite demand from Plaintiff that Defendants
17 do so. Consequently, and because of Defendants’ continued refusal to provide an accounting of
18 Plaintiff’s funds, Plaintiff believes those funds may have been misappropriated to uses outside
19 their authorized use.

20 50. Plaintiff has recently learned that Defendants Dziubla and Fleming have dissolved
21 Defendant EB5IA without notifying Plaintiff, and upon information and belief, without notifying
22 the USCIS. This increases Plaintiff’s concerns about how its funds have been used.

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FOURTH CAUSE OF ACTION
(Receivership)

1
2 71. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
3 through 70 of this Complaint as though set forth fully herein at length.

4 72. NRS 32.010 permits the Court to grant extraordinary relief in certain
5 circumstances, as set forth in the statute. Defendants have learned that Defendant EB5IA has
6 been dissolved, requiring appointment of a Receiver pursuant to statute.

7 73. Plaintiff is entitled to the relief sought herein, and in order for Plaintiff to obtain
8 relief, a Receiver must be appointed to enjoin Defendants from engaging in the conduct
9 described herein.

10 74. As set forth in great detail above, Defendants are violating Plaintiff's rights
11 respecting the subject of this action, including but not limited to refusing to provide an
12 accounting of how Plaintiff's funds have been spent, refusing to return or provide an offset for
13 \$36,000 as required by the Engagement Letter, and surreptitiously dissolving Defendant EB5IA.
14 Consequently, appointment of a Receiver is appropriate.

15 75. As a direct and proximate result of the Defendants' acts, Plaintiff has been
16 damaged in an amount to be proven at trial, including actual and presumed damages. In order to
17 ensure Plaintiff does not suffer additional damage, Defendants' conduct, as described herein,
18 must be enjoined and a Receiver must be appointed.

19 76. Plaintiff has been required to retain the services of an attorney to prosecute this
20 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
21 herein.

22 ///

23 ///

1 **FIFTH CAUSE OF ACTION**
2 **(Accounting)**

3 77. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
4 through 76 of this Complaint as though set forth fully herein at length.

5 78. As set forth above, Defendants have demanded hundreds of thousands of dollars
6 from Plaintiff Front Sight, which funds were supposed to be dedicated to specific uses.

7 79. Plaintiff has repeatedly demanded that Defendants account for how the money
8 and/or property was used, but Defendants have repeatedly refused.

9 80. Plaintiff demands that Defendants account for each and every dollar taken and
10 used by Defendants’

11 81. Plaintiff has been required to retain the services of an attorney to prosecute this
12 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
13 herein.

14 **SIXTH CAUSE OF ACTION**
15 **(Civil Conspiracy)**

16 82. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
17 through 81 of this Complaint as though set forth fully herein at length.

18 83. Defendants acted together to accomplish their unlawful objective for the purpose
19 of harming Plaintiff.

20 84. As a direct and proximate result of the Defendants’ acts, Plaintiff has been
21 damaged in an amount to be proven at trial.

22 85. Plaintiff has been required to retain the services of an attorney to prosecute this
23 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
24 herein.

SEVENTEENTH CAUSE OF ACTION
(Declaratory Relief)

1
2 150. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
3 through 149 of this Complaint as though set forth fully herein at length.

4 151. Plaintiff Front Sight and Defendants entered into written contracts, namely the
5 engagement letter in February 2013 and, beginning in October 2016, Construction Loan
6 Agreement.

7 152. Plaintiff Front Sight has performed its obligations under the terms of the contract.

8 153. Defendants have breached the contracts as set forth above, including serving
9 bogus Notices of Default.

10 154. Notwithstanding its receipt of all three of Plaintiff Front Sight's responses to the
11 Notices of Default, Defendants have refused to acknowledge its nefarious conduct and claims
12 that it will move forward with seeking its alleged legal remedies under the Construction Loan
13 Agreement.

14 155. Accordingly, Plaintiff seeks declaratory relief against all Defendants confirming
15 that Plaintiff is not in default, and that Defendants cannot proceed with seeking legal remedies
16 under the Construction Loan Agreement.

17 156. Plaintiff has been required to retain the services of an attorney to prosecute this
18 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
19 herein.

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23 ///

1 **PRAYER FOR JUDGMENT**

2 WHEREFORE, Plaintiff prays for Judgment as follows:

3 (a) For Judgment in favor of Plaintiff and against Defendants, and each of them, in
4 the amount excess of Fifteen Thousand Dollars (\$15,000.00) is now due and payable, subject to
5 proof at trial;

6 (b) For appointment of a receiver;

7 (c) For injunctive relief as set forth herein;

8 (d) For declaratory relief as set forth herein;

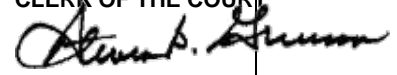
9 (e) For attorneys' fees and cost of suit incurred herein; and

10 (f) For such other relief as the Court may deem just and proper;

11 DATED this 14th day of September, 2018.

12 **ALDRICH LAW FIRM, LTD.**

13 /s/ John P. Aldrich
14 John P. Aldrich, Esq.
Nevada Bar No. 6877
15 Catherine Hernandez, Esq.
Nevada Bar No. 8410
16 1601 S. Rainbow Boulevard, Suite 160
Las Vegas, NV 89146
17 Tel (702) 853-5490
18 Fax (702) 226-1975
Attorneys for Plaintiff



1 **ACOM**
John P. Aldrich, Esq.
2 Nevada Bar No. 6877
Catherine Hernandez, Esq.
3 Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
4 1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146
5 Telephone: (702) 853-5490
Facsimile: (702) 227-1975
6 *Attorneys for Plaintiff*

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10 Plaintiff,

11 vs.

12 LAS VEGAS DEVELOPMENT FUND LLC, a
13 Nevada Limited Liability Company; EB5
IMPACT CAPITAL REGIONAL CENTER
14 LLC, a Nevada Limited Liability Company;
EB5 IMPACT ADVISORS LLC, a Nevada
15 Limited Liability Company; ROBERT W.
DZIUBLA, individually and as President and
16 CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
17 LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
18 FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
19 as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
20 IMPACT ADVISORS LLC; CHICAGO TITLE
COMPANY, a California corporation; DOES 1-
21 10, inclusive; and ROE CORPORATIONS 1-
10, inclusive,

22 Defendants.
23
24

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

AMENDED COMPLAINT

1 Plaintiff FRONT SIGHT MANAGEMENT LLC by and through its attorneys, John P.
2 Aldrich, Esq. and Catherine Hernandez, Esq., of the Aldrich Law Firm, Ltd., hereby complains
3 and alleges against Defendants LAS VEGAS DEVELOPMENT FUND LLC, a Nevada Limited
4 Liability Company; EB5 IMPACT CAPITAL REGIONAL CENTER LLC, a Nevada Limited
5 Liability Company; EB5 IMPACT ADVISORS LLC, a Nevada Limited Liability Company;
6 ROBERT W. DZIUBLA, individually and as President and CEO of LAS VEGAS
7 DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; JON FLEMING,
8 individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT
9 ADVISORS LLC; LINDA STANWOOD, individually and as Senior Vice President of LAS
10 VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; CHICAGO
11 TITLE COMPANY, a California corporation; DOES 1-10, inclusive; and ROE
12 CORPORATIONS 1-10, inclusive, as follows:

13 **PARTIES**

14 1. Plaintiff FRONT SIGHT MANAGEMENT LLC (“Front Sight” or “Plaintiff”) is
15 a limited liability company, duly formed, organized and existing under the laws of the state of
16 Nevada and conducting business in Clark County, Nevada.

17 2. Defendant LAS VEGAS DEVELOPMENT FUND LLC (“LVDF”), is and at all
18 relevant times mentioned herein, was, a Nevada limited liability company, transacting business
19 in the State of Nevada.

20 3. Defendant EB5 IMPACT CAPITAL REGIONAL CENTER LLC (“EB5IC”) is
21 and at all relevant times mentioned herein, was, a Nevada limited liability company, transacting
22 business in the State of Nevada.

1 4. Defendant EB5 IMPACT ADVISORS LLC (“EB5IA”), is and at all relevant
2 times mentioned herein, was, a Nevada limited liability company, transacting business in the
3 State of Nevada.

4 5. Upon information and belief, Defendant ROBERT W. DZIUBLA (“Dziubla”),
5 individually and as President and CEO of LAS VEGAS DEVELOPMENT FUND LLC and EB5
6 IMPACT CAPITAL REGIONAL CENTER LLC, is and at all relevant times mentioned herein,
7 was, a resident of California, transacting substantial business in the State of Nevada and
8 maintaining numerous and frequent contacts with Nevada.

9 6. Upon information and belief, Defendant JON FLEMING (“Fleming”),
10 individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT
11 ADVISORS LLC, is and at all relevant times mentioned herein, was, a resident of California,
12 transacting substantial business in the State of Nevada and maintaining numerous and frequent
13 contacts with Nevada.

14 7. Upon information and belief, Defendant LINDA STANWOOD (“Stanwood”),
15 individually and as Senior Vice President of LAS VEGAS DEVELOPMENT FUND LLC and
16 EB5 IMPACT CAPITAL REGIONAL CENTER LLC, is and at all relevant times mentioned
17 herein, was, a resident of California, transacting substantial business in the State of Nevada and
18 maintaining numerous and frequent contacts with Nevada.

19 8. Upon information and belief, Defendant CHICAGO TITLE COMPANY, a
20 California corporation, is and at all relevant times mentioned herein, was, transacting substantial
21 business in the State of Nevada and maintaining numerous and frequent contacts with Nevada.

22 9. The true names and capacities of Defendant DOES I through V are unknown to
23 Plaintiff, and Plaintiff therefore sues said Defendants by said fictitious names. Plaintiff is
24

1 informed and believes, and thereupon alleges that each of the Defendants designated as DOE is
2 responsible in some manner for the events and happenings referred to and caused the damages to
3 plaintiff as alleged and Plaintiff will ask leave of this court to amend this complaint to insert the
4 true names and capacities of DOES I through V when they are ascertained by Plaintiff together
5 with appropriate charges and allegations to join such Defendants in this action.

6 10. The trues names and capacities of Defendants ROE Corporations I through V are
7 unknown to Plaintiff, and Plaintiff therefore sues said Defendants by said fictitious names.
8 Plaintiff is informed and believe, and thereupon alleges that each of the Defendants designated as
9 ROE Corporations I through V is responsible in some manner for the events and happenings
10 referred to and caused the damages to Plaintiff as alleged, and Plaintiff will ask leave of this
11 court to amend this Complaint to insert the true names and capacities of ROE Corporations I
12 through V when they are ascertained by Plaintiff together with appropriate charges and
13 allegations to join such Defendants in this action.

14 **GENERAL ALLEGATIONS**

15 **Inducement of Front Sight to Fund Defendants' EB-5 Raise for the Development and**
16 **Construction of the Front Sight Resort Project in Detrimental Reliance on a Raise of \$75 Million**

17 11. As reflected in email correspondence between Defendant Dziubla and Front Sight
18 officers dated August 27, 2012, as early as August of 2012, Defendant Dziubla, on behalf of
19 what eventually became LFDF, EB5IC, and EB5IA, made representations to Front Sight that
20 Defendant Dziubla and his associates had the ability, experience and networking breadth with
21 Chinese investors to enable Defendant Dziubla "to put together a financing package for some, or
22 perhaps all, of the \$150 million you [Front Sight] were seeking to raise." This material
23 representation proved to be false.
24

1 12. In a proposal letter dated September 13, 2012, Defendant Dziubla, then as
2 President and CEO of Kenworth Capital, represented to Front Sight that, provided Front Sight
3 agreed to pay “upfront fees” of \$300,000 to cover Defendant Dziubla’s “direct out-of-pocket cost
4 to do an EB-5 raise,” Defendant Dziubla would “be able to structure the \$65 million of EB-5
5 financing as non-recourse debt secured only by a mortgage on the property. Thus, no personal
6 guaranties or other collateral were required from Dr. Piazza or Front Sight. This non-recourse
7 element of the EB-5 financing is truly extraordinary.” These material representations –
8 particularly regarding the amount – were false.

9 13. The structure chart attached to that proposal letter contemplated “130 foreign
10 investors,” “\$500,000 from each investor,” and a “\$65 million loan” for the development and
11 construction of the Front Sight Resort Project.

12 14. In said letter, Defendant Dziubla represented that Defendant Dziubla’s “partners,
13 Empyrean West (Dave Keller and Jay Carter), are the owners and managers of a USCIS-
14 approved regional center, Liberty West Regional Center, through which we will invest the \$65
15 million of EB-5 funding.”

16 15. In that same proposal letter, Defendant Dziubla further represented to Front Sight:

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

 “In addition to the Chinese EB-5 funding, Empyrean West has been
authorized by the Vietnamese government to act as the exclusive EB-5 firm in

1 Vietnam and has been exempted from the \$5,000 limit on international money
2 transfers.

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

10 16. These material representations were made to induce Front Sight into trusting its
11 project to Defendants. In that same letter, Defendant Dziubla also represented to Front Sight that
12 “EB-5 funding initiatives typically take 5 – 8 months before first funds are placed into escrow
13 with the balance of the funds being deposited during the next 6 – 8 months. This sort of extended
14 timing seems to be compatible with Front Sight’s development timeline given our discussions.”
15 These material representations were false.

16 17. After multiple exchanges of email correspondence and several meetings,
17 Defendant Dziubla represented to Front Sight that Defendant Dziubla and his partners were
18 working on a proposal for “the creation of a new regional center for the Front Sight project and
19 the raise of up to \$75m (interest reserve included) of EB-5 immigrant investor financing.” This
20 \$75 million raise never materialized.

21 18. On February 8, 2013, as President & CEO of EB5 Impact Advisors LLC
22 (“EB5IA”), Defendant Dziubla submitted a revised proposal (the “Engagement Letter”) to Front
23 Sight for the engagement of EB5IA to perform services in connection with the raising of \$75
24 million of debt financing for Front Sight to expand its operations through the EB-5 immigrant
investor program supervised by the USCIS, said services to include, amongst other, engaging the
services of other professionals to achieve the establishment of the EB5 Impact Capital Regional
Center covering Nye County, Nevada, and with approved job codes encompassing the Front

1 Sight resort project; to prepare the business plan and economic impact analysis for both the
2 Regional Center and the Front Sight Resort Project as the exemplar transaction for the Regional
3 Center; preparing the offering documentation and making presentations to prospective investors
4 to obtain commitments for the contemplated financing.

5 19. Based on Mr. Dzuibla and Mr. Fleming's representations, Dr. Ignatius Piazza,
6 Front Sight's principal, and Plaintiff Front Sight believed that an EB5 Regional Center was the
7 best way to raise the required capital to complete the Front Sight project within the time frames
8 represented by Defendants. The use of EB-5 funds would be from government-vetted foreign
9 investors who believed in Front Sight's purpose to positively change in the image of gun
10 ownership, with the added benefit that the Front Sight investors could also enjoy the freedoms of
11 participating in the Front Sight project with their families while securing a United States visa.
12 This "win-win" situation would be good for Front Sight, good for the country, and good for the
13 investors and their families. Such a project would also create much-needed jobs in the rural area
14 surrounding Pahrump, Nevada, another important goal of Plaintiff Front Sight.

15 20. After negotiating a few changes, Front Sight placed its trust in Defendant Dziubla
16 and his team and executed the Engagement Letter in February of 2013.

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

18 21. After many months of intense work, much of which was completed by Front Sight
19 or Front Sight's agents, with all costs and expenses covered by Front Sight, the application for
20 approval of the Regional Center was filed on April 15, 2014.

21 22. During the extended period of waiting for the approval of the Regional Center and
22 the Exemplar Project, more promises and representations were made by Dziubla with respect to
23 the rapidity of the EB-5 raise, including the following misrepresentation:
24

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

6 23. After many more months of intense follow-up by all concerned parties, including
7 Front Sight, the Regional Center and Exemplar Project were approved by the USCIS on July 27,
8 2015.

9 24. Shortly thereafter, marketing efforts allegedly began by Defendant Dziubla, and
10 others engaged by Defendant Dziubla, with Front Sight continuing to pay for all related costs and
11 expenses.

12 25. The results of those alleged efforts have fallen dramatically short, both of the \$75
13 million raise that Front Sight had been induced to expect, and of the reduced maximum \$50
14 million raise that subsequently Defendant Dziubla asked Front Sight to accept, long after Front
15 Sight had been induced into incurring, and had in fact incurred, approximately \$300,000 in costs
16 and expenses in connection with such raise.

17 26. A pattern was established of asking Front Sight to advance funds for travel and
18 marketing expenses by Defendant Dziubla and other members of Defendant Dziubla’s team,
19 including Jon Fleming, and then not delivering even a modest amount of EB-5 investor funds as
20 promised. Moreover, Defendants repeatedly failed and refused to provide any documentation or
21 receipts to Plaintiff Front Sight that demonstrated how Front Sight’s money – which had been
22 provided to Defendants and earmarked for marketing – had been used, if it was used for
23 marketing at all. (For example, on August 11, 2015, Dziubla wrote to Front Sight’s
24 representative: “We look forward to having the \$53.5k deposited into our Wells Fargo account
tomorrow. Front Sight is the ONLY EB5 project we are handling and of course receives our full

1 and diligent attention. Our goal is most assuredly to have the minimum raise of \$25m (50
2 investors) subscribed by Thanksgiving.”) Despite repeated requests for an accounting of how
3 Defendants were spending Front Sight’s money, Defendants repeatedly refused to provide any
4 accounting.

5 27. In apparent contradiction of Defendant Dziubla’s representation that “Front Sight
6 is the ONLY EB5 project we are handling and of course receives our full and diligent attention,”
7 on Defendants’ website eb5impactcapital.com, Defendants have posted an open invitation to
8 other developers seeking EB-5 funding for their respective projects to contact Defendants
9 regarding their EB-5 fundraising services.

10 28. In October of 2015, Defendant Dziubla alluded to a “minimum raise of \$25
11 million” in multiple email correspondence related to Front Sight’s negotiation of a construction
12 loan agreement.

13 29. In response to Front Sight’s repeated expressions of concern with the slow pace of
14 securing investors for their EB-5 program, on December 16, 2015 Defendant Dziubla wrote the
15 following, which proved to be false: “With regard to the timeline, we may still be able to achieve
16 the minimum raise of \$25m by January 31 and thereupon begin disbursing the construction loan
17 proceeds to you, but a more realistic date might be February 8. Why that date you ask? Because
18 the Christmas holidays and January 1st new year holiday are rather insignificant in China and,
19 importantly, February 8 is the start of the Chinese New Year. Chinese people like to conclude
20 their major business decisions before the start of that 2 – 3 week holiday period, so we expect to
21 see interest in the FS project growing rapidly over the next couple of weeks with interested
22 investors getting their source and path of funds verification completed in January so that they can
23 make the investment by February 8.”

1 30. On January 4, 2016, in reply to Front Sight’s query as to whether the “minimum
2 raise of \$25 million” would be achieved by February 8, as Defendant Dziubla had
3 misrepresented, Defendant Dziubla wrote:

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

12 “With regard to timing, based on discussions with our agents over the past
13 few days, including today, it looks like we may have 5 – 10 investors into escrow
14 by February 8, with an additional 20 – 30 in the pipeline. The Chinese New year
15 commences on February 8, so the market will essentially shut down for about two
16 weeks, and then the investors will gradually return to work. The agents are saying
17 that investors who have not already decided on the project by February 8 will
18 contemplate it over the Chinese New Year and discuss it with their family, as it
19 entails the fundamental life change of leaving their homeland and moving to the
20 USA. We are pushing our agents hard to have 50 investors into escrow by
21 February 29. Once we have the 50 investors into escrow with the Minimum Raise
22 achieved, we will disburse the initial \$18.75m to you and then continue with the
23 fundraising, which is likely to accelerate since it has a snowball type of effect. As
24 the funds continue to come into escrow, we will continually disburse them to you.
(See the Oct. 20 email.) Given that the current EB-5 legislation expires on
September 30, 2016, at which time the minimum investment amount will most
likely increase to \$800k, we highly anticipate that we will have raised the full
\$75m by then.”

31. On January 31, 2016, in response to Front Sight’s question as to how many
“actual investors” with \$500,000 in investment funds into escrow it had to date – and just 9 days
before Defendant Dziubla had promised to have \$25M available – Defendant Dziubla responded:
“Two.” This statement was true.

32. From the inception of Defendant Dziubla’s alleged marketing efforts, Defendant
Dziubla consistently refused Front Sight’s requests to have direct contact with parties reportedly

1 and purportedly performing services to find EB-5 investors, including King Liu and Jay Li,
2 principals of the Sinowel firm.

3 33. From time to time Defendant Dziubla announced various purported alliances and
4 associations with brokers and sales representatives in various regions with reported growing
5 “pipelines,” but in the end, more than three years after the USCIS approval, and after Front Sight
6 had paid at least \$512,500 in fees and expenses, Front Sight has only received \$6,375,000 in
7 Construction Loan disbursements. Defendants continued to refuse to account for what efforts
8 they allegedly put forth to meet their obligations or how they were spending Front Sight’s
9 expense advances.

10 34. Notwithstanding the aforementioned lack of transparency on the part of
11 Defendants, and in a good-faith effort to promote the ongoing marketing of the EB-5 program, as
12 of November 15, 2016, Front Sight agreed to a modified version of Defendant Dziubla’s request
13 of advancing Defendant Dziubla \$8,000 per month for marketing expenses, in detrimental
14 reliance on Defendant Dziubla’s representation that the local/regional agents for the investors
15 “were taking it all.” Defendants continued to refuse to provide an accounting and repeatedly
16 refused to permit Plaintiff’s representatives to speak with the local/regional agents Defendants
17 purportedly were conversing with.

18 35. Furthermore, when Defendant Dziubla was soliciting Front Sight to pay for the
19 Regional Center, Front Sight requested to be an owner of EB5IC since Front Sight was paying
20 for it, but Defendant Dziubla responded that USCIS would not allow it and would look
21 unfavorably on a developer owning a regional center. This statement was false.

22 36. When Front Sight asked for full disclosure on the financial arrangements with the
23 various agents and brokers Defendant Dziubla claimed to have in place, Defendant Dziubla
24

1 represented to Front Sight that said agents require strict confidentiality on all financial
2 arrangements with the regional center and thus Defendant Dziubla could not disclose to Front
3 Sight the financial splits. Front Sight has recently learned from an experienced and reputable
4 industry consultant that these representations are not true.

5 37. In reality, developers often own the regional centers handling their projects, and
6 financial arrangements, and the brokers and agents are normally transparent and regularly
7 disclosed to the developers.

8 38. Defendant Dziubla either knew or should have known that Front Sight, as
9 developers, could have owned the Regional Center that Front Sight paid for, but for Defendant
10 Dziubla's misrepresentation that this would not be acceptable to the USCIS. Defendant Dziubla
11 made these misrepresentations due to his own greed and desire to attempt to usurp Front Sight's
12 opportunity.

13 39. Defendant Dziubla also either knew or should have known that Front Sight, as
14 developers, was and is entitled to full disclosure of the financial arrangements that Defendant
15 Dziubla has made or is making with agents and brokers who produce investors for the EB-5
16 investor program for Front Sight's Project.

17 40. On July 31, 2018, in an attempt to trigger default interest rates on the construction
18 loan, for its own gain and the personal gain of Mr. Dziubla, and in an attempt to intimidate Front
19 Sight and to cover up Defendants' own wrongful conduct, Defendant LVDF delivered a
20 document to Front Sight entitled "Notice of Multiple Defaults / Notice of Inspection / Monthly
21 Proof of Project Costs," ("the Notice") which document was signed by Defendant Dziubla. Said
22 notice alleges breach by Front Sight of that certain Construction Loan Agreement dated October
23 6, 2016 (the "Original Loan Agreement"), that certain First Amendment to Loan Agreement
24

1 dated July 1, 2017 (the “First Amendment”), and that certain Second Amendment to Loan
2 Agreement dated February 28, 2018 (the “Second Amendment”; collectively, the Original Loan
3 Agreement, the First Amendment and the Second Amendment may be referred to as the
4 “Construction Loan Agreement”).

5 41. Defendants have not alleged any monetary defaults on the part of Front Sight, and
6 indeed none exist. Defendants have, however, alleged administrative defaults, all of which Front
7 Sight has refuted. Defendants have alleged these administrative defaults in an attempt to
8 alleviate Defendants’ responsibility for its repeated failure to obtain the funding they have
9 repeatedly misrepresented they would – in clear breach of Defendants’ duties under the
10 agreements – and as an attempt to usurp Plaintiff Front Sight’s opportunity and Defendants’
11 misguided and greed-driven attempt to take possession of Front Sight’s property.

12 42. Defendants’ position as set forth in the alleged Notice of Default is frivolous and
13 ignores the fact that Defendants have grossly breached their agreements with Plaintiff. Not
14 surprisingly, Defendants’ absurd position also ignores well-established Nevada law that the party
15 who commits the first breach of a contract cannot maintain an action against the other for a
16 subsequent failure to perform, and cannot seek damages against the other party for harm it has
17 caused – and Defendants have caused an immense amount of harm to Plaintiff.

18 43. In a 19-page response to the Notice, Front Sight addressed each and every alleged
19 administrative default, clearly refuting each and every issue asserted by Defendants.

20 44. On August 24, 2018, Defendant LVDF delivered a second document to Front
21 Sight entitled “Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project
22 Costs,” (“the Second Notice”) which document was again signed by Defendant Dziubla. Said
23
24

1 notice responded to portions of Front Sight’s 19-page response, and again alleged administrative
2 breach by Front Sight of the Construction Loan Agreement.

3 45. Defendants still have not alleged any monetary defaults on the part of Front Sight,
4 and indeed none exist.

5 46. In a 4-page response to the Notice dated August 25, 2018, Front Sight again
6 addressed each and every alleged default, clearly refuting each and every issue asserted by
7 Defendants.

8 47. On August 28, 2018, Defendant LVDF delivered a third document to Front Sight
9 entitled “Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project Costs,”
10 (“the Third Notice”) which document was again signed by Defendant Dziubla. Said notice
11 responded to portions of Front Sight’s 4-page response of August 25, 2018, and again alleged
12 administrative breach by Front Sight of the Construction Loan Agreement.

13 48. Defendants still have not alleged any monetary defaults on the part of Front Sight,
14 and indeed none exist.

15 49. In addition to the contractual relationship between Front Sight and Defendants,
16 Defendants have a fiduciary responsibility to Front Sight, due to the special relationship of trust
17 between Front Sight and Defendants.

18 50. Upon information and belief, given the utter lack of results despite receiving well
19 over \$500,000 in advances from Front Sight to pay for Defendants’ alleged marketing efforts and
20 Defendants’ repeated failure and refusal to account for the money Front Sight has advanced, it
21 appears Defendants have misappropriated Front Sight’s funds to uses other than those for which
22 they were intended.

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1 51. Additionally, pursuant to page 3, paragraph (a) of the Engagement Letter, Plaintiff
2 was to have its payment of \$36,000 to EB5IA offset against the first interest payments made to
3 Defendants. However, Plaintiff has made all of its interest payments in full, yet Defendants have
4 refused to return the \$36,000 or provide an offset, despite demand from Plaintiff that Defendants
5 do so. Consequently, and because of Defendants' continued refusal to provide an accounting of
6 Plaintiff's funds, Plaintiff believes those funds may have been misappropriated to uses outside
7 their authorized use.

8 52. Plaintiff has recently learned that Defendants Dziubla and Fleming have dissolved
9 Defendant EB5IA without notifying Plaintiff, and upon information and belief, without notifying
10 the USCIS. This increases Plaintiff's concerns about how its funds have been used.

11 53. In spite of Defendants' egregious and fraudulent misrepresentations, failure to
12 deliver the promised \$75 million in construction funding, or the failure to provide the reduced
13 amount of \$50 million (a reduction which Defendants requested), or the promise of \$25 million
14 by Thanksgiving 2015 (or later, January 31, 2016) (as promised in multiple e-mails in August-
15 October 2015), Front Sight has persisted in building the Front Sight project, completing all 50
16 firearms training ranges, adding wells and bathroom facilities, and grading hundreds of
17 thousands of cubic yards of dirt to ready the project for vertical construction. Along the way, on
18 its efforts alone, Front Sight has secured a \$36 million construction line of credit and is using
19 such line of credit to build the resort and protect the visa applications of the 13 foreign investors
20 Front Sight has accepted, while Defendants, including Robert Dzuibla, attempt to sabotage the
21 project and Front Sight's efforts for their own greed and personal gain.

22 54. Despite Defendants' failure to abide by its obligations and continued bad faith
23 conduct, Front Sight has provided written evidence to refute all of Defendants' alleged Notices
24

1 of Default. Nevertheless, Defendants frivolously filed a Notice of Breach and Default and of
2 Election to Sell Under Deed of Trust in an attempt to extort unwarranted default interest and
3 attorney fees from Front Sight, and in doing so slandered Front Sight's title and caused damage
4 to Front Sight's reputation and image with its students, members, staff, vendors and the general
5 public.

6 **FIRST CAUSE OF ACTION**
7 **(Fraud/Intentional Misrepresentation)**

8 55. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
9 through 54 of this Complaint as though set forth fully herein at length.

10 56. As set forth in detail above, Defendants, through their agent Defendant Dziubla,
11 made repeated representations that Defendants either knew were false, or should have known
12 were false, and/or had insufficient information for making these statements to Plaintiff.

13 57. Those misrepresentations are specifically set forth in paragraphs 9 through 51
14 above.

15 58. Defendants' false statements were material.

16 59. Defendants made these untrue statements with the intent of inducing Plaintiff to
17 enter into the contracts with Defendants.

18 60. Plaintiff had a right to rely on the representations of Defendants, and in fact relied
19 upon Defendants' false representations.

20 61. As a direct and proximate result of the fraud perpetrated by Defendants, Plaintiff
21 Front Sight has sustained damages in the tens of millions of dollars, an amount well in excess of
22 fifteen thousand dollars (\$15,000.00) jurisdictional limit, as a direct result of Defendants'
23 breach.
24

1 **FIFTEENTH CAUSE OF ACTION**

2 **(Negligence)**

3 141. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
4 through 140 of this Complaint as though set forth fully herein at length.

5 142. Defendants owed a duty of care to Plaintiff.

6 143. As set forth above, Defendants have breached their duty of care to Plaintiff.

7 144. As a direct and proximate result of the Defendants' acts, Plaintiff has been
8 damaged in an amount to be proven at trial.

9 145. Plaintiff has been required to retain the services of an attorney to prosecute this
10 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
11 herein.

12 **SIXTEENTH CAUSE OF ACTION**

13 **(Injunctive Relief)**

14 146. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
15 through 145 of this Complaint as though set forth fully herein at length.

16 147. NRS 33.010 permits the Court to grant injunctive relief in certain circumstances,
17 as set forth in the statute.

18 148. Plaintiff is entitled to the relief sought herein, and in order for Plaintiff to obtain
19 relief, Defendants must be enjoined from engaging in the conduct described herein.

20 149. Defendants are violating Plaintiff's rights respecting the subject of this action, and
21 injunctive relief is appropriate.

22 150. As a direct and proximate result of the Defendants' acts, Plaintiff has been
23 damaged in an amount to be proven at trial, including actual and presumed damages. In order to
24

1 ensure Plaintiff does not suffer additional damage, Defendants' conduct, as described herein,
2 must be enjoined.

3 151. Plaintiff has been required to retain the services of an attorney to prosecute this
4 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
5 herein.

6 **SEVENTEENTH CAUSE OF ACTION**
7 **(Declaratory Relief)**

8 152. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
9 through 151 of this Complaint as though set forth fully herein at length.

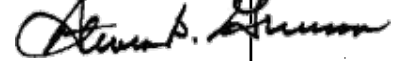
10 153. Plaintiff Front Sight and Defendants entered into written contracts, namely the
11 engagement letter in February 2013 and, beginning in October 2016, Construction Loan
12 Agreement.

13 154. Plaintiff Front Sight has performed its obligations under the terms of the contract.

14 155. Defendants have breached the contracts as set forth above, including serving
15 bogus Notices of Default.

16 156. Notwithstanding its receipt of all three of Plaintiff Front Sight's responses to the
17 Notices of Default, Defendants have refused to acknowledge its nefarious conduct and claims
18 that it will move forward with seeking its alleged legal remedies under the Construction Loan
19 Agreement.

20 157. Accordingly, Plaintiff seeks declaratory relief against all Defendants confirming
21 that Plaintiff is not in default, and that Defendants cannot proceed with seeking legal remedies
22 under the Construction Loan Agreement.
23
24



AFFIDAVIT OF SERVICE

**EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
CLARK COUNTY, STATE OF NEVADA**

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

Case No.:A-18-781084-B
John P. Adrich, Esq. Bar No 6877
ALDRICH LAW FIRM, LTD
1601 S. Rainbow Blvd, Suite 160
Las Vegas, NV 89146
(702) 853-5490
Attorneys for the Plaintiff
Client File# 921-001

I, Debra Sousa, being sworn, states: That I am a licensed process server registered in California. I received a copy of the Summons; Amended Complaint; Motion for Temporary Restraining Order and Preliminary Injunction; Motion for Protective Order; Petition for Appointment of Receiver and for an Accounting; Notice of Hearing on Motion for Protective Order; Notice of Change of Hearing; Declaration of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining Order and Preliminary Injunction, (2) Motion for Protective Order, and (3) Petition for Appointment of Receiver and for an Accounting, from ALDRICH LAW FIRM, LTD

That on 10/9/2018 at 7:52 PM at 1209 Sierra Linda Drive, Escondido, CA 92025-7625 I served Robert W. Dziubla, individually and as President and CEO of Las Vegas Development Fund LLC and EBS Impact Advisors LLC, with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with Linda Stanwood whose relationship is Wife/Co-Resident, a person of suitable age and discretion residing at the defendants usual place of abode.

That the description of the person actually served is as follows:

Gender: Female, Race: Caucasian, Age: Over 60, Height: 5'0 - 5'6, Weight: 140-160 lbs., Hair: Blonde, Eyes:Brown

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 10-15-2018



Debra Sousa
Registered Work Card# 3088
State of California

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656



Order #:NV151846
Their File 921-001



AFFIDAVIT OF SERVICE

**EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
CLARK COUNTY, STATE OF NEVADA**

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

Case No.:A-18-781084-B
John P. Adrich, Esq. Bar No 6877
ALDRICH LAW FIRM, LTD
1601 S. Rainbow Blvd, Suite 160
Las Vegas, NV 89146
(702) 853-5490
Attorneys for the Plaintiff
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That on 10/8/2018 at 7:36 PM at 1209 Sierra Linda Drive, Escondido, CA 92025-7625 I served Linda Stanwood, individually and as Senior Vice President of Las Vegas Development Fund LLC and EB5 Impact Advisors LLC with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with Linda Stanwood.

That the description of the person actually served is as follows:

Gender: Female, Race: Caucasian, Age: Over 60, Height: 5'0 - 5'6, Weight: 140-160 lbs., Hair: Blonde, Eyes:Brown

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 10-15-2018



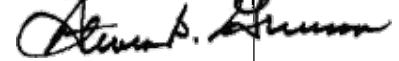
Debra Sousa
Registered Work Card# 3088
State of California

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656



Order #:NV151849
Their File 921-001



AFFIDAVIT OF SERVICE

**EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
CLARK COUNTY, STATE OF NEVADA**

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

Case No.: A-18-781084-B
John P. Adrich, Esq. Bar No 6877
ALDRICH LAW FIRM, LTD
1601 S. Rainbow Blvd, Suite 160
Las Vegas, NV 89146
(702) 853-5490
Attorneys for the Plaintiff
Client File# 921-001

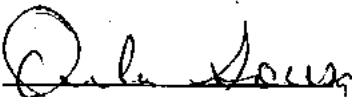
I, Debra Sousa, being sworn, states: That I am a licensed process server registered in California. I received a copy of the Summons; Amended Complaint; Motion for Temporary Restraining Order and Preliminary Injunction; Motion for Protective Order; Petition for Appointment of Receiver and for an Accounting; Notice of Hearing on Motion for Protective Order; Notice of Change of Hearing; Declaration of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining Order and Preliminary Injunction, (2) Motion for Protective Order, and (3) Petition for Appointment of Receiver and for an Accounting, from ALDRICH LAW FIRM, LTD

That on 10/9/2018 at 7:52 PM at 1209 Sierra Linda Drive, Escondido, CA 92025-7625 I served EB5 Impact Advisors LLC - c/o Robert Dziubla with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with Linda Stanwood whose relationship is Wife-Co-Resident, a person of suitable age and discretion residing at the defendants usual place of abode.

That the description of the person actually served is as follows:
Gender: Female, Race: Caucasian, Age: Over 60, Height: 5'0 - 5'6, Weight: 140-160 lbs., Hair: Blonde, Eyes: Brown

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 10-15-2018



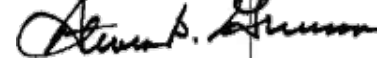
Debra Sousa
Registered Work Card# 3088
State of California

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656



Order #: NV151874
Their File 921-001



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AFFIDAVIT OF SERVICE

**EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
CLARK COUNTY, STATE OF NEVADA**

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

Case No.:A-18-781084-B
John P. Adrich, Esq. Bar No 6877
ALDRICH LAW FIRM, LTD
1601 S. Rainbow Blvd, Suite 160
Las Vegas, NV 89146
(702) 853-5490
Attorneys for the Plaintiff
Client File# 921-001


I, Tonya Malone, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Amended Complaint; Motion for Temporary Restraining Order and Preliminary Injunction; Motion for Protective Order; Petition for Appointment of Receiver and for an Accounting; Notice of Hearing on Motion for Protective Order; Notice of Change of Hearing; Declaration of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining Order and Preliminary Injunction, (2) Motion for Protective Order, and (3) Petition for Appointment of Receiver and for an Accounting, from ALDRICH LAW FIRM, LTD

That on 10/8/2018 at 3:05 PM I served the above listed documents to EB5 Impact Capital Regional Center LLC - c/o Incorporating Services, Ltd., Registered Agent by personally delivering and leaving a copy at 321 W. Winnie Lane, Suite 104, Carson City, NV 89703-2163 with Amber-Rose Aparicio - Service Representative, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

That the description of the person actually served is as follows:
Gender: Female, Race: African-American, Age: 40's, Height: 5'7", Weight: 140 lbs., Hair: Black, Eyes:N/A

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

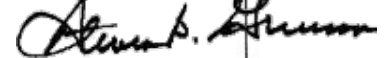
Date: October 15, 2018



Tonya Malone
Registered Work Card# R-100246
State of Nevada

(No Notary Per NRS 53.045)
Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656





AFFIDAVIT OF SERVICE

**EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
CLARK COUNTY, STATE OF NEVADA**

Dept no. XVI

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

Case No.:A-18-781084-B
John P. Adrich, Esq. Bar No 6877
ALDRICH LAW FIRM, LTD
1601 S. Rainbow Blvd, Suite 160
Las Vegas, NV 89146
(702) 853-5490
Attorneys for the Plaintiff
Client File# 921-001

I, Tonya Malone, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Amended Complaint; Motion for Temporary Restraining Order and Preliminary Injunction; Motion for Protective Order; Petition for Appointment of Receiver and for an Accounting; Notice of Hearing on Motion for Protective Order; Notice of Change of Hearing; Declaration of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining Order and Preliminary Injunction, (2) Motion for Protective Order, and (3) Petition for Appointment of Receiver and for an Accounting Order, and (3) Petition for Appointment of Receiver and for an Accounting, from ALDRICH LAW FIRM, LTD

That on 10/8/2018 at 3:05 PM I served the above listed documents to Las Vegas Development Fund LLC - c/o Incorporating Services, Ltd., Registered Agent by personally delivering and leaving a copy at 321 W. Winnie Lane, Suite 104, Carson City, NV 89703-2163 with Amber-Rose Aparicio - Service Representative, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

That the description of the person actually served is as follows:

Gender: Female, Race: African-American, Age: 40's, Height: 5'7", Weight: 140 lbs., Hair: Black, Eyes:N/A

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: October 15, 2018

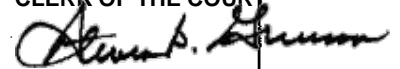


Tonya Malone
Registered Work Card# R-100246
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656





AFFIDAVIT OF SERVICE

**CLARK COUNTY DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA**

Front Sight Management LLC

Plaintiff(s)
v.
Las Vegas Development Fund LLC, et al.

Defendant(s)

Case No.:A-18-781084-B
John P. Adrich, Esq. Bar No 6877
ALDRICH LAW FIRM, LTD
1601 S. Rainbow Blvd, Suite 160
Las Vegas, NV 89146
(702) 853-5490
Attorneys for the Plaintiff

Client File# 921-001

I, Dion Jones, being sworn, states: That I am a licensed process server registered in California. I received a copy of the 1. Summons; 2. Amended Complaint; 3. Motion for Temporary Restraining Order and Preliminary Injunction; 4. Motion for Protective Order; 5. Petition for Appointment of Receiver and for an Accounting; 6. Notice of Hearing on Motion for Protective Order; 7. Notice of Change of Hearing; and 8. Declaration of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining Order and Preliminary Injunction, (2) Motion for Protective Order, and (3) Petition for Appointment of Receiver and for an Accounting from ALDRICH LAW FIRM, LTD

That on 10/9/2018 at 9:10 AM at 818 W 7th St, # 930 Los Angeles, CA 90017-3407 I served CHICAGO TITLE COMPANY, a California corporation with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with CHICAGO TITLE COMPANY, a California corporation.

That the description of the person actually served is as follows:

Gender: Female, Race: Hispanic, Age: 26 - 30, Height: 5'6 - 6'0, Weight: 120-140 Lbs, Hair: Black, Eyes:Brown

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 10-19-18



Dion Jones
Registered Work Card# 2013128925
State of California

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656



Order #:NV151873
Their File 921-001



1 **NEO**
ANTHONY T. CASE, ESQ.
2 Nevada Bar No. 6589
tcase@farmercase.com
3 KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
4 kholtbert@farmercase.com
FARMER CASE & FEDOR
5 2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
6 Telephone: (702) 579-3900
Facsimile: (702) 739-3001
7 Attorneys for Defendants
LAS VEGAS DEVELOPMENT FUND LLC
8 and RELATED ENTITIES and INDIVIDUALS

9
10 **EIGHTH JUDICIAL DISTRICT COURT**
11 **CLARK COUNTY, STATE OF NEVADA**

12 FRONT SIGHT MANAGEMENT, LLC., a)
Nevada Limited Liability Company,)

CASE NO.: A-18-781084-B

13 Plaintiff,)

DEPT NO.: XVI

14 v.)

15 LAS VEGAS DEVELOPMENT FUND LLC,)
a Nevada Limited Liability Company, EB5)
16 IMPACT CAPITAL REGIONAL CENTER)
LLC, a Nevada Limited Company, EB5)
17 IMPACT ADVISORS LLC, a Nevada)
Limited Liability Company; ROBERT W.)
18 DZIUBLA, individually and as President and)
CEO of LAS VEGAS DEVELOPMENT)
19 FUND LLC and EB5 IMPACT ADVISORS)
LLC; JON FLEMING, individually and as an)
20 agent of LAS VEGAS DEVELOPMENT)
FUND LLC and EB5 IMPACT ADVISORS)
21 LLC; LINDA STANWOOD, individually and)
as Senior Vice President of LAS VEGAS)
22 DEVELOPMENT FUND LLC and EB5)
IMPACT ADVISORS LLC; CHICAGO)
23 TITLE COMPANY, a California corporation;)
DOES 1-10, inclusive; and ROE)
24 CORPORATIONS 1-10, inclusive,)

NOTICE OF ENTRY OF ORDER
ADMITTING TO PRACTICE

25 Defendants.)

26 ///

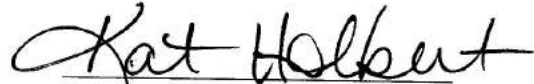
27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*

NOTICE OF ENTRY OF ORDER GRANTING MOTION TO ASSOCIATE COUNSEL

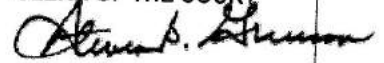
1 **NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE**

2 PLEASE TAKE NOTICE THAT on the 14th day of November, 2018, an Order Admitting
3 C. Keith Greer, Esq. to practice in this matter was entered on the Court docket regarding the
4 above referenced case. A copy of said Order is attached hereto.

5
6 DATED this 15th day of November, 2018. FARMER CASE & FEDOR

7
8 

9 KATHRYN HOLBERT, ESQ.
10 Nevada Bar No. 10084
11 2190 E. Pebble Rd., Suite #205
12 Las Vegas, NV 89123
13 Telephone: (702) 579-3900
14 kholbert@farmercase.com
15 Attorney for Defendants
16 LAS VEGAS DEVELOPMENT FUND LLC
17 and RELATED ENTITIES and
18 INDIVIDUALS



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ANTHONY T. CASE, ESQ.
Nevada Bar No. 6589
tcase@farmercase.com
KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
khobert@farmercase.com
FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900
Facsimile: (702) 739-3001
Attorneys for Defendants
LAS VEGAS DEVELOPMENT FUND LLC
and RELATED ENTITIES and INDIVIDUALS

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

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

Plaintiff,

v.

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

LAS VEGAS DEVELOPMENT FUND LLC,
a Nevada Limited Liability Company, EB5
IMPACT CAPITAL REGIONAL CENTER
LLC, a Nevada Limited Company, EB5
IMPACT ADVISORS LLC, a Nevada
Limited Liability Company; ROBERT W.
DZIUBLA, individually and as President and
CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
IMPACT ADVISORS LLC; CHICAGO
TITLE COMPANY, a California corporation;
DOES 1-10, inclusive; and ROE
CORPORATIONS 1-10, inclusive,

Defendants.

**ORDER
ADMITTING TO PRACTICE**


///

1 **ORDER ADMITTING TO PRACTICE**

2 C. KEITH GREER, Esq. having filed his Motion to Associate Counsel under Nevada
3 Supreme Court Rule 42, together with a Verified Application for Association of Counsel, a
4 Certificate of Good Standing for the State of California, and the State Bar of Nevada Statement,
5 said application having been noticed, ~~no~~ objections having been made, and the Court being fully
6 advised in the premises, and good cause appearing therefore, it is hereby
7

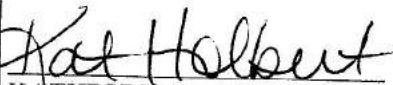
8 ORDERED that said application is hereby GRANTED and C. KEITH GREER, Esq. is
9 hereby admitted to practice in the above entitled Court for the purposes of the above entitled
10 matter only.

11
12 DATED this 13th day of November, 2018.

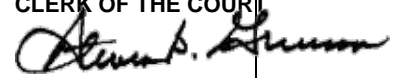

DISTRICT COURT JUDGE
CASE NO.: A-18-781084-B
DEPT NO.: XVI

13
14
15 Submitted by:

16 FARMER CASE & FEDOR

17
18 

19 KATHRYN HOLBERT, ESQ.
20 Nevada Bar No. 10084
21 2190 E. Pebble Rd., Suite #205
22 Las Vegas, NV 89123
23 Telephone: (702) 579-3900
24 kholbert@farmercase.com
25 Attorney for Defendants
26 LAS VEGAS DEVELOPMENT FUND LLC
27 and RELATED ENTITIES and INDIVIDUALS



1 **NEO**
John P. Aldrich, Esq.
2 Nevada Bar No. 6877
Catherine Hernandez, Esq.
3 Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
4 7866 West Sahara Avenue
Las Vegas, Nevada 89117
5 Telephone: (702) 853-5490
Facsimile: (702) 227-1975
6 *Attorneys for Plaintiff*

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10 Plaintiff,

11 vs.

12 LAS VEGAS DEVELOPMENT FUND LLC, a
13 Nevada Limited Liability Company; EB5
IMPACT CAPITAL REGIONAL CENTER
14 LLC, a Nevada Limited Liability Company;
EB5 IMPACT ADVISORS LLC, a Nevada
15 Limited Liability Company; ROBERT W.
DZIUBLA, individually and as President and
16 CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
17 LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
18 FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
19 as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
20 IMPACT ADVISORS LLC; CHICAGO TITLE
COMPANY, a California corporation; DOES 1-
21 10, inclusive; and ROE CORPORATIONS 1-
10, inclusive,

22 Defendants.
23
24

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

**NOTICE OF ENTRY OF ORDER
ON PLAINTIFF'S PETITION FOR
APPOINTMENT OF RECEIVER
AND FOR AN ACCOUNTING**

1 **NOTICE OF ENTRY OF ORDER ON PLAINTIFF'S PETITION FOR APPOINTMENT**
2 **OF RECEIVER AND FOR AN ACCOUNTING**

3 PLEASE TAKE NOTICE that an Order Granting Plaintiff's Petition for Appointment of
4 Receiver and for an Accounting was entered by the Court in the above-captioned action on the
5 26th day of November, 2018, a true and correct copy of which is attached hereto.

6 DATED this 27TH day of November, 2018.

7 **ALDRICH LAW FIRM, LTD.**

8 /s/ John P. Aldrich
9 John P. Aldrich, Esq.
10 Nevada Bar No. 6877
11 Catherine Hernandez, Esq.
12 Nevada Bar No. 8410
13 7866 West Sahara Avenue
14 Las Vegas, NV 89117
15 Tel (702) 853-5490
16 Fax (702) 226-1975
17 *Attorneys for Plaintiff*
18
19
20
21
22
23
24

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 27th day of November, 2018, I caused the foregoing
3 **NOTICE OF ENTRY OF ORDER ON PLAINTIFF’S PETITION FOR APPOINTMENT**
4 **OF RECEIVER AND FOR AN ACCOUNTING** to be electronically filed and served with the
5 Clerk of the Court using Wiznet which will send notification of such filing to the email addresses
6 denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on
7 the Electronic Mail Notice List, to the following parties:

8 Anthony T. Case, Esq.
Kathryn Holbert, Esq.
9 FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
Attorneys for Defendants LAS VEGAS DEVELOPMENT FUND
11 *LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,*
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
12 *JON FLEMING and LINDA STANWOOD*

13 C. Keith Greer, Esq.
17150 Via del Campo, Suite 100
14 San Diego, CA 92127
Attorneys for Defendants LAS VEGAS DEVELOPMENT FUND
15 *LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,*
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
16 *JON FLEMING and LINDA STANWOOD*

17 Marni Rubin Watkins, Esq.
FIDELITY NATIONAL LAW GROUP
18 1701 Village Center Circle, Suite 110
Las Vegas, Nevada 89134
19 *Attorney for Defendant CHICAGO TITLE COMPANY*

20
21 /s/ T. Bixenmann
22 An employee of ALDRICH LAW FIRM, LTD.
23
24



1 **ORDR**
John P. Aldrich, Esq.
2 Nevada Bar No. 6877
Catherine Hernandez, Esq.
3 Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
4 7866 West Sahara Avenue
Las Vegas, NV 89117
5 Telephone: (702) 853-5490
Facsimile: (702) 227-1975
6 *Attorneys for Plaintiff*

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10 Plaintiff,

11 vs.

12 LAS VEGAS DEVELOPMENT FUND LLC, a
13 Nevada Limited Liability Company; EB5
IMPACT CAPITAL REGIONAL CENTER
14 LLC, a Nevada Limited Liability Company;
EB5 IMPACT ADVISORS LLC, a Nevada
15 Limited Liability Company; ROBERT W.
DZIUBLA, individually and as President and
16 CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
17 LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
18 FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
19 as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
20 IMPACT ADVISORS LLC; CHICAGO TITLE
COMPANY, a California corporation; DOES 1-
21 10, inclusive; and ROE CORPORATIONS 1-
10, inclusive,

22 Defendants.
23
24

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

**ORDER ON PLAINTIFF'S PETITION
FOR APPOINTMENT OF RECEIVER
AND FOR AN ACCOUNTING**

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Respectfully submitted by:

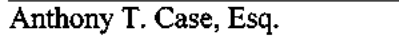
ALDRICH LAW FIRM, LTD.

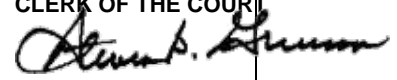


John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
7866 West Sahara Avenue
Las Vegas, Nevada 89117
Tel: (702) 853-5490
Fax: (702) 227-1975
*Attorneys for Plaintiff FRONT SIGHT
MANAGEMENT LLC*

Approved as to form and content:

FARMER CASE & FEDOR


Anthony T. Case, Esq.
Nevada Bar No. 6589
Kathryn Holbert, Esq.
Nevada Bar No. 10084
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Tel: (702) 579-3900
Fax: (702) 739-3001
*Attorneys for Defendants LAS VEGAS
DEVELOPMENT FUND LLC, EB5 IMPACT
CAPITAL REGIONAL CENTER LLC, EB5
IMPACT ADVISORS LLC, ROBERT W.
DZIUBLA, JON FLEMING and LINDA
STANWOOD*



1 **NEO**
John P. Aldrich, Esq.
2 Nevada Bar No. 6877
Catherine Hernandez, Esq.
3 Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
4 7866 West Sahara Avenue
Las Vegas, Nevada 89117
5 Telephone: (702) 853-5490
Facsimile: (702) 227-1975
6 *Attorneys for Plaintiff*

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10 Plaintiff,

11 vs.

12 LAS VEGAS DEVELOPMENT FUND LLC, a
13 Nevada Limited Liability Company; EB5
IMPACT CAPITAL REGIONAL CENTER
14 LLC, a Nevada Limited Liability Company;
EB5 IMPACT ADVISORS LLC, a Nevada
15 Limited Liability Company; ROBERT W.
DZIUBLA, individually and as President and
16 CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
17 LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
18 FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
19 as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
20 IMPACT ADVISORS LLC; CHICAGO TITLE
COMPANY, a California corporation; DOES 1-
21 10, inclusive; and ROE CORPORATIONS 1-
10, inclusive,

22 Defendants.
23
24

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

NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S
MOTION FOR PROTECTIVE
ORDER

1 **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF’S MOTION FOR**
2 **PROTECTIVE ORDER**

3 PLEASE TAKE NOTICE that an Order Granting Plaintiff’s Motion for Protective Order
4 was entered by the Court in the above-captioned action on the 26th day of November, 2018, a
5 true and correct copy of which is attached hereto.

6 DATED this 27TH day of November, 2018.

7 **ALDRICH LAW FIRM, LTD.**

8 /s/ John P. Aldrich
9 John P. Aldrich, Esq.
10 Nevada Bar No. 6877
11 Catherine Hernandez, Esq.
12 Nevada Bar No. 8410
13 7866 West Sahara Avenue
14 Las Vegas, NV 89117
15 Tel (702) 853-5490
16 Fax (702) 226-1975
17 Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

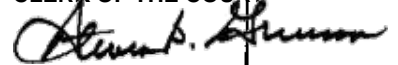
2 I HEREBY CERTIFY that on the 27th day of November, 2018, I caused the foregoing
3 **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR**
4 **PROTECTIVE ORDER** to be electronically filed and served with the Clerk of the Court using
5 Wiznet which will send notification of such filing to the email addresses denoted on the
6 Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic
7 Mail Notice List, to the following parties:

8 Anthony T. Case, Esq.
Kathryn Holbert, Esq.
9 FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
Attorneys for Defendants LAS VEGAS DEVELOPMENT FUND
11 *LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,*
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
12 *JON FLEMING and LINDA STANWOOD*

13 C. Keith Greer, Esq.
17150 Via del Campo, Suite 100
14 San Diego, CA 92127
Attorneys for Defendants LAS VEGAS DEVELOPMENT FUND
15 *LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,*
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
16 *JON FLEMING and LINDA STANWOOD*

17 Marni Rubin Watkins, Esq.
FIDELITY NATIONAL LAW GROUP
18 1701 Village Center Circle, Suite 110
Las Vegas, Nevada 89134
19 *Attorney for Defendant CHICAGO TITLE COMPANY*

20
21 /s/ T. Bixenmann
22 An employee of ALDRICH LAW FIRM, LTD.
23
24



1 **ORDER**

2 John P. Aldrich, Esq.
3 Nevada Bar No. 6877
4 Catherine Hernandez, Esq.
5 Nevada Bar No. 8410

6 **ALDRICH LAW FIRM, LTD.**

7 1601 S. Rainbow Blvd., Suite 160
8 Las Vegas, Nevada 89146
9 Telephone: (702) 853-5490
10 Facsimile: (702) 227-1975
11 *Attorneys for Plaintiff*

12 **EIGHTH JUDICIAL DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 FRONT SIGHT MANAGEMENT LLC, a
15 Nevada Limited Liability Company,

16 Plaintiff,

17 vs.

18 LAS VEGAS DEVELOPMENT FUND LLC, a
19 Nevada Limited Liability Company; EB5
20 IMPACT CAPITAL REGIONAL CENTER
21 LLC, a Nevada Limited Liability Company;
22 EB5 IMPACT ADVISORS LLC, a Nevada
23 Limited Liability Company; ROBERT W.
24 DZIUBLA, individually and as President and
CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
IMPACT ADVISORS LLC; CHICAGO TITLE
COMPANY, a California corporation; DOES 1-
10, inclusive; and ROE CORPORATIONS 1-
10, inclusive,

Defendants.

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

ORDER GRANTING PLAINTIFF'S
MOTION FOR PROTECTIVE
ORDER

1 **ORDER GRANTING PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**

2 This matter having come before the Court, on October 31, 2018 at 9:30 a.m. on
3 Plaintiff's Motion for Protective Order, John P. Aldrich, Esq. appearing on behalf of Plaintiff
4 and Kathryn Holbert, Esq., appearing on behalf of Defendants, the Court having reviewed the
5 pleadings on file herein, the Court having received a Non-Opposition filed by Defendants, and
6 having heard oral argument by the parties, and for good cause appearing therefore,
7

8 **IT IS HEREBY ORDERED** that Plaintiff's Motion for Protective Order is
9 GRANTED.

10 **IT IS FURTHER ORDERED** that the Court will enter the Protective Order in the
11 form attached to Plaintiff's Motion for Protective Order.

12 **IT IS SO ORDERED.**

13 DATED this 15 day of November, 2018.


14 
15 DISTRICT COURT JUDGE *CT*

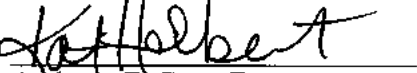
16 Respectfully submitted by:

16 Approved as to form and content:

17 **ALDRICH LAW FIRM, LTD.**

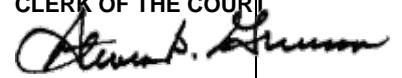
17 **FARMER CASE & FEDOR**

18 
18 John P. Aldrich, Esq.
19 Nevada Bar No. 6877
19 Catherine Hernandez, Esq.
20 Nevada Bar No. 8410
20 1601 S. Rainbow Blvd., Suite 160
21 Las Vegas, Nevada 89146
21 Tel: (702) 853-5490
21 Fax: (702) 227-1975

18 
18 Anthony T. Case, Esq.
19 Nevada Bar No. 6589
19 Kathryn Holbert, Esq.
20 Nevada Bar No. 10084
20 2190 E. Pebble Rd., Suite #205
21 Las Vegas, NV 89123
21 Tel: (702) 579-3900
21 Fax: (702) 739-3001

22 Attorneys for Plaintiff **FRONT SIGHT**
22 **MANAGEMENT LLC**

22 Attorneys for Defendants **LAS VEGAS**
23 **DEVELOPMENT FUND LLC, EB5 IMPACT**
23 **CAPITAL REGIONAL CENTER LLC, EB5**
24 **IMPACT ADVISORS LLC, ROBERT W.**
24 **DZIUBLA, JON FLEMING and LINDA**
24 **STANWOOD**



1 **NEO**
John P. Aldrich, Esq.
2 Nevada Bar No. 6877
Catherine Hernandez, Esq.
3 Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
4 7866 West Sahara Avenue
Las Vegas, Nevada 89117
5 Telephone: (702) 853-5490
Facsimile: (702) 227-1975
6 *Attorneys for Plaintiff*

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10 Plaintiff,

11 vs.

12 LAS VEGAS DEVELOPMENT FUND LLC, a
13 Nevada Limited Liability Company; EB5
IMPACT CAPITAL REGIONAL CENTER
14 LLC, a Nevada Limited Liability Company;
EB5 IMPACT ADVISORS LLC, a Nevada
15 Limited Liability Company; ROBERT W.
DZIUBLA, individually and as President and
16 CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
17 LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
18 FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
19 as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
20 IMPACT ADVISORS LLC; CHICAGO TITLE
COMPANY, a California corporation; DOES 1-
21 10, inclusive; and ROE CORPORATIONS 1-
10, inclusive,

22 Defendants.
23
24

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

**NOTICE OF ENTRY OF
PROTECTIVE ORDER**

1 **CERTIFICATE OF SERVICE**

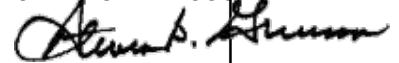
2 I HEREBY CERTIFY that on the 27th day of November, 2018, I caused the foregoing
3 **NOTICE OF ENTRY OF PROTECTIVE ORDER** to be electronically filed and served with
4 the Clerk of the Court using Wiznet which will send notification of such filing to the email
5 addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not
6 included on the Electronic Mail Notice List, to the following parties:

7 Anthony T. Case, Esq.
Kathryn Holbert, Esq.
8 FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
9 Las Vegas, NV 89123
Attorneys for Defendants LAS VEGAS DEVELOPMENT FUND
10 *LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,*
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
11 *JON FLEMING and LINDA STANWOOD*

12 C. Keith Greer, Esq.
17150 Via del Campo, Suite 100
13 San Diego, CA 92127
Attorneys for Defendants LAS VEGAS DEVELOPMENT FUND
14 *LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,*
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
15 *JON FLEMING and LINDA STANWOOD*

16 Marni Rubin Watkins, Esq.
FIDELITY NATIONAL LAW GROUP
17 1701 Village Center Circle, Suite 110
Las Vegas, Nevada 89134
18 *Attorney for Defendant CHICAGO TITLE COMPANY*

19
20 /s/ T. Bixenmann
An employee of ALDRICH LAW FIRM, LTD.
21
22
23
24



1 **ORDER**

2 John P. Aldrich, Esq.
3 Nevada Bar No. 6877
4 Catherine Hernandez, Esq.
5 Nevada Bar No. 8410

6 **ALDRICH LAW FIRM, LTD.**

7 7866 West Sahara Avenue
8 Las Vegas, Nevada 89117
9 Telephone: (702) 853-5490
10 Facsimile: (702) 227-1975
11 *Attorneys for Plaintiff*

12 **EIGHTH JUDICIAL DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 FRONT SIGHT MANAGEMENT LLC, a
15 Nevada Limited Liability Company,

16 Plaintiff,

17 vs.

18 LAS VEGAS DEVELOPMENT FUND LLC, a
19 Nevada Limited Liability Company; EB5
20 IMPACT CAPITAL REGIONAL CENTER
21 LLC, a Nevada Limited Liability Company;
22 EB5 IMPACT ADVISORS LLC, a Nevada
23 Limited Liability Company; ROBERT W.
24 DZIUBLA, individually and as President and
CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
IMPACT ADVISORS LLC; CHICAGO TITLE
COMPANY, a California corporation; DOES 1-
10, inclusive; and ROE CORPORATIONS 1-
10, inclusive,

Defendants.

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

PROTECTIVE ORDER

1 This matter having come before the Court upon the filing of Plaintiff's Motion for
2 Protective Order, and the Court finding good cause for entry of its Order pursuant to said
3 Motion.

4 IT IS HEREBY ORDERED that the parties to this action (the "Parties") abide by the
5 terms and conditions set forth in the following Protective Order with respect to documents and
6 information produced or disclosed in this case:

7 1. DEFINITIONS

8 1.1. "Material" refers to any document, data compilation, testimony, report,
9 interrogatory response, response to a request for admission, response to a request for production,
10 or other information in any form produced or disclosed in this action (including copies), whether
11 voluntarily or through any means of discovery authorized by law, and whether by a party or non-
12 party.

13 1.2. Material may be designated "CONFIDENTIAL" if the Designating Party in good
14 faith believes that disclosure of such Material in this case without the designation presents a risk
15 of injury to the legitimate business interests of the Disclosing Party or any other legitimate
16 interest. Confidential information includes, but is not limited to, trade secrets (as trade secrets are
17 defined by Nevada law), all Materials reflecting, referring to or evidencing any information
18 deemed confidential by any local, state, or federal statute, ordinance, regulation, or other law,
19 business plans or forecasts, financial plans and forecasts, operational plans and forecasts, and all
20 private or sensitive commercial, financial, personal or personnel, underwriting, rating, claims and
21 insurance policy information. Confidential information may take the form of, but is not limited
22 to, (a) documents, responses to request for production, interrogatory responses, or responses to
23 requests for admissions; (b) hearing or deposition transcripts and related exhibits; and (c) all
24

1 copies, abstracts, excerpts, analyses, reports, and complete or partial summaries prepared from or
2 containing, reflecting, or disclosing such confidential information.

3 1.3. A party may also designate Material as "OUTSIDE COUNSEL EYES ONLY."
4 OUTSIDE COUNSEL EYES ONLY Material must meet the CONFIDENTIAL designation
5 requirements of Section 1.2 and must be so proprietary or competitively sensitive that its
6 disclosure to persons other than those enumerated in Section 4.1.7 below could cause irreparable
7 competitive or other injury to one of the Parties or to a competitor of one of the Parties (for
8 instance, by giving one of the Parties a competitive advantage).

9 1.4. "Disclosing Party" refers to a party, or non-party, to this action who produces
10 Material.

11 1.5. "Designating Party" refers to a party or non-party to this action who designates
12 Material as CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY.

13 1.6. "Requesting Party" refers to a party who has made a discovery request.

14 1.7. "Receiving Party" refers to a party who receives, or is otherwise exposed to,
15 Material during the course of this action.

16 1.8. "Experts" refers to experts, interpreters, translators, investigators, or consultants
17 retained by any of the Parties to assist in this or any related litigation.

18 2. SCOPE OF PROTECTIVE ORDER

19 2.1. Except as the parties and a Disclosing Party may otherwise agree, or the Court
20 may order, Material produced, whether or not designated CONFIDENTIAL or OUTSIDE
21 COUNSEL EYES ONLY, including any report, excerpt, analysis, summary, or description of it,
22 shall be used solely for the prosecution or defense of the above-captioned action, including
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1 appeals. If CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY Materials are used in the
2 above-captioned action they must be used without violation of this Protective Order.

3 2.2. This Order shall govern all Material produced in this action, including Material
4 produced prior to entry of this Order, and all Material produced in the Federal Action that is used
5 in any State Action or Collateral Action.

6 2.3. The protections of this Order shall not apply to Material that, prior to disclosure in
7 this action, was within the actual possession or knowledge of a Receiving Party but was not
8 subject to any confidentiality obligation between the Parties, was previously disclosed by a
9 Disclosing Party to a non-party to this action without any obligation of confidentiality, or was
10 actually public knowledge, provided that the Material did not become public knowledge through
11 an act or omission of a Receiving Party. However, Material that was in the hands of the
12 Receiving Party prior to disclosure in this action and that was subject to a confidentiality
13 obligation between the Parties shall be made subject to this Order. Any party who claims that the
14 Material was, prior to disclosure in this action, within its actual possession or knowledge and
15 was not subject to a confidentiality obligation or was public knowledge shall have the burden of
16 proving that fact.

17 3. DESIGNATION OF MATERIAL

18 3.1. General Provisions

19 3.1.1. A Disclosing Party may designate Material as CONFIDENTIAL or
20 OUTSIDE COUNSEL EYES ONLY only if the Material (1) is CONFIDENTIAL, as
21 defined by Section 1.2, or OUTSIDE COUNSEL EYES ONLY, as defined by Section
22 1.3; and (2) is not excluded from the scope of this Order by Section 2.3.
23
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1 3.1.2. A Disclosing Party's failure to designate Material as CONFIDENTIAL or
2 OUTSIDE COUNSEL EYES ONLY at the time of production or disclosure of the
3 Material does not waive its right later to designate the Material as CONFIDENTIAL or
4 OUTSIDE COUNSEL EYES ONLY. After any designation, each Receiving Party shall
5 treat the designated Material as either CONFIDENTIAL or OUTSIDE COUNSEL EYES
6 ONLY and subject to the protections of this Order.

7 3.2. Methods of Designation

8 3.2.1. A Designating Party may designate Material as CONFIDENTIAL by
9 placing or affixing on the Material the word "CONFIDENTIAL" and/or "SUBJECT TO
10 PROTECTIVE ORDER" or a similar legend.

11 3.2.2. A Designating Party may designate Material as OUTSIDE COUNSEL
12 EYES ONLY by placing or affixing on the Material the words "OUTSIDE COUNSEL
13 EYES ONLY."

14 3.2.3. Hearing or deposition transcripts, or portions of such transcripts, may be
15 designated CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY by: (a) counsel so
16 stating on the record during the hearing or deposition, or (b) providing written notice to
17 the reporter and all counsel of record within 30 days after the reporter sends notice to
18 counsel that the written transcript is available for review.

19 3.2.4. When CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY Material
20 is supplied or stored on a digital, electronic, or electromagnetic medium, the
21 CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY designation shall be made, to
22 the extent physically possible, on the medium itself (such as on a label attached to a disk),
23 on the sleeve, envelope, box, or other container or such medium.

1 3.3. Challenging Confidentiality Designations

2 3.3.1. If any Party challenges the confidentiality designation of any
3 CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY information the parties shall
4 undertake to resolve the dispute as follows: (a) the objecting party shall notify the
5 Designating Party in writing as to its objection(s) to the designations. This notice shall
6 include, at a minimum, a specific identification of the designated material objected to as
7 well as the reason(s) for the objection. (b) The objecting party shall thereafter have the
8 burden of conferring either in person or by telephone with the Designating Party claiming
9 protection (as well as any other interested party) in a good faith effort to resolve the
10 dispute. The designating party shall cooperate in promptly making a representative
11 available to discuss the issue and failing such cooperation this requirement is waived. (c)
12 Failing agreement, the objecting party may bring a noticed motion to the Court for a
13 ruling that the Material sought to be protected is not entitled to such designation. The
14 Designating Party bears the burden to establish that the Material is CONFIDENTIAL or
15 OUTSIDE COUNSEL EYES ONLY and entitled to protection under this Order.
16 Notwithstanding any such challenge to the designation of Material as CONFIDENTIAL
17 or OUTSIDE COUNSEL EYES ONLY, all such Material so designated shall be treated
18 as such and shall be subject to the provisions of this Order until one of the following
19 occurs: (a) the Disclosing Party withdraws such CONFIDENTIAL or OUTSIDE
20 COUNSEL EYES ONLY designation in writing, or (b) the Court rules that the
21 designation is not proper and that the designation be removed.

22 4. DISCLOSURE, USE, AND HANDLING OF CONFIDENTIAL OR OUTSIDE
23 COUNSEL EYES' ONLY MATERIAL

1 4.1. Use and Handling of CONFIDENTIAL or OUTSIDE COUNSEL EYES' ONLY

2 Material

3 4.1.1. To the extent any Material filed with the Court, including pleadings,
4 exhibits, transcripts, Expert reports, answers to interrogatories, transcripts of hearings or
5 depositions, and responses to requests for admissions, contains or reveals
6 CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY Material, the Material or any
7 portion thereof shall be filed under seal pursuant to the applicable rules.

8 4.1.2. All copies, duplicates, extracts, summaries, reports, or descriptions
9 (collectively "copies") of Materials designated as CONFIDENTIAL or OUTSIDE
10 COUNSEL EYES ONLY, or any portion thereof, shall immediately be affixed with the
11 word "CONFIDENTIAL," or "OUTSIDE COUNSEL EYES ONLY" if such a word does
12 not already appear.

13 4.1.3. Material properly designated as CONFIDENTIAL or OUTSIDE
14 COUNSEL EYES ONLY shall not be posted on the Internet, or disclosed on any other
15 public broadcast forum, chat room, message board, or the like, except to the limited
16 extent such materials are properly made available for review through an Electronic Case
17 Filing system provided by the Court.

18 4.1.4. Material designated CONFIDENTIAL or OUTSIDE COUNSEL EYES
19 ONLY does not lose protected status through an unauthorized disclosure, whether
20 intentional or inadvertent, by a Receiving Party. If such a disclosure occurs, the Parties
21 shall take all steps reasonably required to assure the continued confidentiality of the
22 Material.

1 4.1.5. Material that is subject to a claim of attorney/client privilege or work
2 product protection by the Disclosing Party does not lose its protected status through
3 disclosure to the Receiving Party and disclosure of such Material does not constitute a
4 waiver of a claim of privilege by the Disclosing Party. If Material is produced in
5 discovery that is subject to a claim of privilege or of protection as trial-preparation
6 material, the party making the claim may notify any party that received the Material of
7 the claim and the basis for it. After being notified, a party must promptly return or
8 sequester the specified Material and any copies it has and may not use or disclose the
9 information until the question of its privileged or protected status is determined. If a
10 Receiving Party challenges the privilege designation, the receiving party must sequester
11 the Material and promptly present the Material to the court under seal for a determination
12 of the asserted privilege claim. If the Receiving Party disclosed the information before
13 being notified, it must take immediate and reasonable steps to retrieve it. The Disclosing
14 Party must preserve the information until the claim is resolved.

15 4.1.6. Any Material that is designated CONFIDENTIAL shall not be disclosed to
16 any person or entity other than the following, and only after such person or entity has
17 been advised of and is subject to the terms of this Order.

18 4.1.6.1. The Parties, including in-house counsel, former officers,
19 directors, partners, employees, or agents of a Party required to provide assistance
20 in the conduct of this litigation;

21 4.1.6.2. The Court, its staff, the jury, and all appropriate courts of
22 appellate jurisdiction and their staff in this litigation;

23 4.1.6.3. Outside counsel of record for the Parties in this litigation;
24

1 4.1.6.4. Members of the legal, paralegal, secretarial or clerical staff
2 of such counsel who are assisting in or responsible for working on this litigation
3 and who have need for such information for purposes of this litigation;

4 4.1.6.5. Experts of the Parties who have a need for such information
5 to assist in this litigation;

6 4.1.6.6. Court reporters during depositions or hearings in this
7 litigation;

8 4.1.6.7. Deponents during depositions or witnesses during hearings
9 in this litigation who have agreed to be bound by this Protective Order as it relates
10 to Material produced in this action;

11 4.1.6.8. Persons who have had, or whom any counsel for any party
12 in good faith believes to have had, prior access to the CONFIDENTIAL Material
13 being disclosed, or who have been participants in a communication that is the
14 subject of the CONFIDENTIAL Material and from whom verification of or other
15 information about that access or participation is sought, solely to the extent of
16 disclosing such information to which they have or may have had access or that is
17 the subject of the communication in which they have or may have participated,
18 except that, unless and until counsel confirms that any such persons have had
19 access or were participants, only as much of the information may be disclosed as
20 may be necessary to confirm the person's access or participation;

21 4.1.6.9. Employees of third-party contractors of the Parties
22 involved solely in providing copying services or litigation support services such
23
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1 as organizing, filing, coding, converting, storing, or retrieving Material connected
2 with this litigation; and

3 4.1.6.10. Any other person agreed to in writing by the Disclosing
4 Party.

5 4.1.7. Any Material that is designated OUTSIDE COUNSEL EYES ONLY shall
6 not be disclosed to any person or entity other than the following, and only after such
7 person or entity has been advised of and has agreed to be subject to the terms of this
8 Order:

9 4.1.7.1. The Court, its staff, the jury, and all appropriate courts of
10 appellate jurisdiction and their staff in this litigation;

11 4.1.7.2. Outside counsel of record for the Parties in this litigation;

12 4.1.7.3. Members of the legal, paralegal, secretarial or clerical staff
13 of such outside counsel who are assisting in or responsible for working on this
14 litigation and who have need for such information for purposes of this litigation;

15 4.1.7.4. Experts of the Parties who have a need for such information
16 to assist in this litigation;

17 4.1.7.5. Court reporters during depositions or hearings in this
18 litigation;

19 4.1.7.6. Deponents during depositions or witnesses during hearings
20 or trial in this litigation if relevant to the proceeding, provided that all other
21 parties and counsel present at the deposition, hearing, or trial have agreed to be
22 bound by this Protective Order as it relates to Material produced in this action;
23
24

1 4.1.7.7. Persons who have had, or whom any counsel for any party
2 in good faith believes to have had, prior access to the OUTSIDE COUNSEL
3 EYES ONLY Material being disclosed, or who have been participants in a
4 communication that is the subject of the OUTSIDE COUNSEL EYES ONLY
5 Material and from whom verification of or other information about that access or
6 participation is sought, solely to the extent of disclosing such information to
7 which they have or may have had access or that is the subject of the
8 communication in which they have or may have participated, except that, unless
9 and until counsel confirms that any such persons have had access or were
10 participants, only as much of the information may be disclosed as may be
11 necessary to confirm the person's access or participation; and

12 4.1.7.8. Employees of third-party contractors of the Parties
13 involved solely in providing copying services or litigation support services such
14 as organizing, filing, coding, converting, storing, or retrieving Material connected
15 with this litigation.

16 4.1.8. Prior to disclosure of any CONFIDENTIAL or OUTSIDE COUNSEL
17 EYES ONLY Material to any Expert employed by the Parties, counsel for the Parties to
18 assist in the preparation and litigation of this litigation, or deponents during depositions
19 or witnesses during hearings or trial in this litigation, he or she must first be advised of
20 and agree in writing to be bound by the provisions of this Order. Such written agreement
21 shall consist of his or her endorsement of a copy of this Order or of the Undertaking
22 attached to this Order. Copies of such writings, except as to those persons whose
23
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1 identities need not be disclosed in discovery, shall be produced to other parties upon
2 written request.

3 4.1.9. Prior to disclosure of any Material designated as OUTSIDE COUNSEL
4 EYES ONLY to any deponent or witness in this litigation the party intending to use such
5 Materials shall:

6 4.1.9.1 Give notice to the Designating Party that is reasonable in
7 the circumstances prior to the Material being used;

8 4.1.9.2 Identify to the Disclosing Party the OUTSIDE COUNSEL EYES
9 ONLY Material that the party intends to use, or reasonably should anticipate
10 using, at the deposition or other event at which the Material is to be used; and

11 4.1.9.3 Preserve the OUTSIDE COUNSEL EYES ONLY designation of
12 the Material by correspondingly marking any Exhibits or Transcripts as
13 OUTSIDE CONSEL EYES ONLY.

14 4.1.9.4 If the designating party objects to such disclosure the parties shall
15 cooperate in promptly resolving such dispute as the circumstances permit. If, for
16 example, the notice and objection are made during the course of a deposition the
17 parties agree to seek immediate resolution of the issue by the appropriate court.
18 Upon a timely objection prior to the material being disclosed, the material
19 designated as OUTSIDE COUNSEL EYES ONLY shall not be disclosed until the
20 issue is resolved.

21 4.1.10. The recipient of any CONFIDENTIAL or OUTSIDE COUNSEL
22 EYES ONLY material shall maintain such information in a secure and safe area and shall
23 exercise the same standard of due and proper care with respect to the storage, custody,
24

1 use and/or dissemination of such information as is exercised by the recipient with respect
2 to its own proprietary information.

3 5. OTHER PROVISIONS

4 5.1. At the conclusion of each of this litigation, including any appeals, all Material not
5 received in evidence shall be returned to the Disclosing Party. If the Disclosing Party agrees in
6 writing, the Material may be destroyed.

7 5.2. Any third party producing Materials in this action may be included in this Order
8 by endorsing a copy of this Order and delivering it to the Requesting Party, who, in turn, will
9 serve a copy of it upon counsel for the other parties.

10 5.3. This Order shall not prevent any party or any Disclosing Party from applying to
11 the Court for further or additional confidentiality orders, or from agreeing with the other parties
12 to modify this Order, subject to the approval of the Court.

13 5.4. This Order shall not preclude any party from enforcing its rights against any other
14 party, or any non-party, believed to be violating its rights under this Order.

15 5.5. Except as provided for in this Order, nothing in this Order, nor any actions taken
16 pursuant to this Order, shall be deemed to have the effect of an admission or waiver by any party,
17 including the right of either party to object to the subject matter of any discovery request.
18 Furthermore, nothing in this Order, nor any actions taken pursuant to or under the provisions of
19 this Order shall have the effect of proving, suggesting to prove, or otherwise creating a
20 presumption that information disclosed in this action is confidential, trade secret or proprietary,
21 as it pertains to the parties' respective claims in this action.

22 5.6. After final termination of this litigation, including any appeals, each counsel of
23 record that has received Material subject to this Protective Order, upon written request made
24

1 within 60 days of the date of final termination, shall within 60 days of such request, (a) destroy
2 or (b) assemble and return to the counsel of record, all Material in their possession and control,
3 embodying information designated CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY,
4 including all copies thereof except that each counsel of record may maintain one archive copy of
5 all pleadings, correspondence, deposition transcripts, deposition exhibits, trial transcripts, and
6 trial exhibits, together with any attorney work product provided that such archive copy be
7 appropriately marked as CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY and be
8 retained in accordance with the terms of this Order.

9 5.7. Counsel for any party may exclude from the room at a deposition, other discovery
10 proceedings, or at a hearing, during any questioning that involves CONFIDENTIAL or
11 OUTSIDE COUNSEL EYES ONLY Material, any person (other than the witness then
12 testifying) who is not permitted the disclosure of such Material under this Order.

13 5.8. The Parties and any other person subject to the terms of this Protective Order
14 agree that this Court has and retains jurisdiction during and after this action is terminated for the
15 purpose of enforcing this Order. This Order shall survive termination of this litigation, to the
16 extent that the information contained in confidential matters is not or does not become known to
17 the public.

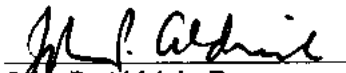
18 **IT IS SO ORDERED.**

19 DATED this 20th day of November, 2018.

20
21 
22 DISTRICT COURT JUDGE
23
24

1 Respectfully submitted by:

2 **ALDRICH LAW FIRM, LTD.**

3 

4 John P. Aldrich, Esq.

5 Nevada Bar No. 6877

6 Catherine Hernandez, Esq.

7 Nevada Bar No. 8410

8 7866 West Sahara Avenue

9 Las Vegas, NV 89117

10 Tel (702) 853-5490

11 Fax (702) 226-1975

12 *Attorneys for Plaintiff*

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ACKNOWLEDGEMENT

I, _____, have read and agree to be bound by the Protective Order in *FRONT SIGHT MANAGEMENT LLC v. LAS VEGAS DEVELOPMENT FUND LLC, et al.*, Case No. A-18-781084-B. I hereby submit to the jurisdiction of the Court for purposes of ensuring compliance with the Protective Order.

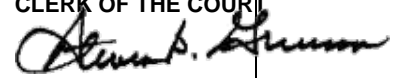
Date: _____

Signature: _____

Printed Name: _____

Address: _____

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1 **NEO**
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3 Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
4 7866 West Sahara Avenue
Las Vegas, Nevada 89117
5 Telephone: (702) 853-5490
Facsimile: (702) 227-1975
6 *Attorneys for Plaintiff*

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10 Plaintiff,

11 vs.

12 LAS VEGAS DEVELOPMENT FUND LLC, a
13 Nevada Limited Liability Company; EB5
IMPACT CAPITAL REGIONAL CENTER
14 LLC, a Nevada Limited Liability Company;
EB5 IMPACT ADVISORS LLC, a Nevada
15 Limited Liability Company; ROBERT W.
DZIUBLA, individually and as President and
16 CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
17 LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
18 FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
19 as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
20 IMPACT ADVISORS LLC; CHICAGO TITLE
COMPANY, a California corporation; DOES 1-
21 10, inclusive; and ROE CORPORATIONS 1-
10, inclusive,

22 Defendants.
23
24

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

NOTICE OF ENTRY OF ORDER
GRANTING TEMPORARY
RESTRAINING ORDER AND
EXPUNGING NOTICE OF
DEFAULT

1 **NOTICE OF ENTRY OF ORDER GRANTING TEMPORARY RESTRAINING ORDER**

2 **AND EXPUNGING NOTICE OF DEFAULT**

3 PLEASE TAKE NOTICE that an Order Granting Temporary Restraining Order and
4 Expunging Notice of Default was entered by the Court in the above-captioned action on the 26th
5 day of November, 2018, a true and correct copy of which is attached hereto.

6 DATED this 27TH day of November, 2018.

7 **ALDRICH LAW FIRM, LTD.**

8 /s/ John P. Aldrich
9 John P. Aldrich, Esq.
10 Nevada Bar No. 6877
11 Catherine Hernandez, Esq.
12 Nevada Bar No. 8410
13 7866 West Sahara Avenue
14 Las Vegas, NV 89117
15 Tel (702) 853-5490
16 Fax (702) 226-1975
17 *Attorneys for Plaintiff*
18
19
20
21
22
23
24

1 **CERTIFICATE OF SERVICE**

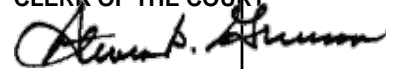
2 I HEREBY CERTIFY that on the 27th day of November, 2018, I caused the foregoing
3 **NOTICE OF ENTRY OF ORDER GRANTING TEMPORARY RESTRAINING ORDER**
4 **AND EXPUNGING NOTICE OF DEFAULT** to be electronically filed and served with the
5 Clerk of the Court using Wiznet which will send notification of such filing to the email addresses
6 denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on
7 the Electronic Mail Notice List, to the following parties:

8 Anthony T. Case, Esq.
Kathryn Holbert, Esq.
9 FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
10 Las Vegas, NV 89123
Attorneys for Defendants LAS VEGAS DEVELOPMENT FUND
11 *LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,*
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
12 *JON FLEMING and LINDA STANWOOD*

13 C. Keith Greer, Esq.
17150 Via del Campo, Suite 100
14 San Diego, CA 92127
Attorneys for Defendants LAS VEGAS DEVELOPMENT FUND
15 *LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,*
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,
16 *JON FLEMING and LINDA STANWOOD*

17 Marni Rubin Watkins, Esq.
FIDELITY NATIONAL LAW GROUP
18 1701 Village Center Circle, Suite 110
Las Vegas, Nevada 89134
19 *Attorney for Defendant CHICAGO TITLE COMPANY*

20
21 /s/ T. Bixenmann
22 An employee of ALDRICH LAW FIRM, LTD.
23
24



1 **ORDER**

2 John P. Aldrich, Esq.
3 Nevada Bar No. 6877
4 Catherine Hernandez, Esq.
5 Nevada Bar No. 8410
6 **ALDRICH LAW FIRM, LTD.**
7 7866 West Sahara Avenue
8 Las Vegas, Nevada 89117
9 Telephone: (702) 853-5490
10 Facsimile: (702) 227-1975
11 *Attorneys for Plaintiff*

12 **EIGHTH JUDICIAL DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 FRONT SIGHT MANAGEMENT LLC, a
15 Nevada Limited Liability Company,

16 Plaintiff,

17 vs.

18 LAS VEGAS DEVELOPMENT FUND LLC, a
19 Nevada Limited Liability Company; EB5
20 IMPACT CAPITAL REGIONAL CENTER
21 LLC, a Nevada Limited Liability Company;
22 EB5 IMPACT ADVISORS LLC, a Nevada
23 Limited Liability Company; ROBERT W.
24 DZIUBLA, individually and as President and
CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
IMPACT ADVISORS LLC; CHICAGO TITLE
COMPANY, a California corporation; DOES 1-
10, inclusive; and ROE CORPORATIONS 1-
10, inclusive,

Defendants.

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

**ORDER GRANTING TEMPORARY
RESTRAINING ORDER AND
EXPUNGING NOTICE OF DEFAULT**

NOV 20 2018

ORDER

1
2
3 This matter having come before the Court, on October 31, 2018 at 9:30 a.m. on
4 Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction, John P.
5 Aldrich, Esq. appearing on behalf of Plaintiff and Kathryn Holbert, Esq., appearing on behalf
6 of all Defendants except Chicago Title, which Defendants opposed the Motion, and with Marni
7 Rubin-Watkins appearing telephonically on behalf of Defendant Chicago Title, which did not
8 oppose the Motion, the Court having reviewed the pleadings on file herein, having heard oral
9 argument by the parties, and good cause appearing therefore,

10 **IT IS HEREBY ORDERED** that Plaintiff's Motion for Temporary Restraining Order
11 is GRANTED in part, as set forth herein.

12 **IT IS FURTHER ORDERED** that a temporary restraining order is hereby entered
13 enjoining Defendants from proceeding with the foreclosure process and/or selling the subject
14 property under the Notice of Breach and Default and of Election to Sell Under Deed of Trust
15 which was recorded with the Nye County Recorder's Office on September 11, 2018.

16 **IT IS FURTHER ORDERED** that the Notice of Breach and Default and of Election to
17 Sell Under Deed of Trust recorded with the Nye County Recorder's Office on September 11,
18 2018 is hereby expunged.

19 **IT IS FURTHER ORDERED** that, pursuant to the stipulation of the parties, this
20 temporary restraining order shall remain in effect until further order of this Court.

21 **IT IS FURTHER ORDERED** that the hearing on Plaintiff's Motion for Preliminary
22 Injunction is set for December 13, 2018 at 1:15 p.m. before this Court.

23 ///

24 ///

1 **IT IS FURTHER ORDERED** that Plaintiff is required to post a bond in the amount of
2 \$100.00.

3 **IT IS SO ORDERED.**

4 DATED this 20 day of November, 2018.


5
6 
DISTRICT COURT JUDGE *CS*

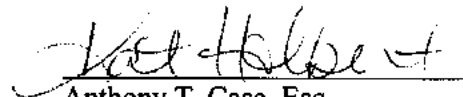
7 Respectfully submitted by:

Approved as to form and content:

8 **ALDRICH LAW FIRM, LTD.**

FARMER CASE & FEDOR

9
10 
11 John P. Aldrich, Esq.
12 Nevada Bar No. 6877
13 Catherine Hernandez, Esq.
14 Nevada Bar No. 8410
7866 West Sahara Avenue
Las Vegas, Nevada 89117
Tel: (702) 853-5490
Fax: (702) 227-1975
Attorneys for Plaintiff

10 
11 Anthony T. Case, Esq.
12 Nevada Bar No. 6589
13 Kathryn Holbert, Esq.
14 Nevada Bar No. 10084
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Tel: (702) 579-3900
Fax: (702) 739-3001
*Attorneys for Defendants LAS VEGAS
DEVELOPMENT FUND LLC, EB5
IMPACT CAPITAL REGIONAL CENTER
LLC, EB5 IMPACT ADVISORS LLC,
ROBERT W. DZIUBLA, JON FLEMING
and LINDA STANWOOD*

1 **ORDR**

2 **EIGHTH JUDICIAL DISTRICT COURT**
3 **CLARK COUNTY, NEVADA**

4 FRONT SITE MANAGEMENT LLC,)
5 Plaintiff(s),)
6 vs.)
7 LAS VEGAS DEVELOPMENT FUND)
8 LLC, ET AL,)
9 Defendant(s).)
10

CASE NO.: **A-18-781084-B**
DEPT. NO.: **XVI**

Settlement Judge: **Elizabeth Gonzalez**
Department: **XI**

Date: **12/19/18**
Time: **10:30am**

11 **ORDER SETTING SETTLEMENT CONFERENCE**

12 A settlement conference has been scheduled for **Wednesday, December 19, 2018 at**
13 **10:30am**. A block of 2 hours has been set aside for your conference; if you feel you will need more
14 time, please contact us.

15 **All parties must have** a representative of each party with full binding settlement authority
16 present without necessity of further consultation. Telephonic appearances or participation will not be
17 allowed.

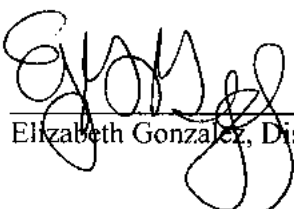
18 **All parties must** provide a Confidential Settlement Statement to this Court including concise
19 statements of relevant facts of strengths and weaknesses of the case. This Confidential Settlement
20 Statement is to be delivered to Department 11 by **2:00p.m. Monday, December 17, 2018**.

21 **Parties are required** to serve this Order upon any parties that are brought into this action after
22 this Original Order has been served.

23 Application for relief from this order, with good cause, must be made to Judge Elizabeth
24 Gonzalez in writing by facsimile not later than **one week** prior to the conference.

25 **Failure to comply** with any of the above may result in cancellation of the Settlement
26 Conference, a Show Cause Hearing and possible Sanctions.

DATED this 5th day of December, 2018,

27 
Elizabeth Gonzalez, District Court Judge

CLERK OF THE COURT
RECEIVED
DEC - 6 2018
37

1 Certificate of Service

2 I hereby certify that on the date filed, this Order was electronically served, pursuant to
3 N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic
4 Filing Program.

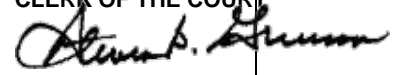
5
6 John P Aldrich, Esq. (Aldrich Law Firm)

7 Anthony T Case, Esq. (Farmer Case & Fedor)

8 Marni Rubin Watkins, Esq. (Fidelity National Law Group)

9 
10 Dan Kutinac, JEA, District Court Dept XI

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1 **ACOM**
John P. Aldrich, Esq.
2 Nevada Bar No. 6877
Catherine Hernandez, Esq.
3 Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
4 7866 West Sahara Avenue
Las Vegas, Nevada 89117
5 Telephone: (702) 853-5490
Facsimile: (702) 227-1975
6 *Attorneys for Plaintiff*

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10 Plaintiff,

11 vs.

12 LAS VEGAS DEVELOPMENT FUND LLC, a
13 Nevada Limited Liability Company; EB5
IMPACT CAPITAL REGIONAL CENTER
14 LLC, a Nevada Limited Liability Company;
EB5 IMPACT ADVISORS LLC, a Nevada
15 Limited Liability Company; ROBERT W.
DZIUBLA, individually and as President and
16 CEO of LAS VEGAS DEVELOPMENT
FUND LLC and EB5 IMPACT ADVISORS
17 LLC; JON FLEMING, individually and as an
agent of LAS VEGAS DEVELOPMENT
18 FUND LLC and EB5 IMPACT ADVISORS
LLC; LINDA STANWOOD, individually and
19 as Senior Vice President of LAS VEGAS
DEVELOPMENT FUND LLC and EB5
20 IMPACT ADVISORS LLC; DOES 1-10,
inclusive; and ROE CORPORATIONS 1-10,
21 inclusive,

22 Defendants.

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

23 **SECOND AMENDED COMPLAINT**

1 Plaintiff FRONT SIGHT MANAGEMENT LLC by and through its attorneys, John P.
2 Aldrich, Esq. and Catherine Hernandez, Esq., of the Aldrich Law Firm, Ltd., hereby complains
3 and alleges against Defendants LAS VEGAS DEVELOPMENT FUND LLC, a Nevada Limited
4 Liability Company; EB5 IMPACT CAPITAL REGIONAL CENTER LLC, a Nevada Limited
5 Liability Company; EB5 IMPACT ADVISORS LLC, a Nevada Limited Liability Company;
6 ROBERT W. DZIUBLA, individually and as President and CEO of LAS VEGAS
7 DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; JON FLEMING,
8 individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT
9 ADVISORS LLC; LINDA STANWOOD, individually and as Senior Vice President of LAS
10 VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; DOES 1-10,
11 inclusive; and ROE CORPORATIONS 1-10, inclusive, as follows:

12 **PARTIES**

13 1. Plaintiff FRONT SIGHT MANAGEMENT LLC (“Front Sight” or “Plaintiff”) is
14 a limited liability company, duly formed, organized and existing under the laws of the state of
15 Nevada and conducting business in Clark County, Nevada.

16 2. Defendant LAS VEGAS DEVELOPMENT FUND LLC (“LVDF”), is and at all
17 relevant times mentioned herein, was, a Nevada limited liability company, transacting business
18 in the State of Nevada.

19 3. Defendant EB5 IMPACT CAPITAL REGIONAL CENTER LLC (“EB5IC”) is
20 and at all relevant times mentioned herein, was, a Nevada limited liability company, transacting
21 business in the State of Nevada.

1 4. Defendant EB5 IMPACT ADVISORS LLC (“EB5IA”), is and at all relevant
2 times mentioned herein, was, a Nevada limited liability company, transacting business in the
3 State of Nevada.

4 5. Upon information and belief, Defendant ROBERT W. DZIUBLA (“Dziubla”),
5 individually and as President and CEO of LAS VEGAS DEVELOPMENT FUND LLC and EB5
6 IMPACT CAPITAL REGIONAL CENTER LLC, is and at all relevant times mentioned herein,
7 was, a resident of California, transacting substantial business in the State of Nevada and
8 maintaining numerous and frequent contacts with Nevada.

9 6. Upon information and belief, Defendant JON FLEMING (“Fleming”),
10 individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT
11 ADVISORS LLC, is and at all relevant times mentioned herein, was, a resident of California,
12 transacting substantial business in the State of Nevada and maintaining numerous and frequent
13 contacts with Nevada.

14 7. Upon information and belief, Defendant LINDA STANWOOD (“Stanwood”),
15 individually and as Senior Vice President of LAS VEGAS DEVELOPMENT FUND LLC and
16 EB5 IMPACT CAPITAL REGIONAL CENTER LLC, is and at all relevant times mentioned
17 herein, was, a resident of California, transacting substantial business in the State of Nevada and
18 maintaining numerous and frequent contacts with Nevada.

19 8. The true names and capacities of Defendant DOES I through V are unknown to
20 Plaintiff, and Plaintiff therefore sues said Defendants by said fictitious names. Plaintiff is
21 informed and believes, and thereupon alleges that each of the Defendants designated as DOE is
22 responsible in some manner for the events and happenings referred to and caused the damages to
23 plaintiff as alleged and Plaintiff will ask leave of this court to amend this complaint to insert the
24

1 true names and capacities of DOES I through V when they are ascertained by Plaintiff together
2 with appropriate charges and allegations to join such Defendants in this action.

3 9. The trues names and capacities of Defendants ROE Corporations I through V are
4 unknown to Plaintiff, and Plaintiff therefore sues said Defendants by said fictitious names.
5 Plaintiff is informed and believe, and thereupon alleges that each of the Defendants designated as
6 ROE Corporations I through V is responsible in some manner for the events and happenings
7 referred to and caused the damages to Plaintiff as alleged, and Plaintiff will ask leave of this
8 court to amend this Complaint to insert the true names and capacities of ROE Corporations I
9 through V when they are ascertained by Plaintiff together with appropriate charges and
10 allegations to join such Defendants in this action.

11 10. As described above, Defendants Dziubla, Fleming, and Stanwood are or were
12 officers of Defendants EB5IA, EB5IC, and LVDF (the "Entity Defendants"). Defendants
13 Dziubla and Fleming acted in concert throughout the time frame described herein, as officers and
14 representatives of the Entity Defendants, and individually because they benefitted individually
15 from their unlawful conduct. Moreover, in nearly every instance, Defendant Fleming endorsed
16 and sustained Defendant Dziubla's representations. Defendant Fleming is copied on the large
17 majority of e-mails from Defendant Dziubla to Plaintiff's representatives and never once made
18 any effort to correct Defendant Dziubla's false representations. Moreover, Defendant Fleming
19 participated in numerous meetings, telephone conferences, and the like, where similar
20 representations were made by him and Defendant Dziubla. Plaintiff asserts that the
21 representations made by Dziubla were made in concert and in consultation with Defendant
22 Fleming, until at least early 2018. According to an e-mail from Defendant Dziubla to Mike
23 Meacher on May 12, 2018, Dziubla informed Meacher that Defendant Stanwood "has been
24

1 working informally with us for several years and is quite familiar with the EB5 business.”
2 Defendant Dziubla further informed Meacher that Stanwood “has been working with us on a
3 formal and full time basis since January 1[, 2018].” (**Exhibit 1.**) Although Defendants did not
4 disclose that Defendant Stanwood is Defendant Dziubla’s wife, Plaintiff has since learned that
5 Defendant Stanwood is the wife of Defendant Dziubla. Plaintiff believes Defendant Stanwood
6 knowingly benefitted from Defendants’ unlawful conduct, particularly by directly benefitting
7 from Defendants’ misappropriation of funds as set forth below. Further, based on Defendant
8 Dziubla’s representation that Defendant Stanwood had been working with Defendants
9 “informally” for several years, Plaintiff believes and asserts that Defendant Stanwood
10 participated in and endorsed the misconduct of Defendants described herein. Upon information
11 and belief, Plaintiff asserts that Defendant Stanwood actively engaged in the misconduct
12 described herein in concert with Defendants Dziubla and Fleming. Throughout this Second
13 Amended Complaint, the term “Defendants” is used to describe all Defendants. Given the
14 commingling and misappropriation of funds, and that fact that Defendants Dziubla, Fleming, and
15 Stanwood acted in concert in their unlawful conduct, both individually and in their capacities as
16 officers of the Entity Defendants, Plaintiff asserts that Defendants have all acted together to
17 bring about what is described herein.

18 GENERAL ALLEGATIONS

19 Inducement of Front Sight to Fund Defendants’ EB-5 Raise for the Development and 20 Construction of the Front Sight Resort Project in Detrimental Reliance on a Raise of \$75 Million

21 11. As reflected in email correspondence between Defendant Dziubla and Front Sight
22 officers dated August 27, 2012, as early as August of 2012, Defendant Dziubla, on behalf of
23 what eventually became LFDF, EB5IC, and EB5IA, made representations to Front Sight that
24 Defendant Dziubla and his associates had the ability, experience and networking breadth with

1 Chinese investors to enable Defendant Dziubla “to put together a financing package for some, or
2 perhaps all, of the \$150 million you [Front Sight] were seeking to raise.” (**Exhibit 2.**)
3 Defendant Fleming is copied on at least part of this correspondence, did not correct any of the
4 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
5 information and belief, Defendant Stanwood, through her “informal” involvement and her
6 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
7 of the misrepresentations, and endorsed and supported the statements through her actions. This
8 material representation was relied upon by Plaintiff but proved to be false.

9 12. In a proposal letter dated September 13, 2012, Defendant Dziubla, then as
10 President and CEO of Kenworth Capital, represented to Front Sight that, provided Front Sight
11 agreed to pay “upfront fees” of \$300,000 to cover Defendant Dziubla’s “direct out-of-pocket cost
12 to do an EB-5 raise,” Defendant Dziubla would “be able to structure the \$65 million of EB-5
13 financing as non-recourse debt secured only by a mortgage on the property. (**Exhibit 3.**) Thus,
14 no personal guaranties or other collateral were required from Dr. Piazza or Front Sight. This
15 non-recourse element of the EB-5 financing is truly extraordinary.” These material
16 representations – particularly regarding the amount – were relied upon by Plaintiff but were
17 false. Further, upon information and belief, this was a substantially inflated estimate of direct-
18 out-of-pocket costs, and that it is not customary for an amount this large to be paid up front.
19 This estimate was a misrepresentation of the true costs of an EB-5 offering intended to mislead
20 the Plaintiff into paying substantially more upfront than it would pay to a legitimate EB-5
21 funding provider. Defendant Fleming is copied on this correspondence, did not correct any of
22 the misrepresentations, and in fact endorsed and supported the statements through his actions.
23 Upon information and belief, Defendant Stanwood, through her “informal” involvement and her
24

1 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
2 of the misrepresentations, and endorsed and supported the statements through her actions.

3 13. The structure chart attached to that proposal letter contemplated “130 foreign
4 investors,” “\$500,000 from each investor,” and a “\$65 million loan” for the development and
5 construction of the Front Sight Resort Project.

6 14. In said letter, Defendant Dziubla represented that Defendant Dziubla’s “partners,
7 Empyrean West (Dave Keller and Jay Carter), are the owners and managers of a USCIS-
8 approved regional center, Liberty West Regional Center, through which we will invest the \$65
9 million of EB-5 funding.”

10 15. In that same proposal letter, Defendant Dziubla further represented to Front Sight:

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

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

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

1 16. These material representations were made to induce Front Sight into trusting its
2 project to Defendants. In that same letter, Defendant Dziubla also represented to Front Sight that
3 “EB-5 funding initiatives typically take 5 – 8 months before first funds are placed into escrow
4 with the balance of the funds being deposited during the next 6 – 8 months. This sort of extended
5 timing seems to be compatible with Front Sight’s development timeline given our discussions.”
6 These material representations were relied upon by Plaintiff but were false.

7 17. Still in this same proposal letter, Defendant Dziubla represented that “... we don’t
8 make any money until we have successfully raised the \$65m....” As described more fully herein,
9 this representation was false. Defendant Fleming is copied on this correspondence, did not
10 correct any of the misrepresentations, and in fact endorsed and supported the statements through
11 his actions, including receiving funds from at least Defendant EB5IA. Upon information and
12 belief, Defendant Stanwood, through her “informal” involvement and her relationship with
13 Defendant Dziubla, also was aware of these representations, did not correct any of the
14 misrepresentations, and endorsed and supported the statements through her actions, including
15 receiving funds through her husband, Defendant Dziubla, from at least Defendant EB5IA.

16 18. Moreover, Emyrean West was not and is not the exclusive EB-5 firm in
17 Vietnam. This was a misrepresentation intended to give the impression that Kenworth, through
18 its “partners” Emyrean West, had special access to EB-5 investors in Vietnam. This material
19 representation was relied upon by Plaintiff and was false.

20 19. After multiple exchanges of email correspondence and several meetings,
21 Defendant Dziubla represented to Front Sight that Defendant Dziubla and his partners were
22 working on a proposal for “the creation of a new regional center for the Front Sight project and
23 the raise of up to \$75m (interest reserve included) of EB-5 immigrant investor financing.”
24

1 (Exhibit 4.) This \$75 million raise never materialized. Defendant Fleming is copied on this
2 correspondence, did not correct any of the misrepresentations, and in fact endorsed and
3 supported the statements through his actions. Upon information and belief, Defendant
4 Stanwood, through her “informal” involvement and her relationship with Defendant Dziubla,
5 also was aware of these representations, did not correct any of the misrepresentations, and
6 endorsed and supported the statements through her actions.

7 20. On February 8, 2013, as President & CEO of EB5 Impact Advisors LLC
8 (“EB5IA”), Defendant Dziubla submitted a revised proposal (the “Engagement Letter”) to Front
9 Sight for the engagement of EB5IA to perform services in connection with the raising of \$75
10 million of debt financing for Front Sight to expand its operations through the EB-5 immigrant
11 investor program supervised by the USCIS, said services to include, amongst other, engaging the
12 services of other professionals to achieve the establishment of the EB5 Impact Capital Regional
13 Center covering Nye County, Nevada, and with approved job codes encompassing the Front
14 Sight resort project; to prepare the business plan and economic impact analysis for both the
15 Regional Center and the Front Sight Resort Project as the exemplar transaction for the Regional
16 Center; preparing the offering documentation and making presentations to prospective investors
17 to obtain commitments for the contemplated financing. (Exhibit 5.) Defendant Fleming is
18 copied on this correspondence, did not correct any of the misrepresentations, and in fact
19 endorsed and supported the statements through his actions. Upon information and belief,
20 Defendant Stanwood, through her “informal” involvement and her relationship with Defendant
21 Dziubla, also was aware of these representations, did not correct any of the misrepresentations,
22 and endorsed and supported the statements through her actions.

1 21. Based on Mr. Dziubla and Mr. Fleming’s representations, Dr. Ignatius Piazza,
2 Front Sight’s principal, and Plaintiff Front Sight believed that an EB5 Regional Center was the
3 best way to raise the required capital to complete the Front Sight project within the time frames
4 represented by Defendants. The use of EB-5 funds would be from government-vetted foreign
5 investors who believed in Front Sight’s purpose to positively change the image of gun
6 ownership, with the added benefit that the Front Sight investors could also enjoy the freedoms of
7 participating in the Front Sight project with their families while securing a United States visa.
8 This “win-win” situation would be good for Front Sight, good for the country, and good for the
9 investors and their families. Such a project would also create much-needed jobs in the rural area
10 surrounding Pahrump, Nevada, another important goal of Plaintiff Front Sight.

11 22. The engagement letter agreement dated February 14, 2013 between Defendant
12 EB5 Impact Advisors LLC (“EB5IA”) and Plaintiff (**Exhibit 6**) indicates in the Scope of
13 Assignment; Services on page 1 that EB5IA would engage Baker & McKenzie to establish the
14 EB5 Impact Capital Regional Center. Defendant Fleming is copied on this correspondence, did
15 not correct any of the misrepresentations, and in fact endorsed and supported the statements
16 through his actions. Upon information and belief, Defendant Stanwood, through her “informal”
17 involvement and her relationship with Defendant Dziubla, also was aware of these
18 representations, did not correct any of the misrepresentations, and endorsed and supported the
19 statements through her actions. Upon information and belief, the establishment of a regional
20 center is a highly unusual provision in an engagement letter to provide EB-5 financing to a third
21 party, and the cost of establishment of the regional center is always paid for by the owner of the
22 regional center, not the party seeking financing. These provisions indicate that EB5IA, Dziubla,
23
24

1 Fleming, and Stanwood misled the Plaintiff into believing that this was a normal part of an EB-5
2 financing, which it was not.

3 23. The estimated timeline (in **Exhibit 6**) showing that \$75 million in EB-5 financing
4 would be raised between 4 months from the earliest expected approval of the regional center and
5 6 months from the latest expected approval of the regional center wildly misrepresented the
6 normal time necessary to raise \$75 million in EB-5 financing. In 2013, only the very largest and
7 most experienced regional centers could raise that much in EB-5 financing, based upon their
8 track record of prior successful EB-5 financings. Most new regional centers either failed to raise
9 any financing at all or would start with very small offerings (\$5 million to \$10 million) and
10 gradually raise larger EB-5 financings as they became known in the EB-5 financing market.
11 Even for well-known regional center operators, it is not unusual for an EB-5 financing, even one
12 sponsored by an experienced EB-5 sponsor, to take a year or more before it gains acceptance in
13 the EB-5 financing market. These material misrepresentations of Defendants Dziubla, Fleming,
14 and, upon information and belief, Stanwood were intended to induce Plaintiff to enter into and/or
15 continue with the agreement and were false.

16 24. Based on the representations of Defendants Dziubla, Fleming, and upon
17 information and belief, Stanwood, Front Sight placed its trust in Defendant Dziubla and his team
18 and executed the Engagement Letter in February of 2013.

19 25. The engagement letter states that a Professor Sean Flynn will prepare a business
20 plan and Schedule B specifically provides for a \$20,000 payment to Professor Flynn. Plaintiff
21 provided the \$20,000 specifically for the report of Professor Flynn. However, Plaintiff has since
22 learned that the \$20,000 payment was never made to Professor Flynn. Rather, upon information
23 and belief, Defendants Dziubla and Fleming offered Professor Fleming an ownership interest in
24

1 at least one of the Entity Defendants and Defendants kept the \$20,000 and/or diverted it to other
2 uses.

3 26. Defendants Dziubla and Fleming represented to Plaintiff that the approval process
4 for the new regional center could be as short as 3-4 months. (**Exhibit 7.**) This statement was
5 false. Defendant Fleming is copied on this correspondence, did not correct any of the
6 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
7 information and belief, Defendant Stanwood, through her “informal” involvement and her
8 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
9 of the misrepresentations, and endorsed and supported the statements through her actions.

10 27. Unbeknownst to Front Sight, the process for filing a regional center application
11 with the U.S. Citizenship and Immigration Services (“USCIS”) and a request for exemplar
12 approval of an actual EB-5 project in 2013 was approximately 12 to 24 months from the date of
13 filing. This was a very important disadvantage to an EB-5 financing, because no EB-5 investor
14 is allowed to file a visa petition until the regional center is approved – a disadvantage that
15 Defendants Dziubla, Fleming, and EB5IA concealed from Front Sight. Front Sight has since
16 learned that, for that reason, it is standard in the EB-5 industry to either wait until the regional
17 center is approved before even beginning to market an EB-5 project, or enter into an agreement
18 with an existing regional center to avoid the waiting time. As shown in Exhibit 7 and Exhibit 9
19 of this Second Amended Complaint, Defendant EB5IA filed its regional center application on
20 April 14, 2014 and received USCIS approval on July 27, 2015, meaning that the Plaintiff’s
21 project could not be marketed for 15 months after the regional center application was filed, thus
22 demonstrating the substantial disadvantage of this method of raising EB-5 financing. Defendants
23 Dziubla, Fleming, Stanwood, and EB5IA did not disclose this to Front Sight, but rather
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1 concealed these disadvantages. Upon information and belief, Defendant EB5IA could have
2 entered into an agreement with one of several regional centers that were already approved to
3 sponsor projects in the Las Vegas area in 2013 (including Empyrean West, which it represented
4 to be a “partner”), but for unexplained reasons, Defendants Dziubla, Fleming, Stanwood, and
5 EB5IA chose not to enter into an agreement with an existing regional center, and instead decided
6 to file a regional center application that would require it to delay marketing for over a year.

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

8 28. After many months of intense work, much of which was completed by Front Sight
9 or Front Sight’s agents, with all costs and expenses covered by Front Sight, the application for
10 approval of the Regional Center was filed on April 15, 2014.

11 29. During the extended period of waiting for the approval of the Regional Center and
12 the Exemplar Project, more promises and representations were made by Dziubla with respect to
13 the rapidity of the EB-5 raise, including the following misrepresentation:

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

17 **(Exhibit 8.)** Defendant Fleming is copied on this correspondence, did not correct any of the
18 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
19 information and belief, Defendant Stanwood, through her “informal” involvement and her
20 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
21 of the misrepresentations, and endorsed and supported the statements through her actions. This
22 assurance that it would take only 4 to 5 months to raise \$25,000,000 in EB-5 financing again
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1 substantially overstates the ability of a new regional center to raise EB-5 financing and was
2 knowingly false.

3 30. After many more months of intense follow-up by all concerned parties, including
4 Front Sight, the Regional Center and Exemplar Project were approved by the USCIS on July 27,
5 2015. (**Exhibit 9.**) Shortly thereafter, marketing efforts allegedly began by Defendants Dziubla
6 Fleming, and EB5IA (and allegedly Stanwood “informally”), and others engaged by Defendant
7 Dziubla, with Front Sight continuing to pay for all related costs and expenses.

8 31. The results of those alleged efforts have fallen dramatically short, both of the \$75
9 million raise that Front Sight had been induced to expect, and of the reduced maximum \$50
10 million raise that subsequently Defendant Dziubla asked Front Sight to accept, long after Front
11 Sight had been induced into incurring, and had in fact incurred, approximately \$300,000 in costs
12 and expenses in connection with such raise.

13 32. A pattern was established of asking Front Sight to advance funds for travel and
14 marketing expenses by Defendant Dziubla and other members of Defendant Dziubla’s team,
15 including Jon Fleming, and then not delivering even a modest amount of EB-5 investor funds as
16 promised. Moreover, Defendants Dziubla, Fleming, and EB5IA repeatedly failed and refused to
17 provide any documentation or receipts to Plaintiff Front Sight that demonstrated how Front
18 Sight’s money – which had been provided to Defendants and earmarked for marketing – had
19 been used, if it was used for marketing at all. (For example, on August 11, 2015 (**Exhibit 10**),
20 Dziubla wrote to Front Sight’s representative: “We look forward to having the \$53.5k deposited
21 into our Wells Fargo account tomorrow. Front Sight is the ONLY EB5 project we are handling
22 and of course receives our full and diligent attention. Our goal is most assuredly to have the
23 minimum raise of \$25m (50 investors) subscribed by Thanksgiving.”) Defendant Fleming is
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1 copied on this correspondence, did not correct any of the misrepresentations, and in fact
2 endorsed and supported the statements through his actions. Upon information and belief,
3 Defendant Stanwood, through her “informal” involvement and her relationship with Defendant
4 Dziubla, also was aware of these representations, did not correct any of the misrepresentations,
5 and endorsed and supported the statements through her actions. This is yet another indication
6 that Defendants Dziubla, Fleming, EB5IA, and upon information and belief, Stanwood misled
7 Plaintiff into believing that it was possible to raise that amount of EB-5 financing within 4
8 months. Despite repeated requests for an accounting of how Defendants were spending Front
9 Sight’s money, Defendants repeatedly refused to provide any accounting.

10 33. In apparent contradiction of Defendant Dziubla’s representation that “Front Sight
11 is the ONLY EB5 project we are handling and of course receives our full and diligent attention”
12 (**Exhibit 10**), on Defendants’ website eb5impactcapital.com, Defendants have posted an open
13 invitation to other developers seeking EB-5 funding for their respective projects to contact
14 Defendants regarding their EB-5 fundraising services. (**Exhibit 11.**) Defendant Fleming did not
15 correct any of the misrepresentations, and in fact endorsed and supported the statements through
16 his actions. Upon information and belief, Defendant Stanwood, through her “informal”
17 involvement and her relationship with Defendant Dziubla, also was aware of these
18 representations, did not correct any of the misrepresentations, and endorsed and supported the
19 statements through her actions.

20 34. In October of 2015, Defendant Dziubla alluded to a “minimum raise of \$25
21 million” in multiple email correspondence related to Front Sight’s negotiation of a construction
22 loan agreement. Defendant Fleming was aware of this correspondence, did not correct any of the
23 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
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1 information and belief, Defendant Stanwood, through her “informal” involvement and her
2 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
3 of the misrepresentations, and endorsed and supported the statements through her actions.

4 35. In an email exchange between Defendant Dziubla and Mike Meacher between
5 December 8 and December 16, 2015 (**Exhibit 12**), Dziubla attempted to explain the reason why
6 EB5IA had not raised \$25,000,000, while continuing to represent that he would reach that goal
7 soon. He states in his email dated December 16, 2015 that the following is the reason for the
8 delay in raising EB-5 funds:

9 “As we mentioned in an earlier email, the uncertainty surrounding what
10 Congress was going to do has really sidelined the investors. We have been in
11 contact with our agents in China over night, and they are ecstatic with this news
12 and assure us that with this logjam now cleared, the investors will be signing up.
13 We were, of course, dismayed by the slow sales progress, but now expect the
14 sales pace to increase substantially.”

15 Contrary to the explanation given by Defendant Dziubla for the slow sales of investments in
16 Plaintiff’s project, Plaintiff has since learned that, in fact, because of the uncertainty regarding
17 whether the EB-5 program would be renewed, the sales of EB-5 investments reached their
18 highest levels ever in 2015, particularly in China where over 85% of all EB-5 investments were
19 sold at that time. If Defendants Dziubla, Fleming, or EB5IA had any knowledge of the EB-5
20 markets, they would have known that 2015 was a year of very high market demand. The
21 statements that the market had slowed in 2015 were deliberately misleading. Defendant Fleming
22 is copied on this correspondence, did not correct any of the misrepresentations, and in fact
23 endorsed and supported the statements through his actions. Upon information and belief,
24 Defendant Stanwood, through her “informal” involvement and her relationship with Defendant
Dziubla, also was aware of these representations, did not correct any of the misrepresentations,
and endorsed and supported the statements through her actions.

1 36. In response to Front Sight’s repeated expressions of concern with the slow pace of
2 securing investors for their EB-5 program, on December 16, 2015 Defendant Dziubla wrote the
3 following, which proved to be false: “With regard to the timeline, we may still be able to achieve
4 the minimum raise of \$25m by January 31 and thereupon begin disbursing the construction loan
5 proceeds to you, but a more realistic date might be February 8. Why that date you ask? Because
6 the Christmas holidays and January 1st new year holiday are rather insignificant in China and,
7 importantly, February 8 is the start of the Chinese New Year. Chinese people like to conclude
8 their major business decisions before the start of that 2 – 3 week holiday period, so we expect to
9 see interest in the FS project growing rapidly over the next couple of weeks with interested
10 investors getting their source and path of funds verification completed in January so that they can
11 make the investment by February 8.” (**Exhibit 12.**) Defendants Dziubla, Fleming, and EB5IA
12 were continuing to misrepresent to Plaintiff that there was a possibility that at least \$25,000,000
13 would be raised by February 8, 2016.

14 37. On January 4, 2016, in reply to Front Sight’s query as to whether the “minimum
15 raise of \$25 million” would be achieved by February 8, as Defendant Dziubla had
16 misrepresented, Defendant Dziubla wrote:

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

 “With regard to timing, based on discussions with our agents over the past
few days, including today, it looks like we may have 5 – 10 investors into escrow
by February 8, with an additional 20 – 30 in the pipeline. The Chinese New year
commences on February 8, so the market will essentially shut down for about two
weeks, and then the investors will gradually return to work. The agents are saying

1 that investors who have not already decided on the project by February 8 will
2 contemplate it over the Chinese New Year and discuss it with their family, as it
3 entails the fundamental life change of leaving their homeland and moving to the
4 USA. We are pushing our agents hard to have 50 investors into escrow by
5 February 29. Once we have the 50 investors into escrow with the Minimum Raise
6 achieved, we will disburse the initial \$18.75m to you and then continue with the
7 fundraising, which is likely to accelerate since it has a snowball type of effect. As
8 the funds continue to come into escrow, we will continually disburse them to you.
9 (See the Oct. 20 email.) Given that the current EB-5 legislation expires on
10 September 30, 2016, at which time the minimum investment amount will most
11 likely increase to \$800k, we highly anticipate that we will have raised the full
12 \$75m by then.” (**Exhibit 13.**)

13 Defendant Fleming is copied on this correspondence, did not correct any of the
14 misrepresentations, and in fact endorsed and supported the statements through his actions. Upon
15 information and belief, Defendant Stanwood, through her “informal” involvement and her
16 relationship with Defendant Dziubla, also was aware of these representations, did not correct any
17 of the misrepresentations, and endorsed and supported the statements through her actions.

18 38. On January 31, 2016, in response to Front Sight’s question as to how many
19 “actual investors” with \$500,000 in investment funds into escrow it had to date – and just 9 days
20 before Defendant Dziubla had promised to have \$25M available – Defendant Dziubla responded:
21 “Two.” (**Exhibit 14.**) This statement was true.

22 39. From the inception of Defendants Dziubla, Fleming, EB5IA, and Stanwood’s
23 alleged marketing efforts, Defendants Dziubla, Fleming, and EB5IA consistently refused Front
24 Sight’s requests to have direct contact with parties reportedly and purportedly performing
services to find EB-5 investors, including King Liu and Jay Li, principals of the Sinowel firm.
Defendant Fleming is copied on this correspondence, did not correct any of the
misrepresentations, and in fact endorsed and supported the statements through his actions.

40. From time to time Defendants Dziubla, Fleming, and EB5IA announced various
purported alliances and associations with brokers and sales representatives in various regions

1 with reported growing “pipelines,” but in the end, more than three years after the USCIS
2 approval, and after Front Sight had paid at least \$512,500 in fees and expenses, Front Sight has
3 only received \$6,375,000 in Construction Loan disbursements. Defendants Dziubla, Fleming,
4 and EB5IA continued to refuse to account for what efforts they allegedly put forth to meet their
5 obligations or how they were spending Front Sight’s expense advances.

6 41. In an email exchange between Dziubla and Meacher on March 1, 2016 (set forth
7 in **Exhibit 15** and copied to Fleming), 18 months after marketing first began for the EB-5
8 offering, Mike Meacher, Plaintiff’s Chief Operating Officer, states that as of that date, there was
9 only one Indian investor with funds in escrow, two Indian investors who are raising funds to
10 deposit to escrow and one Swiss investor who has decided to invest but has not put any money in
11 escrow. Mr. Meacher’s email lists 28 prior communications from Dziubla to Meacher from
12 August 2015 to February 2016 in which Dziubla had repeatedly indicated that EB5IA was on
13 track to raise the minimum \$25,000,000. All of these assurances were misrepresentations
14 designed to persuade Plaintiff to continue funding amounts that were purportedly intended to be
15 used for marketing the offering.

16 42. Notwithstanding the aforementioned lack of transparency on the part of
17 Defendants, and in a good-faith effort to promote the ongoing marketing of the EB-5 program, as
18 of November 15, 2016, Front Sight agreed to a modified version of Defendant Dziubla’s request
19 of advancing Defendant Dziubla \$8,000 per month for marketing expenses in months where
20 Defendants actually obtained investor funds, in detrimental reliance on Defendant Dziubla’s
21 representation that the local/regional agents for the investors “were taking it all.” (**Exhibit 16.**)
22 Defendants Dziubla, Fleming, and EB5IA continued to refuse to provide an accounting and
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1 repeatedly refused to permit Plaintiff’s representatives to speak with the local/regional agents
2 Defendants purportedly were conversing with. (**Exhibit 17.**)

3 43. Furthermore, when Defendant Dziubla was soliciting Front Sight to pay for the
4 Regional Center, Front Sight requested to be an owner of EB5IC since Front Sight was paying
5 for it, but Defendant Dziubla, on behalf of Defendant EB5IC and for his own benefit and the
6 benefit of Fleming and Stanwood, responded that USCIS would not allow it and would look
7 unfavorably on a developer owning a regional center. This statement was false.

8 44. When Front Sight asked for full disclosure on the financial arrangements with the
9 various agents and brokers Defendants Dziubla, Fleming, and EB5IA claimed to have in place,
10 Defendant Dziubla represented to Front Sight that said agents require strict confidentiality on all
11 financial arrangements with the regional center and thus Defendant Dziubla could not disclose to
12 Front Sight the financial splits. (**Exhibits 15 and 18.**) Front Sight has recently learned from an
13 experienced and reputable industry consultant that these representations are not true. Defendant
14 Fleming was aware of these communications, did not correct any of the misrepresentations, and
15 in fact endorsed and supported the statements through his actions. Upon information and belief,
16 Defendant Stanwood, through her “informal” involvement and her relationship with Defendant
17 Dziubla, also was aware of these representations, did not correct any of the misrepresentations,
18 and endorsed and supported the statements through her actions.

19 45. In reality, developers often own the regional centers handling their projects, and
20 financial arrangements, and the brokers and agents are normally transparent and regularly
21 disclosed to the developers.

22 46. Defendants Dziubla, Fleming, Stanwood, and EB5IC either knew or should have
23 known that Front Sight, as developers, could have owned the Regional Center that Front Sight
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1 paid for, but for Defendant Dziubla’s misrepresentation that this would not be acceptable to the
2 USCIS. Defendant Dziubla made these misrepresentations due to his own greed and desire to
3 attempt to usurp Front Sight’s opportunity. Defendants Fleming, Stanwood, and EB5IC were
4 aware of these communications and failed to correct the misrepresentations.

5 47. Defendants Dziubla, Fleming, Stanwood, EB5IA, and EB5IC also either knew or
6 should have known that Front Sight, as developers, was and is entitled to full disclosure of the
7 financial arrangements that Defendant Dziubla has made or is making with agents and brokers
8 who produce investors for the EB-5 investor program for Front Sight’s Project.

9 48. Instead of providing the promised \$75,000,000 in funding, Defendants Dziubla,
10 Fleming, Stanwood, EB5IA, and LVDF have provided just over \$6,000,000 – less than 5% of the
11 originally promised \$150,000,000 and less than 10% of the \$75,000,000 Defendants later
12 promised to raise.

13 49. On July 31, 2018, in an attempt to trigger default interest rates on the construction
14 loan, for its own gain and the personal gain of Defendants Dziubla and Stanwood, and in an
15 attempt to intimidate Front Sight and to cover up Defendants’ own wrongful conduct, Defendant
16 LVDF, through Defendant Dziubla, delivered a document to Front Sight entitled “Notice of
17 Multiple Defaults / Notice of Inspection / Monthly Proof of Project Costs,” (“the Notice”) which
18 document was signed by Defendant Dziubla. (**Exhibit 19.**) Said notice alleges breach by Front
19 Sight of that certain Construction Loan Agreement dated October 6, 2016 (the “Original Loan
20 Agreement”), that certain First Amendment to Loan Agreement dated July 1, 2017 (the “First
21 Amendment”), and that certain Second Amendment to Loan Agreement dated February 28, 2018
22 (the “Second Amendment”; collectively, the Original Loan Agreement, the First Amendment
23 and the Second Amendment may be referred to as the “Construction Loan Agreement”).
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1 50. Defendants did not allege any monetary defaults on the part of Front Sight, and
2 indeed none exist. Defendants, however, alleged administrative defaults, all of which Front
3 Sight has refuted. Defendants have alleged these administrative defaults in an attempt to
4 alleviate Defendants' responsibility for its repeated failure to obtain the funding they have
5 repeatedly misrepresented they would – in clear breach of Defendants' duties under the
6 agreements – and as an attempt to usurp Plaintiff Front Sight's opportunity and Defendants'
7 misguided and greed-driven attempt to take possession of Front Sight's property.

8 51. Defendants' position as set forth in the alleged Notice of Default is frivolous and
9 ignores the fact that Defendants have grossly breached their agreements with Plaintiff. Not
10 surprisingly, Defendants' absurd position also ignores well-established Nevada law that the party
11 who commits the first breach of a contract cannot maintain an action against the other for a
12 subsequent failure to perform, and cannot seek damages against the other party for harm the
13 breaching party has caused – and Defendants have caused an immense amount of harm to
14 Plaintiff.

15 52. In a 19-page response to the Notice, Front Sight addressed each and every alleged
16 administrative default, clearly refuting each and every issue asserted by Defendants. (**Exhibit**
17 **20.**)

18 53. On August 24, 2018, Defendant LVDF delivered a second document to Front
19 Sight entitled "Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project
20 Costs," ("the Second Notice") which document was again signed by Defendant Dziubla.
21 (**Exhibit 21.**) Said notice responded to portions of Front Sight's 19-page response, and again
22 alleged administrative breach by Front Sight of the Construction Loan Agreement.

1 54. Defendants still did not allege any monetary defaults on the part of Front Sight,
2 and indeed none existed.

3 55. In a 4-page response to the Notice dated August 25, 2018, Front Sight again
4 addressed each and every alleged default, clearly refuting each and every issue asserted by
5 Defendants. (**Exhibit 22.**)

6 56. On August 28, 2018, Defendant LVDF delivered a third document to Front Sight
7 entitled “Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project Costs,”
8 (“the Third Notice”) which document was again signed by Defendant Dziubla. (**Exhibit 23.**)
9 Said notice responded to portions of Front Sight’s 4-page response of August 25, 2018, and
10 again alleged administrative breach by Front Sight of the Construction Loan Agreement.

11 57. On August 31, 2018, Defendants agreed to a standstill agreement regarding the
12 alleged notices of default. (**Exhibit 24.**) On September 5, 2018, purportedly in furtherance of
13 the standstill agreement, Defendants sent a Pre-Negotiation Letter. (**Exhibit 25.**) The proposed
14 terms of the Pre-Negotiation Letter had not been discussed with Plaintiff at all. Nevertheless, on
15 September 7, 2018, Plaintiff agreed to the majority of Defendants’ terms and proposed a few
16 changes. (**Exhibit 26.**) Defendants did not respond to the few changes proposed by Plaintiff to
17 the Pre-Negotiation letter.

18 58. On September 11, 2018, in violation of the agreed-upon standstill agreement,
19 Defendant LVDF, at the direction of Defendant Dziubla, frivolously filed a Notice of Breach and
20 Default and of Election to Sell Under Deed of Trust in an attempt, among other things, to extort
21 unwarranted default interest and attorneys’ fees from Front Sight and nefariously to obtain Front
22 Sight’s land and operations, and in so doing slandered Front Sight’s title and caused damage to
23 Front Sight’s reputation and image with its students, members, staff, vendors and the general
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1 public. (**Exhibit 27.**) The frivolous notice of default has also caused Front Sight harm in the
2 form of lost funding for the subject project.

3 59. On September 13, 2018, Defendant Dziubla wrote to Mike Meacher and, besides
4 making more ridiculous allegations of alleged administrative breaches (among other spurious
5 and frivolous allegations), confirmed that Defendants continue to hold \$375,000 of funds that
6 should have long ago been disbursed to Plaintiff to continue work on the project. (**Exhibit 28.**)
7 Upon information and belief, and based on Defendants' conduct and refusal to provide a proper
8 accounting for Defendant EB5IA (even in the face of a court order requiring same), Plaintiff
9 believes those funds are not currently in the possession of the proper entity Defendant.

10 60. In addition to the contractual relationship between Front Sight and Defendants,
11 Defendants have a fiduciary responsibility to Front Sight, due to the special relationship of trust
12 between Front Sight and Defendants. The facts set forth herein demonstrate this special
13 relationship of trust exists between Plaintiff and Defendants. Through the misrepresentations set
14 forth herein, Defendants Dziubla, Fleming, and Stanwood gained the confidence of Plaintiff and
15 purported to act in Plaintiff's best interest. Defendants Dziubla, Fleming, and Stanwood, and
16 later (after formation) EB5IA, Eb5IC, and LVDF, placed themselves in a superior position to
17 Plaintiff and exerted unique influence over Plaintiff through the misrepresentations described
18 herein. This relationship is akin to a partnership and/or joint venture. Defendants Dziubla,
19 Fleming, and Stanwood are or were at relevant times officers in the Entity Defendants and
20 controlled the Entity Defendants. Despite Defendants' claims otherwise, Defendant LVDF and
21 Plaintiff do not have a standard lender-borrower relationship. Rather, Defendants Dziubla,
22 Fleming, and Stanwood represented they were experienced and capable of raising EB-5 funds for
23 Plaintiff's project. Defendants Dziubla, Fleming, and Stanwood created the Entity Defendants to
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1 further their nefarious scheme, and used the Entity Defendants to achieve their unlawful designs.
2 Defendants LVDF and EB5IA commingled funds at Dziubla's direction.

3 61. Nevada law recognizes a duty owed in "confidential relationships" where "one
4 party gains the confidence of the other and purports to act or advise with the other's interests in
5 mind." *Perry v. Jordan*, 111 Nev. 943, 900 P.2d 335, 338 (1995) (emphasis added). The duty
6 owed is akin to a fiduciary duty. "When a confidential relationship exists, the person in whom
7 the special trust is placed owes a duty to the other party similar to the duty of a fiduciary,
8 requiring the person to act in good faith and with due regard to the interests of the other party."
9 *Id.* 61. Upon information and belief, given the utter lack of results despite receiving well over
10 \$500,000 in advances from Front Sight to pay for Defendants' alleged marketing efforts and
11 Defendants' repeated failure and refusal to account for the money Front Sight has advanced, it
12 appears Defendants have misappropriated Front Sight's funds to uses other than those for which
13 they were intended. Indeed, since this litigation began, at a hearing on October 31, 2018, the
14 Court ordered Defendant EB5IA to, ". . . on or before November 30, 2018, provide Plaintiff with
15 an accounting of all funds it has received from Front Sight, including interest payments and
16 marketing fees. Said accounting must include all money received from Plaintiff by EB5Impact
17 Advisors LLC, how all funds were spent, identification of who received any portion of the funds,
18 and any and all documentation to support payments made or funds spent." (*See* Order on
19 Plaintiff's Petition for Appointment of Receiver and for an Accounting, filed on November 26,
20 2018 (Notice of Entry on November 27, 2018)).

21 62. Defendant EB5IA provided some documents pursuant to the Court's order, but
22 not nearly what was required. Despite the fact that the accounting from Defendant EB5IA is
23 grossly deficient, the documents Defendant EB5IA provided clearly show that, from 2013 to
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1 2018, Defendants have misappropriated and converted the funds Front Sight provided to
2 Defendants Dziubla and Fleming, as representatives of Defendant EB5IA, for the specific
3 purpose of marketing Front Sight's project around the world. Those documents show
4 Defendants made numerous payments totaling hundreds of thousands of dollars, to themselves,
5 entities owned by Defendants Dziubla and Fleming, rent payments unrelated to Front Sight's
6 project (but for the benefit of Fleming and/or Dziubla), tens of thousands of dollars' worth of
7 payments to unknown payees, and evidence that Defendants Dziubla, Fleming, and upon
8 information and belief, Stanwood, used Front Sight's money and the funds paid to Defendant
9 EB5IA (and possibly Defendant LVDF and EB5IC) as their own personal piggy bank.

10 63. Defendant EB5IA's grossly deficient accounting did not include a single invoice
11 or receipt, and made no attempt to justify how the expenditures related to marketing Front
12 Sight's project.

13 64. Additionally, pursuant to page 3, paragraph (a) of the Engagement Letter, Plaintiff
14 was to have its payment of \$36,000 to EB5IA offset against the first interest payments made to
15 Defendants. However, despite the fact that Plaintiff has made all of its interest payments in full,
16 Defendants have failed and refused to return the \$36,000 or provide a proper offset, despite
17 demand from Plaintiff that Defendants do so. Consequently, and because of Defendants'
18 continued refusal to provide an accounting of Plaintiff's funds, Plaintiff believes those funds may
19 have been misappropriated to uses outside their authorized use.

20 65. Plaintiff has recently learned that Defendants Dziubla, Stanwood, and Fleming
21 have dissolved Defendant EB5IA without notifying Plaintiff, and upon information and belief,
22 without notifying the USCIS. (**Exhibit 29.**) Defendants Dziubla, Stanwood, and Fleming also
23 have not returned any unused marketing funds to Plaintiff, and appear to have drained the bank
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1 account. This increases Plaintiff's concerns about how its funds have been used. This action is
2 also in direct contravention of Defendants' agreements with Plaintiff, not to mention a stunning
3 admission that Defendant EB5IA and Defendants Dziubla and Stanwood are no longer even
4 attempting to fulfill their fiduciary obligations to Plaintiff.

5 66. Moreover, the few documents Defendant EB5IA provided following the Court's
6 order that it provide an accounting show that a few months before Defendants dissolved
7 Defendant EB5IA, in the spring of 2018, Defendant EB5IA, by either Dziubla's, Stanwood's, or
8 Fleming's instruction and/or action, transferred nearly all the remaining funds in EB5IA's bank
9 account to the account of an entity controlled by Defendant Dziubla.

10 67. In spite of Defendants' egregious and fraudulent misrepresentations, failure to
11 deliver the promised \$75 million in construction funding, or the failure to provide the reduced
12 amount of \$50 million (a reduction which Defendants requested), or the promise of \$25 million
13 by Thanksgiving 2015 (or later, January 31, 2016) (as promised in multiple e-mails in August-
14 October 2015), Front Sight has persisted in building the Front Sight project, completing all 50
15 firearms training ranges, adding wells and bathroom facilities, and grading hundreds of
16 thousands of cubic yards of dirt to ready the project for vertical construction. Along the way, on
17 its efforts alone, Front Sight has secured a \$36 million construction line of credit and is using
18 such line of credit to build the resort and protect the visa applications of the 13 foreign investors
19 Front Sight has accepted, while Defendants, including Defendant Dziubla, attempt to sabotage
20 the project and Front Sight's efforts for their own greed and personal gain.

21 68. Despite Defendants' failure to abide by its obligations and continued bad faith
22 conduct, Front Sight has provided written evidence to refute all of Defendants' alleged Notices
23 of Default. Nevertheless, Defendants frivolously filed a Notice of Breach and Default and of
24

1 Election to Sell Under Deed of Trust in an attempt to extort unwarranted default interest and
2 attorney fees from Front Sight, and in doing so slandered Front Sight's title and caused damage
3 to Front Sight's reputation and image with its students, members, staff, vendors and the general
4 public.

5 69. Defendants Dziubla, Fleming, and Stanwood currently control, or have controlled
6 in the past, the entity Defendants. Defendants have commingled funds between EB5IA and
7 LVDF. Front Sight paid \$27,000.00 for marketing fees to Mr. Dziubla through an account
8 labeled "EB5 Impact Advisors LLC." On November 14, 2016, Plaintiff made an interest
9 payment of \$12,205.38 to an account owned by LVDF. Nine days later, on November 23, 2016,
10 Plaintiff made a payment for marketing fees to an account owned by EB5IA. Plaintiff made an
11 interest payment of \$12,276.12 on December 9, 2016 to an account owned by LVDF. On that
12 same day, Front Sight sent an \$8,000 payment to EB5IA for marketing services.

13 70. A November 22, 2017 wire transfer receipt shows that Front Sight paid marketing
14 fees to an account owned by EB5IA and a marketing fee payment to an account owned by
15 LVDF. A December 29, 2017 statement shows three payments: the first to EB5IA for marketing
16 fees, the second to LVDF for interest, and a third payment to LVDF **for marketing fees**. Thus,
17 by November 2017, LVDF and other Defendants were commingling funds.

18 71. A March 1, 2018 wire transfer receipt shows a *credit* to Front Sight's account of
19 \$125,000 from LVDF, as well as a *payment* by Front Sight into the same account for marketing
20 fees. The March 2, 2018 wire transfer receipt shows an interest payment to LVDF, while the
21 marketing fees were again paid to EB5IA. A May 2, 2018 wire transfer receipt shows both an
22 interest payment and marketing fee paid to LVDF's account.

1 representations made by Dziubla were made in concert and in consultation with Defendant
2 Fleming, until at least early 2018.

3 77. According to an e-mail from Defendant Dziubla to Mike Meacher on May 12,
4 2018, Dziubla informed Meacher that Defendant Stanwood “has been working informally with
5 us for several years and is quite familiar with the EB5 business.” Defendant Dziubla further
6 informed Meacher that Stanwood “has been working with us on a formal and full time basis
7 since January 1[, 2018].” Although Defendants did not disclose that Defendant Stanwood is
8 Defendant Dziubla’s wife, Plaintiff has since learned that Defendant Stanwood is the wife of
9 Defendant Dziubla. Plaintiff believes Defendant Stanwood knowingly benefitted from
10 Defendants’ unlawful conduct, particularly by directly benefitting from Defendants’
11 misappropriation of funds as set forth below. Further, based on Defendant Dziubla’s
12 representation that Defendant Stanwood had been working with Defendants “informally” for
13 several years, Plaintiff believes and asserts that Defendant Stanwood participated in and
14 endorsed the misconduct of Defendants described herein. Upon information and belief, Plaintiff
15 asserts that Defendant Stanwood actively engaged in the misconduct described herein in concert
16 with Defendants Dziubla and Fleming. Throughout this Second Amended Complaint, the term
17 “Defendants” is used to describe all Defendants. Given the commingling and misappropriation
18 of funds, and that fact that Defendants Dziubla, Fleming, and Stanwood acted in concert in their
19 unlawful conduct, both individually and in their capacities as officers of the Entity Defendants,
20 Plaintiff asserts that Defendants have all acted together to bring about what is described herein,
21 all as part of a unified scheme to defraud Plaintiff.

22 78. Defendants’ numerous false statements and concealments were material.
23
24

1 79. Defendants made these untrue statements and/or concealed facts with the intent of
2 inducing Plaintiff to enter into the contracts with Defendants and to continue paying money to
3 Defendants for marketing fees, set up costs for the regional center, and to allow Defendants to
4 divert Plaintiff's funds for Defendants' own non-project-related purposes.

5 80. Plaintiff had a right to rely on the representations of Defendants, and in fact relied
6 upon Defendants' false representations. Plaintiff also had a right to expect that Defendants
7 would not conceal material facts from Plaintiff.

8 81. As described more fully above, between February 2013 to the present, Defendants
9 Dziubla, Fleming, Stanwood, EB5IA, EB5IC, and LVDF made repeated misrepresentations to
10 Plaintiff and/or concealed material facts from Plaintiff, about various issues, including but not
11 limited to:

12 (a) Defendants Dziubla and Fleming's, and once formed, EB5IC and
13 EB5IA's, ability to raise the funds necessary to adequately finance Plaintiff's project, as
14 well as Defendants Dziubla and Fleming's experience with raising EB-5 funds;

15 (b) How Plaintiff's funds would be and/or were being spent; i.e., Defendants
16 Dziubla, Fleming, EB5IA, and LVDF misrepresented how Plaintiff's marketing money
17 would be spent and ultimately converted funds as described more fully above;

18 (c) Defendants Dziubla, Fleming, EB5IA, and LVDF repeatedly failed and
19 refused to provide an accounting of how Plaintiff's money was spent. Those funds were
20 specifically earmarked for marketing (EB5IA), interest payments (to LVDF), and to set
21 up the regional center (EB5IC). Defendants EB5IA and LVDF, through Defendant
22 Dziubla, have commingled funds intended for marketing payments and interest payments
23 between Defendants EB5IA and LVDF;
24

1 (d) Defendants Dziubla, Fleming, and EB5IA, and upon information and
2 belief, Defendants Stanwood, EB5IC and LVDF, made misleading representations to
3 Plaintiff and/or concealed the fact that those Defendants were misappropriating and
4 converting Plaintiff's funds to their own uses and/or benefitting from said
5 misappropriations;

6 (e) Defendants Dziubla, Fleming, and later EB5IC (once formed),
7 misrepresented whether Plaintiff was entitled to own the regional center EB5IC;

8 (f) Defendants Dziubla, Fleming, upon information and belief, Stanwood, and
9 later EB5IC (once formed) misrepresented both the true cost (i.e., it was highly inflated)
10 and the necessity (i.e., it was not necessary) of creating a regional center to raise money
11 for Plaintiff's project. As set forth above, this was done to allow Defendants Dziubla,
12 Fleming, and Stanwood to surreptitiously obtain and convert Plaintiff's money;

13 (g) Defendants Dziubla, Fleming, and upon information and belief, Stanwood,
14 misrepresented the time frame within which they could raise the EB-5 funds (i.e., it took
15 much longer than represented) so that those Defendants could obtain surreptitiously
16 obtain and convert Plaintiff's money;

17 (h) Defendants Dziubla, Fleming, and upon information and belief, Stanwood,
18 misrepresented the reasons it was taking them longer than previously represented to raise
19 the EB-5 funds so that those Defendants could obtain surreptitiously obtain and convert
20 Plaintiff's money.

21 82. As a direct and proximate result of the fraud perpetrated by Defendants, Plaintiff
22 Front Sight has sustained damages in the tens of millions of dollars, an amount well in excess of
23
24

1 fifteen thousand dollars (\$15,000.00) jurisdictional limit, as a direct result of Defendants'
2 breach.

3 83. Defendants' conduct was malicious, oppressive and fraudulent under NRS
4 42.005, entitling Plaintiff to an award of punitive damages.

5 84. As a result of Defendants' actions, Plaintiff has been required to retain the
6 services of an attorney to prosecute this action and a reasonable sum should be allowed as and
7 for attorney fees and costs of suit incurred herein.

8 **SECOND CAUSE OF ACTION**
9 **(Breach of Fiduciary Duty Against All Defendants)**

10 85. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
11 through 84 of this Complaint as though set forth fully herein at length.

12 86. As set forth above (*see e.g.*, paragraphs 60 and 61 above), Defendants owed a
13 fiduciary duty and/or a confidential duty to Plaintiff Front Sight and Plaintiff had a right to place
14 its trust and confidence in the fidelity of Defendants.

15 87. By their conduct, as described above, Defendants have breached their duty to
16 Plaintiff.

17 88. As a direct and proximate result of the Defendants' acts, Plaintiff has been
18 damaged in an amount to be proven at trial.

19 89. Plaintiff has been required to retain the services of an attorney to prosecute this
20 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
21 herein.

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1 **SEVENTH CAUSE OF ACTION**
2 **(Tortious Breach of Implied Covenant of Good Faith and Fair Dealing Against the Entity**
3 **Defendants)**

4 114. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
5 through 113 of this Complaint as though set forth fully herein at length.

6 115. In every contract there is imposed a duty of good faith and fair dealing between
7 the parties.

8 116. Plaintiff Front Sight and Defendant EB5IA entered into written contracts, namely
9 the engagement letter in February 2013. In October 2016, Plaintiff and Defendant LVDF entered
10 into the Construction Loan Agreement, along with a First Amendment in July 2017 and a Second
11 Amendment in February 2018.

12 117. These Defendants owed a duty of good faith in performing their duties to Plaintiff
13 Front Sight.

14 118. As set forth above (*see e.g.*, paragraphs 60 and 61 above), Defendants owed a
15 fiduciary duty and/or a confidential duty to Plaintiff Front Sight such that Defendants were in a
16 superior entrusted relationship and Plaintiff had a right to place its trust and confidence in the
17 fidelity of Defendants. This duty existed above and beyond the contractual duties Defendants
18 owed to Plaintiff.

19 119. As set forth above, Defendants breached that duty by failing and/or refusing to
20 meet their obligations under the agreement and performing in a manner that was unfaithful to the
21 purpose of the contracts. Defendants' actions constitute contractual breaches of the covenant of
22 good faith and fair dealing.

23 120. Plaintiff's justified expectations were thus denied.
24

1 138. As set forth in detail above, the Entity Defendants, through their agents
2 Defendants Dziubla, Fleming, and Stanwood, acting individually, made repeated representations
3 that Defendants should have known were false, and/or had insufficient information for making
4 these statements to Plaintiff.

5 139. Those misrepresentations are specifically set forth in paragraphs 11 through 73
6 above.

7 140. Defendants' negligent misstatements were material.

8 141. Defendants Dziubla, Fleming, and upon information and belief Stanwood failed to
9 exercise reasonable care in making these misstatements, with the intent of inducing Plaintiff to
10 enter into the contracts with Defendants. After the agreements were entered into, all Defendants
11 continued to fail to exercise reasonable care in making misrepresentations, with the intent of
12 inducing Plaintiff to remain a party to the contract.

13 142. Defendants failed to exercise reasonable care in making these misstatements, with
14 the intent of inducing Plaintiff to provide money and/or property to Defendants, allegedly in
15 furtherance of Defendants' obligation to raise capital for Plaintiff's project. After the agreements
16 were entered into, all Defendants continued to fail to exercise reasonable care in making
17 misrepresentations, with the intent of inducing Plaintiff to continue to provide money and/or
18 property to Defendants.

19 143. Plaintiff had a right to rely on the representations of Defendants, and in fact relied
20 upon Defendants' negligent misrepresentations.

21 144. As a direct and proximate result of Defendants' negligent misrepresentations,
22 Plaintiff Front Sight has sustained damages in the tens of millions of dollars, an amount well in
23
24

1 excess of fifteen thousand dollars (\$15,000.00) jurisdictional limit, as a direct result of
2 Defendants' breach.

3 145. Plaintiff has been required to retain the services of an attorney to prosecute this
4 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
5 herein.

6 **ELEVENTH CAUSE OF ACTION**
7 **(Negligence Against All Defendants)**

8 146. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
9 through 145 of this Complaint as though set forth fully herein at length.

10 147. Defendants owed a duty to exercise reasonable care in its dealings with Plaintiff.
11 As set forth above, Defendants have a confidential and/or fiduciary relationship with Plaintiff,
12 independent of the contracts described herein.

13 148. As set forth above, Defendants have breached their duty of care to Plaintiff.

14 149. As a direct and proximate result of the Defendants' acts, Plaintiff has been
15 damaged in an amount to be proven at trial.

16 150. Plaintiff has been required to retain the services of an attorney to prosecute this
17 action and a reasonable sum should be allowed as and for attorney fees and costs of suit incurred
18 herein.

19 **TWELFTH CAUSE OF ACTION**
20 **(Alter Ego Against Defendants Dziubla, LVDF, EB5IA, and EB5IC)**

21 151. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
22 through 150 of this Complaint as though set forth fully herein at length.

23 152. Defendants LVDF, EB5IC, and EB5IA are commonly owned by Defendants
24 Dziubla and Fleming.

1 153. Upon information and belief, Defendant Dziubla is an owner and officer of
2 EB5IA and EB5IC. The managing member of LVDF is EB5IC. The managing member of
3 EB5IC is Defendant Dziubla.

4 154. Upon information and belief, Defendant Dziubla has management responsibilities
5 regarding LVDF, EB5IA, and EB5IC.

6 155. Upon information and belief, Defendant Dziubla, while doing business as LVDF,
7 EB5IA, and EB5IC commingled the assets of LVDF, EB5IA, and EB5IC.

8 156. In fact, interest payments and marketing fees paid by Plaintiff were accepted by
9 Defendant LVDF even though the marketing payments were supposed to go to EB5IA, resulting
10 in the commingling of funds. Further, as set forth above, Defendants have misappropriated
11 Plaintiff's funds to their own use.

12 157. As a result, there is no adherence to corporate formalities and/or separateness
13 between LVDF, EB5IA, and EB5IC.

14 158. LVDF, EB5IA, and EB5IC, individually, are influenced and governed by
15 Defendant Dziubla, and are so intertwined with one another as to be factually and legally
16 indistinguishable. As such, the adherence to a corporate fiction of separate entities would, under
17 the circumstances, sanction fraud and promote injustice.

18 159. As a result of LVDF, EB5IA, and EB5IC being the alter ego of Defendant
19 Dziubla, Dziubla is personally liable for the liabilities of LVDF, EB5IA, and EB5IC, regarding
20 the above set forth allegations.

21 160. As a result of Defendants actions, Plaintiff has been required to retain the services
22 of an attorney in order to pursue this claim against said Defendants, and each of them, and is
23
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1 therefore entitled to be compensated for any and all costs incurred in the prosecution of this
2 action, including without limitation, any and all reasonable costs and attorney's fees.

3 **PRAYER FOR JUDGMENT**

4 WHEREFORE, Plaintiff prays for Judgment as follows:

5 (a) For Judgment in favor of Plaintiff and against Defendants, and each of them, in
6 the amount excess of Fifteen Thousand Dollars (\$15,000.00), subject to proof at trial;

7 (b) For appointment of a receiver over the Entity Defendants;

8 (c) For an accounting from all Defendants of any and all money paid from Plaintiff to
9 any Defendant;

10 (d) For imposition of a constructive trust over the money and/or property provided by
11 Plaintiff to Defendants for alleged marketing purposes and/or for the creation and/or operation of
12 any Entity Defendant, because the retention of that money or property by Defendants against
13 Plaintiff's interest would be inequitable, and a constructive trust is essential to the effectuation of
14 justice.

15 (e) For injunctive relief pursuant to NRS 33.010 or as otherwise permitted by law or
16 equity to enjoin Defendants from engaging in the conduct described herein, to be proven by
17 motion and/or at a hearing for such purposes, or at trial;

18 (f) For declaratory relief, including, but not limited to, that Plaintiff Front Sight has
19 performed its obligations under the terms of the contract, that Defendants have breached the
20 contracts as set forth above, including serving bogus Notices of Default, that Plaintiff is not in
21 default, and that Defendants cannot proceed with seeking legal remedies under the Construction
22 Loan Agreement ;

23 (g) For punitive damages pursuant to NRS 42.005;

1 (h) For disgorgement of the funds misappropriated by Defendants;

2 (i) For attorneys' fees and cost of suit incurred herein; and

3 (j) For such other relief as the Court may deem just and proper;

4 DATED this 4th day of January, 2019.

5 **ALDRICH LAW FIRM, LTD.**

6 /s/ John P. Aldrich

7 John P. Aldrich, Esq.

8 Nevada Bar No. 6877

9 Catherine Hernandez, Esq.

10 Nevada Bar No. 8410

11 7866 West Sahara Avenue

12 Las Vegas, NV 89117

13 Tel (702) 853-5490

14 Fax (702) 226-1975

15 *Attorneys for Plaintiff*

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 4th day of January, 2019, I caused the foregoing
3 **SECOND AMENDED COMPLAINT** to be electronically filed and served with the Clerk of
4 the Court using Wiznet which will send notification of such filing to the email addresses denoted
5 on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the
6 Electronic Mail Notice List, to the following parties:

7 Anthony T. Case, Esq.
Kathryn Holbert, Esq.
8 FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
9 Las Vegas, NV 89123

10 C. Keith Greer, Esq.
17150 Via del Campo, Suite 100
11 San Diego, CA 92127

12 *Attorneys for Defendants*

13
14 /s/ T. Bixenmann
An employee of ALDRICH LAW FIRM, LTD.

EXHIBIT 1

EXHIBIT 1

Traci Bixenmann

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Saturday, May 12, 2018 8:07 PM
To: Mike Meacher
Cc: linda.stanwood@eb5impactcapital.com
Subject: Chinese investors next Saturday

Hi Mike,

Happy Saturday evening, and I hope you're enjoying the weekend.

We have two Chinese investors who would like to visit Front Sight next week Saturday. I don't know the exact time nor their names yet, but will advise when able. Please let me know if that works for you – the usual superb FS tour by your kind and articulate self along with, perhaps, a round of shooting machine guns (I'll confirm), would be great.

In the meantime, I am pleased to say that Linda Stanwood (included on this email) has joined our company as Senior Vice President. I have copied her on this email. Linda has been working informally with us for several years and is quite familiar with the EB5 business. She has been working with us on a formal and full time basis since January 1, after Jon's decision to go pursue other business opportunities.

Thanks,

Bob

EXHIBIT 2

EXHIBIT 2

Traci Bixenmann

From: Robert Dziubla <rdziubla@kenworthcapital.com>
Sent: Monday, August 27, 2012 2:28 PM
To: 'Mike Meacher'
Subject: RE: Front Sight

Mike

I hope you're doing well and surviving the summer heat of the Pahrump desert. I left you a voicemail over the weekend but wasn't sure if you picked it up.

When we first looked at the Front Sight financing request, in light of the various factors (including the most critical for most investors / lenders, which is the fact that Front Sight involves a lot of high danger activity, i.e. shooting) we concluded that it would be very difficult to arrange any type of standard commercial financing (which comported with the ultimate result from both of your main banks) and therefore proposed a private equity type of investment, which Mr. Piazza rejected.

For quite some time now, I have been working on developing an investment platform that takes advantage of my long experience in China and working with Chinese and other Asian investors for, as you know, the Chinese have large surplus capital stemming from their large trade balance with the US. Those efforts have come to fruition, and I think that we may well be able to put together a financing package for some, or perhaps all, of the \$150m you were seeking to raise. The salient terms of the financing would likely be as follows: a 5 year term loan bearing a 6% interest rate, with a two year extension possible, and origination fees of 2 – 3% payable out of each drawdown under the loan. Depending on several factors, we might even be able to arrange for the first two years of interest to accrue. Also, the loan would be non-recourse, which would, we expect, be of tremendous importance and value to Mr. Piazza.

Please give me a ring if you've any interest.

Best regards,

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Tuesday, April 24, 2012 10:33 AM
To: 'Robert Dziubla'
Subject: Front Sight

Bob,

Thanks to you and Jon for your review of Front Sight and your observations below.

I have forwarded this information to Ignatius Piazza, the owner of Front Sight, and he is currently not interested in moving forward with this type of capital raising structure.

If that situation changes, I will advise you and we can attempt to structure a deal.

Best Regards,

Mike
meacher@frontsight.com

From: Robert Dziubla [<mailto:rdziubla@kenworthcapital.com>]
Sent: Saturday, April 07, 2012 5:50 PM
To: Mike Meacher
Cc: Jon Fleming
Subject: Front Sight - engagement proposal

Mike

Thanks again for lunch and for your time on Thursday showing Jon and me around the site and sharing the vision for Front Sight's expansion.

Based on the discussions, we have the following observations and suggestions:

1. We agree with you that there are multiple revenue streams that Front Sight is not yet exploiting – the 180,000 room nights and resultant \$18m of revenue is the most obvious, not to mention that Front Sight has only begun to scratch the surface of the available market of gun enthusiasts in the US – and we believe that a well-crafted expansion could turn Front Sight into a business with an impressive national and international footprint and a market value of \$1+ billion or perhaps even multiples of that.
2. We believe that the expansion project that Front Sight contemplates can be financed in the capital markets, though not necessarily in the commercial debt markets, as we discussed over lunch. We think it unlikely that a commercial bank will extend a conventional mortgage or commercial loan for your project the way it is currently envisioned and structured. The refusal of both Wells Fargo and BofA, despite Front Sight's valued-customer status, is testimony to that.
3. Nonetheless, we believe that with a professional and thorough presentation and underwriting, a well-honed and focused message, and the kind of creative and experienced approach that we bring to financing raises, we have a very good chance of raising the desired amounts. Doing so will require us to work closely together to craft a development and expansion plan that is based in hard reality and can be measured with proven performance at stages as the plan is implemented. As discussed, it will likely take us 60 – 90 days to craft the presentation (regardless of whether it's called an offering memorandum, investment summary, or something similar) and the fund raising will commence immediately thereafter, with that effort for the Phase 1 raise perhaps taking up to 6 – 12 months depending on market conditions and receptivity though it could also be as little as 3 months or less.
4. Our perception is that Front Sight is looking at three business models that need financing:
 - a. The firearms training component.
 - b. Real estate development to support the training.
 - c. Franchise development.

Our experience is that each of these will appeal to different types of investors and each will need to be well considered, structured, integrated, and presented. We have the expertise to help you do that.

5. We understand that Dr. Piazza wishes to maintain control of his business and does not want to have investors who can tell him "how he needs to paint the buildings." His status as a very successful entrepreneur who has succeeded despite numerous naysayers and obstacles certainly warrants that sentiment. We have the experience and expertise to structure the financing so that Dr. Piazza will be able to maintain control of his business.
6. Front Sight will need to understand that private equity investors typically require a return of their investment within 5 – 7 years, if not sooner, with a 20%-plus IRR. The deals that we have been doing the past 6 months are typically penciling out at 30 – 40% IRRs with a 5-year payback. The structuring of the deal will need to incorporate an exit strategy (refinancing, public market exit, strategic partner buy-in, other liquidity event) that provides the above.

7. We have great depth of experience and expertise in the real estate and real estate financing market, and I personally have been involved in over \$10 billion of hospitality and leisure transactions during my 35-year career as an investor, owner, operator, investment banker, and lawyer. We have been underwriting over a dozen hospitality transactions during the past 8 months, with two of them located in the desert just like Front Sight, so we have a keen appreciation and understanding of the peculiarities of that market and how to structure the transaction appropriately.

We would enjoy the chance to work with Front Sight on this development and have attached a proposed engagement letter that, as previously discussed, is on a success fee basis so that we don't get paid unless we raise the financing. We are confident enough of our ability to raise the money that we are willing to invest our time, energy, credibility and resources without compensation, but in turn expect to be appropriately paid when we do succeed.

Please let us know if you have any questions or comments.

Best regards,

Bob

Robert W. Dziubla
President & CEO
Kenworth Capital, Inc.
rdziubla@kenworthcapital.com
Phone: 858.699.4367
Fax: 858.332.1795
PO Box 3003
916 Southwood Blvd., Suite 1G
Incline Village, Nevada 89450

EXHIBIT 3

EXHIBIT 3

September 13, 2012

By Email

Mr. Michael Meacher
Chief Operating Officer
Front Sight Enterprises, LLC
7975 Cameron Drive, Suite 900
Windsor, California 95492

Re: EB-5 Funding for Front Sight Infrastructure / Resort Development

Dear Mike:

We enjoyed meeting with you and Dennis on Tuesday and look forward to working with you. This letter will summarize our discussion.

Background / Project Scope

We understand from our most recent discussions and the Executive Summary that you sent us in March that Front Sight is seeking to raise approximately \$165m in three tranches for expansion and development. The first tranche will be about \$65mn and will be applied to permitting, engineering and construction of infrastructure throughout the Pahrump site necessary for the over-all multi-year development plus about 100 RV pads, clubhouse, swimming pool(s), restaurant facilities, and 100 timeshare condo units. Your plan is to sell the timeshare units to Front Sight's 70,000 members in one-week units at approximately \$25,000 each, thus generating an estimated \$125m in revenue. It is unclear to us whether you intend to sell or to rent the RV pads, but at this point it is not a critical element for our analysis since the timeshare sales alone will be more than adequate to have comfort the EB-5 loan of \$65m will be repaid.

The follow-on \$100m to be raised in Phases 2 and 3 of the development will be applied to building additional hospitality and recreational facilities at Pahrump plus acquisition and development of additional Front Sight training facilities in other parts of the country.

EB-5 Financing for Front Sight

In a nutshell, the EB-5 legislation requires that a foreign investor make an at-risk investment of at least \$500k that generates 10 full-time jobs for two years in order to receive a Green Card. In just Q1 of 2012, \$1.2 billion of EB-5 financing poured into the United States, and 70% of that amount came from China, i.e. \$840m. On an annualized basis, therefore, we can expect about \$3.36 billion of EB-5 money to be invested into the US from Chinese investors.

We believe that Front Sight's development plan is well-suited for EB-5 financing for the following reasons:

1. **Targeted Employment Area.** The entire State of Nevada has been designated as a Targeted Employment Area (TEA), which means that all EB-5 investment into Nevada qualifies for the minimum \$500,000 investment level. As we discussed, virtually all EB-5 financing is now done at the \$500k level. Front Sight's facility in Pahrump, Nevada, naturally falls within the TEA and, therefore, qualifies for the \$500k

investment level.

2. Job Creation / Approved Regional Center. Each \$500k investment must support 10 full-time jobs for a period of two years. If Front Sight were to attempt a traditional direct EB-5 investment model, then the \$65m raise would require 130 investors and the resultant generation of 1,300 direct jobs ($\$65m / \$500k = 130$ investors; 130 investors \times 10 jobs each = $1,300$ jobs). The deployment of the \$65m raise, however, will not generate anywhere close to 1,300 direct jobs for two years. Therefore, the only feasible approach is to do the \$65m raise through a USCIS-approved “Regional Center” that, according to applicable laws and regulations, can then count all of the direct, indirect and induced jobs generated by the \$65m investment. Our Chief Economist, Professor Sean Flynn of Scripps College and the co-author of the #1 economics textbook in the world, will provide a USCIS-compliant economic impact statement confirming that the \$65m will generate the requisite number of 1,300 direct, indirect and induced jobs. Our partners, Empyrean West (Dave Keller and Jay Carter), are the owners and managers of a USCIS-approved regional center, Liberty West Regional Center, through which we will invest the \$65m of EB-5 funding.
3. Chinese / Asian EB-5 Funding. As noted above, 70% of all EB-5 investment is coming from China. We expect that trend to continue, and perhaps even accelerate, given China’s continuing economic growth and its political instability, which is impelling ever more wealthy Chinese to seek an alternative domicile for themselves, their family and their assets.

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

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

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

4. Compatible Timing. EB-5 funding initiatives typically take 5 – 8 months before first funds are placed into escrow with the balance of the funds being deposited during the next 6 – 8 months. This sort of extended timing seems to be compatible with Front Sight’s development timeline given our discussions.
5. Front Sight Credibility. Front Sight is the premier firearms training institution in the United States with a long and profitable history of more than fifteen years. This excellent record coupled with an experienced and powerful management team provides both us and our EB-5 investors with the confidence that the project will be developed as planned so that the requisite jobs are created (thus ensuring that the investors will not be forced by USCIS to return home after two years) and so that the investment can be repaid.

6. EB-5 Financing Is Available, Inexpensive and Non-Recourse. As you have already experienced, traditional commercial mortgage financing cannot be obtained from your main banks because of the tumultuous current market conditions and the nature of Front Sight's business, i.e. firearms training, which the banks perceive as high risk and non-bankable. Alternatively, private equity financing would require a minimum IRR of 15 – 20% plus substantial equity ownership of up to perhaps 50% or more, with an exit no later than 5 years plus a realistic exit strategy – all of which is unacceptable to Dr. Piazza.

By comparison, EB-5 financing is robust, growing and available for well positioned projects with credible sponsors. EB-5 financing is also inexpensive, long-term money with a prevailing interest rate of 6% and a term of five years with a 2-year extension possible.

Perhaps most importantly, because Front Sight has been in business for over 15 years and is generating substantial positive cash flow, we will be able to structure the \$65m of EB-5 financing as non-recourse debt secured only by a mortgage on the property. Thus, no personal guaranties or other collateral will be required from Dr. Piazza or Front Sight. This non-recourse element of the EB-5 financing is truly extraordinary.

7. Structure Chart. Please see the attached structure chart showing how we envision this transaction.

Cost

As we discussed over lunch, our direct out-of-pocket cost to do an EB-5 raise is typically \$300k (paid upfront), as we need to engage a number of providers immediately as well as conduct an international roadshow. Our expenses include the following:

- ✓ Economist
- ✓ SEC Attorney
- ✓ EB-5 / Immigration Attorney
- ✓ Business Plan (USCIS Format)
- ✓ Exemplar I-526 USCIS Fee
- ✓ Website
- ✓ International Marketing
- ✓ Marketing/Brochures
- ✓ Software
- ✓ Staffing
- ✓ Translations
- ✓ Travel
- ✓ Overhead
- ✓ Escrow Fee (JP Morgan Chase – Hong Kong)

One of your questions to us was: “How do we know this money won't go down a black hole?” The simple answer is that this money simply covers our direct expenses; there is no profit component, and we don't make any money until we have successfully raised the \$65m, at which point we will have earned an appropriate origination fee. We most assuredly are not going to invest our time and energy – and risk our reputations and credibility – on any project unless we strongly believe that it will succeed.

With regard to the success-based origination fee, we note that your own Executive Summary anticipates that this fee (i.e., points and fees) will be 6%. That is commensurate with the other EB-5 raises we are doing, and we

Mr. Mike Meacher
September 13, 2012
Page 4

KENWORTH

typically agree that the 6% may be paid pro rata out of each drawdown.

Commitment to Front Sight EB-5 Raise

One of the other questions you asked was: “How do we know that you guys will not dilute your energies by taking on too many projects and thereby dilute Front Sight’s results?” There are three answers to that. First, because we don’t make any money until the project is successfully funded, we have every reason in the world to make sure that we have the focus, energy and capacity to handle Front Sight’s raise of \$65m. Second, we have the luxury in this intensely capital-deprived marketplace of picking and choosing the EB-5 projects we want to accept, and we accept only those projects that we think will be readily funded since we don’t get paid otherwise. Finally, and perhaps most importantly, all of us are strong believers in the Second Amendment right to bear arms and the concomitant need for all of us who bear arms to be well trained. Front Sight is doing a superlative job in preserving our Constitutional rights and training our citizens, and we very much want you to be even more successful.

Please let us know if you have any questions. If not, please advise next steps.

Best regards,



Robert W. Dziubla
President & Chief Executive Officer

Attachment – structure chart

cc: Mr. Dennis Bradley – Front Sight
Mr. Jon Fleming
Mr. David Keller
Mr. Jay Carter
Professor Sean Flynn

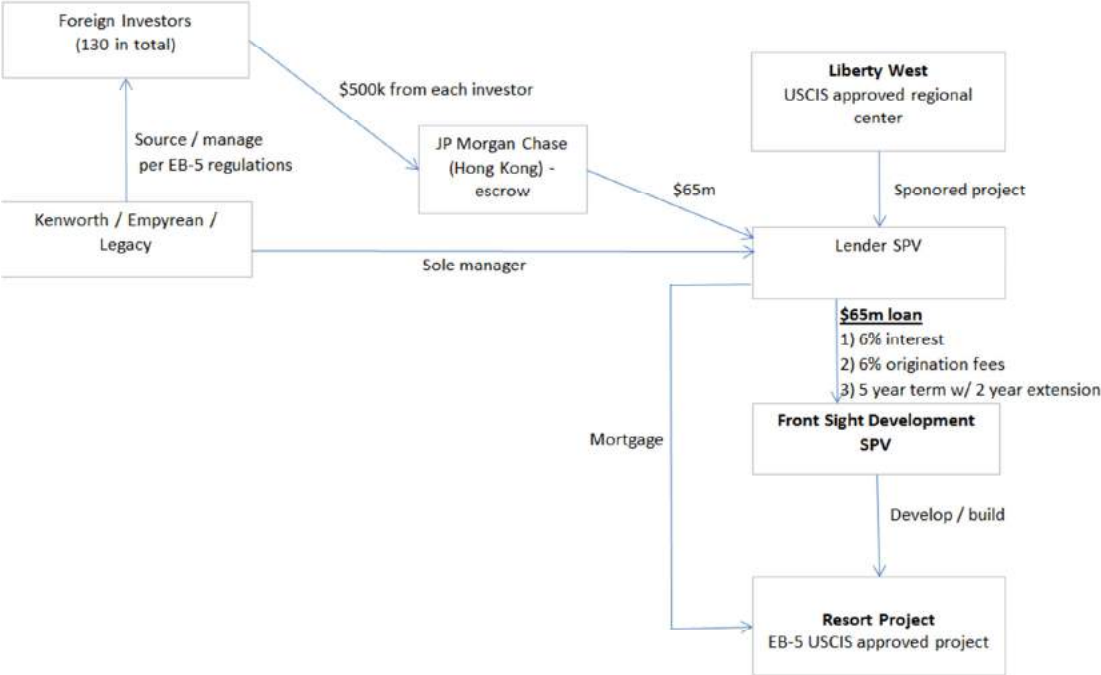


EXHIBIT 4

EXHIBIT 4

Traci Bixenmann

From: Robert Dziubla <rdziubla@kenworthcapital.com>
Sent: Thursday, December 27, 2012 8:49 AM
To: Mike Meacher
Cc: Jon Fleming; FLYNN, SEAN
Subject: Timeline

Mike

We trust that you, Naish and your families had a great Christmas, and please accept our best wishes for a healthy and productive New Year. Per our meeting last Thursday in Oakland, we are working on an indicative timeline for the creation of a new regional center for the Front Sight project and the raise of up to \$75m (interest reserve included) of EB-5 immigrant investor financing. We hope to have this to you and Naish in the next few days.

Best regards,

Bob

Robert W. Dziubla
President & CEO
Kenworth Capital, Inc.
rdziubla@kenworthcapital.com
Phone: 858.699.4367
Fax: 858.332.1795
PO Box 3003
916 Southwood Blvd., Suite 1G
Incline Village, Nevada 89450

EXHIBIT 5

EXHIBIT 5

Traci Bixenmann

From: Robert Dziubla <rdziubla@kenworthcapital.com>
Sent: Friday, February 8, 2013 3:03 PM
To: Mike Meacher
Cc: Jon Fleming; FLYNN, SEAN
Subject: EB5 financing of \$75m
Attachments: Engagement letter 8_Feb_2013.pdf

Mike

Per our discussion last Friday, please find attached a proposal for our moving forward on the \$75m raise of EB5 debt financing. If you have questions or comments, feel free to give me a ring.

We look forward to working with you on this!

Best regards,

Bob

EB5 Impact Advisors LLC

EB5 IMPACT ADVISORS LLC
916 SOUTHWOOD BOULEVARD, SUITE 1G
P.O. BOX 3003
INCLINE VILLAGE, NEVADA 89450

Telephone: (858) 699-4367
Facsimile: (858) 699-4367

February 8, 2013

By Email

Mr. Mike Meacher
Chief Operating Officer
Front Sight Management Inc.
7975 Cameron Drive, #900
Windsor, CA 95492

Re: EB-5 debt financing of \$75m for Front Sight

Dear Mike:

This letter agreement will confirm the discussions that we have had with you and Ignatius Piazza, the owner of Front Sight, over the past few months about our raising \$75 million of debt financing for Front Sight to expand its operations through the EB-5 immigrant investor program supervised by the US Customs & Immigration Service (USCIS) (the "Financing"). The expansion includes building 100 timeshare units; 200 RV pads and supporting facilities such as a clubhouse and swimming pool; a combined conference, retail and restaurant center; and related infrastructure as part of the over-all expansion of Front Sight's current training facility located in Pahrump, Nevada (the "Project").

A summary of indicative terms for the Financing is attached as Schedule A. The projected budget and timeline for this transaction are attached as Schedule B; the parties acknowledge and agree that the budget and timelines are the best current estimates for both and that they may change in response to actions by USCIS and market conditions..

The Company hereby engages EB5 Impact Advisors LLC ("EB5IA"), as the Company's exclusive Financial Advisor with respect to the Financing, and EB5IA accepts such engagement.

Scope of Assignment; Services

As Financial Advisor to the Company, EB5IA will perform the following services (the "Services"):

- (a) EB5IA will promptly engage Baker & McKenzie as its legal counsel to establish the "EB5 Impact Capital Regional Center" ("RC") approved by USCIS to cover at a minimum Nye County, Nevada, and to have approved job codes that will encompass the Project. EB5IA shall also engage a business plan writer and an economist (Professor Sean Flynn) to prepare the business plan and economic impact analysis for both the RC and the Project as the exemplar transaction for the RC;
- (b) Advise the Company on the appropriate markets in which to obtain the contemplated Financing, especially China;
- (c) EB5IA will assist the Company in making appropriate presentations to relevant parties concerning the contemplated Financing, and will prepare an offering memorandum for the Financing (the "Memorandum"). The Company shall approve the Memorandum prior to its use and will advise

EB5IA in writing that it has so approved the Memorandum and that the Company represents to EB5IA that the Memorandum does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; provided however, that the Company need not make any representation with respect to (i) matters specified in the Memorandum that are based on a source other than the Company or (ii) any projections as to the Company's financial results, other than that the projections were prepared in good faith and with a good faith belief in the reasonableness of the assumptions on which the projections were based;

(d) EB5IA will endeavor to obtain commitment(s) for the contemplated Financing that will accomplish the Company's objectives;

(e) If so requested, EB5IA will work with the Company, its counsel and other relevant parties in the structuring, negotiation, documentation and closing of the contemplated Financing; and

(f) EB5IA will render such additional advisory and related services as may from time to time be specifically requested by the Company, and agreed to by EB5IA. If the parties deem it advisable to do so, the scope and fees for any such additional services shall be set forth in an addendum to this Agreement (an "Addendum").

Nothing contained in this Agreement is to be construed as a commitment by EB5IA, its affiliates or its agents to lend to or invest in the contemplated Financing. This is not a guarantee that any such Financing can be procured by EB5IA for the Company on terms acceptable to the Company, or a representation or guarantee that EB5IA will be able to perform successfully the Services detailed in this Agreement.

Certain Obligations of EB5IA

EB5IA is prohibited from making any illegal payment from the fees paid under this engagement letter pursuant to applicable laws, including but not limited to the Foreign Corrupt Practices Act of the United States.

Certain Obligations of the Company

(a) The Company hereby engages EB5IA on an exclusive basis as its Financial Advisor for the Financing.

(b) The Company shall provide full cooperation to EB5IA as may be necessary for the efficient performance by EB5IA of its Services, including but not limited to the following. The Company will:

(1) Keep EB5IA fully and accurately informed as to the status and progress of all important matters related to the Project and the Financing;

(2) Respond promptly to EB5IA's suggestions for changes to the indicative terms of the Financing so as to make it more attractive to the EB-5 immigrant investors; and

(3) Make one or more senior management personnel available to participate in presentations as may be reasonably required;

(c) The Company acknowledges that EB5IA is making no independent investigation of the accuracy or completeness of the information to be included in the Memorandum with regard to the Project and that EB5IA makes no representation or warranty with respect thereto. Furthermore, the Company agrees to advise EB5IA immediately of the occurrence of any event or any other change known to the Company which results in the Memorandum containing an untrue statement of a material fact or

omitting to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading.

Compensation

(a) Fee. The Company shall pay EB5IA a total fee of \$36,000 as per the attached budget, which fee will be offset against the first interest payments made on the Financing. Each payment due EB5IA shall be paid by wire transfer of next-day funds into such bank account(s) as are nominated by EB5IA.

(b) If the Company accepts a term sheet or letter of intent for the Financing and then refuses to complete the Financing transaction, the Company shall pay EB5IA a break-up fee equal to 2% of the Financing amount.

Right of First Refusal for Refinancing

EB5IA shall have the right of first refusal for a period of five (5) years after the completion of the Financing to provide EB-5 immigrant investor financial advisory and placement services for any projects the Company may undertake.

Expenses

The Company will pay for or reimburse EB5IA, as billed periodically, for its expenses, which are detailed to the extent possible as this time on the attached budget, regardless of whether or not the contemplated Financing is completed. If any of such expenses have not previously been reimbursed at the time this Agreement terminates, the Company shall promptly reimburse EB5IA for any such expenses incurred or accrued prior to termination.

Indemnification

In connection with EB5IA's engagement hereunder, the Company agrees to indemnify and hold harmless EB5IA, and its affiliates, the respective directors, partners, officers, agents, representatives and employees of EB5IA and its affiliates and each other person, if any, controlling EB5IA and its affiliates (each an "Indemnified Party") to the full extent lawful, from and against any losses, claims, damages or liabilities (or actions, including shareholder actions, in respect thereof) and will reimburse any Indemnified Party for all costs and expenses (including counsel fees and disbursements) as they are incurred by such Indemnified Party in connection with investigating, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation in which EB5IA or any other Indemnified Party is a party, caused by or arising out of any transaction contemplated by this Agreement or EB5IA's performing any service contemplated hereunder with regard to the Project. The Company will not, however, be liable to the extent that any claims, liabilities, losses, damages, costs or expenses of any Indemnified Party are judicially determined by a court of final jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. The Company also agrees that neither EB5IA nor any Indemnified Party shall have any liability to the Company for, or in connection with, such engagement except for any such liability for losses, claims, damages, liabilities, costs or expenses incurred by the Company which are judicially determined by a

Mr. Mike Meacher
Chief Operating Officer – Front Sight
February 8, 2013
Page 4

court of final jurisdiction to have resulted solely from the gross negligence or willful misconduct of any Indemnified Party. In no event shall either party be liable to the other party for any special, consequential or punitive damages arising under or related to this Agreement.

The foregoing agreements shall be in addition to any rights that EB5IA or any Indemnified Party may have at common law or otherwise.

No compromise or settlement by the Indemnifying Party of any action or proceeding related to the transactions contemplated hereby shall be effective unless it also contains an unconditional release of each Indemnified Party. Notwithstanding anything to the contrary herein, the indemnification obligations under this section shall survive the termination of this Agreement for a period not to exceed the statute of limitations under applicable law.

Termination

The engagement of EB5IA pursuant to this Agreement shall terminate on the earliest of (i) the financing closing date, or (ii) twenty-four (24) calendar months from the date of this Agreement. This Agreement may be extended if agreed to in writing by both parties.

General Matters

(a) This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and supersedes and cancels any prior communications, understanding and agreements between the parties. This Agreement cannot be modified or changed, nor can any of its provisions be waived, except in writing signed by both parties.

(b) The Company acknowledges that EB5IA may carry out its Services hereunder through or in conjunction with one or more consultants or affiliates. The contracting parties, however, shall be and remain the Company and EB5IA.

(c) Any term or condition of this Agreement which is prohibited or unenforceable in any applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by any applicable law, the Company hereby waives any provisions of such applicable law which render any provisions hereof prohibited or unenforceable in any respect.

Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of Nevada, excluding choice of law provisions.

Mr. Mike Meacher
Chief Operating Officer – Front Sight
February 8, 2013
Page 5

EB5 IMPACT ADVISORS

If the foregoing is in accordance with your understanding, please confirm your acceptance by signing and returning the enclosed copy of this letter, which upon execution will constitute an agreement between us.

We look forward to working with you on the Services detailed in this Agreement.

Very truly yours,

Robert W. Dziubla
President & CEO

Cc: Mr. Jon Fleming
Professor Sean Flynn

AGREED AND ACCEPTED:

Front Sight Management, Inc.

By: _____
Ignatius A. Piazza II
President & Owner

SCHEDULE A

**SUMMARY OF INDICATIVE TERMS FOR
EB-5 FINANCING OF FRONT SIGHT TRAINING FACILITY IN PAHRUMP
NEVADA**

Borrower:	Front Sight Management Inc.
Development Budget/ Capital Stack:	1) \$75m – EB-5 debt financing 2) \$35m – Borrower’s equity investment into the Project
Loan amount:	\$75m subject to acceptable economic analysis supporting requisite job creation, i.e. 1,500 direct, indirect and induced jobs
Term:	5 years with a 2-year extension
Interest rate:	6% per year
Accrual:	Interest on the loan will accrue monthly and shall be payable on the first day of each month. The loan includes an interest reserve of \$10m.
Expenses:	Borrower shall be responsible for payment of lender’s reasonable expenses, which are estimated to be \$277,230 as per the expense budget and timeline attached hereto.

SCHEDULE B

Budget and Timeline
 (attached)

Regional Center & Front Sight Project Cost				
Category	Budget	Payor / Est. pymt date		
		EB5IC	Front Sight	
Economist	\$ 20,000		\$ 20,000	FS - 50% on Day 1 and balance on Day 45
SEC Attorney	\$ 45,000	\$ 22,500	\$ 22,500	Split 50 / 50; 50% due on Day 1 and balance over 90 days per milestones
EB-5 Attorney	\$ 25,000	\$ 12,500	\$ 12,500	Ditto
Business Plan (USCIS Format)	\$ 15,000	\$ 7,500	\$ 7,500	Split 50 / 50; 50% on Day 45 & balance at Day 90
Market Study (independent - HVS)	\$ 20,000		\$ 20,000	50% on Day 1, and 50% on Day 45. USCIS is now requiring that the business plan be supported by a 3rd party valuation
Exemplar I-526	(Included in line 10)			
USCIS Fee	\$ 6,230	\$ 6,230		EB5IC - due on Day 90 for RC application
USCIS Fee	\$ 6,230		\$ 6,230	FS - due on Day 241 for Front Sight project application
Website	(included in line 16)			
International Marketing in China	\$ 96,000		\$ 96,000	FS - approximately Day 150 to Day 361
Marketing/Brochures	(included in line 16)			
Staffing	\$ 2,000	\$ 2,000		EB5IC - ongoing
Translations	\$ 8,000		\$ 8,000	FS - Day 241 and later
Travel	\$ 15,000		\$ 15,000	FS - Day 241 and later
EB5 Impact Advisors Fee	\$ 36,000		\$ 36,000	50% on RC submittal; 50% on FS project submittal; offset against success payment
Escrow Fee	\$ 3,500		\$ 3,500	FS - Day 241 and later
Real estate mortgage loan docs	\$ 30,000		\$ 30,000	Given how far out this will be, the \$30k is a best guess at this point
Total Expenses	\$ 327,960	\$ 50,730	\$ 277,230	
Month 1			\$ 37,500	1/2 econ fee, 1/2 SEC atty split, 1/2 EB5 atty split, 1/2 market study
Month 2			\$ 32,500	1/2 econ fee, 1/4 SEC atty split, 1/4 EB5 atty split, 1/2 market study, 1/2 biz plan
Month 3			\$ 12,500	1/4 SEC atty, 1/4 EB5 atty, 1/2 biz plan
Month 4			\$ 18,000	1/2 EB5IC fee
Month 5			\$ -	
Month 6			\$ 32,000	1/4 intl marketing fee (line 17), and translations
Month 7			\$ -	
Month 8			\$ 48,230	USCIS fee, 1/4 intl marketing fee, 1/2 EB5IC fee
Month 9			\$ 65,000	Escrow fee, 1/2 travel costs, 100% mortgage loan docs, 1/4 intl marketing costs
Month 10			\$ 31,500	1/4 intl marketing fee, 1/2 travel costs
TOTAL			\$ 277,230	

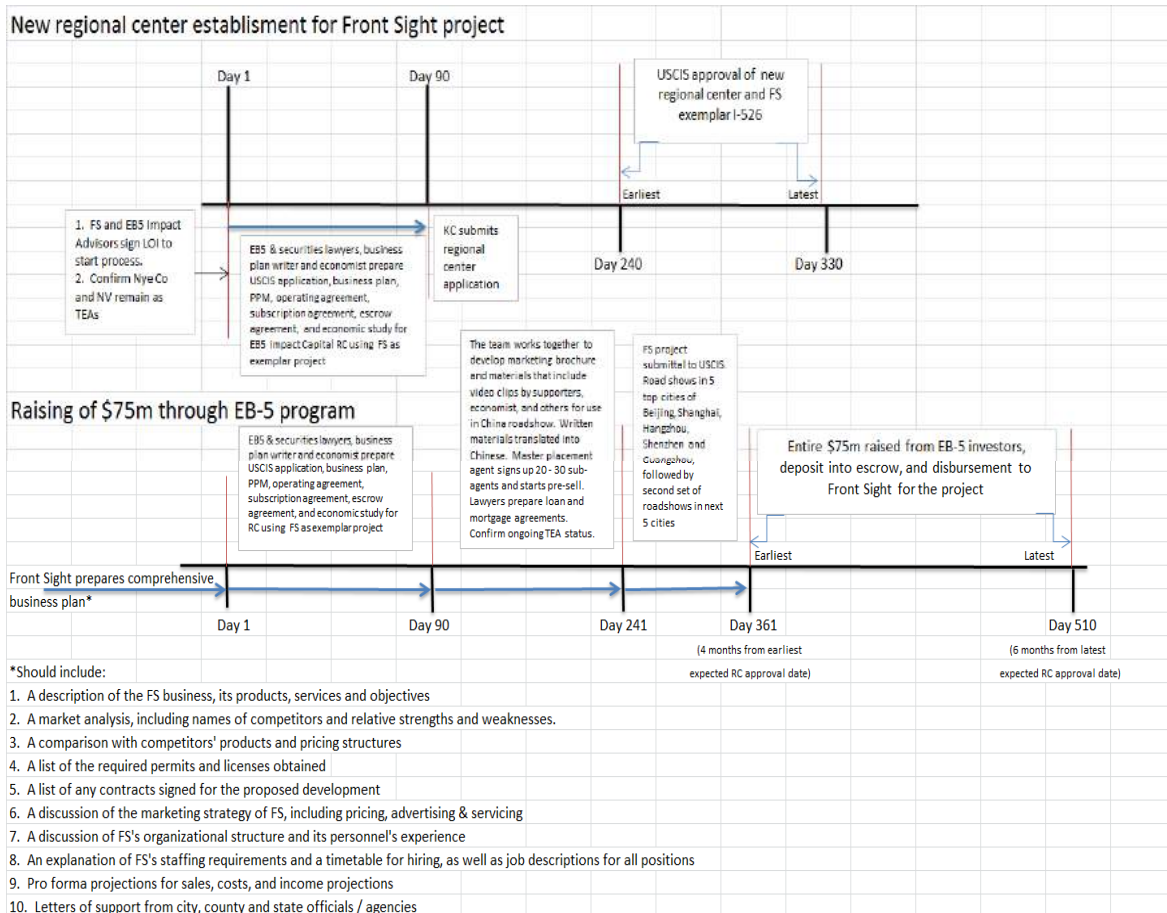


EXHIBIT 6

EXHIBIT 6

EB5 Impact Advisors LLC

EB5 IMPACT ADVISORS LLC
916 SOUTHWOOD BOULEVARD, SUITE 1G
P.O. BOX 3003
INCLINE VILLAGE, NEVADA 89450

Telephone: (858) 699-4367
Facsimile: (858) 699-4367

February 14, 2013

By Email

Mr. Mike Meacher
Chief Operating Officer
Front Sight Management Inc.
7975 Cameron Drive, #900
Windsor, CA 95492

Re: EB-5 debt financing of \$75m for Front Sight

Dear Mike:

This letter agreement will confirm the discussions that we have had with you and Ignatius Piazza, the owner of Front Sight, over the past few months about our raising \$75 million of debt financing for Front Sight to expand its operations through the EB-5 immigrant investor program supervised by the US Customs & Immigration Service (USCIS) (the "Financing"). The expansion includes building 100 timeshare units; 200 RV pads and supporting facilities such as a clubhouse and swimming pool; a combined conference, retail and restaurant center; and related infrastructure as part of the over-all expansion of Front Sight's current training facility located in Pahrump, Nevada (the "Project").

A summary of indicative terms for the Financing is attached as Schedule A. The projected budget and timeline for this transaction are attached as Schedule B; the parties acknowledge and agree that the budget and timelines are the best current estimates for both and that they may change in response to actions by USCIS and market conditions..

The Company hereby engages EB5 Impact Advisors LLC ("EB5IA"), as the Company's exclusive Financial Advisor with respect to the Financing, and EB5IA accepts such engagement.

Scope of Assignment; Services

As Financial Advisor to the Company, EB5IA will perform the following services (the "Services"):

- (a) EB5IA will promptly engage Baker & McKenzie as its legal counsel to establish the "EB5 Impact Capital Regional Center" ("RC") approved by USCIS to cover at a minimum Nye County, Nevada, and to have approved job codes that will encompass the Project. EB5IA shall also engage a business plan writer and an economist (Professor Sean Flynn) to prepare the business plan and economic impact analysis for both the RC and the Project as the exemplar transaction for the RC;
- (b) Advise the Company on the appropriate markets in which to obtain the contemplated Financing, especially China;
- (c) EB5IA will assist the Company in making appropriate presentations to relevant parties concerning the contemplated Financing, and will prepare an offering memorandum for the Financing (the "Memorandum"). The Company shall approve the Memorandum prior to its use and will advise

EB5IA in writing that it has so approved the Memorandum and that the Company represents to EB5IA that the Memorandum does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; provided however, that the Company need not make any representation with respect to (i) matters specified in the Memorandum that are based on a source other than the Company or (ii) any projections as to the Company's financial results, other than that the projections were prepared in good faith and with a good faith belief in the reasonableness of the assumptions on which the projections were based;

(d) EB5IA will endeavor to obtain commitment(s) for the contemplated Financing that will accomplish the Company's objectives;

(e) If so requested, EB5IA will work with the Company, its counsel and other relevant parties in the structuring, negotiation, documentation and closing of the contemplated Financing; and

(f) EB5IA will render such additional advisory and related services as may from time to time be specifically requested by the Company, and agreed to by EB5IA. If the parties deem it advisable to do so, the scope and fees for any such additional services shall be set forth in an addendum to this Agreement (an "Addendum").

Nothing contained in this Agreement is to be construed as a commitment by EB5IA, its affiliates or its agents to lend to or invest in the contemplated Financing. This is not a guarantee that any such Financing can be procured by EB5IA for the Company on terms acceptable to the Company, or a representation or guarantee that EB5IA will be able to perform successfully the Services detailed in this Agreement.

Certain Obligations of EB5IA

EB5IA is prohibited from making any illegal payment from the fees paid under this engagement letter pursuant to applicable laws, including but not limited to the Foreign Corrupt Practices Act of the United States.

Certain Obligations of the Company

(a) The Company hereby engages EB5IA on an exclusive basis as its Financial Advisor for the Financing.

(b) The Company shall provide full cooperation to EB5IA as may be necessary for the efficient performance by EB5IA of its Services, including but not limited to the following. The Company will:

(1) Keep EB5IA fully and accurately informed as to the status and progress of all important matters related to the Project and the Financing;

(2) Respond promptly to EB5IA's suggestions for changes to the indicative terms of the Financing so as to make it more attractive to the EB-5 immigrant investors; and

(3) Make one or more senior management personnel available to participate in presentations as may be reasonably required;

(c) The Company acknowledges that EB5IA is making no independent investigation of the accuracy or completeness of the information to be included in the Memorandum with regard to the Project and that EB5IA makes no representation or warranty with respect thereto. Furthermore, the Company agrees to advise EB5IA immediately of the occurrence of any event or any other change known to the Company which results in the Memorandum containing an untrue statement of a material fact or

omitting to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading.

Compensation

(a) Fee. The Company shall pay EB5IA a total fee of \$36,000 as per the attached budget, which fee will be offset against the first interest payments made on the Financing. Each payment due EB5IA shall be paid promptly by check or by wire transfer of next-day funds into such bank account(s) as are nominated by EB5IA.

(b) If the Company accepts a term sheet or letter of intent for the Financing substantially on the terms of Schedule A and then refuses to complete the Financing transaction, the Company shall pay EB5IA a break-up fee equal to 2% of the Financing amount.

Right of First Refusal for Refinancing

EB5IA shall have the right of first refusal for a period of five (5) years after the completion of the Financing to provide EB-5 immigrant investor financial advisory and placement services for any projects the Company may undertake.

Expenses

The Company will pay for or reimburse EB5IA, as billed periodically, for its expenses, which are detailed to the extent possible as this time on the attached budget, regardless of whether or not the contemplated Financing is completed. If any of such expenses have not previously been reimbursed at the time this Agreement terminates, the Company shall promptly reimburse EB5IA for any such expenses incurred or accrued prior to termination.

Indemnification

In connection with EB5IA's engagement hereunder, the Company and EB5IA mutually agree to indemnify and hold harmless the other party, and its affiliates, the respective directors, partners, officers, agents, representatives and employees of EB5IA and its affiliates and each other person, if any, controlling EB5IA and its affiliates (each an "Indemnified Party") to the full extent lawful, from and against any losses, claims, damages or liabilities (or actions, including shareholder actions, in respect thereof) and will reimburse any Indemnified Party for all costs and expenses (including counsel fees and disbursements) as they are incurred by such Indemnified Party in connection with investigating, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation in which either party or any other Indemnified Party is a party, caused by or arising out of any transaction contemplated by this Agreement or EB5IA's performing any service contemplated hereunder with regard to the Project. The indemnifying party will not, however, be liable to the extent that any claims, liabilities, losses, damages, costs or expenses of any Indemnified Party are judicially determined by a court of final jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. In no event shall either party be liable to the other party for any special, consequential or punitive damages arising under or related to this Agreement.

The foregoing agreements shall be in addition to any rights that either party or any Indemnified Party may have at common law or otherwise.

No compromise or settlement by the indemnifying party of any action or proceeding related to the transactions contemplated hereby shall be effective unless it also contains an unconditional release of each Indemnified Party. Notwithstanding anything to the contrary herein, the indemnification obligations under this section shall survive the termination of this Agreement for a period not to exceed the statute of limitations under applicable law.

Termination

The engagement of EB5IA pursuant to this Agreement shall terminate on the earliest of (i) the Financing closing date, or (ii) twenty-four (24) calendar months from the date of this Agreement. This Agreement may be extended if agreed to in writing by both parties.

General Matters

(a) This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and supersedes and cancels any prior communications, understanding and agreements between the parties. This Agreement cannot be modified or changed, nor can any of its provisions be waived, except in writing signed by both parties.

(b) The Company acknowledges that EB5IA may carry out its Services hereunder through or in conjunction with one or more consultants or affiliates. The contracting parties, however, shall be and remain the Company and EB5IA.

(c) Any term or condition of this Agreement which is prohibited or unenforceable in any applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by any applicable law, the Company hereby waives any provisions of such applicable law which render any provisions hereof prohibited or unenforceable in any respect.

Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of Nevada, excluding choice of law provisions.

If the foregoing is in accordance with your understanding, please confirm your acceptance by signing and returning the enclosed copy of this letter, which upon execution will constitute an agreement between us.

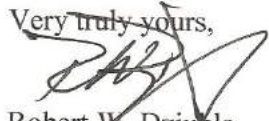
A handwritten signature in black ink, appearing to be "RW", is written over the end of the text in the previous block.

Mr. Mike Meacher
Chief Operating Officer – Front Sight
February 14, 2013
Page 5

EB5 IMPACT ADVISORS

We look forward to working with you on the Services detailed in this Agreement.

Very truly yours,



Robert W. Dziubla
President & CEO

Cc: Mr. Jon Fleming
Professor Sean Flynn

AGREED AND ACCEPTED:

Front Sight Management, Inc.

By: _____
Ignatius A. Piazza II
President & Owner

SCHEDULE A

**SUMMARY OF INDICATIVE TERMS FOR
EB-5 FINANCING OF FRONT SIGHT TRAINING FACILITY IN PAHRUMP
NEVADA**

Borrower: Front Sight Management Inc.

Development Budget/
Capital Stack: 1) \$75m – EB-5 debt financing
2) \$35m – Borrower’s equity investment into the Project

Loan amount: \$75m subject to acceptable economic analysis supporting requisite job creation, i.e. 1,500 direct, indirect and induced jobs

Term: 5 years with a 2-year extension

Interest rate: 6% per year

Accrual: Interest on the loan will accrue monthly and shall be payable on the first day of each month. The loan includes an interest reserve of \$10m.

Expenses: Borrower shall be responsible for payment of lender’s reasonable expenses, which are estimated to be \$277,230 as per the expense budget and timeline attached hereto.

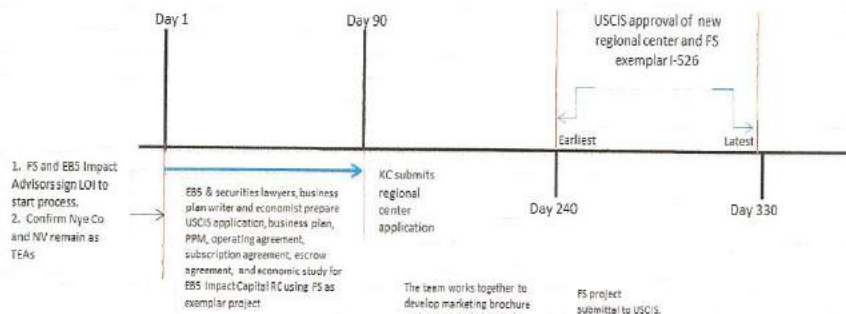
SCHEDULE B

**Budget and Timeline
 (attached)**

Regional Center & Front Sight Project Cost				
Category	Budget	Payor / Est. pymt date		
		EB5IC	Front Sight	
Economist	\$ 20,000		\$ 20,000	FS - 50% on Day 1 and balance on Day 45
SEC Attorney	\$ 45,000	\$ 22,500	\$ 22,500	Split 50 / 50; 50% due on Day 1 and balance over 90 days per milestones
EB-5 Attorney	\$ 25,000	\$ 12,500	\$ 12,500	Ditto
Business Plan (USCIS Format)	\$ 15,000	\$ 7,500	\$ 7,500	Split 50 / 50; 50% on Day 45 & balance at Day 90
Market Study (independent - HVS)	\$ 20,000		\$ 20,000	50% on Day 1, and 50% on Day 45. USCIS is now requiring that the business plan be supported by a 3rd party valuation
Exemplar I-526	(Included in line 10)			
USCIS Fee	\$ 6,230	\$ 6,230		EB5IC - due on Day 90 for RC application
USCIS Fee	\$ 6,230		\$ 6,230	FS - due on Day 241 for Front Sight project application
Website	(included in line 16)			
International Marketing in China	\$ 96,000		\$ 96,000	FS - approximately Day 150 to Day 361
Marketing/Brochures	(included in line 16)			
Staffing	\$ 2,000	\$ 2,000		EB5IC - ongoing
Translations	\$ 8,000		\$ 8,000	FS - Day 241 and later
Travel	\$ 15,000		\$ 15,000	FS - Day 241 and later
EB5 Impact Advisors Fee	\$ 36,000		\$ 36,000	50% on RC submittal; 50% on FS project submittal; offset against success payment
Escrow Fee	\$ 3,500		\$ 3,500	FS - Day 241 and later
Real estate mortgage loan docs	\$ 30,000		\$ 30,000	Given how far out this will be, the \$30k is a best guess at this point
Total Expenses	\$ 327,960	\$ 60,730	\$ 277,230	
Month 1			\$ 37,500	1/2 econ fee, 1/2 SEC atty split, 1/2 EB5 atty split, 1/2 market study
Month 2			\$ 32,500	1/2 econ fee, 1/4 SEC atty split, 1/4 EB5 atty split, 1/2 market study, 1/2 biz plan
Month 3			\$ 12,500	1/4 SEC atty, 1/4 EB5 atty, 1/2 biz plan
Month 4			\$ 18,000	1/2 EB5IC fee
Month 5			\$ -	
Month 6			\$ 32,000	1/4 intl marketing fee (line 17), and translations
Month 7			\$ -	
Month 8			\$ 48,230	USCIS fee, 1/4 intl marketing fee, 1/2 EB5IC fee
Month 9			\$ 85,000	Escrow fee, 1/2 travel costs, 100% mortgage loan docs, 1/4 intl marketing costs
Month 10			\$ 31,500	1/4 intl marketing fee, 1/2 travel costs
TOTAL			\$ 277,230	

RWJ

New regional center establishment for Front Sight project



Raising of \$75m through EB-5 program



*Should include:

1. A description of the FS business, its products, services and objectives
2. A market analysis, including names of competitors and relative strengths and weaknesses.
3. A comparison with competitors' products and pricing structures
4. A list of the required permits and licenses obtained
5. A list of any contracts signed for the proposed development
6. A discussion of the marketing strategy of FS, including pricing, advertising & servicing
7. A discussion of FS's organizational structure and its personnel's experience
8. An explanation of FS's staffing requirements and a timetable for hiring, as well as job descriptions for all positions
9. Pro forma projections for sales, costs, and income projections
10. Letters of support from city, county and state officials / agencies

(Handwritten initials)

EXHIBIT 7

EXHIBIT 7

Traci Bixenmann

From: Robert Dziubla <rdziubla@kenworthcapital.com>
Sent: Wednesday, April 16, 2014 2:29 PM
To: Mike Meacher
Cc: 'Jon Fleming'
Subject: USCIS filing complete!
Attachments: USCIS cover letter - EB5 Impact Capital RC _ I-924 and Front Sight exemplar cover letter(8203.pdf; Budget - status update 16April2014.xlsx

Dear Mike,

I am pleased to say that the USCIS filing for the Front Sight Exemplar project and the new sponsoring regional center, EB5 Impact Capital Regional Center LLC, was completed yesterday. The FedEx delivery confirmation is copied below. As you will see, the FedEx box weighed 9 pounds, as it included the following:

TABLE OF DOCUMENTS

1. Detailed map of the proposed geographic area of the RC (see also business plan for the RC);
2. Explanation of how at least 10 new full-time jobs will be created by each individual alien investor within the RC, either directly or indirectly -
 - a. Economic analysis (see economic analysis included with the exemplar);
 - b. Business plan for the RC;
 - c. The industry category title and NAICS code for each industrial category (see RC business plan);
 - d. Statement from the principal of the RC that explains the methodologies that the RC will use to track the infusion of each EB-5 investor's capital into the job creating enterprise and to allocate the jobs created through the EB-5 investments to each associated EB-5 investor (see business plans of RC and exemplar, economic analyses for the RC and exemplar, and Confidential Private Placement Memorandum ("PPM") for the exemplar);
3. Detailed description of the past, current and future promotional activities for the RC, including a description of the budget for this activity and evidence of funds committed to the RC for promotional activities (see business plans of the RC and exemplar);
4. General prediction that addresses the positive impact of the capital investment projects sponsored by the RC (see business plan for the RC);
5. Description and documentation of the organizational structure of the RC and proposed commercial enterprises that will be affiliated with the RC (see business plan of RC, including exhibits) and:
 - a. Operating agreement of the RC;
6. Exemplar documentation, including:
 - a. I-526;
 - b. Articles of organization;
 - c. Operating agreement;
 - d. Draft subscription agreement;

- e. Draft escrow agreement and instructions;
- f. List of proposed financial institutions that will serve as the escrow agent;
- g. Draft of PPM;
- h. Economic analysis;
- i. Business plan of the project;
- j. Market demand study and appraisal report;
- k. Pro forma statements of income for the project;
- l. Servicing agreement for Front Sight Resort and Vacation Club between Front Sight Firearms Training Institute and ResortCom Elite, LLC , dba LaTour Hotels and Resorts;
- m. Pictures and renderings of the project.

We have attached the cover letter from Dentons (Matt Schulz, our EB5 counsel) to USCIS explaining the documents being filed, and requesting expedited handling. Matt has advised us that the best way to get expedited handling, especially since we have Senator Dean Heller's support letter, is to send the USCIS file number (which we should receive in about three weeks) to Senator Heller's office and ask them to follow up with USCIS.

Also attached is an updated budget showing the amounts that have been paid and the amounts owing. As noted on the spreadsheet, I miscalculated the last payment in November so it was short by \$500. We kindly ask that Front Sight pay the outstanding balance of \$57,230 plus the \$500 shortfall, for a **total of \$57,730**.

We would appreciate a wire transfer if possible:

Account name: EB5 Impact Advisors LLC
Bank: Wells Fargo N.A.
Incline Village, NV 89451
Account #: 7197291581
Routing #: 122000247

Alternatively, if he prefers, Naish could simply deposit the check at his local Wells Fargo bank branch to our account # 7197291581.

We are excited and look forward to hitting the market as soon as we get the USCIS approval. Recently, we have seen some new Regional Centers getting approved as quickly as 3 – 4 months.

Thanks and best regards,

Bob

From: trackingupdates@fedex.com [<mailto:trackingupdates@fedex.com>]

Sent: Tuesday, April 15, 2014 10:37 AM

To: Ivan, Andrea

Subject: FedEx Shipment 798544883330 Delivered

This tracking update has been requested by:

Company Name: Dentons US LLP
Name: Carl Schulz
E-mail: matthew.schulz@dentons.com

Message: PSShip eMail Notification

Our records indicate that the following shipment has been delivered:

Reference: 20008230-0007.MGS
Ship (P/U) date: Apr 14, 2014
Delivery date: Apr 15, 2014 10:29 AM
Sign for by: A.HOETKER
Delivery location: LAGUNA NIGUEL, CA
Delivered to: Shipping/Receiving
Service type: FedEx Priority Overnight
Packaging type: FedEx Box
Number of pieces: 1
Weight: 9.00 lb.
Special handling/Services: Direct Signature Required
Deliver Weekday

Tracking number: 798544883330

Shipper Information	Recipient Information
Carl Schulz	EB 5 RC Proposal
Dentons US LLP	USCIS ? California Service Center
1530 Page Mill Road	24000 AVILA RD FL 2
Suite 200	LAGUNA NIGUEL
Palo Alto	CA
CA	US
US	92677
94304	

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 12:36 PM CDT on 04/15/2014.

To learn more about FedEx Express, please visit our website at fedex.com.

All weights are estimated.

To track the status of this shipment online, please use the following:

<https://www.fedex.com/insight/findit/nrp.jsp?tracknumbers=798544883330&language=en&opco=FX&clienttype=ivpoda>
[lrt](#)

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to fedex.com.

Thank you for your business.

C. Matthew Schulz
Partner

matthew.schulz@dentons.com
D +1 650 798 0361

Dentons US LLP
1530 Page Mill Road
Suite 200
Palo Alto, CA 94304-1125 USA

T +1 650 798 0300
F +1 650 798 0310

April 14, 2014

By FedEx
URGENT

U.S. Citizenship and Immigration Services
California Service Center
Attn: EB-5 Processing Unit
P.O. Box 10526
Laguna Niguel, CA 92607-052

Re: Application for Regional Center and Exemplar
Applicant - EB-5 Impact Capital Regional Center LLC ("RC" or "applicant")
Exemplar - Front Sight Management LLC's ("JCE") Front Sight Resort & Vacation Club / Front
Sight Firearms Training Institute ("Project"), funded by Las Vegas Development Fund LLC ("NCE")

Dear Madam or Sir:

We respectfully request your assistance to grant our client's application and exemplar in the above-entitled matters.

I am the attorney of record and my Form G-28 notice of entry of appearance for the applicant is enclosed, together with the Form I-924 application for regional center with exemplar, filing fee check in the amount of \$6,250, and the supporting documents listed in the enclosed Table of Documents.

Discussion

The applicant requests designation as a qualifying participant in the Immigrant Investor Program as an EB-5 regional center.

The applicant intends to focus, promote economic growth, and offer capital investment opportunities in the following contiguous geographic area and industry categories:

A. Geographic Area

State	Counties
Nevada	Clark, Nye
California	Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego

B. Industry Categories

Industry Name	NAICS code
Other schools and instruction - sports, recreation and automobile instruction	6116
Sporting goods, hobby and musical instrument stores	4511
Traveler accommodation	7211
Special food services	7223
Drinking places	7224
Restaurants and other eating places	7225
Residential building construction	2361
Non-residential building constructions	2361
Utility system construction	2371
Land subdivision	2372
Highway, street and bridge construction	2373
Other heavy and civil engineering construction	2379
Foundation, structure and building exterior contractors	2381
Building equipment contractors	2382
Building finishing contractors	2383
Other specialty trade contractors	2389
Other miscellaneous manufacturing	3399
Spectator sports	7112
Amusement parks and arcades	7131
Gambling industries	7132
Other amusement and recreation industries	7139

C. Economic Analysis

The applicant seeks to use the **Rims II** Input-Output economic model to establish indirect job creation.

D. The Project

The applicant also seeks approval of an actual capital investment project, supported by an exemplar Form I-526 Petition.

Project	Type of Project	Organization Documents and dates
Front Sight Resort & Vacation Club / Front Sight Firearms Training Institute ("Project") - funded by Las Vegas Development Fund	Actual Project supported by an Exemplar Form I-526 Petition	Business Plan, dated March 2014 Economic Analysis, dated November 18, 2013 Confidential Private Placement Memorandum, submitted March 26, 2014

LLC ("NCE") - Front Sight Management LLC ("JCE")		Subscription Agreement, submitted April 2, 2014 Escrow Agreement, submitted April 2, 2014
--	--	--

The new commercial enterprise ("NCE") of the proposed project is Las Vegas Development Fund LLC, which was formed in the State of Nevada on October 10, 2013. The Front Sight Resort & Vacation Club / Front Sight Firearms Training Institute project ("project") is located in Nye County, Nevada. A total of up to 150 EB-5 investors will subscribe to the NCE as LLC owner/members in exchange for capital contributions of \$500,000 each and an aggregate investment of up to \$75 million.

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

The job creation methodology is presented in the economic impact analysis and underlying business plan applying the Rims II economic model, with the applicable Rims II and NAICS industry and code labels, inputs, multipliers, and job counts stated in those documents.

F. Responsibilities in the Operations of the Regional Center

The applicant understands it will be responsible to provide USCIS with updated information to demonstrate the regional center is continuing to promote economic growth, improved regional productivity, job creation, and increased domestic capital investment in the approved geographic area. Such information will be submitted to USCIS on an annual basis or as otherwise requested by USCIS. The applicant will monitor all investment activities under the sponsorship of the regional center and maintain records in order to provide the information required on the Form I-924A Supplement to Form I-924. Form I-924A,

The applicant further understands that regional centers that remain designated for participation in the Immigrant Investor Program as of September 30th of a calendar year are required to file Form I-924A Supplement in that year. The Form I-924A Supplement with the required supporting documentation must be filed on or before December 29th of the same calendar year.

The applicant acknowledges that failure to timely file a Form I-924A Supplement for each fiscal year in which the regional center has been designated for participation in the Immigrant Investor Program will result in the issuance of an intent to terminate the participation of the regional center in the Immigrant Investor Program, which may ultimately result in the termination of the designation of the regional center.

Finally, we acknowledge that the regional center designation is non-transferable.

Expedited Handling Requested

We respectfully request that the USCIS expedite the approval of this application and exemplar. We believe that the developer will lose a significant amount of capital if processing is delayed. The whole project is in jeopardy as a result of the delay in securing EB-5 financing, and the developer risks incurring substantial costs to cover financing expenses to pursue the project if EB-5 financing is not quickly available. The exemplar project is located in a targeted employment area, where the creation of jobs for American workers is needed quickly, but the JCE will not be able to carry out the project without the USCIS approval needed to secure EB-5 funds.

Conclusion

We believe that the documentation submitted satisfies the applicant's burden of proof and establishes eligibility for the benefits sought.

Please do not hesitate to contact me if there are any questions or additional documentation that will assist you in the speedy approval of this request. Thank you for your assistance.

Respectfully submitted,

Dentons US LLP

C. Matthew Schulz
Partner

cc: EB-5 Impact Capital Regional Center LLC

EXHIBIT 8

EXHIBIT 8

Traci Bixenmann

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Sunday, June 29, 2014 1:37 PM
To: 'Mike Meacher'
Cc: 'Jon Fleming'; Sean Flynn
Subject: RE: Senator Heller - USCIS

Mike,

Not to worry, I will pester her incessantly. I am good at that...just ask my kids. ☺ And thanks for the update on all the positive news at Front Sight – that is all very good to hear, and should make the project even more attractive to investors.

With regard to your question about the San Diego Hyatt deal, the EB5 funding was proceeding well, as we had many millions of dollars in escrow with another 95 investors (\$47.5m) slated to fund by September 30. Unfortunately, and in confidence please, the project developer got into a major disagreement with Hyatt, who summarily terminated the management agreements two weeks ago. Therefore, we are starting the process of refunding the investors' money. Given that the first investors went into escrow in September, their I-526 applications never even got to the adjudication stage, as it is taking USCIS 10 – 12 months to reach that stage – as opposed to the 4.5 month average time for an I-924 application to be adjudicated, which is what we are doing for the Front Sight project.

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

Thank you for your most kind invitation to the July 3rd fireworks event at Front Sight. I'd love to attend but am already committed as we are hosting a birthday bash for my brother and two of his children who have birthdays on July 2, 3 and 4. I will pass along your invitation to Jon and Sean by copy of this email.

Best regards,

Bob

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Thursday, June 26, 2014 3:34 PM
To: 'Robert Dziubla'
Subject: RE: Senator Heller - USCIS

Bob,

Irritating but predictable. Efficiency is hardly the hallmark of any bureaucrat. Keep after her. She won't do anything if you don't pester her.

Can you give me a summary of your selling success on the San Diego hotel EB-5 fundraising? How many investors have put up their \$500,000 and how many have been accepted by USCIS?

I am trying to get an idea of how long it is taking for you to raise the capital for this project and how that correlates with the probable time required to accomplish the same task for Front Sight.

We are moving dirt like crazy for our additional 26 ranges. We hope to have all grading completed by the end of the Summer and then we'll start with range construction, drilling an additional well, shade structures, and bathrooms. We might get it all completed by the end of 2014. We will then have 50 ranges and a capacity to see as many as 2000 students concurrently. Then, we need lodging, retail, food service and entertainment for this same group of up to 2000.

We also just signed a vendor deal with the local Best Western hotel so we will start receiving travel agency level commissions for all our students who book there. We also cut a similar deal with the Wine Ridge RV resort (adjacent to Symphony restaurant where we have eaten). SportEAR is expanding their product line and we are dedicating more proshop space to them. Our margins in their product are 30%. We have a possibility of being selected for the venue to provide advanced training for the SEAL teams out of Coronado. That could be a lucrative contract and begin a new revenue stream for military and law enforcement courses. Revenues are good, membership is strong. We just need the development capital.

If you, Sean and Jon want to come out for the July 3rd event, you are welcome. We have a hell of a fireworks show on July 3rd at midnight. There are usually 250 to 300 people. Piazza will be here if you want to catch up.

Thanks,

Mike

Meacher@frontsight.com

702-425-6550

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]

Sent: Thursday, June 26, 2014 3:19 PM

To: Mike Meacher

Cc: 'Jon Fleming'

Subject: Senator Heller - USCIS

Hi Mike,

I hope you are well. A quick update: I again called Sarah Timoney Paul, legislative director in Senator Heller's office, on June 22 to inquire about a letter from the Senator to USCIS requesting expedited approval of the Front Sight project. Her response was that there has been no progress since my last call, as they are still "running the traps. The Senator already gave Front Sight a support letter so he clearly is in your corner, but we have never been asked to send an expedite request to USCIS, so we're not sure how to proceed. I will let the Chief of Staff [Mac Abrams] know that you called to follow up."

Ah, our precious tax dollars at work.

Best

Bob

EXHIBIT 9

EXHIBIT 9



July 27, 2015

C. Matthew Schulz
1530 Page Mill Road, Ste 200
Palo Alto, CA 94304

Application: Form I-924, Application for Regional Center under the Immigrant Investor Pilot Program

Applicant(s): EB-5 Impact Capital Regional Center, LLC

Re: Initial Regional Center Designation
EB-5 Impact Capital Regional Center, LLC
RCW1410551734 / ID1410551734

This notice is in reference to the Form I-924, Application for Regional Center under the Immigrant Investor Pilot Program that was filed by the applicant with the U.S. Citizenship and Immigration Services ("USCIS") on April 15, 2014. The Form I-924 application was filed to request approval of initial regional center designation under the Immigrant Investor Program. The Immigrant Investor Program was established under § 610 of the Department of Commerce, Justice and State, the Judiciary, and Related Agencies Appropriations Act of 1993 (Pub. L. 102-395, Oct. 6, 1992, 106 Stat. 1874).

In addition to the Form I-924, the applicant submitted a completed exemplar Form I-526, Immigrant Petition by Alien Entrepreneur, seeking USCIS review and approval of an actual project supported by a comprehensive business plan as contemplated in Matter of Ho, 22 I. & N. Dec. 206 (Assoc. Comm'r 1998).

I. Executive Summary of Adjudication

Effective the date of this notice, USCIS approves the Form I-924 request to designate EB-5 Impact Capital Regional Center as an, LLC qualifying participant in the Immigrant Investor Program.

1. Effective the date of this notice, USCIS approves the EB-5 Impact Capital Regional Center, LLC based on the evidence submitted with the exemplar Form I-526.

II. Regional Center Designation

USCIS approves the applicant’s request to focus, promote economic growth, and offer capital investment opportunities in the following geographic area and industry categories:

A. Geographic Area

State	Counties
Nevada	Clark and Nye
California	Kern, San Bernardino, Riverside, Los Angeles, Orange and San Diego

B. Industry Categories¹

NAICS	Industry Name
6116	Other schools and instructions—sport, recreation and automobile instruction
4511	Sporting goods, hobby and musical instrument stores
7211	Traveler accommodation
7223	Special food services
7224	Drinking places
7225	Restaurants and other eating places
2361	Residential building construction
2362	Nonresidential building construction
2371	Utility system construction
2372	Land subdivision
2373	Highway, street and bridge construction
2379	Other heavy and civil engineering construction
2381	Foundation, structure and building exteriors contractors
2382	Building equipment contractors
2383	Building finishing contractors
2389	Other specialty trade contractors
3399	Other miscellaneous manufacturing
7112	Spectator sports
7131	Amusement parks and arcades
7132	Gambling industries
7139	Other amusement and recreation activities

¹ USCIS issued a Policy Memorandum (PM-602-0083) on the subject of “EB-5 Adjudication Policy,” dated May 30, 2013, stating that formal amendments to the regional center designation are no longer required when a regional center changes its industries of focus or geographic boundaries. A regional center may still elect to pursue a formal amendment by filing Form I-924 if it seeks certainty in advance that changes in the industries or the geographic area will be permissible prior to filing Form I-526 petitions.

III. The Project

Effective the date of this notice, USCIS approves the applicant’s request to include the following actual capital investment project supported by an exemplar Form I-526.

Project	Type of Project	Organization Documents	Date of Document
<u>Las Vegas Development Fund, LLC</u> Geographic Location: Pahrump NV Focus of Investment: loan	Exemplar Form I-526 Petition Project	Business Plan	Dated 03/2014
		Economic Analysis	Dated 11/18/2013
		Operating Agreement	Dated 03/26/2014
		Confidential Private Placement Memorandum	Submitted 04/15/2014
		Subscription Agreement	Submitted 04/15/2014
		Articles of Organization	Dated 02/03/2014
		Escrow Agreement	Submitted 04/15/2014

Note: If changes to this project and its supporting documents are found in subsequent Form I-526 or Form I-829 petitions, USCIS will review the supporting documents once more to ensure compliance with EB-5 program requirements.

The proposal identifies the new commercial enterprise (“NCE”) of the project as Las Vegas Development Fund, LLC, which was formed in the State of Nevada on February, 3, 2014. The project is located at PO Box 3003, 916 Southwood Blvd, Suite 1G in the City of Incline Village, Nevada. 150 immigrant investors will subscribe to the NCE as limited partners in exchange for capital contributions of \$500,000 each and an aggregate of \$75 million.

The NCE will loan the \$75 million of EB-5 capital to a third-party entity, Front Sight Resort and Vacation Club and Front Sight Fire Arm Training Institute. The EB-5 capital loan proceeds will be used to finance construction of the Front Sight Resort & Vacation Club (FSRVC). The construction of the FSRVC will include 102 timeshare residential units, 150 luxury timeshare RV pads, pool, spa Restaurant, Patriot Pavilion which will include office buildings, classrooms, retail, etc. Expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute (FSFTI) includes increasing the total number of ranges from 22 to 50, expanding the martial arts facility, new evasive driving facility and infrastructure improvements, such as: paving; sewers and electrical improvements. The projected total cost of the project is \$150 million. The project will take more than two (2) years to complete and will generate approximately 1821 jobs.

A. Job Creation

USCIS approves the geographic area and industry categories noted above based on the economic impact analysis presented and reviewed in conjunction with the adjudication of this capital investment project. The job creation methodology presented in the economic impact analysis and underlying business plan is found to be reasonable based on the following inputs, when applying the RIMS II economic model:

Economic methodology/model used in job creation

Economic activity prepared by Impact Econometrics LLC	Expenditure/revenue deflated 2010 \$	Final demand multiplier	# of direct jobs	Direct effect multiplier	Total jobs
Hard Construction	\$44,228,554	16.9790			751.0
<i>Operations FSFTI</i>					
Range Staff			260.0	1.6046	417.2
Maintenance Staff			80.0	1.6046	128.4
Office Staff			30.0	1.5197	45.6
Retail Staff			18.0	1.6177	29.1
Patriot Pavilion Staff			20.0	1.6046	32.1
<i>Total for Operations FSFTI</i>			408.0		652.4
<i>Operations FSRVC</i>					
General & Administrative			8.0	2.6185	20.9
Activities Personnel			8.0	1.5197	12.2
Food & Beverage			52.0	1.4833	77.1
Front Desk			28.0	2.6185	70.7
Housekeeping			21.0	2.0581	43.2
Maintenance			7.0	2.6185	18.3
Retail Outlet			8	1.6177	12.9
Gas Outlet			0	1.6177	0.0
Security			5.0	2.0546	8.2
Spa Manager			9.0	1.5197	15.2
<i>Total for Operations FSRVC</i>			145.0		278.8
<i>Visitor Spending</i>					139.6
TOTAL JOBS					1821.8

The approval of this Form I-924 application supported by an exemplar Form I-526 petition is based upon the assumptions and estimates used as inputs in the business plan for job creation. Please refer to the input and multiplier analysis table above.

When an actual project is specifically named in this notice and the critical inputs remain materially unchanged, USCIS will give deference to the job creation methodology when adjudicating Forms I-526 associated with the named project. The same business plan and the same reasonable job creation methodology and projected inputs must be submitted when the individual investor's Form I-526 is filed in order to receive deference.

It will be the responsibility of the individual investor to demonstrate that the assumptions and estimates presented as inputs to the job creation methodology remain materially unchanged when he or she files a Form I-526. When filing Form I-829 for removal of conditional status, the individual investor has the burden of demonstrating that the assumptions and estimates presented as inputs to the job creation methodology have not materially changed and have been realized (or can be expected to be realized within a reasonable time).

If the job creation estimated in the business plan materially changes or will not be realized, then it will be the responsibility of the EB-5 investor to notify USCIS of an agreed upon methodology to allocate job creation among eligible investors.

IV. Guidelines for Filing Form I-526 Petitions Based on Las Vegas Development Fund LLC project

Each individual petition, in order to demonstrate that it is affiliated with the EB-5 Impact Capital Regional Center LLC, in conjunction with addressing all the requirements for an individual immigrant investor petition, shall also contain the following:

1. A copy of this regional center approval notice and designation letter including all subsequent amendment approval letters (if applicable).
2. An economic impact analysis which reflects a job creation methodology required at 8 CFR § 204.6 (j)(4)(iii) and shows how the capital investment by an individual immigrant investor will create not fewer than ten (10) indirect jobs for each immigrant investor.
3. A comprehensive, detailed and credible business plan for an actual project that contains the factual details necessary to be in compliance with the requirements described in Matter of Ho, 22 I&N Dec. 206 (Assoc. Comm'r 1998).
4. Legally executed organizational documents of the commercial enterprise. The documents may be the same documents noted in Section III of this approval notice.

Note: If the project timeline has changed significantly from the original business plan, a narrative that explains the changes in the project timeline, along with a timeline that realistically reflects the status of the project should be submitted.

V. Designee's Responsibilities in the Operations of the Regional Center

As provided in 8 CFR § 204.6 (m)(6), to ensure that the regional center continues to meet the requirements of section 610(a) of the Appropriations Act, a regional center must provide USCIS with updated information to demonstrate the regional center is continuing to promote economic growth, improved regional productivity, job creation, and increased domestic capital investment in the approved geographic area. Such information must be submitted to USCIS on an annual basis or as otherwise requested by USCIS. The applicant must monitor all investment activities under the sponsorship of the regional center and to maintain records in order to provide the information required on the Form I-924A Supplement to Form I-924. Form I-924A, Supplement to Form I-924 Application is available in the "Forms" section on the USCIS website at www.uscis.gov.

Regional centers that remain designated for participation in the Immigrant Investor Program as of September 30th of a calendar year are required to file Form I-924A Supplement in that year. The Form I-924A Supplement with the required supporting documentation must be filed on or before December 29th of the same calendar year.

The failure to timely file a Form I-924A Supplement for each fiscal year in which the regional center has been designated for participation in the Immigrant Investor Program will result in the issuance of an intent

to terminate the participation of the regional center in the Immigrant Investor Program, which may ultimately result in the termination of the designation of the regional center.

The regional center designation is non-transferable.

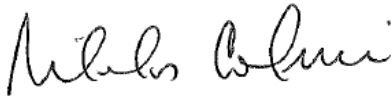
VI. Legal Notice

This approval and designation of a Regional Center under the Immigrant Investor Program does not constitute or imply an endorsement or recommendation by USCIS, the United States Government or any instrumentality thereof, of the investment opportunities, projects or other business activities related to or undertaken by such Regional Center. Except as expressly set forth in this approval and designation, USCIS has not reviewed any information provided in connection with or otherwise related to the Regional Center for compliance with relevant securities laws or any other laws unrelated to eligibility for designation as a Regional Center. Accordingly USCIS makes no determination or representation whatsoever regarding the compliance of either the Regional Center or associated New Commercial Enterprises with such laws.

Each Regional Center designated by USCIS must monitor and oversee all investment offerings and activities associated with, through or under the sponsorship of the Regional Center. The failure of an associated New Commercial Enterprise to comply with all laws and regulations related to such investment offerings and activities may result in the issuance by USCIS of a notice of intent to terminate the Regional Center designation.

If the applicant has any questions concerning the regional center designation under the Immigrant Investor Program, please contact the USCIS by email at USCIS.ImmigrantInvestorProgram@uscis.dhs.gov.

Sincerely,



Nicholas Colucci
Chief, Immigrant Investor Program

cc: Robert W Dziubla
EB-5 Impact Capital Regional Center, LLC
C/O EB5 Impact Advisors, LLC
916 Southwood Blvd, Suite 1G, PO Box 3003
Incline Village NV 89450

EXHIBIT 10

EXHIBIT 10

Traci Bixenmann

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Tuesday, August 11, 2015 11:25 AM
To: 'Mike Meacher'; 'Jon Fleming'
Subject: RE: Marketing payment request update

Dear Mike

Thanks for this email and the voicemail. We look forward to having the \$53.5k deposited into our Wells Fargo account tomorrow.

Front Sight is the ONLY EB5 project we are handling and of course receives our full and diligent attention. Our goal is most assuredly to have the minimum raise of \$25m (50 investors) subscribed by Thanksgiving.

The marketing video is largely complete (awaiting a © notice at the end) and here is a YouTube link to view it. The quality on YouTube is fair at best, but the product we will use in the roadshows will be high def. <https://www.youtube.com/watch?v=cMu6AqvW0s&feature=youtu.be>

Best regards,

Bob

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Tuesday, August 11, 2015 10:14 AM
To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5impactcapital.com>
Subject: Marketing payment request update

Bob and Jon,

Good news about a possible first investor. Not great news that you want another \$10K. I have spoken with Naish about this and he will deliver a check to the local Wells Fargo office tomorrow in the amount of \$53,500.

However, he wants it clearly understood, per my voicemail to you, that he wants your 110% effort immediately to secure the first 50 investors so we can do the detailed architectural plans, building permits, begin infrastructure and refinance the real estate to give your investors a security interest in that real estate. See if you can get this done by Thanksgiving.

To this end, do you have the marketing video completed? Please send me a copy or a link.

Please prevail upon your relationship with Sinowel and the other brokers/immigration attorneys that you will use to jump start the selling process. We selected you to sell the EB-5 investors based on your experience in Asia and your persistence. Time to make it happen.

Jon, when you plan to bring the Indian agent to the property, let me know and I will gladly give him a tour if you like.

Thanks,

Mike
Meacher@frontsight.com
702-425-6550

From: Robert Dziubla [<mailto:rdziubla@kenworthcapital.com>]
Sent: Monday, August 10, 2015 5:43 PM
To: Mike Meacher
Cc: Jon Fleming
Subject: FW: Marketing cost payment decision

Dear Mike,

Further to this email, I just checked our bank account and see that the \$43.5k has not been deposited. We are hereby requesting that you increase that amount by \$10k, which is 1/3rd of the budgeted legal fees. Therefore, please have the deposit be \$53.5K.

Before you have a coronary, there is good news behind this request! We have our first investor preliminarily lined up, so we need to get moving on all of the loan documents ASAP. The investor is from India, and one of our agents was able to stop the investor in the nick of time from investing in another EB5 project and instead designate the Front Sight project. Our Indian agent who has sourced this investor is currently planning to visit Front Sight in a couple of weeks (Jon will chaperone him) to verify that it's a real deal, and immediately thereafter have the investor put funds into escrow. Accordingly, we HAVE to move into high gear and get the escrow set up and the loan documents done. To do that, we need the budgeted funds.

Please do realize that in Asia, it is considered VERY GOOD luck to have your first customer / investor, so it is quite important that we not let this slip through our fingers.

Thanks,

Bob

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]
Sent: Friday, August 7, 2015 10:12 AM
To: 'Mike Meacher' <meacher@frontsight.com>; 'Jon Fleming' <jfleming@EB5impactcapital.com>
Subject: RE: Marketing cost payment decision

Dear Mike,

You're welcome, and we of course will do everything in our power to get the deal subscribed as soon as possible.

With regard to the first payment, instead of just the marketing costs of \$34k, as noted in prior emails, we also need payment for the translations and escrow. So please have the first check made for **\$43,500** and payable to EB5 Impact Advisors. Rather than overnighting it, could you please have someone walk it into a Wells Fargo branch and deposit it directly to:

EB5 Impact Advisors
Checking Account # 7197291581

That way we can start booking our flights a bit earlier and in all events would be a more pleasant experience than the US Post Office.

Bob

From: Mike Meacher [<mailto:meacher@frontsight.com>]

Sent: Thursday, August 6, 2015 9:51 AM

To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5impactcapital.com>

Subject: Marketing cost payment decision

Bob and Jon,

Thanks for taking the time to further describe your marketing plans for promotion of the Front Sight EB-5 opportunity. Naish and I agree with your approach. Sinowel sounds like the best current source. Please maximize that relationship and push them hard to sell it out from their clients.

Naish has decided that he will pay the marketing costs as follows: \$34,000 now, \$34,000 at the end of September and the balance at the end of October. Please give me the correct mailing address to which Naish should overnight a check for the first payment.

Both Naish and I will want progress emails every couple of weeks as to brokers signed up in various countries and investors located and closed.

Thanks for your persistence and getting this approved. Now we need to get it sold.

Mike

Meacher@frontsight.com

702-425-6550

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]

Sent: Wednesday, August 05, 2015 5:32 PM

To: 'Mike Meacher'; 'Jon Fleming'

Cc: 'Ignatius Piazza'

Subject: RE: 2014 financials, two points, conference call with Sinowel

Dear Mike,

Thanks for the response. We look forward to receiving the 2014 financials. In the meantime, please find attached the additional detail you requested on the marketing endeavors and costs therefor.

Jon and I would be happy to discuss with you and Naish on a conference call, but Sinowel respectfully declines. They rightly point out that they do not have a contractual relationship with you but with us, and they do not want to get involved in discussions with Front Sight. (That's all very much a part of the Chinese relationship culture.) Both King Liu and Jay Li also travel incessantly on Sinowel business in China and around the world, so it's very hard to schedule a call.

Cheers,

Bob

From: Mike Meacher [<mailto:meacher@frontsight.com>]

Sent: Wednesday, August 5, 2015 9:13 AM

To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5impactcapital.com>

Cc: Ignatius Piazza <ignatius@frontsight.com>
Subject: 2014 financials, two points, conference call with Sinowel

Bob and Jon,

Naish talked with our accountants yesterday. They will be getting us the 2014 numbers as soon as possible. We will forward them to you.

There are some interlineated red responses to your two points below. Both are self-explanatory.

Naish and I would like to have a conference call with the two Sinowel principals, Jay and King, along with you both as soon as practical. Please see if you can arrange a couple of times that will work for the four of you.

Thanks,

Mike
Meacher@frontsight.com
702-425-6550

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]
Sent: Tuesday, August 04, 2015 2:06 PM
To: Mike Meacher
Cc: Jon Fleming
Subject: Marketing schedule / financials

Dear Mike,

Per our call this morning, we are working on a more detailed description of our international marketing efforts to enhance Naish's understanding and appreciation of all that we will be doing. We will have that ready by tomorrow.

In the meantime, however, two points, please:

1. No Material Change to the Project. As you know, we received USCIS approval for the Front Sight project as our "exemplar project," and based thereon USCIS approved the project itself, the jobs creation methodology, the manner of confirming those jobs (which is through the "expenditure model," whereby we prove that FS has indeed spent the money as stated in the business plan and economic impact analysis, thereby creating the number of jobs that Sean projected), and other matters. As a result, no EB5 investor can have his I-526 application denied because of project reasons UNLESS the project changes in a "material way." There is no precise definition of material, as it is a term of art refined over many decades in thousands of court cases. In a nutshell, though, it means any change that a reasonable person or investor would consider to be material. That too is vague, but it provides some guidance. At a more practical level, a material change is often viewed as one where a project or budget changes by more than 5 – 10%. Therefore, as you and Naish are considering how specifically to deploy the \$75m that we are going to raise for Front Sight, please keep that in mind. If there were to be a material change, then the investors could have their green cards denied and all

of us, most especially Front Sight, would become the target of endless litigation. **This will not be an issue. We will build all of what we agreed to build.**

2. 2013 Financials. As we are awaiting the 2014 financials from your accounting firm, could you please explain to us in greater detail (as we are being queried by Sinowel on this point) the reason(s) for the 50% decline in revenue from 2012 to 2013, and the decrease in NOI from \$7.3m to \$3.66m. I know you and I have discussed this before, and you explained that much of it had to do with your CPAs classification of \$12.48m as “deferred revenue,” and its inclusion in the Current Liabilities section of the 2012 balance sheet. We need to understand this point better. **The decrease in revenue reported is due to deferring income through a gift card promotion. We have continued that program each year because it give us even greater market dominance and a position in the market that nobody else can match. The fact that it also defers income is a bonus. More importantly, it is creating an account of “credits” for our members that we will allow them to apply TOWARD the timeshare purchase which will allow us to establish a higher market value for your time share units when members use their credits as partial payment toward the time share purchase. This drives members to the offer, softens the purchase for them, while still making all the profit we need in an above market value offer. In other words, it will drive sales and increase profits by allowing members to use their gift card credits as partial payment toward an above market price time share, thus establishing a higher value perceived the public.**

If we chose not to claim the gift card deferred income, then we would add that number to the profit each year. As such we are wildly profitable.

Thanks,

Bob

EXHIBIT 11

EXHIBIT 11

844-889-8028

- [Home Page](#)
- [About Us](#)
- [Contact Us](#)
- [FAQ](#)
- [Language:](#)



- [The EB-5 Program](#)
- [The Investment](#)
- [Immigration Process](#)
- [Regional Center](#)

New Project Inquiry

BUSINESSES INTERESTED IN EB-5 FINANCING

Thank you for your interest in EB5 Impact Capital Regional Center, LLC or EICRC. EB5 Impact Capital Regional Center works in collaboration with Southern California and Southern Nevada-based enterprises to promote economic growth, business innovation, and local job-creation.

What Is EB-5

Congress created the fifth employment-based preference (EB-5) immigrant visa category in 1990 for high

net-worth foreigners seeking to invest in a business that will benefit the U.S. economy and create at least 10 full-time jobs for U.S. workers. The basic amount required to invest is \$1 million, although that amount is reduced to \$500,000 if the investment is made in a high unemployment area. The benefits of the immigration program are simple. The American business receives start-up or expansion capital, and the immigrant investor receives a minority business ownership and an expedited green card.

What We Do

EB5 Impact Capital Regional Center is an investment fund created by business and legal professionals. We source high net-worth immigrant investors who wish to invest in an American business in order to obtain lawful permanent residence through the EB-5 green card program. The EB-5 program has already attracted billions of dollars into emerging and expanding American businesses, and during depressed economic times such as these, provides an optimal source of business-financing with attractive terms.

How It Begins

As an interested business, EB5 Impact Capital Regional Center, LLC or EICRC respectfully requests an initial business plan in order that we may understand your business and evaluate its suitability for the EB-5 program. The business plan should include the following information:

- Business description and objectives
- Description of products and/or services
- Brief Market Analysis
- Description of target market and prospective customers
- List of required permits and licenses obtained (if any)
- Description of the manufacturing or production processes (if applicable)
- Materials required and supply sources (if applicable) Any contract executed for materials supply, products distribution, or real estate (if applicable)
- Business organization structure and personnel's experience
- Staffing requirements and timetable for hiring (including brief job description)
- Marketing plan
- Sales, cost, income projection, and detail of the bases thereof.

We look forward to working in tandem with your new enterprise. Please contact us through our [Contact Us](#) page.

844-889-8028

info@eb5impactcapital.com

916 Southwood Blvd., Suite 1G

PO Box 3003

Incline Village, Nevada 89450

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RESOURCES

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English



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EXHIBIT 12

EXHIBIT 12

Traci Bixenmann

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Wednesday, December 16, 2015 4:05 PM
To: 'Mike Meacher'; 'Jon Fleming'
Subject: RE: Timelines

Dear Mike,

Thanks for your email.

We are truly delighted to say that late yesterday Congress agreed on language that will **extend the EB-5 program with NO changes** until September 30, 2016, as part of the federal spending package. Therefore, the investment level will remain at \$500k and we will not need to make any changes to our deal documents or marketing materials.

As we mentioned in an earlier email, the uncertainty surrounding what Congress was going to do has really sidelined the investors. We have been in contact with our agents in China over night, and they are ecstatic with this news and assure us that with this logjam now cleared, the investors will be signing up. We were, of course, dismayed by the slow sales progress, but now expect the sales pace to increase substantially.

With regard to the timeline, we may still be able to achieve the minimum raise of \$25m by January 31 and thereupon begin disbursing the construction loan proceeds to you, but a more realistic date might be February 8. Why that date you ask? Because the Christmas holidays and January 1st new year holiday are rather insignificant in China and, importantly, February 8 is the start of the Chinese New Year. Chinese people like to conclude their major business decisions before the start of that 2 – 3 week holiday period, so we expect to see interest in the FS project growing rapidly over the next couple of weeks with interested investors getting their source and path of funds verification completed in January so that they can make the investment by February 8.

We of course will provide you with weekly updates plus notify you each time we receive investors' funds into escrow so that you have an accurate picture of the progress.

Best regards,

Bob

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Wednesday, December 16, 2015 9:44 AM
To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5impactcapital.com>
Subject: Timelines

Bob and Jon,

I only suggested dealing with the immigration attorneys because we are concerned about the slow start in sales. We expect you are looking at all avenues to locate investors. What other ways can you, or we, promote this?

Should we be concerned about the current slow sales? In prior communications you indicated your belief that we could generate sufficient investors for the first distribution by end of the year or January. This seems unlikely unless you know something I don't.

What is your current best timeline projection? I have lots of construction things that need to be scheduled and I want to be as accurate as possible.

Your weekly update would be appreciated.

Merry Christmas,

Mike
Meacher@frontsight.com
702-425-6550

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]
Sent: Saturday, December 12, 2015 10:40 AM
To: 'Mike Meacher'
Cc: 'Jon Fleming'
Subject: RE: Roadshow update

Dear Mike,

Thanks for your email. Believe me, we are pushing our agents and our investors.

Part of the hang-up is Congress's delay in passing the annual budget bill because the extension of the EB-5 program is part of that package. Congress was supposed to pass it today, but then just voted themselves another 5-day extension. There is a good likelihood that Congress will increase the minimum investment amount for EB-5 from \$500 to \$800k, as the US is a bargain compared to other countries' visa investment program. No one in China believes that the \$300k will deter Chinese investors, but they just want clarity as to the investment amount for EB-5. An increase will actually be quite good for the Front Sight project, as it will decrease the number of investors for the minimum raise from 50 to 32, which also means that the number of jobs created per investor increases.

Thanks for your suggestion about doing an email blast / solicitation to US immigration lawyers. Unfortunately, that is illegal under the US securities laws because those lawyers have a fiduciary duty to their clients and because the lawyers do not have US broker-dealer licenses. I have attached a complaint that the SEC just filed on Monday against a NYC law firm that is run by a Chinese-American lawyer. This is the start of a long-anticipated campaign by the SEC against US immigration lawyers who are trying to game the system.

Have a good weekend.

Bob

From: Mike Meacher [<mailto:meacher@frontsight.com>]
Sent: Thursday, December 10, 2015 9:01 AM
To: 'Robert Dziubla' <rdziubla@eb5impactcapital.com>
Cc: 'Jon Fleming' <jfleming@EB5impactcapital.com>
Subject: RE: Roadshow update

Bob and Jon,

Congratulation on getting another investor. Glad to read that Sinowel is getting their marketing act together. However, we need to increase the signup rate if we are going to close the first funding anytime soon.

As a marketing idea, why don't you guys locate an email list of immigration attorneys in the U.S. and send a couple of blast emails to them with sufficient teaser information to solicit any clients they may have who are looking for an EB-5 investment. There have to be thousands of these attorneys. In fact, I have an acquaintance, Gittel Gordon, who is an immigration attorney. I think she is in La Jolla. My attorney and I sold her a building in Marina Del Rey many years ago. I will be emailing Gittel and asking if she has any clients and suggest she contact you. Much like Ted Carlson, you should have a fee plan in mind for such contact sources as they will want to be compensated.

We sent all the loan documents to our attorneys, Preston-Arza in L.A. Letvia or Scott will be contacting you or your attorney with their questions shortly. We have asked them to handle this as quickly as possible as it is an impediment to marketing.

Welcome back Bob. I'm sure it was a marathon journey. Now, as we see it, the job is to work the phones and email and keep the momentum going and locate more and more brokers, keep their interest high in Front Sight and get them to close.

As you know from recent world events in Paris and San Bernardino, the concern for civilian safety in a world of increasing terrorist threats is all over the news. This can be a marketing opportunity to promote the Front Sight EB-5 offering. Front Sight is part of the solution to provide law-abiding citizens with the proper training.

Merry Christmas to you both,

Mike

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]
Sent: Tuesday, December 08, 2015 3:06 PM
To: Mike Meacher
Cc: Jon Fleming
Subject: Roadshow update

Dear Mike,

I returned from China over the weekend and am pleased to provide the following update.

The Sinowel seminar in Chengdu last week went well. Again, there were just about 40 people in the audience, though this time most of them were direct investors rather than local money managers / investment advisors. The format was the same as Wuhan, though the venue was really quite spectacular: an opulent presentation room in the Raffles Ascott Center in downtown Chengdu, with 30 foot ceilings and floor to ceiling windows. Too bad it was a gray, rainy, and typically polluted day.

Sinowel led off with a video clip about themselves followed by the FS marketing video. Then Hai-oh got up and went through the power point presentation. I joined her for the Q&A, which ran about 30 minutes. The audience was quite interested and had good questions. The entire presentation ran about 3 hours. Sinowel of course is following up with all of the investors who were present.

We are especially pleased to say that Sinowel placed its first investor into escrow yesterday. Attached is the confirmation letter from our Escrow Administrator for your convenience. Sinowel again reiterated that they

have many more investors in the pipeline and are eager to receive our confirmation that the loan documents have been signed. Please advise the status of that, as we had understood from your email of November 18 that Letvia would be reviewing and responding quickly.

Thanks,

Bob

<<...>>

EXHIBIT 13

EXHIBIT 13

Traci Bixenmann

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Monday, January 4, 2016 2:24 PM
To: 'Mike Meacher'; 'Jon Fleming'
Subject: RE: EB-5 distribution timeline

Dear Mike,

Happy New Year 2016! Hope you had a grand holiday season.

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

With regard to timing, based on discussions with our agents over the past few days, including today, it looks like we may have 5 – 10 investors into escrow by February 8, with an additional 20 – 30 in the pipeline. The Chinese New year commences on February 8, so the market will essentially shut down for about two weeks, and then the investors will gradually return to work. The agents are saying that investors who have not already decided on the project by February 8 will contemplate it over the Chinese New Year and discuss it with their family, as it entails the fundamental life change of leaving their homeland and moving to the USA. We are pushing our agents hard to have 50 investors into escrow by February 29. Once we have the 50 investors into escrow with the Minimum Raise achieved, we will disburse the initial \$18.75m to you and then continue with the fundraising, which is likely to accelerate since it has a snowball type of effect. As the funds continue to come into escrow, we will continually disburse them to you. (See the Oct. 20 email.) Given that the current EB-5 legislation expires on September 30, 2016, at which time the minimum investment amount will most likely increase to \$800k, we highly anticipate that we will have raised the full \$75m by then.

Thanks for pushing on Scott and Letvia to provide their comments on the loan docs.

Best regards,

Bob

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Monday, January 4, 2016 9:02 AM
To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5impactcapital.com>
Subject: EB-5 distribution timeline

Bob and Jon,

Please give me an update on the status of investors so we can plan on a timeline for the initial distribution.

As I understand the math, you intend to have a 25% holdback in order to allow for refunds on those investors who are not accepted by USCIS. In order to distribute the phase one distribution of \$25 million, we will need 63 investors.

I need to make plans for a variety of architectural and construction items that require lead time. Should I be planning to have this initial distribution by the previously referenced February 8th timeline. If not, when?

This morning I reiterated my request of Letvia and Scott to contact you to discuss their items in review of the construction loan documents.

Happy New Year,

Mike

Meacher@frontsight.com

702-425-6550

EXHIBIT 14

EXHIBIT 14

Traci Bixenmann

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Sunday, January 31, 2016 3:29 PM
To: 'Mike Meacher'
Cc: 'Jon Fleming'
Subject: RE: Please update status on EB-5 investors
Attachments: EthanDevineResume.pdf

Dear Mike,

Please see response below in CAPS.

I am pleased to say that we have just concluded negotiations to bring Ethan Devine onboard as our Director of Business Development. He starts tomorrow, is fluent in English, knows the EB5 market space very well, and just successfully concluded a project in October for an LA-based regional center that was having challenges getting its Chinese agents to be more aggressive in sourcing investors. Ethan's resume is attached FYI.

Best regards,

Bob

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Thursday, January 28, 2016 9:41 AM
To: 'Robert Dziubla' <rdziubla@eb5impactcapital.com>
Cc: Jon Fleming <jfleming@EB5impactcapital.com>
Subject: RE: Please update status on EB-5 investors

Bob and Jon,

Thanks for this update. Glad to learn your wife is doing well.

How many "actual investors" where we have their \$500,000 in escrow do we currently have? TWO

What constitutes "in the pipeline"? What are the hurdles from this status to capital in escrow? THE AGENTS ARE WORKING TO EDUCATE THEM ON THE RELATIVE MERITS OF THE FRONT SIGHT PROJECT COMPARED TO THE HUNDREDS OF OTHERS THAT ARE NOW IN THE MARKET PLACE, HELPING THEM TO DETERMINE THE BEST WAY TO APPLY FOR EB-5 (THE COUPLE, THE HUSBAND ALONE, THE WIFE ALONE, OR THROUGH THEIR CHILDREN), ARRANGING THE DOCUMENTS FOR "SOURCE & PATH OF FUNDS" VERIFICATION, FINDING 10 PEOPLE TO WIRE TRANSFER \$50K APIECE BECAUSE OF THE CHINESE CURRENCY RESTRICTIONS.

What is happening in Eastern Europe? You had several interested people there but were looking at overcoming the limitations on getting capital out of Russia. THAT SITUATION REMAINS THE SAME – PRESSURING THE AGENTS TO GET MORE CREATIVE AND FIGURE OUT HOW TO GET AROUND THE GOVERNMENT – WHICH IS SOMETHING THAT THE RUSSIANS HAVE HISTORICALLY PRIDED THEMSELVES UPON.

Mike
Meacher@frontsight.com
702-425-6550

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]
Sent: Wednesday, January 27, 2016 2:49 PM
To: 'Mike Meacher'; 'Jon Fleming'
Subject: RE: Please update status on EB-5 investors

Dear Mike,

Thanks for your patience and understanding. My wife is now quickly recovering from her ankle surgery.

Here is an update based on discussions with all our agents and our direct activities:

1. **China market turmoil and volatility** are continuing, as the Shanghai stock exchange dropped another 6.6% just yesterday. The market has dropped almost 50% since its high in June 2015. The trading break triggers that the Chinese market regulator implemented last year, were triggered twice within minutes several days ago, forcing the regulator to suspend the triggers and allow the market to set its own path to a degree. Uncertainty is pervasive.
2. **Pipeline** of investors continues to grow and is at 26, which also includes a new one from India. Will likely increase when we get Sinowel's report. See next paragraph.
3. **Sinowel** - Based on the last feedback about 10 days ago, Sinowel had 15 investors. Wenrui Li, the new head of the EB5 team has been visiting all of the Sinowel offices and training up the agents on Front Sight and meeting with interested investors. He just returned to Beijing last night and told us that he would provide a report by the end of this week.
4. **Chinese New Year** - Other agents report that due to the market volatility their investors are holding off on making any investments and investment decisions until after the Chinese New Year, which will unofficially start on Friday, February 5 (the official start is on Monday, February 8). Some of the investors are considering a visit to Front Sight over the CNY holiday. We of course will advise you if that is likely to occur.
5. **New agents and a direct hire** - We, like you, are frustrated and annoyed with the slow sales pace. Therefore, we are in the process of signing up four new agents and are interviewing tomorrow a potential new hire for our company to act as a dedicated sales manager. Details:
 - a. One agent is native Chinese living in Washington state. He makes his living by sourcing direct investors for EB5 projects that he has vetted and approved. We worked with him on the San Diego Hyatt project, where he sourced over 10 investors prior to Hyatt pulling the flag.
 - b. The second agent is native Chinese living in the Chicago area, as she married an American man recently and accompanied him to the Chicago area, where she just finished her MBA degree. She was a very successful sales manager for several companies selling high-end dental and medical devices and implants in northeast China. Has an extensive network of wealthy medical professionals there that she will develop for EB5.
 - c. The third agent is an American chap living in China and who has a highly placed and well connected Chinese partner. He was introduced thanks to your friend Fely, whom we met with when she was in San Diego last week. He and his partner have sourced over \$80m of EB5 money for various projects.
 - d. The fourth agent is an old Chinese friend of mine who is connected at the very top levels of the Chinese government. He and I worked closely together several years ago when I had my 50/50 JV with Guggenheim Partners, the \$200 billion wealth management firm, and the Chinese government wanted Guggenheim to partner up on a China Green Energy Fund. We have had extended discussions over the past three weeks, and he reports that the Chinese government wants to encourage and expand Chinese investors using the EB5 program but at the same time wants to see the investors going into good, solid projects. They have reviewed the Front Sight project and believe that it is one of the best currently in

the market. They are contemplating directly sponsoring EB5 projects – i.e. a Chinese government agency would sponsor and hold investment seminars and roadshows for projects that they have selected and approved – and believe that they could bring 200 – 500 investors very quickly and bring thousands of investors over the next few years. These Chinese officials will resume discussions with my friend after the Chinese New Year.

- e. Tomorrow we are interviewing a possible direct hire to act as our sales manager and drive the Chinese agents. He is a magna cum laude graduate of your alma mater, USC, where he majored in Chinese; he spent several years doing language training in China; he received his MA in International Affairs at UCSD focusing on China; he worked for several Chinese companies in mainland China and Taiwan; he was the Asia Desk Manager for the World Trade Center San Diego; and most recently he was the sales manager for an EB5 project in west Hollywood where he was instrumental in pushing the Chinese agents to close on a \$30m financing in less than four months (he was very skillful at using the September 30 and then the December 11 legislative deadlines to drive sales).

Best regards,

Bob

From: Mike Meacher [<mailto:meacher@frontsight.com>]

Sent: Tuesday, January 26, 2016 9:08 AM

To: 'Robert Dziubla' <rdziubla@eb5impactcapital.com>; Jon Fleming <ifleming@EB5ImpactCapital.com>

Subject: RE: Please update status on EB-5 investors

Bob,

I certainly understand. We hope she is doing well and fully recovers quickly.

Best Wishes,

Mike

Meacher@frontsight.com

702-425-6550

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]

Sent: Tuesday, January 26, 2016 9:02 AM

To: 'Mike Meacher'; 'Jon Fleming'

Subject: RE: Please update status on EB-5 investors

Dear Mike,

Thanks for the email and sorry for our delayed report. It's my fault – my wife had orthopedic surgery on Friday, and I way underestimated the amount of time caregiving would require the past few days. We will have an update to you later today or first thing tomorrow morning.

Best

Bob

From: Mike Meacher [<mailto:meacher@frontsight.com>]

Sent: Tuesday, January 26, 2016 7:51 AM

To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5impactcapital.com>

Subject: Please update status on EB-5 investors

Bob and Jon,

Please send me the updated stats on investors in our EB-5 project since last week's report.

We understand China is on holiday but what is progress from other sources?

Is Sinowel making this Front Sight EB-5 offering a priority with their sales force and how do we know?

Sales seem very slow for being into the selling effort seriously for 4-5 months.

Thanks,

Mike

Meacher@frontsight.com

702-425-6550

EXHIBIT 15

EXHIBIT 15

Traci Bixenmann

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Friday, March 4, 2016 2:59 PM
To: 'Mike Meacher'
Cc: 'Jon Fleming'; Mike Brand
Subject: RE: State of our EB-5 offering--(2)

Dear Mike,

Thank you for your various emails. We wish to reiterate the following:

- ✓ Over the past two months we have fired our non-performing Chinese agents, have hired new agents, and are recruiting additional agents.
- ✓ Ethan is going to China on Monday for two weeks or more to educate and support our existing agents, to continue growing our existing network of agents, and to participate in investor seminars and roadshows that have been arranged by our agents.
- ✓ As an accommodation to you, we had Sinowel confirm the other day in the confidential email that we forwarded to you that we are generously compensating them at the very top of the market. That is indicative of how we handle our agents.

An additional point: The new investor that we told you about yesterday has finished funding the balance of his \$500k into escrow.

We have the following three responses to the points raised in your emails:

1. Agent compensation. We will not “work around” our legal and ethical obligations to our agents by breaching the agreements and telling you how much we are retaining so that you can subtract that from the 5% interest spread to then calculate how much the agents make. We don’t work around our agreements with our agents nor would we “work around” our agreements with you if someone prodded us to do so -- that is simply not how we work. We have done the most we are able to do, which was to have Sinowel confirm that we are generously compensating them at the very top of the market.
2. Deliverables from Front Sight. Thank you for confirming that Front Sight has “over \$1 million more into it since you started soliciting the offer for grading, civil engineering, adding ranges and other development costs.” Please provide us with receipts for those expenditures so that we have that confirmation in our files when we make that representation to the investors. The remaining open and crucial deliverable from Front Sight is the loan documentation. Again, not having the loan documents finalized is severely hampering our marketing efforts.
3. Representations. In your excitement about receipt of USCIS approval for the project, Front Sight may have overstated to its members the prospects for obtaining the EB5 funds by a date specific. We, however, have never given you a specific date for completion of the fundraising nor any promises regarding the number of investors into escrow by a date certain. As you know, this is a market-driven process and we have always avoided promising specific results within a given timeframe.

Kind regards,

Bob

CC: Michael A. Brand, Esq.

From: Mike Meacher [mailto:meacher@frontsight.com]

Sent: Wednesday, March 2, 2016 7:06 PM

To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5impactcapital.com>

Subject: State of our EB-5 offering--(2)

Bob and Jon,

This has been a long day at Front Sight for me so the terse tone will continue. Please excuse any 15th hour of the day typos. You both must understand we are very serious. The saltiness you reference was and has been self-inflicted on your part. Had you come close to meeting ANY of the representations in your marketing summaries, we would all be a lot more pleasant in this discussion. Envision the situation reversed and tell me you would be reacting any differently.

It did not go unnoticed that you did not answer any of the questions posed in my prior email. Please review it ,and those below, and answer them all.

In response to your email earlier today, we have the following comments:

1. Yes, we want to immediately know the compensation plan for Sinowel and WHY they have not placed a SINGLE investor in escrow after 7 months. You should want to know this. You should have wanted to know this in October. Anyone serious about sales should be tracking the sales agents and finding out what the objections are to closing sales. Why no sales from Sinowel? Naish does this with every marketing offer. If an offer is not working, why? What do we need to change to get high sales? Further, please put this Sinowel compensation plan into context and give us the high to low spread of how brokers and sub brokers are compensated. Such disclosure cannot be a conflict if no specific party is referenced. The fallback of “we are legally and ethically bound by confidentiality restrictions in all of our contracts with our Chinese agents (and all others) not to disclose the terms thereof” seems quizzical. Irrespective of your belief, you and Jon are really acting in the capacity of a “super broker” and are hiring agents and sub agents to create a sales tree. If you were the sales manager for a major Coldwell Banker office and I listed my multi-million dollar home with you and we agreed to a 6% commission but you went out and advised everyone outside your office there would only be a 1% commission to their office, what type of sales interest would there be outside your office? Zero. If, as the seller of the home, I had no offers and came to you and asked pointedly how the 6% is being split to motivate all brokers and you told me some babble about “legal and ethical restrictions” I would call BS.
2. As the owners and developers of Front Sight, we have a right to know everything that impacts sales. Talk about real fiduciary duty. We have that very real obligation to our members to make sure everything is being done to maximally impact sales. We reiterate our request for this information. We are not taking the information public nor are we disclosing it to brokers. We just want confirmation that it is a compensation program that provides a serious incentive for them to sell and not a disincentive. How is this an unreasonable request? Here is the ethical work around. If you still find this to be some obtuse violation of a real or imagined relationship with these brokers, then disclose to us what you are retaining. There is a 6% annual cost of the money that Front Sight is borrowing via EB-5. The investors are getting 1%. Answer this simple question: how much are you and Jon (or entities owned or controlled by you and Jon) retaining of the net 5% spread? Surely there cannot be any objection to this. Please send this information back tomorrow.

3. Per the offering disclosures all your investors have received, Front Sight has a valuation of \$75 million into the project to date and over \$1 million more into it since you started soliciting the offer for grading, civil engineering, adding ranges and other development costs.
4. You will have the loan agreement when it is done. We have spent over \$20,000 in legal fees sorting it out and our attorneys. They are currently working on the support documents and making sure we have pristine title to deliver to your investors. There are some historical artifacts that need to be dealt with. After exhaustive due diligence, Preston-Arza has come to the conclusion that you have no fiduciary responsibility to anyone. You are operating in the capacity of a broker. If you disagree, please provide the support to Letvia and Scott so they can review it. These construction loan documents, while necessary prior to distribution, are not the pressing issue. SALES is the issue. Sales is the ONLY issue. If sales don't radically improve, there is nothing to distribute and these document are moot.
5. You are massively behind in performance on every representation you have made of what you were to deliver. If you continue at the same pace, using the same compensation plans for your brokers, you will never deliver funds to us before the EB-5 program risks being significantly changed or halted. There is a real risk to the viability of EB-5 past October or November. Don't you agree? If not, what do you know that we don't? You need step up your game. You have wasted 7 months and damaged our reputation with our members. We cannot allow you to waste another 7 months or further damage us without consequences. Your words and mine are really not the litmus test. Performance is the test.

What are we to conclude is the problem? What do you conclude? It's not the Front Sight offering. It's not the demand for EB-5. It has to be something else and YOU GUYS need to figure out what this is and figure it out now. Enlist our help. The more we understand about the offering, the greater the chance of us coming up with some solutions. Doing the same thing and expecting different results is failed logic.

What is your plan to get the first 63 investors closed and into escrow in the next 45 days? This is the only relevant question.

However, none of the questions in this email or the one from yesterday are rhetorical. We want your accurate and detailed responses.

Mike
Meacher@frontsight.com
702-425-6550

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]
Sent: Wednesday, March 02, 2016 12:36 PM
To: 'Mike Meacher'; 'Jon Fleming'
Subject: RE: The State of our EB-5 Offering

Dear Mike,

Well, you were certainly right about your email being salty.

And we apologize if Naish is venting his anger and frustration on you because of the state of our EB-5 offering. We certainly felt that sting keenly even at a second-hand remove; and we most assuredly understand, appreciate and share your and Naish's concerns.

Let us address those as best we can. First, the very good news.

We had told you a few days ago that we have several Indian investors getting ready to fund their investment. Well, this morning, another Indian investor went into escrow. I separately will forward to you an email from NES confirming the receipt into escrow of the first \$250,000 from this investor – the remaining \$250k will be coming in today or over the next couple of days. That means we have three investors in escrow, not one. The same agent who sourced this investor told us that he has one more investor preparing to wire his investment funds and that he has two or three more investors after that who are getting closer.

Next, as we explained the other day, last Friday we met in Orange County with a different Indian agent and two of his clients. This morning, that agent said that one investor, after returning to India and discussing the matter with his family, has decided to move forward.

In short, we are seeing good progress from our Indian agents.

Turning to China, which accounts for 87% of EB-5 investments: You have stated below your belief that the reason the Front Sight project is not enjoying faster uptake is because we are being too greedy and not providing enough compensation to our Chinese agents to market the Front Sight. You then demanded to see the details of our contractual agreements with our agents. We wish to make three important points in response to this.

First, as we explained the other day, because of the slow uptake in China, over the past eight weeks we have fired several agents who have not performed (i.e. agents who completely failed to source the number of investors agreed by the dates agreed). In turn, we then have hired several new agents and are negotiating with others to bring them onboard.

Second, we have hired Ethan as our Director of Business Development, and he has been working closely with our Chinese agents to provide them with as much support as possible. Further in this regard, Ethan will be going to China on March 7 for two weeks (or longer if necessary) to meet with and further educate and motivate our existing agents, to participate in investor seminars and roadshows, and to line up additional new agents.

Third, we are legally and ethically bound by confidentiality restrictions in all of our contracts with our Chinese agents (and all others) not to disclose the terms thereof. The EB-5 business is highly and increasingly competitive, and the agents absolutely will not tolerate the disclosure of the terms of their compensation. Assuming for the sake of discussion that we were to acquiesce to your demand and violate our contractual and ethical obligations, and thereby disclose to you the details of the compensation scheme, all of our agents would immediately quit and would sue us (and perhaps you) for breach of contract (or, in your case, tortious interference with contract). In that event, the EB-5 raise for Front Sight would die instantly, all of our reputations would be horribly and irreparably damaged, and we would spend lots of money hiring lawyers to defend us. That is a result none of us want to see.

While we find it deeply insulting that you would question our desire and ability to handsomely compensate and motivate the agents for sourcing investors so that this EB-5 offering is successful, we also understand your

desire for assurances and a better understanding. In an effort to provide you with comfort on this point, without violating our contracts, we are willing to ask Sinowel, whom you have met and know, to confirm that they are being compensated at the very top of the market and further explain their view of the market conditions and investor uptake.

Of course you are concerned about the state of the EB-5 offering, and all of us our ceaselessly searching for ways to make the offering more successful. You can help us substantially in this effort in two ways, thereby addressing repeated requests from both agents and investors: First, you can have your lawyers finalize the loan agreements. Second, you can tell us how much Front Sight has spent on construction over the past 6-month and 12-month periods. Those options for helping us to improve success are at your feet.

Kind regards,

Bob

From: Mike Meacher [<mailto:meacher@frontsight.com>]

Sent: Tuesday, March 1, 2016 6:44 PM

To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5impactcapital.com>

Subject: The State of our EB-5 Offering

Bob and Jon,

You once sent an email to me and advised in advance it was going to be salty. The same warning applies to this email.

You are in a dangerous situation. You have been selling the EB-5 program for Front Sight since August of 2015. As best Naish and I can determine, your success to date has been ONE Indian investor with funds in escrow, TWO Indian investors who are raising funds to deposit to escrow and the Swiss investor who has decided to invest but from whom you have no escrow money. So for all the dust that has been raised in the last seven months, you have a grand total of 4 investors—three of which have yet to put their cash in escrow. I could rant and rave about poor performance and tell you what thin ice you are on with Naish but you are both bright guys and it should be obvious.

In the sales business, you either get performance or excuses. Four sales in seven months is abysmal. Were Naish and I anticipating such poor performance? Hardly and let me tell you why. Below are random excerpts from your communications with us since August. They are meant only to let you know why Naish is seriously pissed.

- August 2015—“our goal is to have the first 50 investors by Thanksgiving”
- August 2015—“we have made contacts in Mexico, UAE, Russia and Ukraine”
- September 2015—“Bob is going to Russia, Ukraine, Kazakhstan, London and Zurich in October”. Did this happen?
- September 2015—“Jon is going to Mexico Brazil, Argentina in October”. Did this happen?
- September 2015—First investor is secured from India
- September 2015—“Agents believe the first \$25 million will be raised by 12-31 and the balance by 6-30-16”
- October 2015—“Agents in Russia have 3 investors and have lined up 10 or more in the pipeline”

- October 2015—"Sinowel has 5 investors lined up"
- October 2015—"Second China agent is planning on 50 investors by year end"
- October 2015—"Third China agent anticipates 20 investors by year end"
- October 2015—"Will do road show in Brazil". Did this happen?
- October 2015—"Aiming to achieve \$25 million by 12-31 but it might go to January 15"
- October 2015—"Sinowel has 3-4 investors ready to sign up"
- November 2015—"Believe Sinowel has 5-6 in process"
- November 2015—"Planning a seminar in Brail for December 8-9." Did this happen?
- November 2015—"Russia has 3 investors in process"
- November 2015—"Sinowel is getting its act together and has a dedicated EB-5 marketing team"
- November 2015—"Many investors in the pipeline for the Front Sight deal"
- December 2015—"May be able to achieve the minimum \$25 million raise by 1-31"
- December 2015—"Various agents report a total of 20 investors in the pipeline"
- January 2016—"5-10 investors in escrow by February 8th with an additional 20-30 in pipeline"
- January 2016—"Sinowel continues to expand its team"
- January 2016—"We await reports from agents but expect it to be more than the 21 previously reported"
- January 2016—"The pipeline is now at 26 investors and Sinowel has 15 investors"
- February 2016—"Shanghai agent has 2 high potential clients and 11 potential clients"
- February 2016—"Jay Li going to China on 3-1-16 for 60 days to revamp and expand his EB-5 team"
- February 2016—"2 Indian investors committed to Front Sight"
- February 2016—"Swiss investor decided to invest"

At the risk of pointing out the obvious, all of the above is blue sky, hope or misrepresentation. The net result is ONE investor with money in escrow and three possible investors. Something is terribly wrong. We have yet to hear from anyone that the Front Sight project is anything other than the best EB-5 offering. All who have shown up at Front Sight (George, Celinka, King, Jay, Ethan and other agents) are very impressed. The problem is not the Front Sight offering. There is a lot of demand for EB-5 visas and the pressure on foreign nationals is to get in now before the U.S. changes the deal in October or elects a new President in November and the program gets curtailed. The only other option is the deal being offered to the brokers and sub brokers is insufficient to motivate them to close sales. We want to know immediately what the financial arrangements are between you and Sinowel and the other brokers. Please provide us a specific breakdown of the money being paid from the 6% annual payment Front Sight has agreed to pay. We understand the return being offered to investors is 1%. Rather than speculating, we now want to know the detailed breakdown. Please provide this immediately. You must be attempting to retain more of the 5% spread than is marketable, it has obviously been a disincentive for brokers to sell this product.

Something must change and must change NOW. Naish will not sit by and get sued by his members for creating expectations of his members based on your inflated sales beliefs. He will not stand in front of his best members on July 4th AGAIN, with egg on his face and giving them excuses when he has done everything you have asked. Front Sight has funded the existence of a Regional Center for you that can be a source of income for you both for many years. You need to supply documents to confirm the financial arrangements with you and ALL your brokers. This formerly was not our concern. It is impacting marketing and is now our concern. These deals need to be redone to provide the vast majority of the available revenue to the brokers (it needs to be way above market) to provide incentive for them to prioritize the Front Sight project at the very top of their things to sell. You

will make less but you will make something. The way this is currently going, you are not likely to make anything and get a black eye in the EB-5 business.

You have never seen Naish as livid as he was with me this afternoon. He is not one to make idle threats. He will close this down if you cannot demonstrate significant sales immediately and get this first funding in the next 45 days. He will seek alternate funding elsewhere since the strength of Front Sight and of Naish personally has increased during the 3.5 years we have been betting on this EB-5 funding. Don't test him. Please do what I have requested.

It does boil down to excuses or performance.

Mike

Meacher@frontsight.com

702-425-6550

EXHIBIT 16

EXHIBIT 16

Mike Meacher

Subject: Agreement with typo corrections

From: Ignatius Piazza [<mailto:ignatius@frontsight.com>]
Sent: Tuesday, November 15, 2016 8:03 PM
To: 'Robert Dziubla' <rdziubla@gmail.com>
Cc: 'Mike Meacher' <meacher@frontsight.com>; 'Jon Fleming' <jfleming@EB5impactcapital.com>
Subject: RE: Agreement with typo corrections

Bob,
Here is what I agreed to do in our phone discussion today.:

1. When you advise EB5 investor funds are ready for disbursement, Mike Meacher will send you an email request for disbursement of those funds with the following message: "Please disburse the EB5 funds you are holding into Front Sight's account. Front Sight has used the prior fund advances in support of the Front Sight project." Front Sight will provide receipts and documentation covering all of the expenditures by October 31 of each year when we submit the EB5 documentation.
2. Upon disbursement of \$375k by wire into our account ANTICIPATED TO OCCUR BY November 21, 2016 we will pay you ½ of the agreed \$24k (\$12,000) by wire.
3. Upon subsequent disbursement of \$375k, we will pay you the remaining ½ of the \$24k (\$12,000) as payment in full for any and all legal, escrow, title and travel fees or expenses associated with the closing of the EB5 transaction of October 7.
4. On December 10, we will pay you \$8k as the marketing fee for December 10 along with the interest payment because you will have made the pending disbursement.
5. If the next investor, whose approval you are awaiting, approves disbursement of her funds on or before November 30, we will consider that a December investment release and pay you \$8k on January 10 along with the interest payment. If the investment is not released by November 30, it will not be counted for December or any other month as the \$8,000 was originally offered for the release of both the November 16 investors funds and the November 30 investors funds way back on October 7.
6. Until you have disbursed a total of \$10m, we will pay you \$8k each month on the 10th so long as you have disbursed funds from at least one investor in the prior month.
7. If you have a dry spell and don't disburse funds from an investor in one month but disburse funds from 2 or more investors in the subsequent month, we will then credit the surplus investor(s) to the prior month(s) and make up the \$8k payment(s) so long as there's a disbursement equal to one investor per month.

Bob,

Please prepare for disbursement of the \$375k tomorrow.

Mike,

Please send Bob an email requesting disbursement of the \$375K that is ready for release with the following statement: "Please disburse the EB5 funds you are holding into Front Sight's account. Front Sight has used the prior fund advances in support of the Front Sight project."

EXHIBIT 17

EXHIBIT 17

Traci Bixenmann

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Wednesday, August 5, 2015 5:32 PM
To: 'Mike Meacher'; 'Jon Fleming'
Cc: 'Ignatius Piazza'
Subject: RE: 2014 financials, two points, conference call with Sinowel
Attachments: Front Sight memo re marketing costs - second memo.docx

Dear Mike,

Thanks for the response. We look forward to receiving the 2014 financials. In the meantime, please find attached the additional detail you requested on the marketing endeavors and costs therefor.

Jon and I would be happy to discuss with you and Naish on a conference call, but Sinowel respectfully declines. They rightly point out that they do not have a contractual relationship with you but with us, and they do not want to get involved in discussions with Front Sight. (That's all very much a part of the Chinese relationship culture.) Both King Liu and Jay Li also travel incessantly on Sinowel business in China and around the world, so it's very hard to schedule a call.

Cheers,

Bob

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Wednesday, August 5, 2015 9:13 AM
To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5impactcapital.com>
Cc: Ignatius Piazza <Ignatius@frontsight.com>
Subject: 2014 financials, two points, conference call with Sinowel

Bob and Jon,

Naish talked with our accountants yesterday. They will be getting us the 2014 numbers as soon as possible. We will forward them to you.

There are some interlineated red responses to your two points below. Both are self-explanatory.

Naish and I would like to have a conference call with the two Sinowel principals, Jay and King, along with you both as soon as practical. Please see if you can arrange a couple of times that will work for the four of you.

Thanks,

Mike
Meacher@frontsight.com
702-425-6550

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]
Sent: Tuesday, August 04, 2015 2:06 PM
To: Mike Meacher
Cc: Jon Fleming
Subject: Marketing schedule / financials

Dear Mike,

Per our call this morning, we are working on a more detailed description of our international marketing efforts to enhance Naish's understanding and appreciation of all that we will be doing. We will have that ready by tomorrow.

In the meantime, however, two points, please:

1. No Material Change to the Project. As you know, we received USCIS approval for the Front Sight project as our "exemplar project," and based thereon USCIS approved the project itself, the jobs creation methodology, the manner of confirming those jobs (which is through the "expenditure model," whereby we prove that FS has indeed spent the money as stated in the business plan and economic impact analysis, thereby creating the number of jobs that Sean projected), and other matters. As a result, no EB5 investor can have his I-526 application denied because of project reasons UNLESS the project changes in a "material way." There is no precise definition of material, as it is a term of art refined over many decades in thousands of court cases. In a nutshell, though, it means any change that a reasonable person or investor would consider to be material. That too is vague, but it provides some guidance. At a more practical level, a material change is often viewed as one where a project or budget changes by more than 5 – 10%. Therefore, as you and Naish are considering how specifically to deploy the \$75m that we are going to raise for Front Sight, please keep that in mind. If there were to be a material change, then the investors could have their green cards denied and all of us, most especially Front Sight, would become the target of endless litigation. **This will not be an issue. We will build all of what we agreed to build.**

2. 2013 Financials. As we are awaiting the 2014 financials from your accounting firm, could you please explain to us in greater detail (as we are being queried by Sinowel on this point) the reason(s) for the 50% decline in revenue from 2012 to 2013, and the decrease in NOI from \$7.3m to \$3.66m. I know you and I have discussed this before, and you explained that much of it had to do with your CPAs classification of \$12.48m as "deferred revenue," and its inclusion in the Current Liabilities section of the 2012 balance sheet. We need to understand this point better. **The decrease in revenue reported is due to deferring income through a gift card promotion. We have continued that program each year because it give us even greater market dominance and a position in the market that nobody else can match. The fact that it also defers income is a bonus. More importantly, it is creating an account of "credits" for our members that we will allow them to apply TOWARD the timeshare purchase which will allow us to establish a higher market value for your time share units when members use their credits as partial payment toward the time share purchase. This drives members to the offer, softens the purchase for them, while still making all the profit we need in an above market value offer. In other words, it will drive sales and increase profits by allowing members to use their gift card credits as partial payment toward an above market price time share, thus establishing a higher value perceived the public.**

If we chose not to claim the gift card deferred income, then we would add that number to the profit each year. As such we are wildly profitable.

Thanks,

Bob

MEMORANDUM

TO: Ignatius Piazza
Mike Meacher

FROM: Robert Dziubla

CC: Jon Fleming

RE: International marketing and travel costs

DATE: 5 August 2015

Dear Naish and Mike:

Per your request, this memorandum will supplement our memo of July 29 that explained why we must develop a global marketing network for the Front Sight project and not rely solely upon Sinowel.

First, by way of background, only China has a highly developed platform of visa immigration agencies because, historically, it was very difficult for Chinese travelers to obtain travel visas to foreign countries, especially student visas. Given that there is a serious shortage of places in Chinese universities for the number of high school graduates, and given the high importance that the Chinese place on education, many affluent Chinese families have for many years chosen to send their children abroad for high school and / or university. The Chinese visa immigration agencies arose to meet that need, and then they morphed into EB5 placement agents once EB5 became so popular.

Today, because of this sophisticated system of visa agencies, China accounts for much of the EB5 financing. But that is changing due to many factors previously articulated, and we all agree that it would be foolhardy to rely just on China and Sinowel.

EB5 investors have come to the USA from all of the countries that we listed in our prior memo, and we intend to develop a marketing program in those countries.

We are currently planning to sign up three marketing agents in India, each covering a different section of that vast country, as soon as we have received the marketing fees from you so that we have the money to hire the lawyers finalize the agreements and to begin funding some of the marketing costs.

We also are short-listing potential marketing agents in all the other countries with South Korea, Taiwan, Mexico, Brazil, England, Vietnam, Russia / Ukraine, Iran, Japan and UAE at the top of the list because about 1,000 EB5 investors came from those countries in 2014.

Our planned travel schedule and approximate costs are as follows, with hotels averaging about \$300 per night:

<p><u>September 2015</u> Three weeks</p> <p><u>October 2015</u> Two weeks</p> <p>Two weeks</p> <p><u>November 2015</u> Two weeks</p> <p><u>December 2015</u> Two weeks</p>	<p>Bob & Jon both travel to China (Beijing, Shanghai and other cities selected by Sinowel), plus Hong Kong, Taiwan, South Korea</p> <p>Jon travels to India and Singapore</p> <p>Bob travels to UK, Middle East & Russian / Ukraine</p> <p>Bob or Jon travels to Mexico, Brazil, and Venezuela</p> <p>Bob or Jon travels to China, India and Japan. We plan to host a booth at the IIUSA industry conference in Shanghai at that time.</p>	<p>Airfare = \$20k Hotels / meals / entertainment = \$10k</p> <p>Airfare = \$7.5k Hotels / meals / entertainment = \$4k</p> <p>Airfare = \$16k Hotels / meals / entertainment = \$4k</p> <p>Airfare = \$6k Hotel / meals / entertainment = \$4k</p> <p>Airfare = \$7k Hotel / meals / entertainment = \$4k Booth cost = \$3k</p>
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The total cost of the above travel is \$85,500. From the \$101k that we had budgeted, that leaves \$15,500 for newspaper, radio, TV and other advertising in the target markets.

We renew our request that Front Sight fund these expenses plus the \$9.5k detailed in Bob's email of July 31 to Mike (\$6k translation costs plus \$3.5k escrow set-up fees).

Kind regards.

EXHIBIT 18

EXHIBIT 18

Traci Bixenmann

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Wednesday, February 15, 2017 9:55 AM
To: 'Ignatius Piazza'; 'Mike Meacher'
Subject: RE: Call to our agent

Naish,

When you and I talked on the phone, you said you didn't want to pay us the monthly marketing fee of \$8k and, instead, would pay only when we sourced an investor, as that would be what really motivated us to perform. I said, if that's the way you want it, fine. So our motivation relies upon sourcing investors, not spending our time writing up reports. We don't get paid for writing reports, we get paid for sourcing investors.

We look forward to seeing the USCP loan finalized within the next 45 days.

Bob

From: Ignatius Piazza [mailto:ignatius@frontsight.com]
Sent: Wednesday, February 15, 2017 8:03 AM
To: rdziubla@eb5impactcapital.com; 'Mike Meacher' <meacher@frontsight.com>
Subject: RE: Call to our agent

Bob,

There is nothing pointless about berating you for failing miserably. In fact, that is EXACTLY the point. We have not received a closed investor since when... November? It is now the middle of February! All we hear from you are excuses ranging from how Front Sight became an outlier, to the most recent jewel that Trump has something to do with your inability to close investors! Front Sight had nothing to do with any of your failings. In fact we have pulled your ass out of the fire several times along the way and paid you more money than we ever initially agreed to pay you, just to help. YOU have failed to properly understand the EB5 market and continue to fail to properly market Front Sight. My gut tells me that when we close the USCP loan, which should be in another 45 days or so, it won't make a bit of difference in your ability to source and close lenders. You will come up with more creative excuses as to why you can't close any investors when having a first in place does not improve your performance. I hope I am wrong, but your track record of excuses leads me to believe otherwise. How about giving us a weekly report of WHAT YOU ARE ACTUALLY DOING IN CHINA, INDIA and around the world to source and close investors Bob? We have repeatedly asked you for WEEKLY reports and you conveniently fail to deliver our requested reports. Why Bob? How about answering the simple question Mike just asked you about Ethan? How about closing an investor Bob? WE WANT ANSWERS BOB not more questions or more excuses from you. Answers our questions and give us weekly reports.

From: Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]
Sent: Tuesday, February 14, 2017 5:15 PM
To: 'Mike Meacher'; 'Jon Fleming'
Subject: RE: Call to our agent

If you want to talk with us fine. If you want to talk with our agents, then ask us first. Simple courtesy at a minimum demands no less. We didn't even get a head's up that you were thinking of doing it. Talk about being blind-sided.

We've had extended talks about how FS became an outlier in the EB5 world while we awaited USCIS approval and how that needed to be fixed – by bringing in a senior loan -- so please stop the pointless beratement over our failing

miserably. We continue to await the USCP loan, so please respond to our request of yesterday. What's the status, have you started contractual negotiations and, if not, what's the hang-up?

From: Mike Meacher [<mailto:meacher@frontsight.com>]

Sent: Tuesday, February 14, 2017 4:46 PM

To: Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jfleming@EB5Impactcapital.com>

Subject: Call to our agent

Dear Bob,

Your insecurity and paranoia is unbecoming.

The purpose for the call with Dr. Shah was to allow Naish to thank him for his support of the Front Sight project and to determine if there was anything else we could do to assist in his sales efforts. The conversation was short, allowed Naish to speak briefly with Dr. Shaw and there was no "grilling".

Your characterization that this was "interference" is both incorrect and short sighted. The Front Sight project benefits all of us if we have a more cooperative effort rather than a compartmentalized and territorial approach. If we were trying to circumvent you and go direct to these agents, you would have some reason to be miffed. We are not.

Let me remind you that you have failed miserably in promoting this to the EB-5 marketplace. Front Sight should have \$75 million by now from your EB-5 promises and the project into resort construction and closer to finished. Instead we have you making excuses every month for your lack of performance and accusing us of interfering.

We suggest you locate more agents, light a fire under these agents by giving them the best financial deal in the EB-5 business, push them to deliver their clients and keep us updated weekly on your progress. This would be the productive approach. Kvetching is not.

Is Ethan Devine still working for you to market the Front Sight project? What is his marketing report?

Mike

From: Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]

Sent: Tuesday, February 14, 2017 10:48 AM

To: Mike Meacher

Cc: Jon Fleming

Subject: Call to our agent

Dear Mike:

We understand that you and Naish directly called our contracted agent, Dr. Sudhir Shah, to grill him about his marketing of the Front Sight project in India. Please remember that Dr. Shah is under contract with us and reports to us. We do not appreciate Front Sight interfering with our agents. If you have questions about the marketing, we require that you ask us and not our agents.

Bob

EXHIBIT 19

EXHIBIT 19

Las Vegas Development Fund LLC

Las Vegas Development Fund, LLC
916 SOUTHWOOD BOULEVARD, SUITE 1G
P.O. BOX 3003
INCLINE VILLAGE, NEVADA 89450
Telephone: (844) 889-8028
Facsimile: (858) 332-1795

July 30, 2018

Via FedEx and Email

Mr. Ignatius Piazza
Manager
Front Sight Management LLC
1 Front Sight Road
Pahrump, NV 89061

With a copy to:

Scott A. Preston, Esq.
Preston Arza LLP
8581 Santa Monica Boulevard, #710
West Hollywood, CA 90069

Re: Notice of Multiple Defaults / Notice of Inspection / Monthly Proof of Project Costs

Dear Mr. Piazza:

Capitalized terms used herein shall have the meaning ascribed to them in that certain Construction Loan Agreement dated October 6, 2016 ("Loan Agreement") between us as Lender and Front Sight Management LLC, as the Borrower.

Pursuant to the following contracts, namely: Loan Agreement, First Amendment to Loan Agreement dated July 1, 2017 ("First Amendment"), and the Second Amendment to Loan Agreement dated February 28, 2018 ("Second Amendment"), Borrower was required to do the following:

1. Obtain the Senior Debt by June 30, 2018 and, prior to that date, provide to Lender copies of term sheets, emails and other materials related to the Senior Debt Term Sheets and periodically, but no less than monthly, update the same.
2. Submit EB-5 documentation proving that Borrower had invested into construction of the Project at least \$2,625,000, which is the amount of EB-5 funds that Lender had lent to Borrower by July 1, 2017. Such documentation was to include receipts, cancelled checks, bank statements or other evidence of payment reasonably acceptable to Lender.

Borrower has failed to comply with these requirements, which we will discuss below.



Mr. Ignatius Piazza
Manager
July 30, 2018
Page 2

Senior Debt by June 30, 2018

Under the Loan Agreement, article 5.23, Borrower was to obtain the Senior Debt by March 31, 2017. Borrower failed to do so and requested Lender to grant an extension until December 31, 2017, with a 60-day extension if Borrower so chose. Lender acceded to this request, and the parties signed the First Amendment. Borrower then obtained a loan commitment from US Capital Partners dated November 3, 2017.

Borrower, however, declined to proceed with the USCP commitment because the terms were onerous and, therefore, asked Lender for another extension to find a more favorable commitment, saying that Borrower could always go back to USCP if nothing better could be found. Lender again agreed with Borrower's request, and the parties executed the Second Amendment extending the date to obtain the Senior Debt until June 30, 2018.

During the term of the Second Extension (March 1, 2018 to June 30, 2018), Borrower represented to Lender that it had two senior lenders who were offering terms substantially more favorable than USCP and was jockeying to obtain the best terms, as Borrower would need the Senior Debt in place in order to begin vertical construction no later than September 2018. Borrower, however, failed to provide to Lender any of the term sheets, emails or other materials related to these two Senior Debt term sheets as was required under the Second Amendment prior to the June 30, 2018, deadline.

In an effort to remedy this failure, Borrower's legal counsel, Scott Preston, sent an email to our legal counsel, Michael Brand, on July 19, 2018, with several attachments purporting to be evidence of two potential lenders sourced during the term of the Second Amendment. That, however, was grossly misleading, as all of the attached lender term sheets were from long ago, and the only documents relevant to the Second Amendment term were (1) the USCP Release Agreement that **terminated** the USCP term sheet from November 2017, and (2) an engagement letter for Innovation Capital to act as a financial advisor to Borrower, not a term sheet for a \$25 million loan as represented by Borrower and its counsel.

This intentional misrepresentation and failure to provide term sheets or other documentation confirming Borrower's good faith efforts to obtain the Senior Debt constitutes an event of default under the Loan Agreement and Second Extension.

EB-5 Documentation

Article 6 of the First Amendment states in relevant part that "on or before June 30, 2018, Borrower shall provide Lender with copies of major contracts, bank statements, receipts, invoices and cancelled checks or credit card statements or other **proof of payment reasonably acceptable to Lender that document that Borrower has invested in the Project at least the amount of money as has been disbursed by Lender to Borrower on or before the First Amendment Effective Date.** [emphasis added]"

The First Amendment Effective Date was July 1, 2017, and Lender had disbursed \$2,625,000 of EB-5 funds to Borrower by said date.

