

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 04:34 p.m.  
Dist. Ct. Case No: A-18-781084-B Elizabeth A. Brown  
Clerk of Supreme Court



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15	Counterdefendant Jennifer Piazza’s Answer to First	XVIII	4360-4386
16	Amended Counterclaim (08/21/2020)		
17	Counterdefendants VNV Dynasty Trust I and VNV	VIII	1933-1957
18	Dynasty Trust II’s Answer to Counterclaim		
19	(09/30/2019)		
20	Declaration of C. Keith Greer in Support of	XIV	3257-3326
21	Defendant and Counterclaimants’ Oppositions to		
22	Jennifer Piazza and the VNV Dynasty Trust I and II		
23	Motions for Summary Judgment (02/03/2020)		
24	Declaration of C. Keith Greer in Support of	IV	0762-0769
25	Defendant LVD Fund’s Reply to Plaintiff’s		
26	Opposition to Defendant’s Motion to Appoint		
27	Receiver (02/26/2019)		
28	Declaration of C. Keith Greer in Support of	III	0559-0601
	Defendant’s Motion for Receivership (02/06/2019)		

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Declaration of C. Keith Greer in Support of Las Vegas Development Fund, LLC’s Motion for Leave to Amend the Countercomplaint (04/04/2020)	XV	3641-3645
Declaration of Robert Dziubla in Opposition to Plaintiff’s Motion for Sanctions (09/30/2019)	IX	2041-2044
Declaration of Robert Dziubla in Support of Defendant Las Vegas Development Fund LLC’s Motion for Appointment of Receiver <i>[redacted in district court filing]</i> (02/06/2019)	II / III	0379-0558
Defendant and Counter Claimant LVDF’s Objections to Plaintiff and Counter Defendant’s Statement of Undisputed Facts (02/03/2020)	XIII	3167-3222
Defendant and Counterclaimant Las Vegas Development Fund, LLC’s Notice of Motion and Motion for Leave to Amend the Countercomplaint <i>[redacted in district court filing]</i> (04/03/2020)	XIV / XV	3442-3640
Defendant and Counterclaimant LVD Fund’s Opposition to Counterdefendant Jennifer Piazza’s Motion for Summary Judgment <i>[redacted in district court filing]</i> (02/03/2020)	XIII	3223-3239
Defendant and Counterclaimant LVD Fund’s Opposition to VNV Dynasty Trust I and VNV Dynasty Trust II’s Motion for Summary Judgment <i>[redacted in district court filing]</i> (02/03/2020)	XIII / XIV	3240-3256
Defendant EB5 Impact Advisors LLC’s Opposition to Plaintiff’s Motion for Sanctions (09/30/2019)	IX	2030-2040
Defendant Las Vegas Development Fund LLC’s Motion for Appointment of Receiver and Request for Order Shortening Time (02/06/2019)	II	0351-0378

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Defendant Las Vegas Development Fund, LLC’s  
Motion for Clarification on Order Shortening Time  
(05/01/2020) XVII 4007-4016

Defendant Las Vegas Development Fund LLC’s  
Opposition to Motion to Seal and/or Redact portions  
of Defendants’ Oppositions to Jennifer Piazza and  
the NVN Trusts’ Motions for Summary Judgment to  
Protect Confidential Financial Information  
(02/14/2020) XIV 3369-3380

Defendant Las Vegas Development Fund, LLC’s  
Opposition to Plaintiff’s Second Motion for  
Temporary Restraining Order and Preliminary  
Injunction (03/19/2019) IV 0837-0860

Defendant Las Vegas Development Fund LLC’s  
Reply to Plaintiff’s Opposition to Defendant’s  
Motion for Appointment of Receiver (02/26/2019) III / IV 0741-0755

Defendants’ Answer to Plaintiff’s Second Amended  
Complaint and Counterclaim (04/23/2019) IV / V 0917-1083

Defendants’ Answer to Plaintiff’s Second Amended  
Complaint and First Amended Counterclaim  
*[redacted in district court filing]* (06/04/2020) XVII / XVIII 4073-4262

Defendants’ Opposition to Plaintiff’s Motion to  
Quash Subpoenas to Third Parties Bank of America  
and Lucas Horsfall, Murphy & Pindroh, LLP  
(11/6/2019) X / XI 2479-2655

Errata to Opposition to Defendant Las Vegas  
Development Fund LLC’s Motion for Appointment  
of Receiver (02/22/2019) III 0731-0740

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Errata to Supplemental Declaration of Robert Dziubla in Support of Defendants’ Opposition to Plaintiff’s Second Motion for Temporary Restraining Order and Preliminary Injunction (03/20/2019)	IV	0882-0892
Minutes of the Court (08/26/2020)	XVIII	4387-4389
Motion for Summary Judgment as to the Counterclaims Against Jennifer Piazza (01/23/2020)	XIII	3144-3166
Motion for Summary Judgment as to the Counterclaims Against VNV Dynasty Trust I and VNV Dynasty Trust II (01/23/2020)	XIII	3096-3143
Motion to Seal and/or Redact Pleadings and Exhibits to Protect Confidential Information, Motion to Amend Paragraph 2.3 of Protective Order, Motion for Order Shortening Time and Order Shortening Time (02/15/2019)	III	0602-0628
Motion to Seal and/or Redact Portions of Defendants’ Oppositions to Jennifer Piazza and the VNV Trusts’ Motions for Summary Judgment to Protect Confidential Financial Information, Motion for Order Shortening Time and Order Shortening Time (02/11/2020)	XIV	3331-3348
Notice of Entry of Disclaimer of Interest of Chicago Title Company and Stipulation and Order for Dismissal (02/05/2019)	II	0344-0350
Notice of Entry of Findings of Fact and Conclusions of Law and Order Granting In Part and Denying In Part Defendants’ Motion for Protective Order Regarding Discovery of Consultants and Individual Investors Confidential Information (07/06/2020)	XVIII	4334-4342

1	Notice of Entry of Findings of Fact, Conclusions of	XIII	3081-3091
2	Law, and Order Denying Defendant Las Vegas		
3	Development Fund LLC’s Motion to Dissolve		
4	Temporary Restraining Order and to Appoint a		
5	Receiver (01/23/2020)		
6	Notice of Entry of Findings of Fact, Conclusions of	XVIII	4269-4275
7	Law and Order Denying Plaintiff Front Sight		
8	Management, LLC’s Motion to Extinguish LVDF’s		
9	Deed of Trust, or Alternatively to Grant Senior Debt		
10	Lender Romspen a First Lien Position, and Motion		
11	to Deposit Funds Pursuant to NRCP 67 (06/08/2020)		
12	Notice of Entry of Order (03/19/2019)	IV	0876-0881
13	Notice of Entry of Order (04/10/2019)	IV	0893-0897
14	Notice of Entry of Order (04/10/2019)	IV	0898-0903
15	Notice of Entry of Order (04/10/2019)	IV	0904-0909
16	Notice of Entry of Order (04/10/2019)	IV	0910-0916
17	Notice of Entry of Order (05/16/2019)	V	1084-1089
18	Notice of Entry of Order (06/25/2019)	VI	1318-1324
19	Notice of Entry of Order (12/18/2019)	XII	2837-2840
20	Notice of Entry of Order (01/17/2020)	XII	2867-2874
21	Notice of Entry of Order (02/07/2020)	XIV	3327-3330
22	Notice of Entry of Order (03/02/2020)	XIV	3412-3416
23	Notice of Entry of Order (03/03/2020)	XIV	3417-3421
24	Notice of Entry of Order (03/12/2020)	XIV	3422-3429
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Notice of Entry of Order (04/01/2020)	XIV	3430-3436
Notice of Entry of Order (04/01/2020)	XIV	3437-3441
Notice of Entry of Order (04/28/2020)	XVI	3892-3896
Notice of Entry of Order Admitting to Practice (11/15/2018)	I	0064-0068
Notice of Entry of Order Denying Counter Defendant Jennifer Piazza’s Motion for Summary Judgment (06/08/2020)	XVIII	4288-4293
Notice of Entry of Order Denying Counter Defendants VNV Dynasty Trust I and VNV Dynasty Trust II’s Motion for Summary Judgment (06/08/2020)	XVIII	4282-4287
Notice of Entry of Order Denying Front Sight Management LLC’s Motion for Partial Summary Judgment With Findings of Fact and Conclusions of Law (06/22/2020)	XVIII	4318-4327
Notice of Entry of Order Denying Plaintiff’s Motion for Sanctions Related to Defendant EB5IA’s Accounting Records (12/19/2019)	XII	2854-2860
Notice of Entry of Order Denying Plaintiff’s Motion for Temporary Restraining Order and Preliminary Injunction related to Investor Funds and Interest Payments (09/13/2019)	VII	1585-1591
Notice of Entry of Order Denying Plaintiff’s Motion to Quash Subpoenas to Morales Construction, Top Rank Builders and All American Concrete and Masonry (12/19/2019)	XII	2847-2853

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Notice of Entry of Order Denying Plaintiff’s Motion to Quash Subpoenas to Plaintiff’s Bank and Accountant (12/6/2019)	XII	2817-2822
Notice of Entry of Order Denying Plaintiff’s Motion to Quash Subpoenas to Summit Financial Group and US Capital Partners, Inc. (06/08/2020)	XVIII	4276-4281
Notice of Entry of Order Denying Plaintiff’s Motion to Stay Enforcement of Order Denying Plaintiff’s Motion to Quash Subpoenas to Bank of America and Lucas Horsfall (01/02/2020)	XII	2861-2866
Notice of Entry of Order Denying Without Prejudice Plaintiff’s Motion for Sanctions for Violation of Court Orders Related to Defendants Responses to Plaintiffs Requests for Production of Documents to Defendants (07/06/2020)	XVIII	4343-4349
Notice of Entry of Order Granting Defendant and Counterclaimant Las Vegas Development Fund, LLC’s Notice of Motion and Motion for Leave to Amend the Countercomplaint (06/04/2020)	XVII	4068-4072
Notice of Entry of Order Granting Defendant Las Vegas Development Fund, LLC’s Motion for Clarification on Order Shortening Time (06/05/2020)	XVIII	4263-4268
Notice of Entry of Order Granting Defendant’s Motions to Quash Plaintiff’s Subpoenas to Non-Party Banks (12/6/2019)	XII	2794-2800
Notice of Entry of Order Granting Defendants’ Motion for Protective Order Regarding the Defendants’ Private Financial Information (07/10/2020)	XVIII	4350-4356



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Notice of Entry of Order Granting Defendants’ Motion to Advance Hearing regarding Plaintiff’s Motion to Quash Subpoenas (11/08/2019)	XI	2656-2660
Notice of Entry of Order Granting in Part and Denying in Part Counterdefendants’ Motions to Dismiss Counterclaim (09/13/2019)	VII	1578-1584
Notice of Entry of Order Granting in Part and Denying in Part Defendants’ Motions to Quash Plaintiff’s Subpoenas to Non-Parties Empyrean West, Jay Carter and David Keller (12/6/2019)	XII	2786-2793
Notice of Entry of Order Granting in Part Motion for Sanctions and/or to Compel Actual Responses to Plaintiff’s First Sets of Interrogatories to Defendants (06/22/2020)	XVIII	4328-4333
Notice of Entry of Order Granting Las Vegas Development Fund, LLC’s Motion to Compel Production of Documents or, in the Alternative, Motion for Preliminary Injunction to Address Front Sight’s Continuing Violation of Section 5.10 of the Construction Loan Agreement and Request for Limited Relief From the Protective Order (05/18/2020)	XVII	4062-4067
Notice of Entry of Order Granting Plaintiff’s Motion for Protective Order (11/27/2018)	I	0075-0079
Notice of Entry of Order Granting Temporary Restraining Order and Expunging Notice of Default (11/27/2018)	I	0099-0104
Notice of Entry of Order on Defendants’ Motion to Dismiss Plaintiff’s First Amended Complaint (01/17/2019)	II	0333-0337

1	Notice of Entry of Order on Plaintiff's Motion for	II	0323-0327
2	Preliminary Injunction (01/17/2019)		
3	Notice of Entry of Order on Plaintiff's Motion to	II	0338-0343
4	Disqualify C. Keith Greer as Attorney of Record for		
5	Defendants (01/25/2019)		
6	Notice of Entry of Order on Plaintiff's Petition for	I	0069-0074
7	Appointment of Receiver and for an Accounting		
8	(11/27/2018)		
9	Notice of Entry of Order on Plaintiff's Renewed	II	0328-0332
10	Motion for an Accounting Related to Defendants Las		
11	Vegas Development Fund LLC and Robert Dziubla		
12	and for Release of Funds (01/17/2019)		
13	Notice of Entry of Order on Status Check Regarding	XIII	3092-3095
14	Discovery Responses/Plaintiff's Motion to Compel		
15	(01/23/2020)		
16	Notice of Entry of Order Regarding February 5,	XIV	3381-3385
17	2020 Status Check (02/19/2020)		
18	Notice of Entry of Order Shortening Time	III	0629-0658
19	(02/15/2019)		
20	Notice of Entry of Order Shortening Time	XII	2777-2785
21	(11/15/2019)		
22	Notice of Entry of Order Shortening Time	XII	2823-2836
23	(12/11/2019)		
24	Notice of Entry of Order Shortening Time	XIV	3349-3368
25	(02/11/2020)		
26	Notice of Entry of Order Shortening Time	XVIII	4294-4305
27	(06/12/2020)		

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Notice of Entry of Order Staying All Subpoenas For Documents and Depositions which were Served on Non-Parties by Plaintiff (09/13/2019)	VII	1592-1599
Notice of Entry of Protective Order (11/27/2018)	I	0080-0098
Notice of Entry of Stipulation and Order (12/18/2019)	XII	2841-2846
Notice of Entry of Stipulation and Order Regarding Defendants’ Judicial Foreclosure Cause of Action (06/25/2019)	VI	1325-1330
Notice of Entry of Stipulation and Order Regarding Exhibit (12/6/2019)	XII	2801-2816
Notice of Entry of Stipulation and Order Resetting Hearings and Briefing Schedule (02/25/2020)	XIV	3386-3391
Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (09/02/2020)	XVIII	4390-4403
Notice of Entry of Stipulation and Order to Extend Discovery Deadlines and Continue Trial (Second Request) (05/13/2020)	XVII	4046-4056
Notice of Entry of Stipulation and Order to Replace Exhibit “A” to Defendant’s Motion for Leave to Amend the Countercomplaint <i>[redacted in district court filing]</i> (04/20/2020)	XV / XVI	3693-3891
Notice of Intent to Issue Subpoena to Bank of America, N.A. (10/22/2019)	X	2379-2459
Notice of Intent to Issue Subpoena to Lucas Horsfall, LLP (10/22/2019)	X	2298-2378

1	Opposition Memorandum of Defendant Las Vegas	III	0659-0669
2	Development Fund, LLC to Plaintiff's Motion to		
3	Seal and/or Redact Pleadings and Exhibits		
4	(02/19/2019)		
5	Opposition to Defendant Las Vegas Development	III	0670-0730
6	Fund LLC's Motion for Appointment of Receiver		
7	(02/22/2019)		
8	Opposition to Defendant Las Vegas Development	XVII	4017-4045
9	Fund LLC's Motion for Clarification on Order		
10	Shortening Time (05/11/2020)		
11	Order Re Rule 16 Conference, Setting Civil Jury	VII	1573-1577
12	Trial, Pre-Trial/Calendar Call and Deadlines for		
13	Motions; Discovery Scheduling Order (08/20/2019)		
14	Order Scheduling Hearing (09/27/2019)	VIII	1931-1932
15	Order Setting Settlement Conference (12/06/2018)	I	0105-0106
16	Order Setting Settlement Conference (06/04/2019)	VI	1314-1315
17	Plaintiff's Motion for Sanctions (09/17/2019)	VII	1600-1643
18	Plaintiff's Motion to Quash Subpoenas (10/29/2019)	X	2460-2478
19	Plaintiff's Second Motion for Temporary Restraining	IV	0770-0836
20	Order and Preliminary Injunction, Motion for Order		
21	Shortening Time, and Order Shortening Time		
22	(03/01/19)		
23	Reply in Support of Defendant and Counterclaimant	XVI / XVII	3897-4006
24	Las Vegas Development Fund, LLC's Motion for		
25	Leave to Amend the Counterclaim <i>[redacted in</i>		
26	<i>district court filing]</i> (04/29/2020)		
27	Reply to Opposition to Motion to Quash Subpoenas	XI / XII	2661-2776
28	(11/15/2019)		

1	Reply to Opposition to Plaintiff’s Motion for	IV / X	2233-2297
2	Sanctions (10/18/2019)		
3	Reporter’s Transcript of Hearing (Preliminary	VII / VIII	1644-1930
4	Injunction Hearing) (09/20/2019)		
5	Reporter’s Transcript of Motion (Preliminary	V / VI	1090-1313
6	Injunction Hearing) (06/03/2019)		
7	Reporter’s Transcript of Motions (Defendants’	IX	2045-2232
8	Motions to Quash Subpoena to Wells Fargo Bank,		
9	Signature Bank, Open Bank and Bank of Hope)		
10	(10/09/2019)		
11	Reporter’s Transcript of Preliminary Injunction	VI / VII	1331-1513
12	Hearing (07/22/2019)		
13	Reporter’s Transcript of Preliminary Injunction	VII	1514-1565
14	(07/23/2019)		
15	Response to Defendant LVDF’s Objections to	XIV	3392-3411
16	Statement of Undisputed Facts and Countermotion to		
17	Strike (02/28/2020)		
18	Second Amended Complaint (01/04/2019)	I / II	0107-0322
19	Statement of Undisputed Facts (01/17/2020)	XII / XIII	2875-3080
20	Supplemental Declaration of Defendant Robert	IV	0861-0875
21	Dziubla in Support of Defendant Las Vegas		
22	Development Fund, LLC’s Opposition to Plaintiff’s		
23	Second Motion for Temporary Restraining Order and		
24	Preliminary Injunction (03/19/2019)		
25	Supplemental Declaration of Robert W. Dziubla in	IV	0756-0761
26	Support of Defendant LVD Fund’s Reply to		
27	Plaintiff’s Opposition to Defendant’s Motion to		
28	Appointment of Receiver (02/26/2019)		

<p><b>M</b>  <b>Mr. Rogan [6]</b> 69/4          69/11 69/14 69/22          70/4 71/13  <b>Mr. Rogan's [2]</b>          69/18 69/20  <b>Ms [2]</b> 5/2 64/8  <b>Ms. [4]</b> 4/16 5/23          71/14 146/24  <b>Ms. Holbert [2]</b>          4/16 5/23  <b>Ms. Stanwood [1]</b>          146/24  <b>Ms. Williams [1]</b>          71/14  <b>much [20]</b> 6/11          8/19 9/1 9/3 16/20          18/18 18/20 19/4          22/8 34/1 48/15          98/24 104/25          119/23 132/17          132/25 143/18          146/13 147/9          148/18  <b>multiple [9]</b> 39/12          76/2 89/17 91/13          106/25 131/15          134/10 135/11          136/11  <b>multiplicity [5]</b>          89/18 89/20 90/19          91/8 91/16  <b>muted [1]</b> 5/4  <b>my [104]</b> 4/12 4/24          5/14 8/16 9/16          10/17 11/20 14/12          16/7 16/9 18/19          19/16 20/6 22/15          25/7 27/4 27/25          28/1 29/15 33/21          35/2 36/14 36/15          36/16 37/9 39/1          39/23 40/7 43/7          45/1 45/13 45/15          45/18 49/9 49/14          50/14 50/17 51/23          54/23 60/4 60/8          60/9 60/12 60/13          61/19 61/22 62/20          64/6 71/1 71/1 72/2          75/14 76/4 81/25          82/5 82/25 83/4          83/9 83/13 83/13          84/19 87/21 87/22          88/3 88/12 88/16          91/5 91/14 95/2          100/15 106/25          112/3 117/10 118/2</p>	<p>118/6 120/14 123/4          123/18 132/22          132/23 134/22          137/19 137/23          138/22 139/16          139/25 140/6 144/9          145/16 145/17          146/4 146/19          146/20 147/5          147/16 148/4          148/22 149/1          149/13 150/19          152/9 152/11          152/14 152/14  <b>myself [6]</b> 9/10          10/1 18/11 78/9          83/25 148/13</p> <p><b>N</b>  <b>N-I-N-A [1]</b> 75/1  <b>name [20]</b> 4/24          30/4 35/7 35/9          35/11 63/20 63/24          64/23 64/24 66/25          71/16 72/18 74/16          74/21 75/7 75/22          77/3 104/8 104/14          152/14  <b>named [1]</b> 63/20  <b>names [4]</b> 31/3          34/16 34/18 34/22  <b>NASDAQ [2]</b> 29/20          30/1  <b>near [3]</b> 86/13          87/2 107/23  <b>necessarily [6]</b>          11/1 13/21 45/25          79/17 79/18 139/18  <b>need [20]</b> 7/25          9/15 12/24 13/1          18/17 31/5 43/12          47/19 48/1 54/5          77/5 100/25 104/15          123/21 124/16          140/15 141/9 146/8          146/13 147/17  <b>needed [1]</b> 108/16  <b>needs [1]</b> 115/22  <b>network [11]</b> 29/7          69/14 73/16 73/17          73/18 73/20 74/7          113/19 113/24          118/24 119/1  <b>NEVADA [10]</b> 1/7          4/1 51/11 51/15          51/24 52/6 82/23          122/16 152/2          152/15  <b>never [8]</b> 16/7</p>	<p>24/21 25/1 25/19          25/20 25/24 26/1          26/11  <b>Nevermind [1]</b>          110/21  <b>new [10]</b> 18/23          19/7 22/23 38/21          38/25 76/2 77/3          85/16 85/16 146/3  <b>next [26]</b> 8/16          11/3 64/3 64/15          70/8 74/10 75/4          76/6 78/5 78/6          78/22 80/14 80/16          80/16 82/22 86/15          94/8 94/19 94/20          95/25 102/12 107/1          131/17 137/23          148/25 149/6  <b>nice [1]</b> 11/17  <b>no [75]</b> 1/1 6/7          7/17 9/11 10/14          16/14 21/15 22/3          25/19 28/9 38/4          41/14 41/24 42/5          44/6 46/9 51/6          51/10 52/2 53/3          53/24 54/10 54/19          54/24 56/9 58/8          61/18 61/19 61/21          61/21 61/23 64/22          65/23 70/7 73/14          79/6 80/13 83/24          84/8 84/19 84/21          87/4 87/12 91/3          91/10 91/10 91/10          96/7 98/14 98/20          100/13 101/4          101/16 101/25          102/7 103/12 105/4          105/11 105/23          106/9 106/10          110/10 113/15          118/1 119/16          119/22 120/1 122/7          129/11 130/16          130/21 136/3          137/17 138/3          140/19  <b>No. [2]</b> 55/24          136/23  <b>No. 5 [2]</b> 55/24          136/23  <b>none [2]</b> 127/17          128/8  <b>nonetheless [1]</b>          145/11  <b>nonissue [1]</b></p>	<p>117/13  <b>normally [3]</b> 12/14          33/9 150/16  <b>North [1]</b> 86/16  <b>not [144]</b> 5/25 6/7          6/17 8/2 8/12 11/1          12/12 12/22 13/17          13/23 14/11 15/23          18/8 19/1 20/23          20/23 20/24 20/25          21/1 22/12 22/15          22/17 22/17 22/20          25/21 25/24 26/9          27/23 28/20 29/9          29/13 30/2 30/12          31/3 31/7 31/10          31/24 32/25 33/24          34/24 35/23 36/2          39/17 40/22 41/19          42/13 42/16 42/25          44/19 44/24 45/16          46/7 46/19 47/10          51/17 52/8 56/17          58/1 58/6 61/3          61/20 61/23 62/8          62/10 62/11 62/12          62/16 62/21 66/20          70/7 71/15 74/21          76/19 76/24 79/4          79/17 79/18 80/7          80/12 84/20 88/15          90/25 91/22 91/23          92/2 93/10 95/2          95/7 95/19 96/17          97/7 98/14 99/5          100/13 105/4 110/6          110/9 114/3 114/17          115/13 115/14          115/22 116/7          116/11 116/12          121/16 124/14          125/13 125/17          126/14 126/23          127/4 127/13          128/23 129/10          129/11 129/16          129/17 130/16          131/3 131/10          131/22 132/11          132/22 134/25          135/18 136/16          136/19 137/6          139/18 139/23          139/24 141/13          143/12 146/5 146/8          147/20 148/16          148/18 149/5 149/6          149/6 149/17 150/9</p>	<p><b>notation [4]</b> 94/2          94/14 95/15 96/16  <b>note [4]</b> 37/9 96/6          124/21 135/21  <b>noted [1]</b> 142/12  <b>notes [2]</b> 55/10          152/8  <b>nothing [4]</b> 18/23          32/24 36/7 113/12  <b>notice [11]</b> 34/21          40/3 40/3 40/6          47/20 58/21 59/14          107/1 108/10          109/19 137/14  <b>noticed [2]</b> 57/24          109/1  <b>notify 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(19) Mr. Rogan - oath

<p><b>O</b>  <b>oath...</b> [2] 52/15  81/8  <b>object</b> [12] 5/25  29/8 30/10 30/12  34/24 47/18 47/19  48/3 124/13 125/11  136/2 143/6  <b>objected</b> [1] 8/5  <b>objection</b> [26]  5/21 20/14 22/10  33/18 33/20 33/23  43/21 46/8 47/5  53/3 53/24 61/10  98/14 98/20 106/12  117/6 117/21 118/2  125/14 130/21  131/9 134/22  137/11 138/3  142/25 144/24  <b>obligated</b> [1]  133/21  <b>obligation</b> [7]  27/16 61/18 61/21  65/23 105/4 130/14  132/19  <b>obligations</b> [3]  15/10 24/4 27/14  <b>obnoxious</b> [1]  93/1  <b>obtain</b> [3] 113/10  127/23 128/3  <b>obvious</b> [1] 147/14  <b>obviously</b> [4] 17/6  59/14 147/12  147/13  <b>occasion</b> [1] 79/16  <b>October</b> [10]  14/24 57/18 57/20  58/17 81/20 92/17  103/18 103/23  103/24 130/10  <b>October 2016</b> [2]  57/18 58/17  <b>October 24</b> [1]  92/17  <b>October 26</b> [1]  81/20  <b>October 6</b> [2]  57/20 103/18  <b>October 7</b> [2]  103/23 103/24  <b>off</b> [16] 6/19 6/21  36/4 40/10 98/9  106/11 110/18  111/7 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(20) oath... - overnight

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(21) overrule - point



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(24) requirement... - see

<p><b>S</b>  <b>see... 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(25) see... - sorry

<p><b>S</b></p> <p><b>sorry... 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(26) sorry... - telling

<b>T</b>	14/10 14/21 14/22 14/25 15/1 15/16 16/18 16/22 18/13 19/3 19/5 19/5 19/10 20/23 21/15 21/23 23/5 23/8 24/15 26/24 27/7 30/9 31/8 33/24 39/9 42/9 42/17 42/23 43/5 45/8 45/12 47/20 60/1 61/3 63/11 66/12 66/20 70/10 75/23 76/23 77/1 77/22 78/23 79/8 81/20 82/15 82/20 83/4 86/7 89/15 92/13 92/21 93/20 94/2 94/9 98/17 100/2 100/21 101/10 101/18 103/8 103/19 103/25 105/3 106/19 108/22 109/13 109/25 111/12 116/1 116/14 116/17 117/2 117/12 117/23 122/3 123/10 123/24 127/1 129/11 131/12 132/12 132/22 134/7 134/22 137/23 138/3 139/3 139/13 140/19 141/8 142/4 142/10 146/6 146/16 146/22 147/5 147/8 147/14 147/16 147/21 148/1 148/4 148/13 148/24 149/16 150/18 <b>their [28]</b> 8/13 13/20 16/10 18/20 18/23 20/22 26/3 32/9 35/9 39/13 49/6 64/22 64/24 65/7 72/15 72/20 74/7 79/15 80/3 105/8 118/23 120/3 128/6 129/6 132/19 134/16 139/24 140/1 <b>them [46]</b> 7/19 16/1 26/2 26/18 34/17 35/16 35/17 35/19 36/16 38/10 38/13 39/3 39/7	45/11 45/12 48/7 71/15 72/12 74/8 78/15 80/4 80/5 85/24 94/22 98/17 98/20 98/22 99/2 104/20 104/20 105/4 107/14 111/17 112/15 112/16 117/1 118/9 125/5 125/19 128/15 132/9 132/12 132/24 133/15 134/11 135/24 <b>themselves [3]</b> 48/16 73/23 74/2 <b>then [72]</b> 5/18 8/8 8/16 12/2 16/10 18/24 24/5 25/12 27/9 27/10 35/9 35/19 37/6 42/22 45/18 49/4 57/7 58/20 58/24 59/2 59/6 59/8 64/3 64/9 64/16 64/16 65/1 66/1 68/16 68/20 68/20 69/4 69/23 74/3 74/6 74/10 75/1 76/10 76/25 77/12 77/13 77/20 79/20 79/21 80/15 84/10 85/9 85/18 91/22 92/20 95/10 96/10 97/1 98/1 98/4 103/6 105/14 105/22 107/1 107/8 107/19 111/24 119/7 122/22 125/2 138/23 141/1 141/11 141/15 142/1 144/15 147/2 <b>there [134]</b> 5/19 7/16 7/23 7/24 8/3 9/4 9/6 9/6 9/17 10/8 12/13 15/25 17/3 17/6 17/17 18/3 19/9 20/8 22/1 22/2 22/13 25/5 26/16 27/21 28/2 28/6 28/7 28/10 34/22 36/10 37/6 38/11 38/21 44/18 44/23 50/18 50/24 54/13 58/11 59/8 59/15 59/16 59/24 60/25 62/12 62/25 64/20 66/1 66/11 66/16 67/19 68/17	71/4 74/25 75/25 76/1 76/2 77/12 77/21 80/1 81/15 82/8 82/10 83/9 83/14 84/9 84/13 85/19 86/7 86/20 87/18 88/5 88/7 88/13 88/14 88/25 89/5 90/6 90/10 92/11 94/21 94/24 94/25 96/20 98/20 102/13 102/18 103/7 103/7 103/18 104/1 104/6 104/13 104/14 106/18 107/2 107/7 108/18 109/3 109/24 110/9 110/22 110/22 111/24 112/3 114/14 118/19 119/23 120/11 120/20 120/21 120/22 121/13 121/22 122/6 122/11 122/22 123/17 125/14 127/20 131/7 131/9 131/15 134/10 135/7 135/11 136/3 136/11 136/16 137/24 141/15 143/13 147/4 148/18 <b>there's [49]</b> 9/1 15/9 16/14 16/15 16/15 17/15 17/16 19/1 19/8 21/21 29/6 31/17 32/7 33/2 33/10 34/2 34/16 46/25 61/2 61/10 62/8 66/2 67/21 74/10 74/11 74/16 75/2 76/21 76/22 80/16 85/5 85/13 86/16 92/17 97/23 97/24 103/8 107/23 120/11 123/1 124/14 124/16 136/13 136/19 138/5 140/25 143/1 148/16 149/25 <b>THEREAFTER [1]</b> 152/7 <b>these [40]</b> 11/16 12/23 16/20 30/17 31/1 31/14 48/1 65/12 65/16 66/19	77/8 77/8 77/9 78/8 78/14 81/12 83/23 84/6 86/1 90/13 90/15 95/1 97/19 109/15 111/21 112/15 116/6 116/7 116/9 116/25 123/2 123/17 123/21 124/14 124/17 124/20 125/16 134/24 144/18 150/19 <b>they [96]</b> 13/15 13/17 13/20 13/23 16/5 16/5 18/15 18/16 18/17 23/9 26/6 26/12 26/20 31/15 35/5 35/9 35/15 35/18 35/20 36/1 36/2 37/3 37/4 37/6 39/3 39/12 40/8 40/9 46/16 46/21 47/9 47/12 48/22 49/2 49/6 49/24 58/4 60/22 65/1 65/8 65/9 71/22 72/1 72/4 72/10 72/17 72/17 73/20 73/20 73/21 73/23 74/2 74/3 74/6 74/23 75/18 89/18 90/13 90/23 91/1 91/4 102/23 103/11 105/3 105/7 105/10 105/13 105/17 105/21 105/23 105/25 108/15 111/16 113/23 116/19 118/23 121/19 121/21 124/17 127/16 127/16 128/4 128/9 128/16 128/16 128/17 129/5 129/5 131/9 131/9 132/8 132/11 133/2 135/25 138/9 141/17 <b>they'd [2]</b> 39/2 40/24 <b>they'll [2]</b> 146/16 146/17 <b>they're [17]</b> 13/17 30/21 46/7 46/21 46/22 59/20 64/21 66/21 72/3 91/9 97/23 108/15 116/10 118/10
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(27) tells - they're

<p><b>T</b>  <b>they're... [3]</b>  121/20 132/15  146/3  <b>thing [12]</b> 6/11  11/25 16/5 103/10  123/3 127/3 135/15  143/25 145/19  146/22 147/19  148/8  <b>things [21]</b> 7/7  11/16 12/18 14/19  15/7 15/10 17/2  18/5 18/13 18/22  19/13 42/19 46/17  47/11 57/11 97/16  109/3 123/16 128/4  146/9 150/2  <b>think [77]</b> 7/6 9/3  10/6 11/7 12/6 12/7  12/8 14/10 15/2  15/7 15/14 16/4  16/13 16/14 17/10  17/12 19/14 21/2  21/6 21/20 22/1  22/6 27/23 29/12  33/1 33/25 35/1  35/7 35/22 36/19  43/6 43/18 44/25  48/1 61/1 61/10  64/6 65/1 75/10  76/18 77/9 80/19  81/20 84/13 86/6  86/6 86/7 87/12  88/13 95/16 96/11  97/3 98/7 98/12  98/15 99/21 106/7  107/25 114/20  114/20 120/21  124/16 124/23  125/6 125/15  125/19 126/8 145/7  145/7 145/15  145/18 145/20  146/11 146/11  146/18 147/20  148/20  <b>thinking [12]</b> 9/25  10/10 11/16 13/3  13/14 14/1 18/10  18/14 33/6 33/22  114/25 123/19  <b>third [5]</b> 9/7 26/2  66/16 92/5 107/7  <b>third-party [2]</b> 9/7  26/2  <b>thirds [2]</b> 65/25  92/16</p>	<p><b>this 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<b>throw [1]</b> 17/3  <b>thrust [1]</b> 19/3</p>	<p><b>thus [1]</b> 144/3  <b>ticket [3]</b> 104/12  104/17 104/21  <b>tickets [2]</b> 104/14  107/5  <b>tie [1]</b> 96/8  <b>time [62]</b> 6/9 9/13  9/15 9/18 11/1 11/8  15/1 15/3 16/16  17/21 25/8 26/16  35/7 36/11 38/21  39/20 40/14 40/19  46/11 52/9 62/1  71/2 74/3 75/24  76/24 79/17 79/18  83/9 84/5 84/17  85/14 90/8 90/14  94/16 95/18 101/1  102/7 104/14  107/21 107/21  114/12 117/16  119/5 119/8 119/24  120/10 122/1 125/6  127/21 134/3 134/4  135/13 140/17  143/21 144/21  145/14 146/12  146/13 146/21  147/7 149/11 152/7  <b>times [5]</b> 36/17  103/13 112/1 132/7  145/16  <b>TIMOTHY [1]</b> 1/18  <b>title [1]</b> 137/9  <b>titled [2]</b> 77/1  135/14  <b>today [27]</b> 4/16  4/25 6/4 9/9 9/14  18/11 20/21 25/12  25/23 29/16 36/19  37/19 37/25 38/20  39/25 41/8 41/10  41/20 42/1 46/12  47/23 58/1 65/11  65/15 120/10  131/21 145/25  <b>today's [1]</b> 117/5  <b>together [3]</b> 64/1  96/9 124/18  <b>told [18]</b> 25/20  25/24 26/20 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(28) they're... - turn

<p><b>T</b></p> <p><b>Twelve [1]</b> 28/4 <b>two [35]</b> 6/9 12/15 13/6 13/7 13/8 14/6 14/23 15/13 18/16 18/21 31/15 39/9 39/11 65/25 67/19 67/19 67/19 74/11 74/14 80/23 92/16 98/2 103/14 112/1 120/12 120/22 121/13 124/22 140/25 142/20 144/2 145/1 145/24 146/15 146/18 <b>two-thirds [2]</b> 65/25 92/16 <b>type [2]</b> 9/2 31/22 <b>types [5]</b> 16/20 18/13 33/4 34/6 42/19 <b>TYPEWRITING [1]</b> 152/8 <b>typically [1]</b> 107/14 <b>typo [1]</b> 141/4</p>	<p>4/22 5/20 6/8 7/1 7/24 9/11 10/7 10/16 10/23 12/21 13/6 13/13 14/17 15/9 18/2 18/25 20/9 21/20 22/16 22/23 25/22 27/8 27/24 28/13 33/3 47/5 47/6 48/19 50/18 52/14 54/11 62/18 66/19 69/24 72/16 75/8 101/3 132/6 <b>understanding [6]</b> 5/15 27/4 34/9 57/21 58/18 59/6 <b>understood [1]</b> 49/18 <b>unfair [3]</b> 125/6 146/11 146/18 <b>unfortunately [1]</b> 37/5 <b>United [1]</b> 69/24 <b>University [2]</b> 76/10 76/12 <b>unless [1]</b> 125/17 <b>unlike [2]</b> 14/4 33/8 <b>unmute [1]</b> 5/4 <b>until [6]</b> 8/2 14/23 37/24 69/23 134/4 146/20 <b>up [41]</b> 6/24 8/24 9/20 10/6 12/17 14/23 16/8 17/2 21/4 21/16 21/24 23/8 23/12 23/15 26/13 51/12 59/9 61/17 64/7 65/1 65/22 73/15 73/16 81/18 83/1 83/6 84/5 85/9 97/8 109/16 128/15 131/8 140/14 144/22 145/12 146/12 146/25 147/1 147/17 148/23 149/1 <b>up-front [1]</b> 73/15 <b>upcoming [1]</b> 69/5 <b>update [6]</b> 38/17 128/11 129/7 129/9 129/12 130/9 <b>updated [2]</b> 54/6 121/25 <b>updates [1]</b> 37/12 <b>upon [1]</b> 33/9 <b>upper [1]</b> 37/2</p>	<p><b>UPS [1]</b> 139/6 <b>Upwork [4]</b> 77/1 77/3 77/4 77/9 <b>Upwork/E lance [1]</b> 77/4 <b>us [37]</b> 8/9 24/11 26/14 59/7 59/17 64/1 72/4 72/10 72/18 72/19 73/20 74/1 74/23 75/15 75/17 79/9 79/9 80/23 90/2 91/21 97/10 99/1 102/24 105/1 105/10 105/25 106/24 107/5 107/15 111/16 112/8 112/24 119/9 126/14 128/17 142/6 146/11 <b>USA [1]</b> 64/25 <b>USC [1]</b> 24/9 <b>USCIS [7]</b> 25/25 41/4 41/6 41/10 41/17 41/22 64/14 <b>use [6]</b> 27/14 104/21 125/6 131/22 132/16 133/12 <b>used [7]</b> 32/10 46/16 77/10 85/8 131/10 135/24 139/12 <b>USSR [1]</b> 68/21 <b>Utah [3]</b> 87/7 87/11 87/13</p>	<p><b>versus [2]</b> 84/2 108/23 <b>very [37]</b> 11/9 11/15 12/6 13/23 15/3 15/15 15/16 18/20 22/7 24/10 26/4 26/5 30/2 31/1 33/2 33/2 35/3 37/1 47/4 48/23 49/6 59/9 70/18 71/22 72/11 72/14 76/9 76/13 76/13 77/8 80/16 81/15 97/23 98/24 143/18 147/15 148/15 <b>vetted [1]</b> 34/5 <b>via [2]</b> 2/15 4/17 <b>VICE [1]</b> 2/12 <b>video [4]</b> 67/17 67/24 68/10 68/11 <b>view [1]</b> 16/9 <b>Village [6]</b> 82/23 83/1 83/6 83/8 83/13 85/10 <b>visit [3]</b> 83/7 93/3 103/4 <b>visiting [5]</b> 79/10 82/25 83/2 83/20 103/21 <b>voir [1]</b> 10/2 <b>Volume [7]</b> 28/17 52/20 123/14 130/1 130/2 130/3 130/6 <b>Volume I [4]</b> 28/17 130/2 130/3 130/6 <b>Volume II [2]</b> 52/20 130/1 <b>Volume III [1]</b> 123/14</p>	<p>37/9 51/12 100/10 142/3 <b>wants [1]</b> 144/13 <b>was [237]</b> <b>Washington [2]</b> 84/12 84/17 <b>wasn't [4]</b> 10/13 73/12 125/14 139/1 <b>Watermark [1]</b> 79/19 <b>way [26]</b> 6/18 8/19 11/2 18/2 22/16 33/6 35/8 35/10 43/14 43/15 45/4 47/22 65/25 71/22 87/14 92/16 97/15 106/17 107/7 116/23 132/8 136/15 137/11 140/7 140/8 150/19 <b>ways [5]</b> 47/12 47/14 47/25 48/22 82/10 <b>we [248]</b> <b>we'd [4]</b> 26/14 63/25 122/1 150/20 <b>we'll [18]</b> 6/4 6/5 8/17 15/6 16/22 19/14 23/12 34/11 52/11 59/13 64/10 96/22 98/19 98/23 112/7 117/24 129/4 141/1 <b>we're [44]</b> 6/2 6/23 8/6 10/6 12/14 16/23 19/14 22/17 39/4 45/19 47/19 47/22 48/4 48/6 66/11 80/24 81/17 88/25 98/10 99/1 100/18 101/7 102/13 108/7 110/13 110/16 112/18 116/2 124/21 125/8 128/20 128/21 132/13 140/17 141/13 143/3 145/5 147/11 149/15 149/17 149/23 150/3 150/14 150/17 <b>we've [10]</b> 20/16 48/6 72/23 96/24 110/5 134/24 144/17 144/18 145/16 149/24 <b>wealthy [5]</b> 29/21</p>
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(29) Twelve - wealthy



<p><b>W</b>  <b>wealthy... [4]</b> 30/2  72/11 72/14 72/19  <b>website [7]</b> 82/15  142/9 142/16  142/19 142/24  143/5 143/9  <b>Wednesday [8]</b>  7/22 8/2 8/9 8/11  42/7 42/13 43/20  116/15  <b>week [15]</b> 8/9 8/11  14/23 15/20 15/21  15/24 18/16 42/8  99/6 120/5 149/6  149/6 149/7 149/12  149/17  <b>weeks [6]</b> 12/15  14/7 16/5 17/10  17/13 149/1  <b>weighing [1]</b>  33/24  <b>Weillin [2]</b> 75/24  76/3  <b>well [37]</b> 6/3 7/23  9/16 32/17 35/3  35/6 36/8 37/2 39/1  43/18 62/16 63/23  64/20 67/22 69/9  70/16 73/14 78/1  80/10 84/16 85/13  89/6 109/8 110/5  115/5 115/21  134/17 135/12  136/5 138/17 140/6  142/23 144/9 145/4  145/6 148/14 149/2  <b>well-connected [1]</b>  35/3  <b>well-established [1]</b> 35/6  <b>Wells [2]</b> 85/15  98/3  <b>went [10]</b> 7/13  45/17 75/9 75/12  75/17 75/18 80/19  80/22 84/6 106/10  <b>were [115]</b> 7/14  12/4 12/13 15/18  17/9 17/10 17/12  20/11 23/4 24/9  26/2 28/2 28/16  29/22 32/12 35/18  36/5 37/3 37/5 37/7  39/21 40/1 40/2  40/23 42/25 44/18  46/5 46/16 48/16 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(30) wealthy... - world

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(31) world's - Zito

1 CASE NO. A-18-781084-B

2 DOCKET U

3 DEPT. XVI

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DISTRICT COURT

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CLARK COUNTY, NEVADA

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\* \* \* \* \*

9 FRONT SIGHT MANAGEMENT LLC, )

10 Plaintiff, )

11 vs. )

12 LAS VEGAS DEVELOPMENT FUND LLC, )

13 Defendant. )

14

15

REPORTER'S TRANSCRIPT  
OF

16

PRELIMINARY INJUNCTION

17

18

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

19

DISTRICT COURT JUDGE

20

21

DATED TUESDAY, JULY 23, 2019

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

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Peggy Isom, CCR 541, RMR

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\* \* \* \* \*

Peggy Isom, CCR 541, RMR

1 LAS VEGAS, NEVADA; TUESDAY, JULY 23, 2019

2 10:51 A..M.

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

4 \* \* \* \* \*

5

6 THE COURT: Okay. Good morning.

7 IN UNISON: Good morning, your Honor.

8 THE COURT: All right. I don't think we need  
9 court call again.

10:51:18 10 THE COURT CLERK: She scheduled it.

11 THE COURT: Did she schedule it again?

12 MR. GREER: Yes.

13 THE COURT: Okay. We'll call her.

14 MR. GREER: It will make her feel better.

10:51:25 15 THE COURT: If I'd have known that -- I  
16 thought we took care of it yesterday. But...

17 MR. ALDRICH: Actually, I think your Honor  
18 said something at the end. It certainly led me to  
19 believe that she was going to appear again, and I think  
10:51:34 20 it probably made her believe she just needed to jump on  
21 the phone --

22 THE COURT: Okay. I don't want her to --

23 MR. ALDRICH: Either way.

24 THE COURT: If I'd had known she was on the  
10:51:42 25 line, I would have -- so now she's been sitting on the

Peggy Isom, CCR 541, RMR

10:51:45 1 line for about 20 minutes.

2 COURT CALL MODERATOR: Good morning. My name  
3 is Marina, and I'll be the moderator assisting you  
4 today.

10:52:08 5 THE COURT: Good morning, ma'am.

6 COURT CALL MODERATOR: Good morning. We do  
7 have Ms. Holbert on the line. Would you like me to go  
8 ahead and bring her live?

9 THE COURT: Yes, you can.

10:52:17 10 COURT CALL MODERATOR: Thank you. One moment.  
11 The party's line is now live.

12 THE COURT: Ms. Holbert, good morning.

13 MR. ALDRICH: Hello. Hello. Good morning,  
14 your Honor. How are you?

10:52:30 15 THE COURT: Good. You know what, I never  
16 intended that you had to call in today. You've made  
17 your --

18 MS. HOLBERT: Oh. No -- no problem. I'm  
19 sorry I'm not there in person.

10:52:40 20 THE COURT: I understand. But anyway, we're  
21 going to continue with today's hearing, and as far as  
22 the requirements are concerned under the rules, they've  
23 been fulfilled, ma'am.

24 MS. HOLBERT: Thank you, your Honor.

10:52:54 25 Appreciate it. Have a great day. Thank you.

Peggy Isom, CCR 541, RMR



10:52:57 1 THE COURT: Okay. You too.

2 MS. HOLBERT: Thank you. Bye-bye.

3 THE COURT: I wish I was in Hawaii.

4 MR. ALDRICH: She's in trial, though. She's

10:53:09 5 not in Hawaii.

6 THE COURT: I know. I'd stay an extra three

7 or four days if I was there, I know that, or more.

8 But -- all right. We will continue on, right?

9 MR. ALDRICH: Yes, your Honor.

10:53:25 10 THE COURT: Okay.

11 MR. ALDRICH: Did you want us to place

12 appearances?

13 THE COURT: Yes, thank you.

14 MR. ALDRICH: Okay. John Aldrich on behalf of

10:53:29 15 the plaintiff.

16 MR. GREER: Good morning, your Honor. Keith

17 Greer on behalf of the defendant LVD Fund, here with

18 Robert Dziubla.

19 THE COURT: All right. So --

10:53:39 20 MR. ALDRICH: So the next witness we intend to

21 call is Ms. Stanwood, and it's my understanding that

22 she was subpoenaed to be here, but we agreed to do that

23 by video. Defendants asked if we would make that

24 concession, and we did.

10:53:56 25 MR. GREER: Yes.

Peggy Isom, CCR 541, RMR

10:53:57 1 MR. ALDRICH: And so...

2 MR. GREER: She's standing ready on Skype.

3 THE COURT: Okay.

4 MR. GREER: So how do we do --

10:54:02 5 THE COURT: Are we fine with that?

6 THE MARSHAL: I don't believe we're aware of

7 it.

8 THE COURT: Okay. Let's -- can we go to it?

9 THE COURT CLERK: It wasn't scheduled. We

10:54:12 10 didn't prepare it.

11 THE COURT: Okay. How long does it take you

12 to do that?

13 THE COURT CLERK: Not long.

14 THE COURT: Do we need technology to come up

10:54:19 15 and help us?

16 THE COURT CLERK: Possibly not. I'm thinking

17 if we give them 30 minutes, it should happen.

18 THE COURT: How do we --

19 MR. ALDRICH: Actually, both the witnesses

10:54:29 20 today we'd agreed to do by -- to not -- plaintiff had

21 agreed not to make them come here, but to talk to

22 them --

23 THE COURT: I understand --

24 MR. ALDRICH: -- by video.

10:54:37 25 THE COURT: And that's fine. The real big

Peggy Isom, CCR 541, RMR

10:54:39 1 issue is this -- and understand when it comes to this  
2 area, I'm technically challenged. That's the best way  
3 I can say that.

4 And we'll do our best to get them on live  
10:54:50 5 teleconferencing ASAP. I know there's a protocol we  
6 have to go through. Is that correct?

7 THE COURT CLERK: That's correct.

8 THE COURT: So who do we need to call and how  
9 do we --

10:55:03 10 MR. GREER: Yeah.

11 THE COURT CLERK: On their end, they're  
12 obviously in front of a computer. They would use a  
13 link that you can send to them, and this tests their  
14 equipment. Once it's been tested, we can connect with  
10:55:18 15 them, they can connect with us. We'll do it the same  
16 way for both. And --

17 THE MARSHAL: We're talking about BlueJeans;  
18 is that right?

19 THE COURT CLERK: We're talking about  
10:55:30 20 BlueJeans, yes. And once they have successfully  
21 tested, on our machine we'll send them an invitation  
22 link. So on that same computer they'll put that link  
23 and be able to access then the virtual meeting room,  
24 where we'll be able to patch them in to the cameras.

10:55:45 25 MR. GREER: Your Honor, do we need to be on

Peggy Isom, CCR 541, RMR

10:55:46 1 the record for this?

2 THE COURT: No, we don't.

3 (Off-the-record discussion.)

4 THE COURT: We need to put this on the record?

10:56:04 5 MR. GREER: This is on the record, please. We  
6 have -- I've been advised that Mr. Piazza is not  
7 available today. He's ill, right?

8 MR. ALDRICH: Yeah. I had received a text  
9 message over the weekend with his flight plans. I  
10:56:19 10 think it would have put him here about 11:00 o'clock.  
11 I received a text this morning at 5:43 that indicated  
12 that he's ill today, not able to travel, and gave me  
13 his availability, because we had talked about that  
14 yesterday.

10:56:38 15 MR. GREER: And he's not -- he's not available  
16 until after August 22.

17 THE COURT: Okay.

18 MR. ALDRICH: That's what he told me in the  
19 text.

10:56:45 20 MR. GREER: So with this new set of facts, we  
21 have no rush to get through our process this morning.  
22 So we can have the video testing, we get the link,  
23 we'll get our two witnesses tested and get that on  
24 track. Estimated testimony time is not long, I think.

10:57:02 25 MR. ALDRICH: For Ms. Stanwood, definitely not

Peggy Isom, CCR 541, RMR

10:57:04 1 very long.

2 MR. GREER: Like 10, 15 minutes?

3 MR. ALDRICH: No, but I would say not more  
4 than --

10:57:10 5 THE COURT: We'll have her done before lunch.

6 MR. ALDRICH: That's my plan.

7 MR. GREER: Okay. And then so if we're going  
8 to set them up, then that would be Mr. Fleming, then  
9 after --

10:57:19 10 MR. ALDRICH: In the afternoon --

11 MR. GREER: After lunch in the 1:30 session.  
12 I'll have him clear his schedule so we make that  
13 happen. So either way, we're done early today, and  
14 we'll have time to talk about scheduling, where we're  
10:57:29 15 going to go forward with this.

16 THE COURT: Because like I indicated before,  
17 my calendar really opened up, so we can definitely  
18 accommodate you.

19 MR. GREER: Unfortunately, the next witness is  
10:57:37 20 going to be Ignatius Piazza. He's let us know he's not  
21 available until the 22nd.

22 THE COURT: We can accommodate him. We'll  
23 make it happen.

24 MR. GREER: All right.

10:57:47 25 THE COURT: Okay. Let's go ahead do what you

Peggy Isom, CCR 541, RMR

10:57:47 1 have to do. He's going to take care of this for you  
2 from a technical perspective, and when you're ready,  
3 just call me.

4 -o0o-  
(Recess)  
5 -o0o-

6 THE COURT: All right.

7 MR. GREER: I guess some housekeeping just to  
8 take care of first. This is on the record, yeah.

9 THE COURT: Yes.

11:51:13 10 MR. GREER: In light of scheduling,  
11 Mr. Fleming was available this morning. We provided  
12 reasons we weren't going to do that. We're going to  
13 stipulate to pushing his testimony off to the next time  
14 we get together, and then today we'll just handle  
11:51:28 15 Ms. Fleming -- or excuse me, Ms. Stanwood --

16 THE COURT: And that's fine.

17 MR. GREER: -- on the video.

18 THE COURT: That's fine.

19 MR. GREER: We do have some other housekeeping  
11:51:34 20 to take care of. Do you want to do it after the  
21 witness or before -- it's moving the dates.

22 THE COURT: Yeah.

23 MR. GREER: Right now, the motions to dismiss  
24 need to be consolidated.

11:51:43 25 THE COURT: What we'll do, we'll do that after

Peggy Isom, CCR 541, RMR

11:51:44 1 the testimony.

2 MR. GREER: Okay.

3 THE COURT: We'll put it at a time that's

4 convenient for everyone.

11:51:48 5 MR. GREER: Thank you, your Honor.

6 THE COURT: You ready, Chris?

7 THE COURT CLERK: For the oath, your Honor,

8 yes.

9 THE COURT: We don't see it.

11:52:03 10 THE COURT CLERK: Ms. Stanwood?

11 THE WITNESS: Yes.

12 THE COURT CLERK: There she is.

13 THE MARSHAL: CJ --

14 THE COURT: Do you see her on the computer?

11:52:13 15 MR. ALDRICH: No.

16 THE COURT CLERK: Ms. Stanwood --

17 Ms. Stanwood, would you read something for us?

18 THE WITNESS: I can hear you. What would you

19 like me to read?

11:52:26 20 THE COURT CLERK: Can you read something from

21 a printed page, just anything. It's just to show that

22 the camera will maintain its focus on you.

23 MR. GREER: 501(3)(c) nonprofit arm --

24 THE COURT CLERK: Is that good?

11:52:42 25 THE COURT: That's fine.

Peggy Isom, CCR 541, RMR

11:52:44 1 THE WITNESS: Is that enough?  
2 MR. GREER: We still don't see her on our  
3 screens.  
4 THE COURT CLERK: Ms. Stanwood, can you read  
11:52:56 5 that document you were reading again.  
6 THE WITNESS: Sure. Organization: Rescuing  
7 homeless dogs and healing homeless veterans. 100  
8 percent veteran owned and operated.  
9 MR. ALDRICH: So the next question I have is  
11:54:29 10 where is the best place for me to stand? Do I need to  
11 stay here? Should I be at the podium? Will she be  
12 able to see me if I'm at the podium?  
13 THE COURT: That, I don't know.  
14 MR. GREER: All she sees is that little corner  
11:54:40 15 there.  
16 MR. ALDRICH: Right. I'm afraid if I go up  
17 here, then she can't see me. I don't think she can.  
18 So I'll stay back --  
19 THE WITNESS: I can see you there.  
11:54:48 20 MR. ALDRICH: Oh, you can?  
21 THE WITNESS: Yes.  
22 MR. ALDRICH: When I'm up at the podium?  
23 THE WITNESS: Just further away. I can see  
24 you there; you just appear to be further away.  
11:54:58 25 THE COURT CLERK: It's zoomed in at your desk.

Peggy Isom, CCR 541, RMR



11:55:00 1 MR. ALDRICH: Okay. I'll stay here.

2 THE MARSHAL: So it picks up from wherever the

3 microphone is that is closest to you. When you're

4 standing at the podium, I believe it picks up at the

11:55:10 5 far wall.

6 MR. ALDRICH: So --

7 THE COURT: Okay. Okay. Let's go ahead and

8 get her sworn in.

9 THE COURT CLERK: I believe, because of the

11:55:35 10 remote nature of this, you'd agree --

11 MR. GREER: We stipulate to the oath being

12 taken here in the courtroom.

13 MR. ALDRICH: Correct.

14 THE COURT: All right.

11:55:45 15 THE COURT CLERK: Okay, Ms. Stanwood, if you

16 would, please raise your right hand while I administer

17 an oath to you. Thank you.

18 Whereupon,

19 LINDA STANWOOD,

11:55:50 20 having been first duly sworn to testify to the truth,

21 the whole truth and nothing but the truth, was examined

22 and testified as follows:

23 THE COURT CLERK: Thank you. Would you state

24 your full name, spelling your first and last name for

11:56:04 25 the record, please.

Peggy Isom, CCR 541, RMR

11:56:06 1 THE WITNESS: Linda K. Stanwood.  
2 L-I-N-D-A. S-T-A-N-W-O-O-D.  
3 DIRECT EXAMINATION  
4 BY MR. ALDRICH:  
11:56:21 5 Q. Hello, Ms. Stanwood. My name is John Aldrich.  
6 I represent Front Sight, and we appreciate you being  
7 available today.  
8 Would you please tell us what your educational  
9 background is.  
11:56:39 10 A. I have a bachelor's degree in literature and  
11 philosophy.  
12 I have a juris doctor degree.  
13 Q. And where did you receive your bachelor's  
14 degree?  
11:56:59 15 A. Rosary College in River Forest, Illinois. I  
16 believe it's currently known as Dominican University.  
17 Q. And where did you receive your law degree?  
18 A. Northwestern.  
19 Q. And are you currently employed?  
11:57:21 20 A. No.  
21 Q. When is the last time you were employed?  
22 A. 2010.  
23 Q. And how were you employed in 2010?  
24 A. I was an attorney at Pillsbury Winthrop Shaw  
11:57:35 25 Pittman.

Peggy Isom, CCR 541, RMR

11:57:42 1 Q. And how long were you an attorney at  
2 Pillsbury?

3 A. Six years.

4 Q. And how long did you practice law overall?

11:57:58 5 A. I would estimate over 20 years.

6 Q. What were the areas of practice while you were  
7 practicing?

8 A. I have been -- I have practiced in the  
9 litigation area. I have practiced in real estate  
10 finance, development, and construction.

11:58:21 10  
11 Q. And do you have any experience in EB5  
12 fundraising?

13 A. No.

14 Q. Do you know what the EB5 program is?

11:58:52 15 A. Yes.

16 Q. What do you know about it?

17 MR. GREER: Calls for a narrative, your Honor.

18 THE COURT: I'll overrule. Just -- she can  
19 tell what she knows.

11:59:06 20 THE WITNESS: The EB5 financing program is a  
21 program set up with the US government for financing  
22 projects in areas where there is economic distress of  
23 some sort. The program allows people from foreign  
24 countries to invest in projects that create a certain  
11:59:34 25 amount of job --

Peggy Isom, CCR 541, RMR

11:59:41 1 MR. ALDRICH: We lost audio.

2 MR. GREER: Can you hear us, Linda?

3 THE WITNESS: People that are applying for the  
4 green cards have to meet the normal --

12:00:09 5 MR. ALDRICH: Ma'am, I'm sorry. Ms. Stanwood,  
6 we lost you, and we all could see you, you were  
7 talking, and we couldn't hear you. So I'll ask you to  
8 back up, if you would. You were -- I think we lost you  
9 about the time you were saying that it's in distressed  
12:00:29 10 areas and about job creation.

11 THE WITNESS: All right. In order -- it  
12 allows people from foreign countries to get green  
13 cards, provided that a certain number of jobs are  
14 created to meet the EB5 requirements in these  
12:00:47 15 distressed areas.

16 The people involved have to meet the normal  
17 immigration requirements. In other words, they can't  
18 be criminals. They can't be otherwise excludable.

19 But assuming they meet these requirements and  
12:01:04 20 the project meets the requirements -- and I'm being  
21 very general here, obviously -- then it allows people  
22 to receive green cards in return for an investment in  
23 the projects. There's a lot more to it, but that's a  
24 very general overview.

25 \\

Peggy Isom, CCR 541, RMR

12:01:20 1 BY MR. ALDRICH:

2 Q. And it's my understanding that you're  
3 currently senior vice president for -- strike that.  
4 Ask it differently.

12:01:31 5 Are you currently senior vice president for  
6 any entities?

7 A. Yes.

8 Q. Okay. What entities are you senior vice  
9 president for?

12:01:45 10 A. Honestly, I would have to look up the names.  
11 There is several entities involved in my husband's  
12 business. I'm senior vice president of one of them.

13 Q. Okay. Are you senior vice president for Las  
14 Vegas Development Fund?

12:02:03 15 A. That sounds correct; although, like I said, to  
16 be entirely sure, I'd have to look it up.

17 Q. Okay. Just so that you know, Las Vegas  
18 Development Fund is the lender in this litigation.  
19 Does that help you any?

12:02:17 20 A. Yes.

21 Q. Okay. Does that make you believe that you're  
22 senior vice president for Las Vegas Development Fund?

23 A. Yes.

12:02:29 24 Q. Another one of the defendant entities in this  
25 matter is EB5 Impact Capital Regional Center, LLC. Are

Peggy Isom, CCR 541, RMR

12:02:36 1 you senior vice president of that entity?

2 A. I don't believe so, but I'm not sure. All of  
3 this was for the purposes of estate planning, and I  
4 haven't looked at any of this in quite some time.

12:03:05 5 Q. All right. And then there's another entity  
6 that is called EB5 Impact Advisors, LLC, which has been  
7 dissolved. Were you senior vice president of that  
8 entity?

9 A. I don't believe so.

12:03:37 10 Q. And it's my understanding that you are married  
11 to Robert Dziubla; is that correct?

12 A. That's correct.

13 Q. And do you know John Fleming?

14 A. Yes.

12:03:56 15 Q. Okay. And how do you know John Fleming?

16 A. I've met him on several social occasions.

17 Q. Do you personally have any knowledge of  
18 Mr. Fleming's experience in EB5 lending or raising of  
19 money?

12:04:28 20 A. Not personally.

21 Q. And do you currently work with Mr. Fleming in  
22 any capacity?

23 A. No.

12:05:17 24 Q. All right. There was some testimony yesterday  
25 when I was asking Mr. Dziubla questions about how EB5

Peggy Isom, CCR 541, RMR

12:05:24 1 Impact Capital Regional Center, which we refer to as  
2 the regional center, was capitalized. Do you have any  
3 knowledge of how that regional center was capitalized?

4 A. No.

12:05:43 5 Q. And do you have any knowledge whether  
6 Mr. Dziubla capitalized that with his own funds?

7 A. I don't have any knowledge about that.

8 Q. Have you had any involvement whatsoever with  
9 EB5 Impact Advisors, which is the marketing entity  
10 that's a defendant in this case?

11 A. No.

12 Q. Okay. Did you engage in any marketing of the  
13 Front Sight project on behalf of any of the defendant  
14 entities in this case?

12:06:35 15 A. No.

16 Q. Have you ever received any form of  
17 compensation from Las Vegas Development Fund?

18 A. No.

19 Q. Have you ever received any form of  
12:07:14 20 compensation from EB5 Impact Advisors, which is the  
21 marketing entity?

22 A. No.

23 Q. And have you ever received any compensation  
24 from the regional center?

12:07:30 25 A. No.

Peggy Isom, CCR 541, RMR

12:07:40 1 Q. All right. We're going to show you an  
2 exhibit. On the screen, I think you'll probably lose  
3 seeing us, but we're going to go to Exhibit 1, which is  
4 an email. So let me know if you can see that.

12:08:15 5 Ms. Stanwood, can you see that email?

6 A. Parts of it, yes.

7 Q. Okay.

8 A. I can see the whole thing -- what appears to  
9 be the whole thing.

12:08:27 10 Q. Okay. That's great. All right. This is an  
11 email that's already been admitted as an exhibit. I  
12 want to give you a chance to just read over that and  
13 familiarize yourself with it. And let me know when  
14 you've been able to do that, please.

12:08:52 15 A. I've read it.

16 Q. Do you remember being copied on this email  
17 back in May of 2018?

18 A. I don't particularly remember it, no.

19 Q. Okay. Do you see on the copy line that it  
12:09:10 20 appears your email address is there?

21 A. Yes. I see that.

22 Q. Okay. Is that an email address that you used?

23 A. Yes.

24 Q. All right. If I could draw your attention to  
12:09:30 25 the last full paragraph right above "thanks." And it

Peggy Isom, CCR 541, RMR



12:09:35 1 starts out "in the meantime." Do you see that?

2 A. I do.

3 Q. Okay. And it says, "In the meantime, I am

4 pleased to say that Linda Stanwood (included on this

12:09:49 5 email) has joined our company as senior vice

6 president."

7 Did I read that correctly?

8 A. Yes.

9 Q. Okay. When did you join the company as senior

12:10:05 10 vice president?

11 A. It was sometime around May of 2018.

12 Q. All right. And then it goes on and says, "I

13 have copied her on this email. Linda has been working

14 informally with us for several years and is quite

12:10:39 15 familiar with the EB5 business."

16 Did I read that correctly?

17 A. Yes.

18 Q. Okay. What does "working informally with us"

19 mean to you?

12:11:01 20 A. I assume that who wrote the email was speaking

21 of the fact that we had had -- he and I had had

22 discussions about his EB5 business on a very informal

23 basis over the years.

24 Q. And what work had you performed over the

12:11:29 25 course of several years?

Peggy Isom, CCR 541, RMR

12:11:37 1 A. I had informal discussions with Bob about the  
2 EB5 projects he was working on.

3 Q. Anything else besides that?

4 A. It's possible, although I don't have specific  
12:12:01 5 recollections of any specific documents, that he may  
6 have asked me to read over a document and give him my  
7 thoughts on questions he had about the document. He  
8 occasionally does that. As I said, I don't recall any  
9 specific documents, but it's possible we -- I had done  
12:12:26 10 some of that with his EB5 business.

11 Q. Okay. Okay. And then moving to the next  
12 sentence in that email, "She has been working with us  
13 on a formal and full-time basis since January 1 after  
14 John's decision to go pursue other business  
12:12:52 15 opportunities." Did I read that correctly?

16 A. Yes.

17 Q. All right. What -- well, strike that.

18 Is there some sort of documentation or  
19 something that shows that you began working formally  
12:13:05 20 for the company as of January 1, 2018?

21 A. I don't know.

22 Q. And then it says full-time. How many hours a  
23 week were you working in the first five months of 2018  
24 on behalf of the company?

12:13:33 25 A. I don't know. I was not asked to keep track

Peggy Isom, CCR 541, RMR

12:13:35 1 of hours.

2 Q. Can you give me your best estimate of how many  
3 hours a week you were working?

4 MR. GREER: Which time period?

12:13:50 5 MR. ALDRICH: From January 1st of 2018 to the  
6 date of this email.

7 MR. GREER: Prior to this email? Okay.

8 THE WITNESS: I don't recall.

9 BY MR. ALDRICH:

12:14:02 10 Q. Did you do any work on behalf of the company  
11 in that time frame?

12 A. As I said, I had informal discussions with my  
13 husband, Bob, about things that he was doing at his EB5  
14 business.

12:14:22 15 And it is possible on occasion that he may  
16 have asked me to review some documents that he had  
17 drafted or some documents that he had received. He did  
18 occasionally ask me to do that. I don't recall any  
19 specific document.

12:14:37 20 Q. Okay. Was there any work that you did  
21 formally on behalf of the company besides this informal  
22 discussion and possible review of documents?

23 A. I'm not sure what you mean by "formal."

24 MR. GREER: Objection. Vague and ambiguous.

12:15:03 25 MR. ALDRICH: A little late.

Peggy Isom, CCR 541, RMR

12:15:05 1 THE COURT: You can go ahead and explain what  
2 you mean by "formal."

3 MR. ALDRICH: Sure.

4 BY MR. ALDRICH:

12:15:10 5 Q. Did you attend any meetings on behalf of the  
6 company?

7 A. No.

8 Q. Did you participate in any conference calls on  
9 behalf of the company?

12:15:23 10 A. I don't think so.

11 Q. Did you draft any emails on behalf of the  
12 company?

13 A. Again, I don't think so.

14 Q. Did you take any trips on behalf of the  
12:15:41 15 company?

16 A. No.

17 Q. So in the time frame from January 1 to May 12  
18 of 2018, did you do anything besides have informal  
19 discussions and possibly informally review some  
12:15:58 20 documents?

21 A. Not that I recall.

22 Q. This email references that you've become the  
23 senior vice president of the company. Do you know  
24 which company you were senior vice president of?

12:16:26 25 A. Again, I'm not sure I would get it right if I

Peggy Isom, CCR 541, RMR

12:16:29 1 gave you the name.

2 Q. Going back to the email where it says, "Linda  
3 has been working informally with us for several years,"  
4 do you know who "us" is referred there?

12:17:22 5 A. I assume that it's the companies that my  
6 husband uses to do his EB5 business.

7 Q. All right. And then continuing in that  
8 sentence, it mentions that you are quite familiar with  
9 the EB5 business. How did you gain familiarity with  
10 EB5 business?

11 A. Through these informal discussions with my  
12 husband and through possibly looking at some of the  
13 documentation that he was using in the business.

12:18:45 14 Q. Are you aware that a notice of default has  
15 been filed on behalf of Las Vegas Development Fund for  
16 the Front Sight project?

17 A. Yes. I'm aware of that.

18 Q. Did you have any role in the decision to file  
19 the notice of default?

12:19:04 20 A. No.

21 Q. And as the senior vice president of the lender  
22 and maybe the regional center, do you have a plan for  
23 what happens as the company moves forward?

24 MR. GREER: Vague and ambiguous.

12:19:35 25 THE COURT: Anything you want to add to that,

Peggy Isom, CCR 541, RMR

12:19:36 1 Mr. Aldrich?

2 MR. ALDRICH: No.

3 THE COURT: I'll sustain.

4 BY MR. ALDRICH:

12:19:46 5 Q. As the senior vice president of Las Vegas  
6 Development Fund and possibly the regional center, do  
7 you have a strategy for how the company will proceed in  
8 the event it's successful in foreclosing?

9 A. No.

12:21:00 10 Q. Ms. Stanwood, can you still hear me?

11 A. I can.

12 Q. Okay. We can't see you, but I'll just keep  
13 asking questions. I'm going to go back to Exhibit 1A.

14 All right. Actually, let's go ahead and --  
12:21:20 15 now that we did all that, let's go to Exhibit 20.

16 Ms. Stanwood, can you see this document?

17 A. Part of it, yes.

18 Q. All right. So let me know if you have any  
19 difficulty seeing it. What I will ask -- so my  
12:21:54 20 assistant Traci is moving it around, so just let us  
21 know if -- if you're not sure what I'm asking or want  
22 to see something on it.

23 What I would like to do -- this is an -- it's  
24 been admitted already. It's a letter from Las Vegas  
12:22:09 25 Development Fund to Front Sight. You're copied on it.

Peggy Isom, CCR 541, RMR

12:22:14 1 We'll show that to you real quick.

2 The bottom of the fifth page of the document.

3 Can you see that you're copied there?

4 A. Yes.

12:22:31 5 Q. Okay. And so Traci can move back to the top

6 and let you take a look at the first page. I want to

7 give you a chance to look at however much of this you

8 want before I ask you a couple of questions about it.

9 A. All right.

12:22:45 10 Q. Can you see that?

11 A. Yes.

12 Q. Okay. Because we can't actually even see what

13 you can see, so let me know if there's a problem. If

14 you would -- feel free to read however much of that you

12:22:58 15 want, and I'll give you a heads-up on what my question

16 is.

17 My question is, do you remember seeing this

18 document? There's two questions. And did you have any

19 involvement in its preparation?

12:23:17 20 A. All right. I've looked at the first page.

21 Q. Okay. Can you move to the second page.

22 A. I've looked at the first half of the second

23 page.

24 I've looked at the second half.

12:24:28 25 Q. Okay. Let me -- I'm going to ask you a

Peggy Isom, CCR 541, RMR

12:24:31 1 question. If you want to see the rest, don't feel like  
2 I'm pushing you not to, but having looked at the first  
3 couple of pages, do you recognize the document?

4 A. No.

12:24:41 5 Q. Okay. And did you have any involvement in the  
6 drafting of the document?

7 A. I don't recall having any involvement in the  
8 drafting of the document, no.

9 Q. And this is an alleged notice of default.

12:25:10 10 Were you aware that that was going to be sent out?

11 A. I was aware that there was a notice of default  
12 sent to the borrower. I don't know that I was aware  
13 that this particular letter was going to be sent out  
14 before it was sent out, no.

12:25:33 15 Q. Okay. All right. And do you have any  
16 personal knowledge related to what's alleged in that  
17 letter?

18 A. Well, I haven't reviewed the whole letter, but  
19 so far, I don't have any personal knowledge --

12:25:54 20 Q. Okay.

21 A. -- of anything that I have seen.

22 Q. Okay. Then I'm going to go ahead -- I want to  
23 let you look at the rest of the letter. I was just  
24 trying to short-circuit, but I realize my question

12:26:06 25 encompasses a little bit more. So we'll let you take a

Peggy Isom, CCR 541, RMR



12:26:10 1 look at that.

2 A. Okay. I've looked at the top half of the  
3 page.

4 All right. I've looked at the bottom half of  
12:27:20 5 the page.

6 Q. All right. So with regard to what was on that  
7 page, do you have any personal knowledge regarding what  
8 is asserted there?

9 A. No.

12:27:28 10 Q. Okay.

11 A. Okay. I've looked at the top half of the  
12 page.

13 I've looked at the bottom half of the page.

14 Q. All right. With regard to what's alleged on  
12:29:11 15 that page, do you have any personal knowledge?

16 A. No. But I do want to say I do know that there  
17 was a loan agreement because I have seen a copy of the  
18 loan agreement at some point in time. Other than that,  
19 I don't have any knowledge of what has been -- I don't  
12:29:31 20 have any personal knowledge of the things that are  
21 stated in this letter so far.

22 Q. Okay.

23 A. And by "personal knowledge," I mean I don't  
24 have any knowledge except what comes from things that  
12:29:45 25 other people may have said to me.

Peggy Isom, CCR 541, RMR

12:29:49 1

Q. Okay.

2

A. All right. I've seen the top half of the

3

page.

4

And I've seen the bottom half of the page.

12:30:39 5

Q. All right. With regard to that page, do you

6

have any personal knowledge of what's alleged there?

7

A. Only that the address for Las Vegas

8

Development Fund was the actual address. And, again, I

9

do know there was a loan agreement, and I've seen a

12:30:55 10

copy of it. Other than that, none -- no personal

11

knowledge.

12

Q. Okay. Thank you for that. Okay. So we'll

13

look real quick at -- there's another exhibit,

14

Exhibit 22, which is another notice of default. So it

12:31:21 15

is seven pages, and you are copied. I'll make that

16

representation to you.

17

Traci, if you'll just move up enough so she

18

can see the beginning of it there. Yeah.

19

And we may be able to short-circuit this. Do

12:31:39 20

you believe that you have any personal knowledge

21

related to what's in this notice of default?

22

A. I haven't reviewed the notice of default. I

23

doubt that I have any personal knowledge of anything,

24

but I haven't reviewed it, so I don't know whether

12:32:01 25

something is said in there which I would have personal

Peggy Isom, CCR 541, RMR

12:32:03 1 knowledge. I would be very surprised if that were the  
2 case.

3 Q. Okay.

4 A. Again, other than the fact that I've seen the  
12:32:09 5 loan agreement and some of the other loan documents  
6 personally.

7 Q. Okay. Would that be true of any other notice  
8 of default that would have been sent? You wouldn't  
9 expect to know anything from personal knowledge?

12:32:24 10 A. That would be correct. From my personal  
11 knowledge. I have talked to people about it, but that  
12 is all, as far as I can recall, hearsay.

13 Q. Okay. All right. With regard to any investor  
14 agents for the investors, have you had any  
12:32:46 15 communications with any investor agents for the  
16 immigrant investors related to the Front Sight project?

17 A. No.

18 Q. Do you even know who the investor agents are?

19 A. I might recognize some names if you recited  
12:33:11 20 them, but I could not, from my own personal knowledge,  
21 give you names, no.

22 Q. All right. And do you know Professor Sean  
23 Flynn?

24 A. I do.

12:33:34 25 Q. How do you know him?

Peggy Isom, CCR 541, RMR

12:33:38 1 A. Sean Flynn and I have been personal friends  
2 for a number of years.

3 Q. Do you have any business associations with  
4 Sean Flynn?

12:33:51 5 A. No.

6 Q. Are you aware that his company is a part owner  
7 of the regional center?

8 A. I believe that might be correct.

9 Q. And does Sean Flynn have any involvement in  
10 the day-to-day operations of the regional center?

11 A. I don't know anything about that from my  
12 personal knowledge.

13 Q. All right. And I understand that you were an  
14 attorney. Is your law license still active?

12:34:47 15 A. My law license is currently inactive.

16 Q. And do you have any other licenses?

17 A. No.

18 Q. All right. With regard to this litigation,  
19 have you, Linda Stanwood, done any work as an attorney  
12:35:24 20 on behalf of any of the defendant entities?

21 A. No.

22 Q. With regard to the defendant that we're  
23 calling EB5 IA, which is the marketing entity, do you  
24 have any knowledge about the recordkeeping of that  
12:36:09 25 entity?

Peggy Isom, CCR 541, RMR

12:36:14 1

A. No.

2

Q. All right. Before -- I'm sorry, strike that.

3

You mentioned that you're aware that there was

4

a construction loan agreement related to the Front

12:36:45 5

Sight project, correct?

6

A. Yes.

7

Q. Okay. Before the construction loan agreement

8

was entered into, there were a whole bunch of emails

9

between Front Sight representatives, Mr. Dziubla, and

12:37:06 10

others related to the defendant entities. Were you

11

privy to any of those emails?

12

A. It's possible I may have seen some of those

13

emails if my husband showed them to me. I don't

14

specifically recall.

12:37:36 15

Q. Did you participate in any meetings prior

16

to -- related to the Front Sight project prior to the

17

construction loan agreement being entered into?

18

A. No.

19

Q. Do you have any involvement in handling the

12:38:00 20

finances, keeping records or paying bills related to

21

Las Vegas Development Fund?

22

A. No.

23

MR. ALDRICH: Give me just a moment. If I may

24

have the Court's indulgence for just a minute.

12:38:42 25

THE COURT: That's fine, sir.

Peggy Isom, CCR 541, RMR

12:38:43 1 MR. ALDRICH: And, Ms. Stanwood, I'm sorry, I  
2 need just a moment, please.

3 THE WITNESS: Sure.

4 MR. ALDRICH: I believe that those are all the  
12:39:40 5 questions that I have. Ms. Stanwood, I appreciate your  
6 time.

7 THE COURT: Thank you, sir.

8 MR. GREER: No question s.

9 THE COURT: Mr. Greer.

12:39:48 10 MR. GREER: No questions, your Honor.

11 THE COURT: All right. Okay. Ma'am, thank  
12 you. You are excused.

13 MR. GREER: Thank you, Ms. Stanwood.

14 THE WITNESS: Thank you.

12:39:56 15 MR. ALDRICH: Again, thanks for your time.

16 THE COURT: All right. So we can go to  
17 scheduling issues.

18 MR. ALDRICH: Yes.

19 MR. GREER: One is an easy one, your Honor.

12:40:13 20 And that is we currently have motions to -- plaintiff's  
21 motion to dismiss defendant's counterclaims set for  
22 August 7, and then two are set for August 9.  
23 80 percent the same issues between the two sets.

24 We'd like to move all of the motions to  
12:40:35 25 dismiss to be heard on August 7 rather than coming back

Peggy Isom, CCR 541, RMR

12:40:38 1 in two days, same -- back same issues. And if we could  
2 have a specific hearing time set for -- what was the  
3 term, Mr. Aldrich? Specific setting of 10:30? Do you  
4 recall?

12:40:53 5 MR. ALDRICH: Yeah, so we've actually -- I  
6 think we have the motion that I just filed -- or that I  
7 filed for the blocked account that we can file the  
8 opposition to.

9 MR. GREER: Right. We want to include that.

12:41:24 10 THE COURT: Do you want to make it at 10:30?

11 (A discussion was held off the record.)

12 THE COURT: 10:30 on the 20th?

13 MR. GREER: Outstanding.

14 MR. ALDRICH: 10:30.

12:42:21 15 THE COURT: For the record, let's just make  
16 sure we understand where we're moving, so the court  
17 clerk can correctly move it.

18 MR. GREER: That will be the Front Sight's  
19 motion to dismiss defendant's cross-claim currently set  
12:42:33 20 for August 7th, will be moved to the 20th. Two --  
21 Ignatius Piazza's motion to dismiss defendant's  
22 cross-claim and Mrs. Jennifer Piazza and the two  
23 trusts' motion to dismiss defense cross-claim currently  
24 set for August 9th would be moved to August 20th. And  
12:43:01 25 then lastly -- yeah, lastly, on August 14, currently

Peggy Isom, CCR 541, RMR

12:43:06 1 set is plaintiff's motion to freeze assets and --  
2 MR. ALDRICH: It's to set up a blocked  
3 account.  
4 MR. GREER: Set up a blocked account, which is  
12:43:17 5 set for 9:00 o'clock on the 14th would move to 10:30 on  
6 the 20th also.  
7 MR. ALDRICH: I think that's everything that's  
8 pending.  
9 THE COURT CLERK: Can I ask -- you said on the  
12:43:28 10 14th, there is a blocked account issue?  
11 MR. GREER: Well, I think it's a motion to  
12 freeze.  
13 THE COURT CLERK: It should be a TRO?  
14 MR. ALDRICH: It's a motion for TRO.  
12:43:38 15 THE COURT CLERK: Yeah, that what's what we  
16 have.  
17 THE COURT: So everything currently pending  
18 should be moved to August 20 at 10:30.  
19 MR. ALDRICH: Correct.  
12:43:45 20 THE COURT: We'll do that.  
21 MR. GREER: We're good. Then we need to talk  
22 about our next date of testimony pursuant to the  
23 pending motion for preliminary injunction. Mr. Piazza  
24 said he's available on the 22nd?  
12:46:14 25 THE COURT: What date is that in September

Peggy Isom, CCR 541, RMR



12:46:15 1 again?

2 MR. GREER: September 5.

3 THE COURT: That's good for 10:30 on for the  
4 rest of the day.

12:46:23 5 MR. GREER: Let's do that for our testimony.  
6 See if we can squeeze it in.

7 MR. ALDRICH: September 5.

8 MR. GREER: Okay.

9 THE COURT: That will be the continuation of  
12:46:31 10 the evidentiary hearing.

11 Are there any other scheduling issues?

12 MR. GREER: Not with us.

13 THE COURT: My next question: What about a  
14 trial date, just in case? What about a trial date,  
12:46:49 15 just in case?

16 MR. ALDRICH: Well, I know that -- I looked at  
17 the joint case conference report at the dates. I have  
18 them here on a very handy stick note somewhere. I know  
19 that the dates that we agreed to were -- discovery  
12:47:04 20 cutoff in June. I know the Court is wanting it to go  
21 faster than that. November is just -- I mean, we're  
22 not even getting to the rest of the evidentiary hearing  
23 until September.

24 THE COURT: I understand.

12:47:16 25 MR. ALDRICH: So --

Peggy Isom, CCR 541, RMR

12:47:16 1 MR. GREER: Actually, we have -- and we noted  
2 in our joint statement, we're going to move to  
3 bifurcate the one trial, and I think just about all of  
4 the testimony that's needed for that bifurcated case  
12:47:27 5 will have been done.

6 THE COURT: How about this? You're coming  
7 back in on August 20 -- was it 7th?

8 MR. ALDRICH: Twentieth.

9 MR. GREER: Twentieth.

12:47:36 10 THE COURT: Maybe we'll have a status check on  
11 that issue.

12 MR. GREER: Very good.

13 MR. ALDRICH: Okay.

14 THE COURT: Status check as far as bifurcation  
12:47:42 15 and also additional scheduling. How about that?

16 MR. GREER: Yeah, there we go. I'll try to do  
17 my best to have all the motions heard on that day.

18 MR. ALDRICH: Mr. Greer indicated he's going  
19 to file a motion. We'll have to try to have it  
12:47:58 20 heard --

21 THE COURT: Okay. Yeah, file a motion  
22 because --

23 MR. GREER: I mean, we have a problem.

24 THE COURT: Ideally -- and please understand  
12:48:03 25 this --

Peggy Isom, CCR 541, RMR

12:48:05 1 MR. GREER: Oh, oh, okay. We may have a  
2 problem. Piazza's criminal trial is August 19 in San  
3 Diego. I don't think it will take more than a day,  
4 though.

12:48:23 5 THE COURT: You know what we can do? We can  
6 hold the dates we have now. If there's a problem, just  
7 let us know.

8 MR. GREER: Put it on the 20th for now and be  
9 flexible. That's fine.

12:48:33 10 THE COURT: I mean, if you need -- if he's in  
11 trial, he's in trial. You can't be in two places at  
12 the same time.

13 MR. GREER: Yeah.

14 MR. ALDRICH: That's true.

12:48:39 15 MR. GREER: Very good. Hold on. He said he's  
16 not available until August 22nd. Oh, that's because  
17 he's in trial maybe. He said he wasn't available until  
18 the 22nd. So he's probably got to be in San Diego for  
19 the criminal trial.

12:48:55 20 MR. ALDRICH: I know nothing about that.

21 MR. GREER: That's -- we're good, your Honor.

22 THE COURT: Okay.

23 MR. GREER: Let's hold those dates.

24 THE COURT: Yeah. Hold them.

12:49:02 25 MR. GREER: We thank the Court.

Peggy Isom, CCR 541, RMR

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THE COURT: All right.

THE COURT CLERK: If you don't mind also, will there be a video appearance next time too?

MR. GREER: One for Mr. Fleming.

THE COURT: Okay.

THE COURT CLERK: It may assist. We typically receive a filing called an audio-video visual transmission equipment appearance request.

(A discussion was held off the record.)

(Proceedings were concluded.)

\* \* \* \* \*

Peggy Isom, CCR 541, RMR

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REPORTER'S CERTIFICATE

STATE OF NEVADA)  
                                  :SS  
COUNTY OF CLARK)

I, PEGGY ISOM, CERTIFIED SHORTHAND REPORTER DO  
HEREBY CERTIFY THAT I TOOK DOWN IN STENOTYPE ALL OF THE  
PROCEEDINGS HAD IN THE BEFORE-ENTITLED MATTER AT THE  
TIME AND PLACE INDICATED, AND THAT THEREAFTER SAID  
STENOTYPE NOTES WERE TRANSCRIBED INTO TYPEWRITING AT  
AND UNDER MY DIRECTION AND SUPERVISION AND THE  
FOREGOING TRANSCRIPT CONSTITUTES A FULL, TRUE AND  
ACCURATE RECORD TO THE BEST OF MY ABILITY OF THE  
PROCEEDINGS HAD.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED  
MY NAME IN MY OFFICE IN THE COUNTY OF CLARK, STATE OF  
NEVADA.

\_\_\_\_\_  
PEGGY ISOM, RMR, CCR 541

Peggy Isom, CCR 541, RMR

<p><b>BY MR. ALDRICH:</b> [5] 16/4 18/25 25/9 26/4 28/4 <b>COURT CALL MODERATOR:</b> [3] 6/2 6/6 6/10 <b>IN UNISON:</b> [1] 5/7 <b>MR. ALDRICH:</b> [50] <b>MR. GREER:</b> [60] <b>MS. HOLBERT:</b> [3] 6/18 6/24 7/2 <b>THE COURT CLERK:</b> [23] 5/10 8/9 8/13 8/16 9/7 9/11 9/19 13/7 13/10 13/12 13/16 13/20 13/24 14/4 14/25 15/9 15/15 15/23 38/9 38/13 38/15 42/2 42/6 <b>THE COURT:</b> [78] <b>THE MARSHAL:</b> [4] 8/6 9/17 13/13 15/2 <b>THE WITNESS:</b> [14] 13/11 13/18 14/1 14/6 14/19 14/21 14/23 16/1 17/20 18/3 18/11 25/8 36/3 36/14</p>	<p><b>1st</b> [1] 25/5 <b>2</b> <b>20</b> [5] 6/1 17/5 28/15 38/18 40/7 <b>2010</b> [2] 16/22 16/23 <b>2018</b> [6] 22/17 23/11 24/20 24/23 25/5 26/18 <b>2019</b> [2] 1/21 5/1 <b>206</b> [1] 2/6 <b>20th</b> [5] 37/12 37/20 37/24 38/6 41/8 <b>22</b> [2] 10/16 32/14 <b>227-1975</b> [1] 3/11 <b>22nd</b> [4] 11/21 38/24 41/16 41/18 <b>23</b> [2] 1/21 5/1 <b>2510</b> [1] 2/5 <b>3</b> <b>30</b> [1] 8/17 <b>3900</b> [1] 2/8 <b>5</b> <b>501</b> [1] 13/23 <b>541</b> [2] 1/24 43/17 <b>5490</b> [1] 3/10 <b>579-3900</b> [1] 2/8 <b>5:43 that</b> [1] 10/11 <b>6</b> <b>613-6677</b> [1] 2/18 <b>613-6680</b> [1] 2/19 <b>6677</b> [1] 2/18 <b>6680</b> [1] 2/19 <b>7</b> <b>702</b> [3] 2/8 3/10 3/11 <b>7th</b> [2] 37/20 40/7 <b>8</b> <b>80 percent</b> [1] 36/23 <b>853-5490</b> [1] 3/10 <b>858</b> [2] 2/18 2/19 <b>89074</b> [1] 2/7 <b>89146</b> [1] 3/9 <b>9</b> <b>92127</b> [1] 2/17 <b>9:00</b> [1] 38/5 <b>9th</b> [1] 37/24</p>	<p><b>:</b> <b>:SS</b> [1] 43/2 <b>A</b> <b>A..M</b> [1] 5/2 <b>ABILITY</b> [1] 43/11 <b>able</b> [6] 9/23 9/24 10/12 14/12 22/14 32/19 <b>about</b> [26] 6/1 9/17 9/19 10/10 10/13 11/14 17/16 18/9 18/10 20/25 21/7 23/22 24/1 24/7 25/13 29/8 33/11 34/11 34/24 38/22 39/13 39/14 40/3 40/6 40/15 41/20 <b>above</b> [1] 22/25 <b>access</b> [1] 9/23 <b>accommodate</b> [2] 11/18 11/22 <b>account</b> [4] 37/7 38/3 38/4 38/10 <b>ACCURATE</b> [1] 43/11 <b>active</b> [1] 34/14 <b>actual</b> [1] 32/8 <b>actually</b> [6] 5/17 8/19 28/14 29/12 37/5 40/1 <b>add</b> [1] 27/25 <b>additional</b> [1] 40/15 <b>address</b> [4] 22/20 22/22 32/7 32/8 <b>administer</b> [1] 15/16 <b>admitted</b> [2] 22/11 28/24 <b>advised</b> [1] 10/6 <b>Advisors</b> [3] 20/6 21/9 21/20 <b>afraid</b> [1] 14/16 <b>after</b> [6] 10/16 11/9 11/11 12/20 12/25 24/13 <b>afternoon</b> [1] 11/10 <b>again</b> [10] 5/9 5/11 5/19 14/5 26/13 26/25 32/8 33/4 36/15 39/1 <b>agents</b> [3] 33/14 33/15 33/18 <b>agree</b> [1] 15/10 <b>agreed</b> [4] 7/22</p>	<p>8/20 8/21 39/19 <b>agreement</b> [7] 31/17 31/18 32/9 33/5 35/4 35/7 35/17 <b>ahead</b> [6] 6/8 11/25 15/7 26/1 28/14 30/22 <b>ALDRICH</b> [6] 3/5 3/6 7/14 16/5 28/1 37/3 <b>all</b> [43] 5/8 7/8 7/19 11/24 12/6 14/14 15/14 18/6 18/11 20/2 20/5 20/24 22/1 22/10 22/24 23/12 24/17 27/7 28/14 28/15 28/18 29/9 29/20 30/15 31/4 31/6 31/14 32/2 32/5 33/12 33/13 33/22 34/13 34/18 35/2 36/4 36/11 36/16 36/24 40/3 40/17 42/1 43/5 <b>alleged</b> [4] 30/9 30/16 31/14 32/6 <b>allows</b> [3] 17/23 18/12 18/21 <b>already</b> [2] 22/11 28/24 <b>also</b> [3] 38/6 40/15 42/2 <b>although</b> [2] 19/15 24/4 <b>am</b> [1] 23/3 <b>ambiguous</b> [2] 25/24 27/24 <b>amount</b> [1] 17/25 <b>another</b> [4] 19/24 20/5 32/13 32/14 <b>any</b> [53] <b>anything</b> [8] 13/21 24/3 26/18 27/25 30/21 32/23 33/9 34/11 <b>anyway</b> [1] 6/20 <b>appear</b> [2] 5/19 14/24 <b>appearance</b> [2] 42/3 42/8 <b>appearances</b> [3] 1/25 2/21 7/12 <b>appears</b> [2] 22/8 22/20 <b>applying</b> [1] 18/3 <b>appreciate</b> [3]</p>	<p>6/25 16/6 36/5 <b>are</b> [21] 6/14 6/22 8/5 16/19 18/3 18/13 19/5 19/8 19/13 19/25 20/10 27/8 27/14 31/20 32/15 33/18 34/6 36/4 36/12 36/22 39/11 <b>area</b> [2] 9/2 17/9 <b>areas</b> [4] 17/6 17/22 18/10 18/15 <b>arm</b> [1] 13/23 <b>around</b> [2] 23/11 28/20 <b>as</b> [19] 6/21 6/21 15/22 16/16 21/1 22/11 23/5 23/9 24/8 24/20 25/12 27/21 27/23 28/5 33/12 33/12 34/19 40/14 40/14 <b>ASAP</b> [1] 9/5 <b>ask</b> [7] 18/7 19/4 25/18 28/19 29/8 29/25 38/9 <b>asked</b> [4] 7/23 24/6 24/25 25/16 <b>asking</b> [3] 20/25 28/13 28/21 <b>asserted</b> [1] 31/8 <b>assets</b> [1] 38/1 <b>assist</b> [1] 42/6 <b>assistant</b> [1] 28/20 <b>assisting</b> [1] 6/3 <b>ASSOCIATES</b> [1] 2/13 <b>associations</b> [1] 34/3 <b>assume</b> [2] 23/20 27/5 <b>assuming</b> [1] 18/19 <b>at</b> [35] 5/18 10/11 13/3 14/11 14/12 14/22 14/25 15/4 15/4 16/24 17/1 20/4 25/13 27/12 29/6 29/7 29/20 29/22 29/24 30/2 30/23 31/1 31/2 31/4 31/11 31/13 31/18 32/13 37/10 38/18 39/16 39/17 41/11 43/6 43/8 <b>attend</b> [1] 26/5 <b>attention</b> [1] 22/24</p>
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<p><b>F</b> front... [3] 35/9 35/16 37/18 fulfilled [1] 6/23 full [5] 15/24 22/25 24/13 24/22 43/10 full-time [2] 24/13 24/22 FUND [11] 1/12 7/17 19/14 19/18 19/22 21/17 27/15 28/6 28/25 32/8 35/21 fundraising [1] 17/12 funds [1] 21/6 further [2] 14/23 14/24</p>	<p>18/12 18/22 GREER [5] 2/13 2/14 7/17 36/9 40/18 GREERLAW.BIZ [1] 2/20 guess [1] 12/7</p>	<p>hearsay [1] 33/12 held [2] 37/11 42/9 Hello [3] 6/13 6/13 16/5 help [2] 8/15 19/19 HENDERSON [1] 2/7 her [10] 5/13 5/14 5/20 5/22 6/8 11/5 13/14 14/2 15/8 23/13 here [10] 7/17 7/22 8/21 10/10 14/11 14/17 15/1 15/12 18/21 39/18 HEREBY [1] 43/5 HEREUNTO [1] 43/13 him [6] 10/10 11/12 11/22 20/16 24/6 33/25 his [10] 10/9 10/13 11/12 12/13 21/6 23/22 24/10 25/13 27/6 34/6 HOLBERT [3] 2/4 6/7 6/12 hold [4] 41/6 41/15 41/23 41/24 homeless [2] 14/7 14/7 Honestly [1] 19/10 Honor [13] 5/7 5/17 6/14 6/24 7/9 7/16 9/25 13/5 13/7 17/17 36/10 36/19 41/21 HONORABLE [1] 1/18 hours [3] 24/22 25/1 25/3 housekeeping [2] 12/7 12/19 how [18] 6/14 8/4 8/11 8/18 9/8 16/23 17/1 17/4 20/15 20/25 21/3 24/22 25/2 27/9 28/7 33/25 40/6 40/15 however [2] 29/7 29/14 husband [4] 25/13 27/6 27/12 35/13 husband's [1] 19/11</p>	<p>I'll [11] 6/3 11/12 14/18 15/1 17/18 18/7 28/3 28/12 29/15 32/15 40/16 I'm [21] 6/18 6/19 8/16 9/2 14/12 14/16 14/22 18/5 18/20 19/12 20/2 25/23 26/25 27/17 28/13 28/21 29/25 30/2 30/22 35/2 36/1 I've [14] 10/6 20/16 22/15 29/20 29/22 29/24 31/2 31/4 31/11 31/13 32/2 32/4 32/9 33/4 IA [1] 34/23 Ideally [1] 40/24 if [30] 5/15 5/24 7/7 7/23 8/17 11/7 14/12 14/16 15/15 18/8 22/4 22/24 26/25 28/18 28/21 28/21 29/13 29/13 30/1 32/17 33/1 33/19 35/13 35/23 37/1 39/6 41/6 41/10 41/10 42/2 Ignatius [2] 11/20 37/21 ill [2] 10/7 10/12 Illinois [1] 16/15 immigrant [1] 33/16 immigration [1] 18/17 Impact [5] 19/25 20/6 21/1 21/9 21/20 in [80] inactive [1] 34/15 include [1] 37/9 included [1] 23/4 INDEX [1] 3/15 indicated [4] 10/11 11/16 40/18 43/7 indulgence [1] 35/24 informal [6] 23/22 24/1 25/12 25/21 26/18 27/11 informally [4] 23/14 23/18 26/19 27/3 injunction [2] 1/16 38/23</p>	<p>intend [1] 7/20 intended [1] 6/16 into [3] 35/8 35/17 43/8 invest [1] 17/24 investment [1] 18/22 investor [3] 33/13 33/15 33/18 investors [2] 33/14 33/16 invitation [1] 9/21 involved [2] 18/16 19/11 involvement [6] 21/8 29/19 30/5 30/7 34/9 35/19 is [63] ISOM [3] 1/24 43/4 43/17 issue [3] 9/1 38/10 40/11 issues [4] 36/17 36/23 37/1 39/11 it [64] it's [19] 7/21 9/14 12/21 13/21 14/25 16/16 18/9 19/2 20/10 24/4 24/9 27/5 28/8 28/23 28/24 35/12 38/2 38/11 38/14 its [2] 13/22 29/19</p>
<p><b>G</b> gain [1] 27/9 gave [2] 10/12 27/1 general [2] 18/21 18/24 get [9] 9/4 10/21 10/22 10/23 10/23 12/14 15/8 18/12 26/25 getting [1] 39/22 give [8] 8/17 22/12 24/6 25/2 29/7 29/15 33/21 35/23 go [17] 6/7 8/8 9/6 11/15 11/25 14/16 15/7 22/3 24/14 26/1 28/13 28/14 28/15 30/22 36/16 39/20 40/16 goes [1] 23/12 going [18] 5/19 6/21 11/7 11/15 11/20 12/1 12/12 12/12 22/1 22/3 27/2 28/13 29/25 30/10 30/13 30/22 40/2 40/18 good [15] 5/6 5/7 6/2 6/5 6/6 6/12 6/13 6/15 7/16 13/24 38/21 39/3 40/12 41/15 41/21 got [1] 41/18 government [1] 17/21 great [2] 6/25 22/10 green [3] 18/4</p>	<p><b>H</b> HAC [1] 2/12 had [20] 5/24 6/16 8/20 10/8 10/13 21/8 23/21 23/21 23/21 23/21 23/24 24/1 24/7 24/9 25/12 25/16 25/17 33/14 43/6 43/12 half [8] 29/22 29/24 31/2 31/4 31/11 31/13 32/2 32/4 hand [1] 15/16 handle [1] 12/14 handling [1] 35/19 handy [1] 39/18 happen [3] 8/17 11/13 11/23 happens [1] 27/23 has [7] 20/6 23/5 23/13 24/12 27/3 27/14 31/19 have [87] haven't [4] 20/4 30/18 32/22 32/24 having [3] 15/20 30/2 30/7 Hawaii [2] 7/3 7/5 he [15] 10/18 23/21 24/2 24/5 24/7 24/7 25/13 25/15 25/16 25/17 25/17 27/13 41/15 41/17 41/17 he's [14] 10/7 10/12 10/15 10/15 11/20 11/20 12/1 38/24 40/18 41/10 41/11 41/15 41/17 41/18 heads [1] 29/15 heads-up [1] 29/15 healing [1] 14/7 hear [4] 13/18 18/2 18/7 28/10 heard [3] 36/25 40/17 40/20 hearing [4] 6/21 37/2 39/10 39/22</p>	<p><b>I</b> I'd [4] 5/15 5/24 7/6 19/16</p>	<p><b>J</b> JALDRICH [1] 3/12 January [4] 24/13 24/20 25/5 26/17 January 1 [3] 24/13 24/20 26/17 January 1st [1] 25/5 Jennifer [1] 37/22 job [2] 17/25 18/10 jobs [1] 18/13 JOHN [5] 3/6 7/14 16/5 20/13 20/15 John's [1] 24/14 JOHNALDRICHLA WFIRM.COM [1] 3/12 join [1] 23/9 joined [1] 23/5 joint [2] 39/17 40/2 JUDGE [2] 1/18 1/19 JULY [2] 1/21 5/1</p>	

<p><b>J</b>  <b>jump [1]</b> 5/20  <b>June [1]</b> 39/20  <b>juris [1]</b> 16/12  <b>just [25]</b> 5/20 12/3  12/7 12/14 13/21  13/21 14/23 14/24  17/18 19/17 22/12  28/12 28/20 30/23  32/17 35/23 35/24  36/2 37/6 37/15  39/14 39/15 39/21  40/3 41/6</p>	<p>16/21 22/25  <b>lastly [2]</b> 37/25  37/25  <b>late [1]</b> 25/25  <b>law [5]</b> 3/5 16/17  17/4 34/14 34/15  <b>led [1]</b> 5/18  <b>lender [2]</b> 19/18  27/21  <b>lending [1]</b> 20/18  <b>let [11]</b> 11/20 22/4  22/13 28/18 28/20  29/6 29/13 29/25  30/23 30/25 41/7  <b>let's [8]</b> 8/8 11/25  15/7 28/14 28/15  37/15 39/5 41/23  <b>letter [6]</b> 28/24  30/13 30/17 30/18  30/23 31/21  <b>license [2]</b> 34/14  34/15  <b>licenses [1]</b> 34/16  <b>light [1]</b> 12/10  <b>like [8]</b> 6/7 11/2  11/16 13/19 19/15  28/23 30/1 36/24  <b>LINDA [7]</b> 15/19  16/1 18/2 23/4  23/13 27/2 34/19  <b>line [5]</b> 5/25 6/1  6/7 6/11 22/19  <b>link [4]</b> 9/13 9/22  9/22 10/22  <b>literature [1]</b>  16/10  <b>litigation [3]</b> 17/9  19/18 34/18  <b>little [3]</b> 14/14  25/25 30/25  <b>live [3]</b> 6/8 6/11  9/4  <b>LLC [4]</b> 1/9 1/12  19/25 20/6  <b>loan [8]</b> 31/17  31/18 32/9 33/5  33/5 35/4 35/7  35/17  <b>long [6]</b> 8/11 8/13  10/24 11/1 17/1  17/4  <b>look [7]</b> 19/10  19/16 29/6 29/7  30/23 31/1 32/13  <b>looked [10]</b> 20/4  29/20 29/22 29/24  30/2 31/2 31/4  31/11 31/13 39/16</p>	<p><b>looking [1]</b> 27/12  <b>lose [1]</b> 22/2  <b>lost [3]</b> 18/1 18/6  18/8  <b>lot [1]</b> 18/23  <b>lunch [2]</b> 11/5  11/11  <b>LVD [1]</b> 7/17</p>	<p><b>mentions [1]</b> 27/8  <b>message [1]</b> 10/9  <b>met [1]</b> 20/16  <b>microphone [1]</b>  15/3  <b>might [2]</b> 33/19  34/8  <b>mind [1]</b> 42/2  <b>minute [1]</b> 35/24  <b>minutes [3]</b> 6/1  8/17 11/2  <b>moderator [1]</b> 6/3  <b>moment [3]</b> 6/10  35/23 36/2  <b>money [1]</b> 20/19  <b>months [1]</b> 24/23  <b>more [5]</b> 7/7 11/3  18/23 30/25 41/3  <b>morning [11]</b> 5/6  5/7 6/2 6/5 6/6 6/12  6/13 7/16 10/11  10/21 12/11  <b>motion [11]</b> 36/21  37/6 37/19 37/21  37/23 38/1 38/11  38/14 38/23 40/19  40/21  <b>motions [4]</b> 12/23  36/20 36/24 40/17  <b>move [7]</b> 29/5  29/21 32/17 36/24  37/17 38/5 40/2  <b>moved [3]</b> 37/20  37/24 38/18  <b>moves [1]</b> 27/23  <b>moving [4]</b> 12/21  24/11 28/20 37/16  <b>Mr. [14]</b> 10/6 11/8  12/11 20/18 20/21  20/25 21/6 28/1  35/9 36/9 37/3  38/23 40/18 42/4  <b>Mr. Aldrich [2]</b>  28/1 37/3  <b>Mr. Dziubla [3]</b>  20/25 21/6 35/9  <b>Mr. Fleming [4]</b>  11/8 12/11 20/21  42/4  <b>Mr. Fleming's [1]</b>  20/18  <b>Mr. Greer [2]</b> 36/9  40/18  <b>Mr. Piazza [2]</b> 10/6  38/23  <b>Mrs. [1]</b> 37/22  <b>Mrs. Jennifer [1]</b>  37/22</p>	<p><b>Ms [2]</b> 13/16 14/4  <b>Ms. [17]</b> 6/7 6/12  7/21 10/25 12/15  12/15 13/10 13/17  15/15 16/5 18/5  22/5 28/10 28/16  36/1 36/5 36/13  <b>Ms. Fleming [1]</b>  12/15  <b>Ms. Holbert [2]</b>  6/7 6/12  <b>Ms. Stanwood [14]</b>  7/21 10/25 12/15  13/10 13/17 15/15  16/5 18/5 22/5  28/10 28/16 36/1  36/5 36/13  <b>much [2]</b> 29/7  29/14  <b>my [27]</b> 6/2 7/21  11/6 11/17 16/5  19/2 19/11 20/10  24/6 25/12 27/5  27/11 28/19 29/15  29/17 30/24 33/10  33/20 34/11 34/15  35/13 39/13 40/17  43/9 43/11 43/14  43/14</p>
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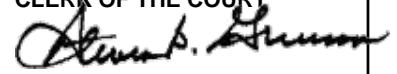
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[1]</b> 35/13  <b>shows [1]</b> 24/19  <b>SIGHT [9]</b> 1/9 16/6  21/13 27/16 28/25  33/16 35/5 35/9  35/16  <b>Sight's [1]</b> 37/18  <b>since [1]</b> 24/13  <b>sir [2]</b> 35/25 36/7  <b>sitting [1]</b> 5/25  <b>Six [1]</b> 17/3  <b>Skype [1]</b> 8/2  <b>so [44]</b>  <b>social [1]</b> 20/16  <b>some [15]</b> 12/7  12/19 17/23 20/4</p>	<p>20/24 24/10 24/18  25/16 25/17 26/19  27/12 31/18 33/5  33/19 35/12  <b>something [6]</b>  5/18 13/17 13/20  24/19 28/22 32/25  <b>sometime [1]</b>  23/11  <b>somewhere [1]</b>  39/18  <b>sorry [4]</b> 6/19 18/5  35/2 36/1  <b>sort [2]</b> 17/23  24/18  <b>sounds [1]</b> 19/15  <b>SOUTH [1]</b> 3/7  <b>speaking [1]</b> 23/20  <b>specific [6]</b> 24/4  24/5 24/9 25/19  37/2 37/3  <b>specifically [1]</b>  35/14  <b>spelling [1]</b> 15/24  <b>squeeze [1]</b> 39/6  <b>stand [1]</b> 14/10  <b>standing [2]</b> 8/2  15/4  <b>Stanwood [20]</b>  7/21 10/25 12/15  13/10 13/16 13/17  14/4 15/15 15/19  16/1 16/5 18/5 22/5  23/4 28/10 28/16  34/19 36/1 36/5  36/13  <b>starts [1]</b> 23/1  <b>state [3]</b> 15/23  43/2 43/14  <b>stated [1]</b> 31/21  <b>statement [1]</b> 40/2  <b>status [2]</b> 40/10  40/14  <b>stay [4]</b> 7/6 14/11  14/18 15/1  <b>STENOTYPE [2]</b>  43/5 43/8  <b>stick [1]</b> 39/18  <b>still [3]</b> 14/2 28/10  34/14  <b>stipulate [2]</b> 12/13  15/11  <b>strategy [1]</b> 28/7  <b>strike [3]</b> 19/3  24/17 35/2  <b>subpoenaed [1]</b>  7/22  <b>SUBSCRIBED [1]</b></p>	<p>43/13  <b>successful [1]</b> 28/8  <b>successfully [1]</b>  9/20  <b>SUITE [3]</b> 2/6 2/16  3/8  <b>SUPERVISION [1]</b>  43/9  <b>sure [9]</b> 14/6 19/16  20/2 25/23 26/3  26/25 28/21 36/3  37/16  <b>surprised [1]</b> 33/1  <b>sustain [1]</b> 28/3  <b>sworn [2]</b> 15/8  15/20  <b>T</b>  <b>take [8]</b> 8/11 12/1  12/8 12/20 26/14  29/6 30/25 41/3  <b>taken [1]</b> 15/12  <b>talk [3]</b> 8/21 11/14  38/21  <b>talked [2]</b> 10/13  33/11  <b>talking [3]</b> 9/17  9/19 18/7  <b>technical [1]</b> 12/2  <b>technically [1]</b> 9/2  <b>technology [1]</b>  8/14  <b>teleconferencing [1]</b> 9/5  <b>tell [2]</b> 16/8 17/19  <b>term [1]</b> 37/3  <b>tested [3]</b> 9/14  9/21 10/23  <b>testified [1]</b> 15/22  <b>testify [1]</b> 15/20  <b>testimony [7]</b>  10/24 12/13 13/1  20/24 38/22 39/5  40/4  <b>testing [1]</b> 10/22  <b>tests [1]</b> 9/13  <b>text [3]</b> 10/8 10/11  10/19  <b>than [7]</b> 11/4  31/18 32/10 33/4  36/25 39/21 41/3  <b>thank [14]</b> 6/10  6/24 6/25 7/2 7/13  13/5 15/17 15/23  32/12 36/7 36/11  36/13 36/14 41/25  <b>thanks [2]</b> 22/25  36/15  <b>that [156]</b></p>
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Peggy Isom, CCR 541, RMR

(7) references - that

<p><b>T</b>  <b>that's [23]</b> 8/25            9/2 9/7 10/18 11/6            12/16 12/18 13/3            13/25 18/23 20/12            21/10 22/10 22/11            35/25 38/7 38/7            39/3 40/4 41/9            41/14 41/16 41/21  <b>their [2]</b> 9/11 9/13  <b>them [14]</b> 8/17            8/21 8/22 9/4 9/13            9/15 9/21 9/24 11/8            19/12 33/20 35/13            39/18 41/24  <b>then [16]</b> 9/23            11/7 11/8 11/8            12/14 14/17 18/21            20/5 23/12 24/11            24/22 27/7 30/22            36/22 37/25 38/21  <b>there [27]</b> 6/19 7/7            13/12 14/15 14/19            14/24 17/22 19/11            20/24 22/20 24/18            25/20 27/4 29/3            30/11 31/8 31/16            32/6 32/9 32/18            32/25 35/3 35/8            38/10 39/11 40/16            42/3  <b>there's [7]</b> 9/5            18/23 20/5 29/13            29/18 32/13 41/6  <b>THEREAFTER [1]</b>            43/7  <b>these [3]</b> 18/14            18/19 27/11  <b>they [6]</b> 9/12 9/15            9/20 18/17 18/18            18/19  <b>they'll [1]</b> 9/22  <b>they're [1]</b> 9/11  <b>they've [1]</b> 6/22  <b>thing [2]</b> 22/8 22/9  <b>things [3]</b> 25/13            31/20 31/24  <b>think [15]</b> 5/8 5/17            5/19 10/10 10/24            14/17 18/8 22/2            26/10 26/13 37/6            38/7 38/11 40/3            41/3  <b>thinking [1]</b> 8/16  <b>this [40]</b> 9/1 9/1            9/13 10/1 10/4 10/5            10/11 10/20 10/21            11/15 12/1 12/8</p>	<p>12/11 15/10 19/18            19/24 20/3 20/4            21/10 21/14 22/10            22/16 23/4 23/13            25/6 25/7 25/21            26/22 28/16 28/23            29/7 29/17 30/9            30/13 31/21 32/19            32/21 34/18 40/6            40/25  <b>those [4]</b> 35/11            35/12 36/4 41/23  <b>though [2]</b> 7/4            41/4  <b>thought [1]</b> 5/16  <b>thoughts [1]</b> 24/7  <b>three [1]</b> 7/6  <b>through [4]</b> 9/6            10/21 27/11 27/12  <b>time [19]</b> 10/24            11/14 12/13 13/3            16/21 18/9 20/4            24/13 24/22 25/4            25/11 26/17 31/18            36/6 36/15 37/2            41/12 42/3 43/7  <b>TIMOTHY [1]</b> 1/18  <b>today [8]</b> 6/4 6/16            8/20 10/7 10/12            11/13 12/14 16/7  <b>today's [1]</b> 6/21  <b>together [1]</b> 12/14  <b>to [1]</b> 10/18  <b>too [2]</b> 7/1 42/3  <b>took [2]</b> 5/16 43/5  <b>top [4]</b> 29/5 31/2            31/11 32/2  <b>Traci [3]</b> 28/20            29/5 32/17  <b>track [2]</b> 10/24            24/25  <b>TRANSCRIBED [1]</b>            43/8  <b>TRANSCRIPT [2]</b>            1/15 43/10  <b>transmission [1]</b>            42/8  <b>travel [1]</b> 10/12  <b>trial [9]</b> 7/4 39/14            39/14 40/3 41/2            41/11 41/11 41/17            41/19  <b>trips [1]</b> 26/14  <b>TRO [2]</b> 38/13            38/14  <b>true [3]</b> 33/7 41/14            43/10  <b>trusts' [1]</b> 37/23</p>	<p><b>truth [3]</b> 15/20            15/21 15/21  <b>try [2]</b> 40/16 40/19  <b>trying [1]</b> 30/24  <b>TUESDAY [2]</b> 1/21            5/1  <b>Twentieth [2]</b> 40/8            40/9  <b>two [8]</b> 10/23            29/18 36/22 36/23            37/1 37/20 37/22            41/11  <b>TYPEWRITING [1]</b>            43/8  <b>typically [1]</b> 42/6</p> <p><b>U</b>  <b>under [2]</b> 6/22            43/9  <b>understand [7]</b>            6/20 8/23 9/1 34/13            37/16 39/24 40/24  <b>understanding [3]</b>            7/21 19/2 20/10  <b>Unfortunately [1]</b>            11/19  <b>University [1]</b>            16/16  <b>until [5]</b> 10/16            11/21 39/23 41/16            41/17  <b>up [15]</b> 8/14 11/8            11/17 14/16 14/22            15/2 15/4 17/21            18/8 19/10 19/16            29/15 32/17 38/2            38/4  <b>us [17]</b> 7/11 8/15            9/15 11/20 13/17            16/8 17/21 18/2            22/3 23/14 23/18            24/12 27/3 27/4            28/20 39/12 41/7  <b>use [1]</b> 9/12  <b>used [1]</b> 22/22  <b>uses [1]</b> 27/6  <b>using [1]</b> 27/13</p> <p><b>V</b>  <b>Vague [2]</b> 25/24            27/24  <b>VEGAS [12]</b> 1/12            3/9 5/1 19/14 19/17            19/22 21/17 27/15            28/5 28/24 32/7            35/21  <b>very [8]</b> 11/1 18/21            18/24 23/22 33/1            39/18 40/12 41/15</p>	<p><b>veteran [1]</b> 14/8  <b>veterans [1]</b> 14/7  <b>VIA [1]</b> 2/15  <b>vice [15]</b> 2/12 19/3            19/5 19/8 19/12            19/13 19/22 20/1            20/7 23/5 23/10            26/23 26/24 27/21            28/5  <b>video [6]</b> 7/23 8/24            10/22 12/17 42/3            42/7  <b>virtual [1]</b> 9/23  <b>visual [1]</b> 42/7</p> <p><b>W</b>  <b>wall [1]</b> 15/5  <b>want [14]</b> 5/22            7/11 12/20 22/12            27/25 28/21 29/6            29/8 29/15 30/1            30/22 31/16 37/9            37/10  <b>wanting [1]</b> 39/20  <b>was [37]</b> 5/19 5/24            7/3 7/7 7/22 12/11            15/21 16/24 20/3            20/24 20/25 21/2            21/3 23/11 23/20            24/2 24/25 25/13            25/20 27/13 30/10            30/11 30/11 30/12            30/13 30/14 30/23            31/6 31/17 32/8            32/9 35/3 35/8 37/2            37/11 40/7 42/9  <b>wasn't [2]</b> 8/9            41/17  <b>way [4]</b> 5/23 9/2            9/16 11/13  <b>we [71]</b>  <b>we'd [2]</b> 8/20            36/24  <b>we'll [19]</b> 5/13 9/4            9/15 9/21 9/24            10/23 11/5 11/14            11/22 12/14 12/25            12/25 13/3 29/1            30/25 32/12 38/20            40/10 40/19  <b>we're [16]</b> 6/20            8/6 9/17 9/19 11/7            11/13 11/14 12/12            22/1 22/3 34/22            37/16 38/21 39/21            40/2 41/21  <b>we've [1]</b> 37/5  <b>week [2]</b> 24/23            25/3</p>	<p><b>weekend [1]</b> 10/9  <b>well [4]</b> 24/17            30/18 38/11 39/16  <b>were [21]</b> 14/5            16/21 16/23 17/1            17/6 17/6 18/6 18/8            18/9 20/7 24/23            25/3 26/24 30/10            33/1 34/13 35/8            35/10 39/19 42/10            43/8  <b>weren't [1]</b> 12/12  <b>what [33]</b> 6/15            10/18 11/25 12/25            13/18 16/8 17/6            17/14 17/16 17/19            19/8 22/8 23/18            23/24 24/17 25/23            26/1 27/23 28/19            28/21 28/23 29/12            29/15 31/6 31/7            31/19 31/24 37/2            38/15 38/25 39/13            39/14 41/5  <b>what's [5]</b> 30/16            31/14 32/6 32/21            38/15  <b>whatsoever [1]</b>            21/8  <b>when [8]</b> 9/1 12/2            14/22 15/3 16/21            20/25 22/13 23/9  <b>where [8]</b> 9/24            11/14 14/10 16/13            16/17 17/22 27/2            37/16  <b>WHEREOF [1]</b>            43/13  <b>Whereupon [1]</b>            15/18  <b>wherever [1]</b> 15/2  <b>whether [2]</b> 21/5            32/24  <b>which [11]</b> 20/6            21/1 21/9 21/20            22/3 25/4 26/24            32/14 32/25 34/23            38/4  <b>while [2]</b> 15/16            17/6  <b>who [4]</b> 9/8 23/20            27/4 33/18  <b>whole [5]</b> 15/21            22/8 22/9 30/18            35/8  <b>WIGWAM [1]</b> 2/5  <b>will [12]</b> 5/14 7/8            13/22 14/11 28/7</p>
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<p><b>W</b>  <b>will... [7]</b> 28/19  37/18 37/20 39/9  40/5 41/3 42/2  <b>WILLIAMS [1]</b>  1/18  <b>Winthrop [1]</b>  16/24  <b>wish [1]</b> 7/3  <b>witness [5]</b> 4/2  7/20 11/19 12/21  43/13  <b>witnesses [2]</b> 8/19  10/23  <b>words [1]</b> 18/17  <b>work [5]</b> 20/21  23/24 25/10 25/20  34/19  <b>working [8]</b> 23/13  23/18 24/2 24/12  24/19 24/23 25/3  27/3  <b>would [25]</b> 5/25  6/7 7/23 9/12 10/10  11/3 11/8 13/17  13/18 15/16 15/23  16/8 17/5 18/8  19/10 26/25 28/23  29/14 32/25 33/1  33/7 33/8 33/10  37/24 38/5  <b>wouldn't [1]</b> 33/8  <b>wrote [1]</b> 23/20</p>	<p><b>you'd [1]</b> 15/10  <b>you'll [2]</b> 22/2  32/17  <b>you're [9]</b> 12/2  15/3 19/2 19/21  28/21 28/25 29/3  35/3 40/6  <b>you've [3]</b> 6/16  22/14 26/22  <b>your [27]</b> 5/7 5/17  6/14 6/17 6/24 7/9  7/16 9/25 13/5 13/7  14/25 15/16 15/24  15/24 16/8 16/13  16/17 17/17 22/20  22/24 25/2 34/14  36/5 36/10 36/15  36/19 41/21  <b>yourself [1]</b> 22/13</p>			
<p><b>X</b></p>	<p><b>Z</b></p>			
<p><b>XVI [1]</b> 1/3</p>	<p><b>zoomed [1]</b> 14/25</p>			
<p><b>Y</b></p>				
<p><b>yeah [12]</b> 9/10  10/8 12/8 12/22  32/18 37/5 37/25  38/15 40/16 40/21  41/13 41/24  <b>years [7]</b> 17/3 17/5  23/14 23/23 23/25  27/3 34/2  <b>yes [27]</b> 5/12 6/9  7/9 7/13 7/25 9/20  12/9 13/8 13/11  14/21 17/15 19/7  19/20 19/23 20/14  22/6 22/21 22/23  23/8 23/17 24/16  27/17 28/17 29/4  29/11 35/6 36/18  <b>yesterday [3]</b> 5/16  10/14 20/24  <b>you [182]</b></p>				



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DISTRICT COURT  
CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT, LLC, a )  
Nevada Limited Liability Company, )  
Plaintiff(s), )

-vs-

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

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

Date/Hearing: August 20, 2019

Time/Hearing: 10:30 a.m.

HEARING DATE(S)  
ENTERED IN  
ODYSSEY  


**BUSINESS COURT ORDER**

Timothy C. Williams  
DISTRICT JUDGE  
DEPARTMENT SIXTEEN  
LAS VEGAS, NV 89155

1 This Business Court Order ("Order") is entered to reduce the costs of litigation, to  
2 assist the parties in resolving their disputes if possible and, if not, to reduce the costs and  
3 difficulties of discovery and trial. This case is deemed complex and is automatically  
4 exempt from arbitration. This Order may be amended or modified by the Court upon  
5 good cause shown, and is made subject to any Orders that have heretofore been entered  
6 herein.  
7

8 **ACCORDINGLY, IT IS HEREBY ORDERED:**

9 **I. Mandatory Rule 16 Conference**

10  
11 A. Pursuant to NRCP 16, a mandatory case management conference with the  
12 Court and counsel/parties in proper person will be held on **August 20, 2019 at 10:30 a.m.**  
13 in Courtroom 3H of the Eighth Judicial District Court, Department XVI, 200 Lewis  
14 Avenue, Las Vegas, Nevada 89155, unless before then the record shows that this case is in  
15 the Court-Annexed Arbitration Program.  
16

17 B. The purpose of this case management conference is to expedite settlement or  
18 other appropriate disposition of the case. Counsel/parties in proper person must be  
19 prepared to discuss the following:  
20

- 21 (1) Status of settlement discussions and a review of possible court assistance;  
22 (2) Alternative dispute resolution, if any, appropriate to this case;  
23 (3) Simplification of issues;  
24 (4) A summary of discovery conducted to date and the nature and timing of all  
25 remaining discovery;  
26 (5) Whether the parties believe an Electronic Filing and Service Order should  
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be entered;

(6) An estimate of the volume of documents and/or electronic information likely to be the subject of discovery in the case from parties and nonparties and whether there are technological means, including, but not limited to, production of electronic images rather than paper documents and any associated protocol, that may render document discovery more manageable at an acceptable cost;

(7) Identification of any and all document retention/destruction policies including electronic data, and whether a demand for presentation of electronic data has been made;

(8) The extent to which electronic discovery may be relevant to the case, to include scope, presentation, collection, review, format, search procedures and privilege;

(9) Whether the appointment of a special master or receiver is necessary and/or may aid in the prompt disposition of this action;

(10) Any special case management procedures appropriate to this case;

(11) Trial setting; and

(12) Other matters as may aid in the prompt disposition of this action.

D. Trial or lead counsel for all parties are required to attend the case management conference unless excused by the Court.

E. Parties desiring a settlement conference shall so notify the Court at the setting.

F. **Plaintiff is responsible for serving a copy of this Order upon counsel for all parties who have not formally appeared in this case as of the date of the filing of this order.**

1           **II. Pretrial Motions**

2           A.     Any requests for injunctive relief must be made with notice to the opposing  
3 party unless extraordinary circumstances exist. All parties shall advise the Court in  
4 writing if there is an agreement to consolidate the trial on the merits with the preliminary  
5 injunction hearing pursuant to NRCP 65(a)(2).  
6

7           B.     With the exception of motions in limine (see below), any motions which  
8 should be addressed prior to trial – including, without limitation, motions for summary  
9 judgment – shall be served, filed and scheduled for hearing as set forth in the applicable  
10 Trial Order. Except upon a showing of unforeseen extraordinary circumstances, the Court  
11 will not shorten time for the hearing of any such motions.  
12

13           C.     Motions in limine shall be served, filed and scheduled as set forth in the Trial  
14 Order. Except upon a showing of unforeseen extraordinary circumstances, the Court will  
15 not shorten time for the hearing of any such motions.  
16

17           **III. Discovery**

18           A.     Discovery disputes in this matter shall be handled by the District Court Judge  
19 rather than the Discovery Commissioner.  
20

21           B.     A continuance of trial does not extend the deadline for completing discovery.  
22 A request for an extension of the discovery deadline, if needed, must be presented in  
23 compliance with EDCR 2.35.  
24

25           C.     A party objecting to a written discovery request must, in the original objection,  
26 specifically detail the reasons that support the objection, and include affidavits or other  
27 evidence for any factual assertions upon which an objection is based.  
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D. Documents produced in compliance with NRCP 16.1 or in a response to a written discovery request, must be consecutively Bates stamped or numbered and accompanied by an index with a reasonably specific description of the documents.

E. Any party, whether in compliance with NRCP 16.1 or in a response to a written discovery request not producing all documents in its possession, custody or control, shall:

- (1) identify any documents withheld with sufficient particularity to support a Motion to Compel; and
- (2) state the basis for refusing to produce the documents(s).

F. If photographs are produced in compliance with NRCP 16.1 or in a response to a written discovery request, the parties are instructed to include one (1) set of color prints (Color laser copies of sufficient clarity are acceptable), accompanied by a front page index, location depicted in the photograph (with reasonable specificity) and the date the photograph was taken. If color laser copies are deposited, any party wishing to view the original photographs shall make a request to do so with the other party.

When a case is settled, counsel for the plaintiff and each unrepresented plaintiff of record shall notify the District Court Judge in writing within twenty-four (24) hours of the settlement and shall advise the Court of the identity of the party or parties who will

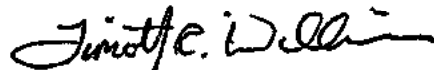
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prepare and present the judgment, dismissal, or stipulation of dismissal, which shall be presented within twenty (20) days of the notification of settlement.

Failure to comply with any provision of this Order may result in the imposition of sanctions.

DATED: July 23, 2019



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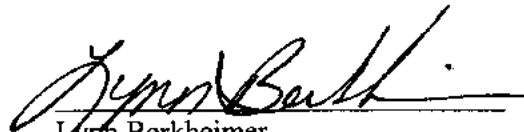
TIMOTHY C. WILLIAMS  
District Court Judge

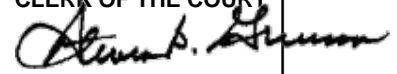
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**CERTIFICATE OF SERVICE**

I hereby certify that on or about the date filed, a copy of the foregoing **BUSINESS COURT ORDER** was E-Served, mailed or a copy was placed in the attorney's folder in the Clerk's Office as follows:

- John P. Aldrich     jaldrich@johnaldrichlawfirm.com
- Traci Bixenmann     traci@johnaldrichlawfirm.com
- Keith Greer     keith.greer@greerlaw.biz
- Kathryn Holbert     kholbert@farmercase.com
- Dianne Lyman     dianne.lyman@greerlaw.biz
- Court Filings     FNLG-Court-Filings-NV@fnf.com
- Mia Hurtado     mia.hurtado@fnf.com
- Marni Watkins     marni.watkins@fnf.com

  
Lynn Berkheimer  
Judicial Executive Assistant



1 OJPC

2  
3 DISTRICT COURT

4 CLARK COUNTY, NEVADA

5 FRONT SIGHT MANAGEMENT LLC, a  
6 Nevada Limited Liability Company,

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

7 Plaintiff,

8 vs.

9 LAS VEGAS DEVELOPMENT FUND  
10 LLC, a Nevada Limited Liability Company;  
11 EB5 IMPACT CAPITAL REGIONAL  
12 CENTER LLC, a Nevada Limited Liability  
13 Company; B5 IMPACT ADVISORS LLC,  
14 a Nevada Limited Liability Company;  
15 ROBERT W. DZIUBLA, individually and  
16 as President and CEO of LAS VEGAS  
17 DEVELOPMENT FUND LLC and EB5  
18 IMPACT ADVISORS LLC; JON  
19 FLEMING, individually and as an  
20 agent of LAS VEGAS DEVELOPMENT  
21 FUND LLC and EB5 IMPACT ADVISORS  
22 LLC; LINDA STANWOOD, individually  
23 and as Senior Vice President of LAS  
24 VEGAS DEVELOPMENT FUND LLC and  
25 EB5 IMPACT ADVISORS LLC;  
26 CHICAGO TITLE COMPANY, a  
27 California corporation; DOES 1-  
28 10, inclusive; and ROE CORPORATIONS  
1-10, inclusive,

Defendants.

AND ALL RELATED CLAIMS

HEARING DATE(S)  
ENTERED IN  
ODYSSEY  


**ORDER RE RULE 16 CONFERENCE, SETTING CIVIL JURY TRIAL,  
PRE-TRIAL/CALENDAR CALL, AND DEADLINES FOR MOTIONS;  
DISCOVERY SCHEDULING ORDER**

1 THIS BUSINESS COURT SCHEDULING ORDER SETTING TRIAL ("Scheduling  
2 Order") is entered following the Rule 16 conference conducted on August 20, 2019, pursuant to  
3 the Business Court Order previously entered herein and NRCP 16, and the Court having  
4 discussed with counsel, as appropriate, the subjects referred to in NRCP 16(c);  
5

6 NOW, THEREFORE, the Court hereby issues this Order pursuant to NRCP 16(e)  
7 reciting the action taken at such conference and scheduling trial and incidental dates and  
8 discovery and motion deadlines:

9 A. **PRELIMINARY.**

10 1. If and when there is agreement among counsel that the case is ripe for a  
11 settlement conference with a Business Court judge, counsel are to contact the departmental JEA  
12 of this Department for direction in scheduling the same. If there is no such agreement, any  
13 effort to obtain such a settlement conference should be made by motion herein.  
14

15 B. **DISCOVERY AND MOTION DEADLINES.**

16 1. All parties shall complete discovery on or before **June 5, 2020**. **The Court will**  
17 **hear any discovery motions.** However, in the event it becomes necessary, the Court may  
18 request nominations for a stand-by special master for referrals of discovery issues on a motion-  
19 by-motion basis.  
20

21 2. All parties shall file motions to amend pleadings or add parties on or before  
22 **March 5, 2020.**

23 3. All parties shall make initial expert disclosures pursuant to NRCP 16.1(a)(2) on  
24 or before **March 5, 2020.**

25 4. All parties shall make rebuttal expert disclosures pursuant to NRCP 16.1(a)(2) on  
26 or before **April 6, 2020.**  
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5. All parties shall file dispositive motions on or before **July 6, 2020**.

6. Counsel/parties in proper person are also directed to abide by EDCR 2.47 concerning the time for filing and noticing motions *in limine*. Except upon a showing of unforeseen extraordinary circumstances, the Court will not shorten time for the hearing of any such motions.

**C. TRIAL AND INCIDENTAL DATES AND OBLIGATIONS.**

1. A jury trial of the above-entitled case is set on a five week stack to begin, **5<sup>th</sup> day of October, 2020 at 9:30 a.m.**

2. A pre-trial/calendar call will be held on **September 17, 2020 at 10:30 a.m.**

3. A status check re Trial Readiness is scheduled to be held on **June 17, 2020 at 9:00 am.**

4. The Pre-Trial Memorandum must be filed no later than October 2, 2020, with a courtesy copy delivered to Department XVI. All parties, (Attorneys and parties in proper person) **MUST** comply with **All REQUIREMENTS** of EDCR 2.67, 2.68 and 2.69. Counsel should include in the Memorandum an identification of orders on all motions in limine or motions for partial summary judgment previously made, a summary of any anticipated legal issues remaining, a brief summary of the opinions to be offered by any witness to be called to offer opinion testimony as well as any objections to the opinion testimony.

5. All original depositions anticipated to be used in any manner during the trial must be delivered to the clerk prior to the firm trial date given at pre-trial/calendar call. If deposition testimony is anticipated to be used in lieu of live testimony, a designation (by page/line citation) of the portions of the testimony to be offered must be filed and served by facsimile or hand, two (2) judicial days prior to the firm trial date given at the pre-trial/calendar



1 call. Any objections or counter-designations (by page/line citation) of testimony must be filed  
2 and served by facsimile or hand, one (1) judicial day prior to the firm trial date given at the pre-  
3 trial/calendar call. Counsel shall advise the clerk prior to publication.

4  
5 6. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits.  
6 All exhibits must comply with EDCR 2.27. Two (2) sets must be three-hole punched and  
7 placed in three ring binders along with the exhibit list. The sets must be delivered to the clerk  
8 prior to the firm trial date given at the pre-trial/calendar call. Any demonstrative exhibits  
9 including exemplars anticipated to be used must be disclosed prior to the calendar call.  
10 Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or make specific objections to  
11 individual proposed exhibits. Unless otherwise agreed to by the parties, demonstrative exhibits  
12 are marked for identification but not admitted into evidence.

13  
14 7. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to  
15 be included in the Jury Notebook. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate  
16 or make specific objections to items to be included in the Jury Notebook.

17 8. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to  
18 the jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side  
19 shall provide the Court an agreed set of jury instructions and proposed form of verdict along  
20 with any additional proposed jury instructions with an electronic copy in Word format.

21  
22 **Failure of the designated trial attorney or any party appearing in proper person to**  
23 **appear for any court appearances or to comply with this Order shall result in any of the**  
24 **following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4)**  
25 **vacation of trial date; and/or any other appropriate remedy or sanction.**  
26  
27

1            *Counsel is asked to notify the Court Reporter at least two (2) weeks in advance if they*  
2 *are going to require daily copies of the transcripts of this trial or real time court reporting.*  
3 *Failure to do so may result in a delay in the production of the transcripts or the availability of*  
4 *real time court reporting.*

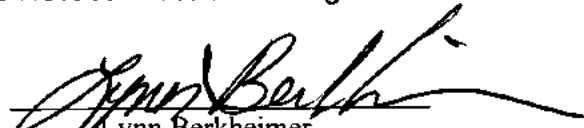
5  
6            Counsel is required to advise the Court immediately when the case settles or is otherwise  
7 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate  
8 whether a Scheduling Order has been filed and, if a trial date has been set, the date of that trial.  
9 A copy should be given to Chambers.

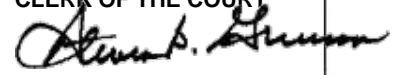
10            DATED this 20<sup>th</sup> day of August, 2019.

11  
12              
13            TIMOTHY C. WILLIAMS  
14            DISTRICT JUDGE

15            **CERTIFICATE OF SERVICE**

16            I hereby certify that on or about the date signed, I served a true and correct copy  
17 upon the parties by electronic transmission through the Eighth Judicial District Court E-  
18 Filing System in accordance with the mandatory electronic service requirements of  
19 Administrative Order 14-2 and the Nevada Electronic Filing and Conversation Rules.

20              
21            Lynn Berkheimer  
22            Judicial Executive Assistant



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4 kholbert@farmercase.com  
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Las Vegas, NV 89123  
6 Telephone: (702) 579-3900  
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Keith.greer@greerlaw.biz  
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Telephone: (858) 613-6677  
11 Facsimile: (858) 613-6680

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

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

17 FRONT SIGHT MANAGEMENT, LLC., a )  
18 Nevada Limited Liability Company, )  
19 Plaintiff, )  
20 v. )  
21 LAS VEGAS DEVELOPMENT FUND LLC, )  
a Nevada Limited Liability Company, EB5 )  
22 IMPACT CAPITAL REGIONAL CENTER )  
LLC, a Nevada Limited Company, EB5 )  
23 IMPACT ADVISORS LLC, a Nevada )  
Limited Liability Company; ROBERT W. )  
24 DZIUBLA, individually and as President and )  
CEO of LAS VEGAS DEVELOPMENT )  
25 FUND LLC and EB5 IMPACT ADVISORS )  
LLC; JON FLEMING, individually and as an )  
26 agent of LAS VEGAS DEVELOPMENT )  
FUND LLC and EB5 IMPACT ADVISORS )

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

**NOTICE OF ENTRY OF ORDER**  
**GRANTING IN PART AND**  
**DENYING IN PART COUNTER**  
**DEFENDANTS' MOTIONS TO**  
**DISMISS COUNTER CLAIM**

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 IN PART AND DENYING IN PART  
COUNTER DEFENDANTS' MOTIONS TO DISMISS COUNTER CLAIM**

1 LLC; LINDA STANWOOD, individually and )  
2 as Senior Vice President of LAS VEGAS )  
3 DEVELOPMENT FUND LLC and EB5 )  
4 IMPACT ADVISORS LLC; CHICAGO )  
5 TITLE COMPANY, a California corporation; )  
6 DOES 1-10, inclusive; and ROE )  
7 CORPORATIONS 1-10, inclusive, )

8 Defendants.

9 \_\_\_\_\_ )  
10 and related Cross-Claims. )  
11 \_\_\_\_\_ )

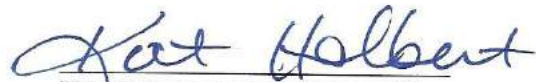
12 **NOTICE OF ENTRY OF ORDER GRANTING IN PART AND**  
13 **DENYING IN PART COUNTER DEFENDANTS'**  
14 **MOTIONS TO DISMISS COUNTER CLAIM**

15 PLEASE TAKE NOTICE THAT on the 13th day of September, 2019, an Order Granting  
16 in Party and Denying in Party Counter Defendants Motion to Dismiss Counter Claim was entered  
17 on the Court docket regarding the above referenced case.

18 A copy of said Order is attached hereto as Exhibit A.

19 DATED this 13<sup>th</sup> day of September, 2019.

FARMER CASE & FEDOR



KATHRYN HOLBERT, ESQ.  
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LAS VEGAS DEVELOPMENT FUND  
LLC., EB5 IMPACT CAPITAL REGIONAL  
CENTER, LLC, EB6 IMPACT ADVISORS,  
LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

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

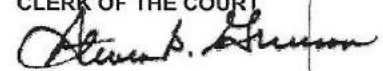
**NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART  
COUNTER DEFENDANTS' MOTIONS TO DISMISS COUNTER CLAIM**

28 Page 2 of 3



# EXHIBIT A

# EXHIBIT A



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**ORDR**  
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Attorneys for Defendants  
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EB5 IMPACT CAPITAL REGIONAL CENTER, LLC,  
EB6 IMPACT ADVISORS, LLC, ROBERT W. DZIUBLA,  
JON FLEMING and LINDA STANWOOD

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

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

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

**ORDER GRANTING IN PART  
AND DENYING IN PART  
COUNTER DEFENDANTS'  
MOTIONS TO DISMISS  
COUNTER CLAIM**

Hearing Date: August 20, 2019  
Hearing Time: 10:30 a.m.

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

**ORDER GRANTING IN PART AND DENYING IN PART COUNTER DEFENDANTS  
MOTIONS TO DISMISS COUNTER CLAIM**

1 LLC; LINDA STANWOOD, individually and )  
as Senior Vice President of LAS VEGAS )  
2 DEVELOPMENT FUND LLC and EB5 )  
IMPACT ADVISORS LLC; CHICAGO )  
3 TITLE COMPANY, a California corporation; )  
DOES 1-10, inclusive; and ROE )  
4 CORPORATIONS 1-10, inclusive, )  
5 Defendants. )

6 \_\_\_\_\_ )  
and related Cross-Claims. )  
7 \_\_\_\_\_ )

8 **ORDER GRANTING IN PART AND DENYING IN PART COUNTER**  
9 **DEFENDANTS' MOTIONS TO DISMISS COUNTER CLAIM**

10 This matter having come before the Court on August 20, 2019 at 10:30 a.m. on Counter  
11 Defendants' Front Sight Management, LLC; Ignatius Piazza, individually and as Trustee of  
12 and/or beneficiary of the VNV Dynasty Trusts I and II; Jennifer Piazza, individually and as  
13 Trustee of and/or beneficiary of the VNV Dynasty Trusts I and II and the VNV Dynasty Trusts I  
14 and II's Motions to Dismiss Defendants' Counter Claim; John Aldrich, Esq. with Aldrich Law  
15 Firm, Ltd., appearing in person on behalf of Plaintiff and Counter Defendants; Keith Greer, Esq.  
16 with Greer and Associates and Kathryn Holbert, Esq. with Farmer Case and Fedor appearing in  
17 person on behalf of Defendants and Counter Claimants and Mr. Robert Dziubla also personally  
18 appearing for himself and on behalf the entity Defendants and Counter Claimants; the Court  
19 having reviewed the pleading and having heard argument and stipulations by counsel and good  
20 cause appearing therefore, hereby finds as follows:  
21

22 1. Counter Claimants have agreed to voluntarily dismiss their First Cause of  
23 Action, Breach of Contract and their Second Cause of Action, Breach of the Covenant of Good  
24 Faith and Fair Dealing as against all Counter Defendants.  
25

26 ///

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

28 **ORDER GRANTING IN PART AND DENYING IN PART COUNTER DEFENDANTS**  
**MOTIONS TO DISMISS COUNTER CLAIM**



1                   2.     That as Counter Claimants have not alleged that Counter Defendant  
2 Jennifer Piazza has any ownership interest in the subject real property, Counter Claimants claim  
3 for waste as against Jennifer Piazza fails as a matter of law.

4                   Based upon the above findings of fact and for good cause appearing therefore,

5                   **IT IS HEREBY ORDERED** that Cross Claimants First Cause of Action, Breach of  
6 Contract and Counter Claimants Second Cause of Action, Breach of the Covenant of Good Faith  
7 and Fair Dealing shall be and is hereby dismissed as against all Counter Defendants.

8                   **IT IS FURTHER ORDERED** that Counter Claimants' Seventh Cause of Action for  
9 Waste shall be and is hereby dismissed as against Counter Defendant Jennifer Piazza only.

10                   **IT IS FURTHER ORDERED** that Counter Defendants' Motions to Dismiss are denied  
11 as to all other causes of actions against all other Counter Defendants.

12                   **IT IS SO ORDERED.**

13                   DATED this 12<sup>th</sup> day of September, 2019.

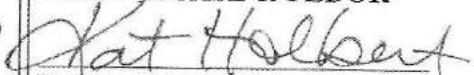
14                     
15                   DISTRICT COURT JUDGE  
16                   A-18-781084-B  
17                   Dept 16

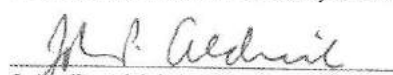
18                   Respectfully submitted by:

19                   Approved as to form and content:

20                   **FARMER CASE & FEDOR**

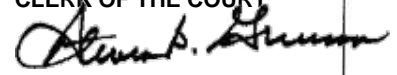
21                   **ALDRICH LAW FIRM, LTD.**

22                     
23                   Kathryn Holbert, Esq.  
24                   Nevada Bar No. 10084  
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29                   Attorneys for Defendants LAS VEGAS  
30                   DEVELOPMENT FUND LLC, EB5 IMPACT  
31                   CAPITAL REGIONAL CENTER LLC, EB5  
32                   IMPACT ADVISORS LLC, ROBERT W.  
33                   DZIUBLA, JON FLEMING and LINDA  
34                   STANWOOD

35                     
36                   John P. Aldrich, Esq.  
37                   Nevada Bar No. 6877  
38                   Catherine Hernandez, Esq.  
39                   Nevada Bar No. 8410  
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44                   Attorneys for Plaintiff FRONT SIGHT  
45                   MANAGEMENT LLC

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

47                   **ORDER GRANTING IN PART AND DENYING IN PART COUNTER DEFENDANTS**  
48                   **MOTIONS TO DISMISS COUNTER CLAIM**



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

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

18 FRONT SIGHT MANAGEMENT, LLC., a )  
 Nevada Limited Liability Company, )  
 19 Plaintiff, )  
 20 v. )  
 21 LAS VEGAS DEVELOPMENT FUND LLC, )  
 a Nevada Limited Liability Company, EB5 )  
 22 IMPACT CAPITAL REGIONAL CENTER )  
 LLC, a Nevada Limited Company, EB5 )  
 23 IMPACT ADVISORS LLC, a Nevada )  
 Limited Liability Company; ROBERT W. )  
 24 DZIUBLA, individually and as President and )  
 CEO of LAS VEGAS DEVELOPMENT )  
 25 FUND LLC and EB5 IMPACT ADVISORS )  
 LLC; JON FLEMING, individually and as an )  
 26 agent of LAS VEGAS DEVELOPMENT )  
 FUND LLC and EB5 IMPACT ADVISORS )

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

) **NOTICE OF ENTRY OF ORDER**  
 ) **DENYING PLAINTIFF'S MOTION**  
 ) **FOR TEMPORARY**  
 ) **RESTRAINING ODER AND**  
 ) **PRELIMINARY INJUNCTION**  
 ) **RELATED TO INVESTOR FUNDS**  
 ) **AND INTEREST PAYMENTS**

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
 28 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ODER**  
**AND PRELIMINARY INJUNCTION RELATED TO INVESTOR FUNDS AND INTEREST PAYMENTS**

1 LLC; LINDA STANWOOD, individually and )  
2 as Senior Vice President of LAS VEGAS )  
3 DEVELOPMENT FUND LLC and EB5 )  
4 IMPACT ADVISORS LLC; CHICAGO )  
5 TITLE COMPANY, a California corporation; )  
6 DOES 1-10, inclusive; and ROE )  
7 CORPORATIONS 1-10, inclusive, )  
8  
9 Defendants. )

10 \_\_\_\_\_ )  
11 and related Cross-Claims. )  
12 \_\_\_\_\_ )

13 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR**  
14 **TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**  
15 **RELATED TO INVESTOR FUNDS AND INTEREST PAYMENTS**

16 PLEASE TAKE NOTICE THAT on the 13th day of September, 2019, an Order  
17 regarding Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction Related  
18 to Investor Funds and Interest Payments was entered on the Court docket regarding the above  
19 referenced case.

20 A copy of said Order is attached hereto as Exhibit A.

21 DATED this 13<sup>th</sup> day of September, 2019.

FARMER CASE & FEDOR

22 

23 KATHRYN HOLBERT, ESQ.  
24 Nevada Bar No. 10084  
25 2190 E. Pebble Rd., Suite #205  
26 Las Vegas, NV 89123  
27 Telephone: (702) 579-3900  
28 kholbert@farmercase.com  
Attorney for Defendants  
LAS VEGAS DEVELOPMENT FUND  
LLC., EB5 IMPACT CAPITAL REGIONAL  
CENTER, LLC, EB6 IMPACT ADVISORS,  
LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

29 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
30 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER**  
31 **AND PRELIMINARY INJUNCTION RELATED TO INVESTOR FUNDS AND INTEREST PAYMENTS**

1 **CERTIFICATE OF SERVICE and/or MAILING**

2 Pursuant to NRCF 5(b), I hereby certify that I am an employee of Farmer Case & Fedor,  
3 and that on this date, I caused true and correct copies of the following document(s):  
4

5 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR**  
6 **TEMPORARY RESTRAINING ODER AND PRELIMINARY INJUNCTION**  
7 **RELATED TO INVESTOR FUNDS AND INTEREST PAYMENTS**

8 to be served on the following individuals/entities, in the following manner,

9 John P. Aldrich, Esq. Attorneys for Plaintiff  
10 Catherine Hernandez, Esq. FRONT SIGHT MANAGEMENT, LLC  
11 ALDRICH LAW FIRM, LTD.  
1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146

12 By:

13 ■ **ELECTRONIC SERVICE:** Said document(s) was served electronically upon all eligible  
14 electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

15 ■ **U.S. MAIL:** I deposited a true and correct copy of said document(s) in a sealed, postage  
16 prepaid envelope, in the United States Mail, to those parties and/or above named individuals  
which were not on the Court's electronic service list.

17 □ **FACSIMILE:** I caused said document(s) to be transmitted by facsimile transmission. The  
18 sending facsimile machine properly issued a transmission report confirming that the transmission  
was complete and without error.

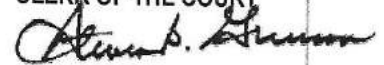
19 Dated: September <sup>13<sup>th</sup></sup> 2019

20  
21  
22   
An Employee of FARMER CASE & FEDOR

23  
24  
25  
26  
27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
28 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ODER  
AND PRELIMINARY INJUNCTION RELATED TO INVESTOR FUNDS AND INTEREST PAYMENTS**

# EXHIBIT A

# EXHIBIT A



1 **ORDR**  
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22 Attorneys for Defendants  
23 LAS VEGAS DEVELOPMENT FUND LLC,  
24 EB5 IMPACT CAPITAL REGIONAL CENTER, LLC,  
25 EB6 IMPACT ADVISORS, LLC, ROBERT W. DZIUBLA,  
26 JON FLEMING and LINDA STANWOOD

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

29 FRONT SIGHT MANAGEMENT, LLC., a )  
30 Nevada Limited Liability Company, )  
31 )  
32 Plaintiff, )  
33 v. )  
34 )  
35 LAS VEGAS DEVELOPMENT FUND LLC, )  
36 a Nevada Limited Liability Company, EB5 )  
37 IMPACT CAPITAL REGIONAL CENTER )  
38 LLC, a Nevada Limited Company, EB5 )  
39 IMPACT ADVISORS LLC, a Nevada )  
40 Limited Liability Company: ROBERT W. )  
41 DZIUBLA, individually and as President and )  
42 CEO of LAS VEGAS DEVELOPMENT )  
43 FUND LLC and EB5 IMPACT ADVISORS )  
44 LLC; JON FLEMING, individually and as an )  
45 agent of LAS VEGAS DEVELOPMENT )  
46 FUND LLC and EB5 IMPACT ADVISORS )

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

**ORDER DENYING PLAINTIFF'S**  
**MOTION FOR TEMPORARY**  
**RESTRAINING ORDER AND**  
**PRELIMINARY INJUNCTION**  
**RELATED TO INVESTOR FUNDS**  
**AND INTEREST PAYMENTS**

Hearing Date: August 20, 2019  
Hearing Time: 10:30 a.m.

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
28 **ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY**  
**INJUNCTION RELATED TO INVESTOR FUNDS AND INTEREST PAYMENTS**

SEP 19 2019

1 LLC; LINDA STANWOOD, individually and )  
2 as Senior Vice President of LAS VEGAS )  
3 DEVELOPMENT FUND LLC and EB5 )  
4 IMPACT ADVISORS LLC; CHICAGO )  
5 TITLE COMPANY, a California corporation; )  
6 DOES 1-10, inclusive; and ROE )  
7 CORPORATIONS 1-10, inclusive, )  
8 Defendants. )

9 and related Cross-Claims. )

10 **ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY**  
11 **RESTRAINING ORDER AND PRELIMINARY INJUNCTION RELATED**  
12 **TO INVESTOR FUNDS AND INTEREST PAYMENTS**

13 This matter having come before the Court on August 20, 2019 at 10:30 a.m. on Plaintiff's  
14 Motion for Temporary Restraining Order and Preliminary Injunction related to Investor Funds  
15 and Interest Payments; John Aldrich, Esq. with Aldrich Law Firm, Ltd., appearing in person on  
16 behalf of Plaintiff; Keith Greer, Esq. with Greer and Associates and Kathryn Holbert, Esq. with  
17 Farmer Case and Fedor appearing in person on behalf of Defendants and Mr. Robert Dziubla  
18 also personally appearing for himself and on behalf the entity Defendants; the Court having  
19 reviewed the pleading and having heard argument by counsel and good cause appearing  
20 therefore, and pursuant to the findings of facts as were set forth on the record;

21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///

1           **IT IS HEREBY ORDERED** that Plaintiff's Motion for Temporary Restraining Order  
2 and Preliminary Injunction related to Investor Funds and Interest Payments is DENIED.

3           **IT IS SO ORDERED.**

4 DATED this 12<sup>th</sup> day of September, 2019.



**DISTRICT COURT JUDGE**

A-18-781084-B

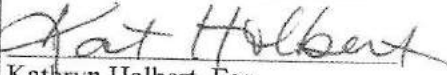
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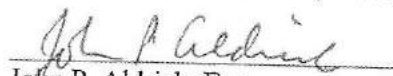
5  
6  
7 Respectfully submitted by:

Approved as to form and content:

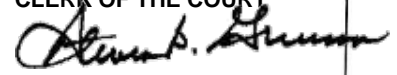
8 **FARMER CASE & FEDOR**

**ALDRICH LAW FIRM, LTD.**

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17 DEVELOPMENT FUND LLC, EB5 IMPACT  
18 CAPITAL REGIONAL CENTER LLC, EB5  
19 IMPACT ADVISORS LLC, ROBERT W.  
20 DZIUBLA, JON FLEMING and LINDA  
21 STANWOOD*

  
22 John P. Aldrich, Esq.  
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24 Catherine Hernandez, Esq.  
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*Attorneys for Plaintiff FRONT SIGHT  
MANAGEMENT LLC*





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3 **KATHRYN HOLBERT, ESQ.**  
Nevada Bar No. 10084  
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12 Attorneys for Defendants  
LAS VEGAS DEVELOPMENT FUND LLC,  
13 EB5 IMPACT CAPITAL REGIONAL CENTER, LLC,  
EB6 IMPACT ADVISORS, LLC, ROBERT W. DZIUBLA,  
14 JON FLEMING and LINDA STANWOOD

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

18 FRONT SIGHT MANAGEMENT, LLC., a )  
Nevada Limited Liability Company, )  
19 Plaintiff, )  
20 v. )  
21 LAS VEGAS DEVELOPMENT FUND LLC, )  
a Nevada Limited Liability Company, EB5 )  
22 IMPACT CAPITAL REGIONAL CENTER )  
LLC, a Nevada Limited Company, EB5 )  
23 IMPACT ADVISORS LLC, a Nevada )  
Limited Liability Company; ROBERT W. )  
DZIUBLA, individually and as President and )  
24 CEO of LAS VEGAS DEVELOPMENT )  
FUND LLC and EB5 IMPACT ADVISORS )  
25 LLC; JON FLEMING, individually and as an )  
agent of LAS VEGAS DEVELOPMENT )  
26 FUND LLC and EB5 IMPACT ADVISORS )

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

**NOTICE OF ENTRY OF ORDER**  
**STAYING ALL SUBPOENAS FOR**  
**DOCUMENTS AND**  
**DEPOSITIONS WHICH WERE**  
**SERVED ON NON-PARTIES**  
**BY PLAINTIFF**

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
28 **NOTICE OF ENTRY OF ORDER STAYING ALL SUBPOENAS FOR DOCUMENTS AND DEPOSITIONS**  
**WHICH WERE SERVED ON NON-PARTIES BY PLAINTIFF**

1 LLC; LINDA STANWOOD, individually and )  
2 as Senior Vice President of LAS VEGAS )  
3 DEVELOPMENT FUND LLC and EB5 )  
4 IMPACT ADVISORS LLC; CHICAGO )  
5 TITLE COMPANY, a California corporation; )  
6 DOES 1-10, inclusive; and ROE )  
7 CORPORATIONS 1-10, inclusive, )

8 Defendants.

9 \_\_\_\_\_ )  
10 and related Cross-Claims. )  
11 \_\_\_\_\_ )

12 **NOTICE OF ENTRY OF ORDER STAYING ALL SUBPOENAS**  
13 **FOR DOCUMENTS AND DEPOSITIONS WHICH WERE**  
14 **SERVED ON NON-PARTIES BY PLAINTIFF**

15 PLEASE TAKE NOTICE THAT on the 13th day of September, 2019, an Order Staying  
16 all Subpoenas for Documents and Depositions which were served on Non-Parties by Plaintiff was  
17 entered on the Court docket regarding the above referenced case.

18 A copy of said Order is attached hereto as Exhibit A.

19 DATED this 13<sup>th</sup> day of September, 2019.

FARMER CASE & FEDOR

20 

21 KATHRYN HOLBERT, ESQ.  
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27 Attorney for Defendants  
28 LAS VEGAS DEVELOPMENT FUND  
LLC., EB5 IMPACT CAPITAL REGIONAL  
CENTER, LLC, EB6 IMPACT ADVISORS,  
LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

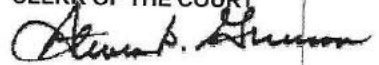
29 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*

30 **NOTICE OF ENTRY OF ORDER STAYING ALL SUBPOENAS FOR DOCUMENTS AND DEPOSITIONS**  
31 **WHICH WERE SERVED ON NON-PARTIES BY PLAINTIFF**



# EXHIBIT A

# EXHIBIT A



1 **ORDR**  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 [tcase@farmercase.com](mailto:tcase@farmercase.com)  
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21 Attorneys for Defendants  
22 LAS VEGAS DEVELOPMENT FUND LLC,  
23 EB5 IMPACT CAPITAL REGIONAL CENTER, LLC,  
24 EB6 IMPACT ADVISORS, LLC, ROBERT W. DZIUBLA,  
25 JON FLEMING and LINDA STANWOOD

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

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

Plaintiff,

v.

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

CASE NO.: A-18-781084-B

DEPT NO.: XVI

**ORDER STAYING ALL**  
**SUBPOENAS FOR DOCUMENTS**  
**AND DEPOSITIONS WHICH**  
**WERE SERVED ON NON-**  
**PARTIES BY PLAINTIFF**

Hearing Date: September 3, 2019  
Hearing Time: 3:00 p.m.

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

**ORDER STAYING ALL SUBPOENAS FOR DOCUMENTS AND DEPOSITIONS  
WHICH WERE SERVED ON NON-PARTIES BY PLAINTIFF**

SEP 11 2019

1 LLC; LINDA STANWOOD, individually and )  
as Senior Vice President of LAS VEGAS )  
2 DEVELOPMENT FUND LLC and EB5 )  
IMPACT ADVISORS LLC; CHICAGO )  
3 TITLE COMPANY, a California corporation; )  
DOES 1-10, inclusive; and ROE )  
4 CORPORATIONS 1-10, inclusive, )  
5 Defendants. )

6  
7 **ORDER STAYING ALL SUBPOENAS FOR DOCUMENTS**  
8 **AND DEPOSITIONS WHICH WERE SERVED ON**  
9 **NON-PARTIES BY PLAINTIFF**

10 This matter having come before the Court on September 3, 2019 at 3:00 p.m. on  
11 Plaintiff's Motion to Reschedule the hearing set for September 5, 2019 regarding Plaintiff's  
12 Motion for Preliminary Injunction regarding foreclosure and Defendants Motions to Quash  
13 numerous subpoenas for document and deposition which Plaintiff served upon non-parties.; John  
14 Aldrich, Esq. with Aldrich Law Firm, Ltd., appearing telephonically on behalf of Plaintiff; Keith  
15 Greer, Esq. with Greer and Associates and Kathryn Holbert, Esq. with Farmer Case and Fedor,  
16 appearing telephonically on behalf of Defendants, and Mr. Robert Dziubla also appearing  
17 telephonically for himself and on behalf the entity Defendants; the Court having reviewed  
18 Plaintiff's request to continue the September 5, 2019 hearing, and the Court having considered  
19 Defendants' oral request to stay all subpoenas issued to third parties, and good cause appearing  
20 therefore, hereby finds as follows:

21  
22 1. That Plaintiff's counsel's personal circumstances constitute good cause to  
23 continue the hearing set for September 5, 2019.

24 2. That because the new hearing date of September 20, 2019 is after the date  
25 for production regarding at least some of Plaintiff's subpoenas to non-parties, it is in the best  
26 interests of fairness and justice to stay production by all non-parties, specifically to include  
27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*

28 **ORDER STAYING ALL SUBPOENAS FOR DOCUMENTS AND DEPOSITIONS  
WHICH WERE SERVED ON NON-PARTIES BY PLAINTIFF**

1 David C. Keller, Jay Carter, Empyrean West, Sean Flynn, Wells Fargo Bank, Bank of Hope,  
2 Open Bank, and Signature Bank pursuant to the subpoenas and/or any amended subpoenas  
3 issued by Plaintiff until after the Court has an opportunity to hear and decide Defendants'  
4 motions to quash and/or motions for protective orders, the hearing on which has now been  
5 continued to September 20, 2019 at 9:15 a.m.  
6

7 Based upon the above findings of fact and for good cause appearing therefore,

8 **IT IS HEREBY ORDERED** that Defendants' Motions to Quash and/or Motions for  
9 Protective Order which were previously set for hearing on September 5, 2019 at 9:30 a.m. shall  
10 be continued to September 20, 2019 at 9:15 a.m.

11 **IT IS FURTHER ORDERED** that production of any documents by any non-party,  
12 specifically to include David C. Keller, Jay Carter, Empyrean West, Sean Flynn, Wells Fargo  
13 Bank, Bank of Hope, Open Bank, and Signature Bank to Plaintiff and/or Plaintiff's counsel is  
14 hereby prohibited and stayed until further order of this Court.  
15


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27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept. No.: XVI  
28 **ORDER STAYING ALL SUBPOENAS FOR DOCUMENTS AND DEPOSITIONS  
WHICH WERE SERVED ON NON-PARTIES BY PLAINTIFF**

1           **IT IS FURTHER ORDERED** that any deposition of any non-party, specifically to  
2 include David C. Keller, Jay Carter, Jay Carter on behalf of Emphyrean West or Sean Flynn is  
3 hereby prohibited and stayed until further order of this Court.

4           **IT IS SO ORDERED.**

5           DATED this 12<sup>th</sup> ~~August~~ <sup>September</sup> day of 2019.

  
DISTRICT COURT JUDGE

A-18-781084-B

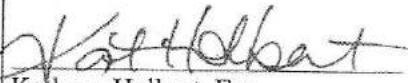
Dept 16

6  
7  
8           Respectfully submitted by:

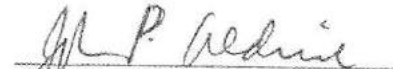
Approved as to form and content:

9           **FARMER CASE & FEDOR**

**ALDRICH LAW FIRM, LTD.**

10  
11 

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DEVELOPMENT FUND LLC, EB5 IMPACT  
CAPITAL REGIONAL CENTER LLC, EB5  
IMPACT ADVISORS LLC, ROBERT W.  
DZIUBLA, JON FLEMING and LINDA  
STANWOOD*

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John P. Aldrich, Esq.  
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*Attorneys for Plaintiff FRONT SIGHT  
MANAGEMENT LLC*

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

**ORDER STAYING ALL SUBPOENAS FOR DOCUMENTS AND DEPOSITIONS  
WHICH WERE SERVED ON NON-PARTIES BY PLAINTIFF**

Page 4 of 4





**MOT**

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Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
Matthew B. Beckstead, Esq.  
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*Attorneys for Plaintiff*

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

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

**PLAINTIFF'S MOTION FOR  
SANCTIONS**

**HEARING REQUESTED**

AND ALL RELATED COUNTERCLAIMS.

COMES NOW Plaintiff FRONT SIGHT MANAGEMENT, LLC ("Plaintiff" or "Front Sight"), by and through its attorneys, John P. Aldrich, Esq., Catherine Hernandez, Esq., and Matthew B. Beckstead, Esq., of the Aldrich Law Firm, Ltd., and hereby moves the Court for an order of sanctions against Defendant EB5 Impact Advisors LLC and its officers and members (collectively "EB5IA") for Defendant EB5IA's violation of the Court's Order to produce a full accounting and failure to produce a full accounting pursuant to this Court's Order, and for Defendants' EB5IA and Dziubla's intentional spoliation of key evidence in this case.

1 Defendants EB5IA and Dziubla intentionally discarded receipts, invoices, and other  
2 records normally retained in the ordinary course of business for accounting purposes. That  
3 evidence is relevant to this litigation, but in an intentional act to destroy evidence, Defendant  
4 Robert Dziubla, the CEO of Defendant EB5IA and a California-licensed attorney, threw out  
5 what Plaintiff believes to be hundreds if not thousands of pages of documents that are relevant to  
6 this matter. Therefore, the Court should strike EB5IA's Answer or, in the alternative, give an  
7 adverse inference instruction that the records EB5IA should have retained and produced would  
8 support Front Sight's claims of fraud, misrepresentation, concealment, conversion, breach of  
9 contract, and civil conspiracy. In addition, the Court should sanction EB5IA in an amount equal  
10 to the amount of money Defendant EB5IA took from Plaintiff that Defendant EB5IA cannot  
11 prove was used properly to market the Front Sight project.

12 Plaintiff's Motion for Sanctions is made and based on the attached memorandum of  
13 points and authorities and supporting documentation, the papers and pleadings on file in this  
14 action, and any oral argument this Court may allow.

15 DATED this 17<sup>th</sup> day of September, 2019.

16 **ALDRICH LAW FIRM, LTD.**

17 /s/ John P. Aldrich

18 John P. Aldrich, Esq.

19 Nevada Bar No. 6877

Catherine Hernandez, Esq.

20 Nevada Bar No. 8410

Matthew B. Beckstead, Esq.

21 Nevada Bar No. 14168

7866 West Sahara Avenue

22 Las Vegas, Nevada 89117

Telephone: (702) 853-5490

23 Facsimile: (702) 227-1975

24 *Attorneys for Plaintiff/Counterdefendants*

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 STATEMENT OF FACTS

4 The Court is well aware of the facts and the various claims and counterclaims asserted in  
5 this case. Consequently, Plaintiff will not set forth those allegations in detail here.

6 On November 26, 2018, the Court ordered EB5IA to “provide Plaintiff with an  
7 accounting of all funds it has received from Front Sight. Said accounting must include all money  
8 received from Plaintiff by EB5 Impact Advisors LLC, how all funds were spent, identification of  
9 who received any portion of the funds, and any and all documentation to support payments made  
10 or funds spent.” (See Notice of Entry of Order on Plaintiff’s Petition for Appointment of  
11 Receiver and for an Accounting filed on November 27, 2018 attached hereto as **Exhibit 1.**)

12 On January 4, 2019, Plaintiff filed its Second Amended Complaint setting forth causes of  
13 action for: (1) Fraud/Intentional Misrepresentation/Concealment; (2) Breach of Fiduciary Duty;  
14 (3) Conversion; (4) Civil Conspiracy; (5) Breach of Contract; (6) Contractual Breach of Implied  
15 Covenant of Good Faith and Fair Dealing; (7) Tortious Breach of Implied Covenant of Good  
16 Faith and Fair Dealing; (8) Intentional Interference with Prospective Economic Advantage; (9)  
17 Unjust Enrichment; (10) Negligent Misrepresentation; (11) Negligence; and (12) Alter Ego.

18 On January 18, 2019, after Defendant EB5IA failed to comply with the Court’s Order,  
19 Plaintiff filed a Motion to Compel and for Sanctions. On April 10, 2019, the Court again ordered  
20 EB5IA to “provide Plaintiff with an accounting of all funds it has received from Front Sight.  
21 Said accounting must include all money received from Plaintiff by EB5 Impact Advisors LLC,  
22 how all funds were spent, identification of who received any portion of the funds, and any and all  
23 documentation to support payments made or funds spent.” (See Notice of Entry of Order on  
24

1 Plaintiff's Motion to Compel and for Sanctions filed on April 10, 2019 attached hereto as  
2 **Exhibit 2.**)

3 In an alleged attempt to comply with this Court's Order, EB5IA produced an "Updated  
4 Declaration of Robert W. Dziubla Re – Accounting" dated April 3, 2019, and certain documents  
5 attached as Exhibits A-D. (*See Evid. Hrg. Exhibit 46.*) The exhibits include: (A) an alleged  
6 copy of the Budget and Timeline that was attached to the engagement letter dated February 14,  
7 2013; (B) an alleged copy of EB5IA's QuickBooks transaction ledger showing over \$300,000.00  
8 in payments received from Front Sight for the period February 2013 through March 2018; (C) an  
9 alleged copy of EB5IA's QuickBooks transaction ledger showing expenses in excess of  
10 payments received from Front Sight from February 2013 through August 2018; and (D) an  
11 alleged copy of EB5IA's QuickBooks transaction ledger showing contributions from EB5  
12 Impact Capital Regional Center LLC from 2013 through 2017.

13 On June 3, 2019, the Court commenced an evidentiary hearing related to Plaintiff's  
14 Motion for Preliminary Injunction. Regarding EB5IA's financial records, Dziubla testified:

15 **Q. And did you keep records such as receipts and invoices related to the**  
16 **expenditures of EB-5IA?**

17 A. We had credit card statements, and we kept them for a while. And then **we**  
18 **tossed them** a few years -- you know, later on after time had passed simply  
19 because time had passed and we had bank statements, credit card statements,  
20 checks, and, you know, our QuickBooks ledger.

21 Q. So you're telling me that you tossed the underlying records?

22 A. Many times we didn't even have the records. We had the bank statements. We  
23 had debit cards. We didn't have credit cards. So generally speaking, we put it  
24 through the debit card and it showed up on the bank statement.

25 **Q. And so you didn't keep the receipt related to the expenses that would show**  
26 **up on the bank statement?**

27 A. **No.**

28 Q. Did you ever keep any receipts for the expenses that would show up on the  
29 bank statements?

30 A. Some of them, yes. If they came -- if we were paying with checks, we would  
31 often keep the invoices.

32 **Q. Did you file taxes for EB-5IA every year?**

1 A. I'm not sure if -- **I think we did, but I'm not sure if my accountants rolled it up into the upstream entities or not.** I'd have to look.

2 Q. **And you didn't have to provide receipts and invoices to your accountant so you could do taxes?**

3 A. **We gave them what we had and gave them the bank statements and the credit cards statements.**

4 Q. Have you disposed of any receipts, invoices, or underlying documentation for expenses from EB-5IA since it was dissolved?

5 A. No.

6 Q. You're aware that in this litigation plaintiff brought a motion to compel an accounting, correct?

7 A. Yes.

8 Q. And that motion was granted, correct?

9 A. Yes.

10 Q. And you, through your counsel, have provided documents to plaintiff, correct?

11 A. Yes.

12 Q. **Have you provided every document that you have that relates to that order compelling the accounting?**

13 A. **Yes.**

14 (See June 3, 2019 Evid. Hrg. Tr., p. 48, l. 12 – p. 50, l. 6.) (Emphasis added).

15 Moreover, Nye County recently filed criminal charges against Defendants Dziubla and Fleming in connection with the misrepresentations made by Defendants to Front Sight.

## 16 **II.**

### 17 **LEGAL ARGUMENT**

#### 18 **A. SANCTIONS AGAINST EB5IA ARE APPROPRIATE FOR ITS SPOILIATION OF EVIDENCE BY DISPOSING OF DOCUMENTS HIGHLY RELEVANT TO MATERIAL ISSUES IN THIS CASE**

19 Sanctions are within the power of the district court and will not be reversed absent an abuse of discretion. *GNLV Corp. v. Serv. Control Corp.*, 111 Nev. 866, 869, 900 P.2d 323, 325 (1995). An adverse inference is appropriate when evidence is lost or destroyed through negligence. *Bass-Davis v. Davis*, 122 Nev. 442, 448-49, 134 P.3d 103, 106-07 (2006).

22 The Court ordered EB5IA produce an accounting of: (1) all money received from Front Sight; (2) how all funds were spent; and (3) identification of who received any portion of the

1 funds. The Court also ordered EB5IA produce “any and all documentation to support payments  
2 made or funds spent.”

3 Dziubla testified that he approved EB5IA’s expenditures and he produced every  
4 document he had related to this Court’s order compelling EB5IA produce a full accounting.  
5 Dziubla testified he would often keep invoices if he paid by check, but did not keep receipts  
6 related to expenses that would show up on EB5IA’s bank statements. Front Sight’s counsel  
7 asked Dziubla: “did you keep records such as receipts and invoices related to the expenditures of  
8 EB-5IA?” Dziubla answered: “We had credit card statements, and we kept them for a while.  
9 And then we **tossed them** a few years -- you know, later on after time had passed simply because  
10 time had passed and we had bank statements, credit card statements, checks, and, you know, our  
11 QuickBooks ledger.” (See June 3, 2019 Evid. Hrg. Tr., p. 47, l. 25 – p. 50, l. 6.) (Emphasis  
12 added).

13 When asked if he had discarded any records related to EB5IC, Dziubla responded: “I  
14 don’t think so, but I can’t say definitively.” Similarly, when asked whether he had discarded any  
15 receipts or invoices related to LVDF’s expenditures, Dziubla answered: “Not that I remember.”  
16 *Id.* at p. 50, ls. 23-25; p. 51, l. 1; p. 56, ls. 4-7. Dziubla does not think, or cannot remember  
17 whether, he discarded receipts and invoices related to EB5IC’s expenses or LVDF’s expenses.  
18 Although the Court has not yet ordered Dziubla to produce a full accounting for EB5IC or  
19 LVDF, the Court ordered a full accounting from EB5IA. However, Dziubla admittedly and  
20 conveniently “tossed” relevant documentation related to Defendant EB5IA.

21 Front Sight’s causes of action include fraud, misrepresentation, concealment, conversion,  
22 breach of contract, and civil conspiracy. EB5IA’s production of the ordered documentation is  
23 crucial to Front Sight’s prosecution of these claims. However, EB5IA asserts it cannot comply  
24 because it did not retain the documents necessary to “support payments made or funds spent.”

1           Dziubla testified at the evidentiary hearing that from approximately the end of 2017 until  
2 he dissolved Defendant EB5IA without notice to Front Sight, he did not market Front Sight’s  
3 project. (See June 3, 2019 Evid. Hrg. Tr., p. 27, l. 10 – p. 28, l. 8; p. 32, ls. 4-15.) However,  
4 pursuant to the Supplemental Declaration of Dr. Ignatius Piazza in Support of Plaintiff’s  
5 Renewed Motion for an Accounting Related to Defendant Las Vegas Development Fund LLC  
6 and for Release of Funds filed on November 13, 2018, the redacted wire and bank transfers show  
7 that Front Sight paid Dziubla \$140,000.00 in “marketing payments” intended for Defendant  
8 EB5IA to use in marketing Front Sight’s project during 2018. (See Supplemental Declaration of  
9 Dr. Ignatius Piazza attached as **Exhibit 3.**)

10           It is normal business practice to retain receipts, invoices and statements to track and  
11 memorialize expenditures for accounting and tax purposes. However, Dziubla, an attorney who  
12 knows better than to destroy evidence, “tossed” records highly relevant to material issues in this  
13 case. Therefore, sanctions against EB5IA are appropriate because it has not and cannot comply  
14 with this Court’s order because it failed to retain documentation kept in the ordinary course of  
15 business.

16 **B.     IN NEVADA, SANCTIONS ARE APPROPRIATE WHEN A PARTY LOSES OR**  
17 **DESTROYS EVIDENCE.**

18           In *Bass-Davis*, 122 Nev. 442, 134 P.3d 103 (2006), the plaintiff slipped and fell in the  
19 defendant’s convenience store. The plaintiff requested a copy of the video tape to no avail.  
20 During discovery, the plaintiff learned the defendant sent the tape to the company’s main office  
21 which had forwarded it to its insurer, where it was lost. The district court denied the plaintiff’s  
22 request for an adverse inference against the defendant. The jury returned a verdict in the  
23 defendant’s favor. *Id.*  
24

1           The Nevada Supreme Court found the district court abused its discretion by either  
2 refusing to grant the plaintiff's request for an adverse inference that the lost video tape would  
3 have been unfavorable to the defendant or to impose other appropriate sanctions for the lost  
4 evidence. Based on its finding of abuse, the Court reversed the judgment and remanded for a  
5 new trial consistent with its findings. *Id.*

6           In *Fire Ins. Exchange v. Zenith Radio Corp.*, 103 Nev. 648, 747 P.2d 911 (1987), the  
7 plaintiff hired an expert to investigate the cause of the fire that destroyed its insured's home. The  
8 expert opined faulty wiring in a television manufactured by the defendant caused the fire. After  
9 the investigation, the plaintiff removed and disposed of the debris, including the television.

10           Over two years later, the plaintiff sued the television manufacturer. The television  
11 manufacturer requested production of the television, but plaintiff did not produce it. The district  
12 court ordered the plaintiff produce the television, however, the plaintiff did not (and could not)  
13 comply with the order. *Id.*

14           Subsequently, the defendant television manufacturer moved for sanctions under NRCPC  
15 37 or, in the alternative, the exclusion of the plaintiff's expert's testimony and summary  
16 judgment. The district court ordered exclusion of the plaintiff's expert's testimony. Because the  
17 plaintiff admitted it could not support a prima facie case against the defendant without its  
18 expert's testimony, the district court granted summary judgment in the defendant's favor. *Id.*

19           On appeal, the Nevada Supreme Court affirmed the district court's decision because the  
20 district court did not abuse its discretion in excluding the plaintiff's expert's testimony. The  
21 Court stated: "It would be unreasonable to allow litigants, by destroying physical evidence prior  
22 to a request for production, to sidestep the district court's power to enforce the rules of  
23 discovery." *Id.*



1 **C. EB5IA INTENTIONALLY DISCARDED CRITICAL DOCUMENTS KEPT IN**  
2 **THE ORDINARY COURSE OF BUSINESS FOR ACCOUNTING AND RECORD**  
3 **KEEPING PURPOSES.**

4 Here, Dziubla, as CEO of Defendant EB5IA, admitted that he and EB5IA had “tossed”  
5 receipts, credit card statements and other such financial and accounting records. (See June 3,  
6 2019 Evid. Hrg. Tr., p. 48, ls. 12-19.) Dziubla admitted EB5IA did not retain receipts for  
7 expenditures paid by a debit card that would show up on a bank statement but would keep  
8 invoices paid by check. *Id.* at p. 48, l. 22 – p. 49, l. 8.

9 Like *Fire Ins. Exchange*, where the court excluded a party’s expert’s testimony based on  
10 evidence the party controlled and destroyed, EB5IA cannot defend this case on summary  
11 QuickBooks ledgers when it failed to retain and produce the documents the QuickBooks ledgers  
12 are based. Consequently, the Court should strike EB5IA’s Answer.

13 **D. EB5IA’S INTENTIONAL SPOILIATION OF CRITICAL DOCUMENTS HIGHLY**  
14 **RELEVANT TO MATERIAL ISSUES IN THIS CASE WARRANTS STRIKING**  
15 **EB5IA’S ANSWER**

16 *Young v. Johnny Ribiero*, 106 Nev. 88, 93, 787 P.2d 777, 780 (1990), sets forth eight  
17 factors to consider in determining whether a sanction such as striking a party’s answer is  
18 appropriate. Under the factors outlined in *Young*, it is appropriate to strike EB5IA’s Answer.

19 **1. The Willfulness of the Offending Party**

20 This factor strongly supports striking EB5IA’s Answer and Counterclaim because EB5IA  
21 intentionally “tossed” documents normally kept in the ordinary course of business. Moreover,  
22 Dziubla is an attorney who knows it is unlawful to intentionally destroy evidence, and Dziubla  
23 knew the documents he “tossed” were highly relevant. The only reason a person knowing the  
24 law, like Dziubla, would intentionally discard documents such as receipts, invoices and  
statements is to hide his unlawful conduct.

1           **2.     The Extent to Which the Non-Offending Party Would be Prejudiced by a**  
2           **Lesser Sanction**

3           Dziubla intentionally discarded EB5IA’s records that should have been kept in the  
4 ordinary course of business. Although it remains to be seen if Dziubla was telling the truth, he  
5 stated he did not know if he discarded similar EB5IC or LVDF documents. (See June 3, 2019  
6 Evid. Hrg. Tr., p. 50, l. 19 – p. 52, l. 9; p. 56, ls. 4-7.) The discarded documents were the only  
7 known copies of documents that could justify EB5IA’s expenditure of Front Sight’s funds and  
8 are crucial to the prosecution of Front Sight’s claims. Because the Court found these records  
9 relevant to show how EB5IA spent Front Sight’s money, it ordered their production.

10           “[F]ailure to comply with court orders mandating discovery ‘is sufficient prejudice.’”  
11 *Foster v. Dingwall*, 126 Nev. 56, 66, 227 P.3d 1042, 1049 (2010) (citing *In re*  
12 *Phenylpropanolamine (PPA) Products*, 460 F.3d 1217, 1236 (9th Cir. 2006)). Therefore, the  
13 Court must find Front Sight suffered prejudice because EB5IA failed to comply with this Court’s  
14 order to, among other things, produce “any and all documentation to support payments made or  
15 funds spent.” Any lesser sanction would reward Dziubla’s conduct while hurting Front Sight’s  
16 ability to prove its case. Therefore, EB5IA’s Answer should be stricken as a sanction for its  
17 wrongful conduct.

18           **3.     The Severity of Striking the Party’s Answer Relative to the Severity of the**  
19           **Discovery Abuse**

20           EB5IA’s summary QuickBooks ledgers give some indication of Dziubla’s deceitful  
21 practices; the “tossed” documents would have been a watershed of evidence against EB5IA’s  
22 business practices and that it spent Front Sight’s money for purposes other than intended.  
23 Dziubla is a lawyer. It makes sense that Dziubla “tossed” the subject documents because he  
24 knew they were highly damaging to himself and Defendant EB5IA. Striking EB5IA’s Answer

1 and Counterclaim would be a slap on the hand compared to the civil and criminal consequences  
2 if the subject documents had come to light.

3 **4. Whether the Evidence Has Been Irreparably Lost**

4 Dziubla testified he “tossed” the documents this Court ordered to be produced; they are  
5 gone forever. Thus, this factor strongly supports striking Defendant EB5IA’s Answer.

6 **5. The Feasibility and Fairness of Alternative Less Severe Sanctions**

7 Dziubla’s intentional destruction of crucial documents highly relevant to material issues  
8 in this case puts Front Sight at a severe disadvantage. The subject documents were concrete  
9 evidence of EB5IA’s and Dziubla’s fraud and misconduct. Less severe sanctions would not be  
10 feasible in facilitating justice and would be unfair to Front Sight. This factor weighs heavily in  
11 favor of striking Defendant EB5IA’s Answer.

12 **6. The Policy Favoring Adjudication on the Merits**

13 Front Sight wants the opportunity to prove its case on the merits, however, that is not  
14 possible. Front Sight cannot have a fair trial because Dziubla, thinking ahead, “tossed”  
15 documents crucial to Front Sight’s case. Striking EB5IA’s Answer and Counterclaim would not  
16 be an abuse of discretion.

17 **7. Whether Sanctions Unfairly Operate to Penalize a Party for Misconduct of  
18 the Party’s Attorney**

19 This is not a factor. Defendant Dziubla, not his attorney, “tossed” the documents.

20 **8. The Need to Deter the Parties and Future Litigants from Similar Abuses**

21 Dziubla is an attorney (he even paid his bar dues using Front Sight’s money), and he  
22 knew better than to intentionally destroy evidence. But Dziubla intentionally destroyed crucial  
23 evidence that would have proven many of Front Sight’s claims. If the Court does not sanction  
24 EB5IA’s conduct in this matter, EB5IA will get away with its fraudulent and unlawful conduct

1 and will be encouraged to continue such conduct with other innocent parties in the future.

2 Therefore, the Court should strike EB5IA's Answer.

3 **E. EB5IA SHOULD ALSO RECEIVE MONETARY SANCTIONS**

4 The Nevada Supreme Court has found monetary sanctions appropriate in addition to  
5 striking an answer and counterclaim for discovery abuse. *See Bahena v. Goodyear Tire &*  
6 *Rubber Co.*, 126 Nev. 243, 235 P.3d 592 (2010); *see generally Havas v. Bank of Nevada*, 96  
7 Nev. 567, 613 P.2d 706 (1980). In the present case, Front Sight's counsel requests attorney's  
8 fees and costs for having to bring this Motion, as well as the other motions related to compelling  
9 an accounting from Defendant EB5IA. For EB5IA's intentional and malicious conduct, Front  
10 Sight further requests a monetary sanction in an amount equal to the amount of money  
11 Defendant EB5IA took from Plaintiff that Defendant EB5IA cannot prove was used properly to  
12 market the Front Sight project.

13 **F. EB5IA'S ACCOUNTING IS VAGUE, HIGHLY SUSPECT AND DOES NOT**  
14 **DEMONSTRATE THE EXPENSES ARE RELATED TO MARKETING FRONT**  
15 **SIGHT'S PROJECT; IT IS REASONABLE TO INFER THAT RECEIPTS,**  
16 **INVOICES AND OTHER RELATED DOCUMENTS EB5IA DISCARDED**  
17 **WOULD DEMONSTRATE A SIGNIFICANT PORTION OF EB5IA'S EXPENSES**  
18 **ARE NOT SUBSTANTIALLY RELATED TO FRONT SIGHT**

19 EB5IA received funds from Front Sight well in excess of \$300,000.00. (*See Evid. Hrg.*  
20 Exhibit 6).

21 EB5IA showed legal expenses of over \$100,000.00 from February 2013 through  
22 February 2017, an amount that grossly exceeded the original legal budget. (*See Evid. Hrg.*  
23 Exhibit 46, at p. 9; Evid. Hrg. Exhibit 6, at p. 7.) The majority of the legal expenses relate to  
24 EB5IC and LVDF, companies Dziubla also owns and controls. (*See Evid. Hrg. Exhibit 46, at pp.*  
18-135.)

1 On February 26, 2013, EB5IA used Front Sight's money to retain the California law firm  
2 of Baker & McKenzie. *Id.* at p. 9. EB5IA did not produce documentation showing what  
3 services Baker & McKenzie provided for the money Front Sight paid.

4 On September 14, 2013, Defendant EB5IA paid Baker & McKenzie additional money  
5 apparently to represent it in connection with the formation of the Regional Center. *Id.* at pp.  
6 143-150.

7 On April 1, 2014, it appears Defendant EB5IA reimbursed Dentons for EB5IC's USCIS  
8 regional center filing fee. *Id.* at p. 9.

9 The accounting shows several entries for funds paid to the Nevada Secretary of State and  
10 to Incorporating Services, Ltd. over a 4-year period. It appears EB5IA paid these fees on behalf  
11 of EB5IC and LVDF. *Id.*

12 On January 2, 2015, Defendant EB5IA paid money to the Las Vegas Justice Court on  
13 Dziubla's behalf for Citation #X01053227. *Id.* at 14.

14 EB5IA showed travel expenses from December 2013 through January 2018 in amounts  
15 far exceeding the original travel budget. EB5IA reimbursed tens of thousands of dollars in travel  
16 expenses without any documentary support or explanation, except most of it went to Dziubla and  
17 Defendant Fleming. (*See Evid. Hrg. Exhibit 46, at pp. 10, 14.*) Many of the meal expenses are  
18 local and look like personal expenses, not legitimate business expenses that relate to marketing  
19 Front Sight's project in China.

20 The accounting further hints that Dziubla operated EB5IA, EB5IC and Kenworth Capital  
21 interchangeably. Dziubla testified that he and Defendant Fleming contributed only a few  
22 thousand dollars to create the Regional Center, Defendant EB5IC. (*See June 3, 2019 Evid. Hrg.*  
23 *Tr., p. 39, ls. 4-10.*) Dziubla later testified that Defendant EB5IC (also controlled by Defendant  
24 Dziubla and which had also received a large influx of money from Front Sight) contributed

1 capital to EB5IA “because it was starving of capital.” (See June 3, 2019 Evid. Hrg. Tr., p. 43, ls.  
2 13-16.) Dziubla claimed EB5IC infused money into EB5IA. Over the same period, EB5IA paid  
3 substantial sums of money to: (1) Kenworth Capital (owned by Dziubla); (2) Legacy Realty  
4 (owned by Fleming); and (3) Dziubla himself. It seems EB5IA repaid EB5IC’s capital infusion  
5 to others besides EB5IC.

6 Defendant EB5IA’s accounting is vague, questionable, suspicious, and grossly  
7 incomplete; even on its surface it does not demonstrate EB5IA’s expenses related to Front  
8 Sight’s project. Dziubla admitted he discarded receipts, invoices, and other records retained by  
9 businesses in the normal course for accounting purposes. Therefore, the Court should conclude  
10 that the records EB5IA should have retained, and produced, would support Front Sight’s claims  
11 of fraud, misrepresentation, concealment, conversion, breach of contract, and civil conspiracy.

12 **G. IF THE COURT DOES NOT STRIKE DEFENDANT EB5IA’S ANSWER, IT**  
13 **SHOULD GIVE A NEGATIVE INFERENCE INSTRUCTION**

14 In the alternative, under *Bass-Davis v. Davis, supra*, the Court is empowered to enter an  
15 adverse inference instruction against Defendant EB5IA. When dismissal is not granted, an  
16 adverse inference should be set forth to the finder of fact as a result of the loss or destruction of  
17 pertinent evidence in a lawsuit. *Bass-Davis v. Davis*, 122 Nev. 442, 134 P.3d 103 (2006).  
18 Generally, in cases based on negligently lost or destroyed evidence, an adverse inference  
19 instruction is tied to a showing that the party controlling the evidence had notice that it was  
20 relevant at the time when the evidence was lost or destroyed. In other words, when presented  
21 with a spoliation allegation, the threshold question should be whether the alleged spoliator was  
22 under any obligation to preserve the missing or destroyed evidence. In this case, it is undisputed  
23 that Defendant EB5IA, through Dziubla, has destroyed this critical evidence. Defendants EB5IA  
24

1 and Dziubla, an attorney, should not be permitted to benefit from their intentional and nefarious  
2 conduct.

3 The duty to preserve springs from a variety of sources, including ethical obligations,  
4 statutes, regulations, and common law. Courts, including the Supreme Court of Nevada, that  
5 adhere to a common-law duty to preserve evidence have held that a party is required to preserve  
6 documents, tangible items, and information relevant to litigation that are reasonably calculated to  
7 lead to the discovery of admissible evidence.

8 In the present case, if the Court will not strike the Answer and Counterclaim, the Court  
9 should enter an adverse inference against Defendant EB5IA. The inference should include an  
10 instruction to the jury that had the records, receipts, invoices, travel information, etc., been  
11 maintained, those records would have shown Defendants' misuse of funds and would have  
12 supported Front Sight's claims of fraud, misrepresentation, concealment, conversion, breach of  
13 contract, and civil conspiracy.

### 14 III.

### 15 CONCLUSION

16 Based on the foregoing, Defendant EB5IA's Answer should be stricken and Defendant  
17 EB5IA should be sanctioned monetarily for intentional and unlawful destruction and spoliation  
18 of evidence. Alternatively, Front Sight is entitled to a negative inference instruction that the  
19 records EB5IA should have retained and produced in this matter would demonstrate EB5IA used  
20 funds received from Front Sight in bad faith, fraudulently, and unlawfully.

21 ///

22 ///

23 ///





1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 17<sup>th</sup> day of September, 2019, I caused the foregoing  
3 **PLAINTIFF'S MOTION FOR SANCTIONS** to be electronically filed and served with the  
4 Clerk of the Court using Wiznet which will send notification of such filing to the email addresses  
5 denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on  
6 the Electronic Mail Notice List, to the following parties:

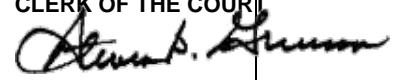
7 Anthony T. Case, Esq.  
8 Kathryn Holbert, Esq.  
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LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,  
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
JON FLEMING and LINDA STANWOOD*

12 C. Keith Greer, Esq.  
13 16855 West Bernardo Drive, Suite 255  
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LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,  
EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,  
JON FLEMING and LINDA STANWOOD*

15  
16  
17  
18 /s/ T. Bixenmann  
19 An employee of ALDRICH LAW FIRM, LTD.  
20  
21  
22  
23  
24

# **EXHIBIT 1**

# **EXHIBIT 1**



1 **NEO**  
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2 Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
3 Nevada Bar No. 8410  
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5 Telephone: (702) 853-5490  
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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 26<sup>th</sup> day of November, 2018, a true and correct copy of which is attached hereto.

6 DATED this 27<sup>TH</sup> 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  
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1 **CERTIFICATE OF SERVICE**

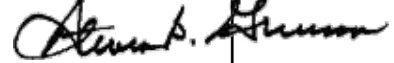
2 I HEREBY CERTIFY that on the 27<sup>th</sup> day of November, 2018, I caused the foregoing  
3 **NOTICE OF ENTRY OF ORDER ON PLAINTIFF'S PETITION FOR APPOINTMENT**  
4 **OF RECEIVER AND FOR AN ACCOUNTING** to be electronically filed and served with the  
5 Clerk of the Court using Wiznet which will 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**

NOV 20 2018



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Respectfully submitted by:

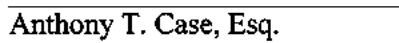
**ALDRICH LAW FIRM, LTD.**



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*



# **EXHIBIT 2**

# **EXHIBIT 2**



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; DOES 1-  
10, inclusive; and ROE CORPORATIONS 1-  
21 10, inclusive,

22 Defendants.

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

**NOTICE OF ENTRY OF ORDER**

1 **NOTICE OF ENTRY OF ORDER**

2 PLEASE TAKE NOTICE that an Order Granting In Part and Denying in Part Plaintiff's  
3 Motion to Compel and for Sanctions was entered by the Court in the above-captioned action on  
4 the 9<sup>th</sup> day of April, 2019, a true and correct copy of which is attached hereto.

5 DATED this 10<sup>th</sup> day of April, 2019.

6 **ALDRICH LAW FIRM, LTD.**

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

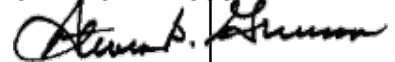
1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 10<sup>th</sup> day of April, 2019, I caused the foregoing  
3 **NOTICE OF ENTRY OF ORDER** to be electronically filed and served with the Clerk of the  
4 Court using Wiznet which will send notification of such filing to the email addresses denoted on  
5 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  
*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  
17  
18 /s/ T. Bixenmann  
An employee of ALDRICH LAW FIRM, LTD.



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, NV 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; DOES 1-  
10, inclusive; and ROE CORPORATIONS 1-  
10, inclusive,

Defendants.

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

**ORDER GRANTING IN PART AND  
DENYING IN PART PLAINTIFF'S  
MOTION TO COMPEL AND FOR  
SANCTIONS**

04-05-19A07:30 RCVD

1 This matter having come before the Court, on February 28, 2019 at 9:00 a.m. on  
2 Plaintiff's Motion to Compel and for Sanctions and Defendants' Countermotion for Relief  
3 From the November 20, 2018 Court Order Granting Plaintiff's Petition for an Accounting of  
4 Defendant EB5 Impact Advisors LLC, John P. Aldrich, Esq. appearing on behalf of Plaintiff  
5 and Kathryn Holbert, Esq. and C. Keith Greer, Esq., appearing on behalf of Defendants, the  
6 Court having reviewed the pleadings on file herein, having heard oral argument by the parties,  
7 and for good cause appearing therefore, AND

8 Further discussions regarding a deadline for supplementation of financial documents  
9 pursuant to the November 20, 2018 Court Order Granting Plaintiff's Petition for an Accounting  
10 of Defendant EB5 Impact Advisors LLC having occurred following the hearing on Plaintiff's  
11 Second Motion for Temporary Restraining Order on Thursday, March 21, 2019,

12 **IT IS HEREBY ORDERED** that as to Plaintiff's Motion to Compel is GRANTED IN  
13 PART and DENIED IN PART. While the Court finds good faith and substantial compliance  
14 by Defendants at this time, Defendants have an obligation to supplement pursuant to Rule 16.1,  
15 and pursuant to the November 20, 2018 Order, Defendants must fully comply with the Order to  
16 "provide Plaintiff with an accounting of all funds it has received from Front Sight. Said  
17 accounting must include all money received from Plaintiff by EB5Impact Advisors LLC, how  
18 all funds were spent, identification of who received any portion of the funds, and any and all  
19 documentation to support payments made or funds spent," with the remaining disclosure of  
20 accounting documents to occur on or before April 4, 2019.

21 **IT IS FURTHER ORDERED** that Defendants' Countermotion for Relief From the  
22 November 20, 2018 Court Order Granting Plaintiff's Petition for an Accounting of Defendant  
23 EB5 Impact Advisors LLC is DENIED without prejudice.

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**IT IS FURTHER ORDERED** that Plaintiff's request for sanctions is denied at this time.

**IT IS SO ORDERED.**

DATED this 5 day of April, 2019.

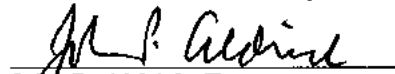
  
DISTRICT COURT JUDGE *CR*

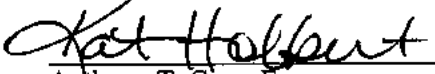
Respectfully submitted by:

Approved as to form and content:

**ALDRICH LAW FIRM, LTD.**

**FARMER CASE & FEDOR**

  
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*

  
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*

# **EXHIBIT 3**

# **EXHIBIT 3**



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**DECL**  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
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,

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

vs.

**SUPPLEMENTAL DECLARATION**  
**OF IGNATIUS PIAZZA IN**  
**SUPPORT OF PLAINTIFF'S**  
**RENEWED MOTION FOR AN**  
**ACCOUNTING RELATED TO**  
**DEFENDANT LAS VEGAS**  
**DEVELOPMENT FUND LLC AND**  
**FOR RELEASE OF FUNDS**

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.

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**SUPPLEMENTAL DECLARATION OF IGNATIUS PIAZZA IN SUPPORT OF  
PLAINTIFF'S RENEWED MOTION FOR AN ACCOUNTING RELATED TO  
DEFENDANT LAS VEGAS DEVELOPMENT FUND LLC AND FOR RELEASE OF  
FUNDS**

STATE OF NEVADA        )  
                                      ) ss:  
COUNTY OF CLARK        )

Affiant, being first duly sworn, deposes and states the following:

1. I, Ignatius Piazza, am the Founder and Director of Front Sight Management LLC, Plaintiff in this matter. I am also a custodian of Plaintiff Front Sight Management LLC's records.

2. I have personal knowledge of the contents of this document, or where stated upon information and belief, I believe them to be true, and I am competent to testify to the facts set forth herein. I have personal knowledge of the contents of the Statement of Facts, or where stated upon information and belief, I believe them to be true, and I am competent to testify to the facts set forth herein.

3. Contrary to Defendants' repeated assertions, Defendant Las Vegas Development Fund LLC is not a simple lender. On the contrary, Defendant Las Vegas Development Fund LLC has accepted money from Front Sight for marketing services as well. Attached to this Declaration are redacted bank statements and bank wire transfer receipts of Front Sight. Those are true and correct copies (some redacted) of Front Sight and I obtained them by accessing the records of Front Sight. I wrote the handwritten notes on those documents, and those comments are true and correct to the best of my knowledge.

4. As the Court can see when it reviews the wire transfers attached to Dr. to this Supplemental Declaration, on October 17, 2016, Front Sight paid \$27,000.00 for marketing fees

1 to Mr. Dziubla through an account labeled "EB5 Impact Advisors LLC."<sup>1</sup> The next statement  
2 shows that on November 14, 2016, Front Sight made an interest payment of \$12,205.38 to an  
3 account owned by Las Vegas Development Fund. Eleven days later, on November 24, 2018,  
4 Front Sight made a payment for marketing fees to an account owned by EB5 Impact Advisors  
5 LLC. The next statement shows that Front Sight made an interest payment of \$12,276.12 on  
6 December 9, 2016 to an account owned by Las Vegas Development Fund. On that same day,  
7 Front Sight sent an \$8,000 payment to EB5 Impact Advisors for marketing services.

8 5. The November 22, 2017 wire transfer receipt shows that Front Sight paid  
9 marketing fees to an account owned by EB5 Impact Advisors and a marketing fee payment to  
10 accounts owned by Las Vegas Development Fund LLC. The December 29, 2017 statement  
11 shows three payments by Front Sight: the first to EB5 Impact Advisors for marketing fees, the  
12 second to Las Vegas Development Fund LLC for interest, and a third payment to Las Vegas  
13 Development Fund LLC for marketing fees.

14 6. The March 1, 2018 wire transfer receipt shows a *credit* to Front Sight's account of  
15 \$125,000 from Las Vegas Development Fund, as well as a *payment* by Front Sight into the same  
16 account for marketing fees. The March 2, 2018 wire transfer receipt shows an interest payment  
17 to Las Vegas Development Fund LLC, while the marketing fees were again paid to EB5 Impact  
18 Advisors. The May 2, 2018 wire transfer receipt shows both an interest payment and marketing  
19 fee paid to Las Vegas Development Fund LLC's account.

20 7. The attached wire transfers show that Las Vegas Development Fund LLC was  
21 accepting both interest payments and marketing payments from Front Sight.  
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23  
24 <sup>1</sup> The bank statements have been redacted to exclude irrelevant and unrelated information. Additionally, the  
handwriting is that of Dr. Piazza, as explained in his Declaration.

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I declare under penalty of perjury under the laws of the State of Nevada that this Declaration was executed on the 6<sup>th</sup> day of November, 2018 and that the foregoing is true and correct.

/s/ Ignatius Piazza  
Ignatius Piazza

Withdrawals and other debits - continued

Date	Description	Amount
10/0	[REDACTED]	46.65
10/05	[REDACTED]	0
10/	[REDACTED]	0
10/	[REDACTED]	04
10/	[REDACTED]	00
10/	[REDACTED]	27
10/	[REDACTED]	31
10/	[REDACTED]	00

10/17/16 WIRE TYPE:WIRE OUT DATE:161017 TIME:1645 ET TRN:2016101700392510 SERVICE REF:013187 BNF:EB5 IMPACT ADVISORS LLC ID: [REDACTED] 1581 BNF BK:WELLS FARGO BANK, NA ID:121000248 PMT DET:X55NMF5BP *MARKETRY Res Pmts* *01/06/16* -27,000.00

10/	[REDACTED]	55
10/	[REDACTED]	03
10/2	[REDACTED]	00
10/	[REDACTED]	00
10/24	[REDACTED]	00
10/24	[REDACTED]	00
10/24/16	[REDACTED]	82
10/	[REDACTED]	00
10/2	[REDACTED]	00
10/3	[REDACTED]	78
10/31	[REDACTED]	69

Total withdrawals and other debits - \$646,501.23



Your checking account

FRONT SIGHT MANAGEMENT INC | Account # [REDACTED] 8176 | November 1, 2015 to November 30, 2016

Withdrawals and other debits - continued

Date	Description	Amount
11/02	[REDACTED] FRONT SIGHT FIREARMS	76.60
11/02/1	[REDACTED]	5
11/04	[REDACTED]	20
11/04	[REDACTED]	20
11/07	[REDACTED]	20
11/07/16	[REDACTED]	82
11/07	[REDACTED]	50
11/14/16	WIRE TYPE:WIRE OUT DATE:161114 TIME:1450 ET TRN:2016111400544947 SERVICE REF:015888 BNF:LAS VEGAS DEVELOPMENT FUND ID:[REDACTED] 1502 BNF BK: BANK OF HOPE ID:122041727 PMT DET:F7YT83WPH <i>INTEREST DEBIT</i>	-12,205.38
11/14	[REDACTED]	00
11/14	[REDACTED]	36
11	[REDACTED]	37
11/15	[REDACTED]	711.19
11	[REDACTED]	0
11	[REDACTED]	0
11/23/16	WIRE TYPE:WIRE OUT DATE:161123 TIME:0525 ET TRN:2016112200400556 SERVICE REF:002594 BNF:EB5 IMPACT ADVISORS LLC ID:[REDACTED] 1581 BNF BK:WELLS FARGO BANK, NA ID:121000248 PMT DET:TQCCK6LYH <i>MARKETING FEE PAID TO Ozulka</i>	-12,000.00
11	[REDACTED]	-64.56
11	[REDACTED]	5
11/2	[REDACTED]	0.00
11/29/16	[REDACTED]	99.00
11/2	[REDACTED]	00

continued on the next page

Date 9 of 04

Withdrawals and other debits - continued

Date	Description	Amount
[REDACTED]	[REDACTED] PAY-BILLING - ID:940439	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	-215.70
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] INDN:FRONT SIGHT FIREARMS T. CO	[REDACTED]
[REDACTED]	[REDACTED]	-0.05
[REDACTED]	[REDACTED]	497.00
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	182.91
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
12/09/16	WIRE TYPE:WIRE OUT DATE:161209 TIME:1642 ET TRN:2016120900362014 SERVICE REF:013254 BNF:LAS VEGAS DEVELOPMENT FUND ID:[REDACTED] 1502 BNF BK:BANK OF HOPE ID:122041727 PMT DET:9NRAWV7QW <i>INTEREST PAYMENT</i>	-12,267.12
12/09/16	WIRE TYPE:WIRE OUT DATE:161209 TIME:1644 ET TRN:2016120900362755 SERVICE REF:013290 BNF:EB5 IMPACT ADVISORS LLC ID:[REDACTED] 1581 BNF BK:WELLS FARGO BANK, NA ID:121000248 PMT DET:PBA6FNPZC <i>MARKETING FEES PAY TO DELORE</i>	-8,000.00
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	40.20
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	12.30
[REDACTED]	[REDACTED]	[REDACTED]
12/	[REDACTED]	102.68
[REDACTED]	[REDACTED]	[REDACTED]
12/1	[REDACTED]	36
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	24
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	0
[REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	00
12	[REDACTED]	99.89

continued on the next page



P.O. Box 15284  
Wilmington, DE 19850

BANK OF AMERICA, N.A.  
WIRE TRANSFER ADVICE  
1 FLEET WAY  
SCRANTON, PA PA6-580-04-05  
18507

FRONT SIGHT MANAGEMENT INC  
7975 CAMERON DR STE 900  
WINDSOR CA 95492-8570

DATE: 11/22/17  
DIRECT INQUIRIES TO:  
800.729.9473 OPTION 2  
ACCOUNT: XXXXXXXX8176

THE FOLLOWING WIRE WAS DEBITED TODAY:

USD AMOUNT \$8,000.00

TRANSACTION REF: 2017112200417182  
RELATED REF: 44VLER7SE  
INSTRUCTING BANK: BCC  
BENEFICIARY: EB5 IMPACT ADVISORS LLC  
BENEFICIARY'S BANK: WELLS FARGO BANK, NA

SERVICE REF: 015532  
IMAD: 20171122B6B7HU1R015532  
ID: UGQT  
ID: ██████████1581  
ID: 121000248

PAYMENT DETAIL: Services

*MARKETING FEES PAID TO DUOLING*

THE FOLLOWING WIRE WAS DEBITED TODAY:

USD AMOUNT \$90,000.00

TRANSACTION REF: 2017112200415764  
RELATED REF: FLCCU6TBW  
INSTRUCTING BANK: BCC  
BENEFICIARY: LAS VEGAS DEVELOPMENT FUND LLC  
BENEFICIARY'S BANK: BANK OF HOPE

SERVICE REF: 014908  
IMAD: 20171122B6B7HU3R014908  
ID: UGQT  
ID: ██████████9767  
ID: 122041727

PAYMENT DETAIL: Operating expenses

*MARKETING FEES PAID TO DUOLING*





P.O. Box 15284  
Wilmington, DE 19850

BANK OF AMERICA, N.A.  
WIRE TRANSFER ADVICE  
1 FLEET WAY  
SCRANTON, PA PA6-580-04-05  
18507

FRONT SIGHT MANAGEMENT INC  
7975 CAMERON DR STE 900  
WINDSOR CA 95492-8570

DATE: 12/29/17  
DIRECT INQUIRIES TO:  
800.729.9473 OPTION 2  
ACCOUNT: XXXXXXXX8176

THE FOLLOWING WIRE WAS DEBITED TODAY:

USD AMOUNT \$8,000.00

TRANSACTION REF: 2017122900529208  
RELATED REF: WLZ0GD8CB  
INSTRUCTING BANK: BCC  
BENEFICIARY: ER5 IMPACT ADVISORS LLC  
BENEFICIARY'S BANK: WELLS FARGO BANK, NA

SERVICE REF: 031274  
IMAD: 20171229B6B7HUIR031274  
ID: UGQT  
ID: ██████████1581  
ID: 121000248

PAYMENT DETAIL:

Services

*MARKETING FEES PAID TO DZUBLA*

THE FOLLOWING WIRE WAS DEBITED TODAY:

USD AMOUNT \$17,815.97

TRANSACTION REF: 2017122900525220  
RELATED REF: M3BBL6DUF  
INSTRUCTING BANK: BCC  
BENEFICIARY: LAS VEGAS DEVELOPMENT FUND LLC  
BENEFICIARY'S BANK: BANK OF HOPE

SERVICE REF: 030904  
IMAD: 20171229B6B7HUIR030904  
ID: UGQT  
ID: ██████████1502  
ID: 122041727

PAYMENT DETAIL:

Operating expenses

*INTEREST PAYMENT*

THE FOLLOWING WIRE WAS DEBITED TODAY:

USD AMOUNT \$40,000.00

TRANSACTION REF: 2017122900527604  
RELATED REF: 6FCANDY83  
INSTRUCTING BANK: BCC  
BENEFICIARY: LAS VEGAS DEVELOPMENT FUND LLC  
BENEFICIARY'S BANK: BANK OF HOPE

SERVICE REF: 031093  
IMAD: 20171229B6B7HUIR031093  
ID: UGQT  
ID: ██████████9767  
ID: 122041727

PAYMENT DETAIL:

Operating expenses

*MARKETING FEES PAID TO DZUBLA*

**Bank of America** 

P.O. Box 15284  
Wilmington, DE 19850

PAGE 1 OF 1

BANK OF AMERICA, N.A.  
WIRE TRANSFER ADVICE  
1 FLEET WAY  
SCRANTON, PA PA6-580-04-05  
18507

FRONT SIGHT MANAGEMENT INC  
7975 CAMERON DR STE 900  
WINDSOR CA 95492-8570

DATE: 03/01/18  
DIRECT INQUIRIES TO:  
800.729.9473 OPTION 2  
ACCOUNT: XXXXXXXX8176

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$125,000.00

TRANSACTION REF: 2018030100371858  
SENDER'S REF: 20180600222800  
IMAD: 20180301MMQFMP72000272  
ORIGINATOR: LAS VEGAS DEVELOPMENT FUND LLC  
ORIGINATOR'S BANK: BANK OF HOPE  
SENDING BANK: BANK OF HOPE  
BENEFICIARY: FRONT SIGHT MANAGEMENT

SERVICE REF: 000272

ID: ██████████9767  
ID: 026006224  
ID: 122041235  
ID: XXXXXX8176

PAYMENT DETAIL: DR. PIAZZA - 831-325-1679 EB-5 FUNDS

THE FOLLOWING WIRE WAS DEBITED TODAY:

USD AMOUNT \$60,000.00

TRANSACTION REF: 2018030100439551  
RELATED REF: HEJ9VP&DG  
INSTRUCTING BANK: BCC  
BENEFICIARY: LAS VEGAS DEVELOPMENT FUND LLC  
BENEFICIARY'S BANK: BANK OF HOPE

SERVICE REF: 016241  
IMAD: 20180301B6B7HU1R016241  
ID: UGQT  
ID: ██████████9767  
ID: 122041727

PAYMENT DETAIL:

Operating expenses **MARKETING FEES PAID TO DLW/BCA**

**Bank of America**

P.O. Box 15284  
Wilmington, DE 19850

PAGE 1 OF 1

BANK OF AMERICA, N.A.  
WIRE TRANSFER ADVICE  
1 FLEET WAY  
SCRANTON, PA PA6-580-04-05  
18507

FRONT SIGHT MANAGEMENT INC  
7975 CAMERON DR STE 900  
MINDSOR CA 95492-8570

DATE: 03/02/18  
DIRECT INQUIRIES TO:  
800.729.9473 OPTION 2  
ACCOUNT: XXXXXXXX8176

THE FOLLOWING WIRE WAS DEBITED TODAY:

USD AMOUNT \$28,222.22

TRANSACTION REF: 2018030200309321  
RELATED REF: NWNLA9YTC  
INSTRUCTING BANK: BCC  
BENEFICIARY: LAS VEGAS DEVELOPMENT FUND LLC  
BENEFICIARY'S BANK: BANK OF HOPE

SERVICE REF: 008782  
IMAD: 20180302B6B7HU4R008782  
ID: UGQT  
ID: ██████████9767  
ID: 122041727

PAYMENT DETAIL: Operating expenses

*INTEREST PAYMENT*

THE FOLLOWING WIRE WAS DEBITED TODAY:

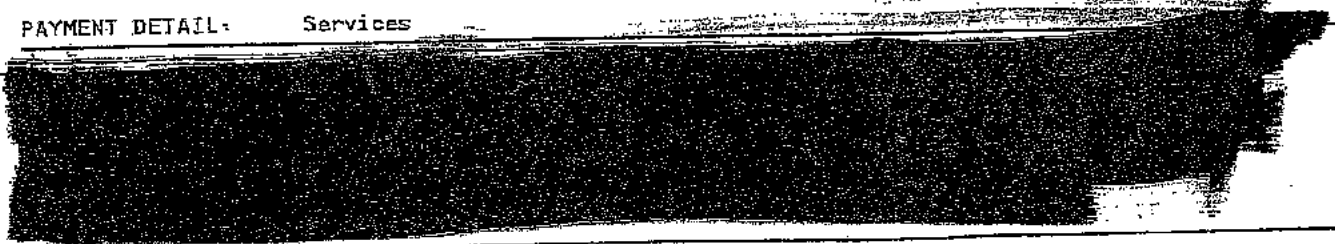
USD AMOUNT \$24,000.00

TRANSACTION REF: 2018030200308166  
RELATED REF: N3Y2YF8B3  
INSTRUCTING BANK: BCC  
BENEFICIARY: EB5 IMPACT ADVISORS LLC  
BENEFICIARY'S BANK: WELLS FARGO BANK, NA

SERVICE REF: 008778  
IMAD: 20180302B6B7HU2R008778  
ID: UGQT  
ID: ██████████1581  
ID: 121000248

PAYMENT DETAIL: Services

*MARKETING FEES PAID TO DRUGS*



**Bank of America** 

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Wilmington, DE 19850

BANK OF AMERICA, N.A.  
WIRE TRANSFER ADVICE  
1 FLEET WAY SCRANTON, PA PA6-580-04-05  
18507

FRONT SIGHT MANAGEMENT INC  
7975 CAMERON DR STE 900  
WINDSOR CA 95492-8570

DATE: 05/02/18  
DIRECT INQUIRIES TO:  
800.729.9473 OPTION 2  
ACCOUNT: XXXXXXXX8176

THE FOLLOWING WIRE WAS DEBITED TODAY:

USD AMOUNT \$27,708.33

TRANSACTION REF: 2018050200335027  
RELATED REF: TC2YEXZ2F  
INSTRUCTING BANK: BCC  
BENEFICIARY: LAS VEGAS DEVELOPMENT FUND LLC  
BENEFICIARY'S BANK: OPEN BANK

SERVICE REF: 010371  
IMAD: 20180502B6B7HU1R010371  
ID: UGQT  
ID: 01226364  
ID: 122043958

*INTEREST PAYMENT*

THE FOLLOWING WIRE WAS DEBITED TODAY:

USD AMOUNT \$56,000.00

TRANSACTION REF: 2018050200338591  
RELATED REF: FMUCGMFSX  
INSTRUCTING BANK: BCC  
BENEFICIARY: LAS VEGAS DEVELOPMENT FUND LLC  
BENEFICIARY'S BANK: OPEN BANK

SERVICE REF: 010584  
IMAD: 20180502B6B7HU2R010584  
ID: UGQT  
ID: 01226364  
ID: 122043958

*MARKETING FEES PAID TO DLIOBUN*

1 CASE NO. A-18-781084-B

2 DOCKET U

3 DEPT. XVI

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DISTRICT COURT

7

CLARK COUNTY, NEVADA

8

\* \* \* \* \*

9 FRONT SIGHT MANAGEMENT LLC, )

10 Plaintiff, )

11 vs. )

12 LAS VEGAS DEVELOPMENT FUND LLC, )

13 Defendant. )

14 ----- )

15

REPORTER'S TRANSCRIPT

16

OF  
HEARING

17

18

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

19

DISTRICT COURT JUDGE

20

21

DATED FRIDAY, SEPTEMBER 20, 2019

22

23

24

25

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

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APPEARANCES:

FOR THE DEFENDANT:

FARMER, CASE & FEDOR  
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APPEARANCES CONTINUED:

FOR THE PLAINTIFF:

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JALDRICH@JOHNALDRICHLAWFIRM.COM

\* \* \* \* \*

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1 LAS VEGAS, NEVADA, FRIDAY, SEPTEMBER 20, 2019

2 9:11 A..M.

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

4 \* \* \* \* \*

09:11:05 5

6 THE COURT: All right. Let's go ahead and  
7 place our appearances on the record.

09:37:34 10

8 MR. ALDRICH: Good morning, your Honor. John  
9 Aldrich on behalf of the plaintiff. Seated at counsel  
10 table helping me is my assistant, Traci Bixenmann. And  
11 seated behind me in the courtroom is Dr. Ignatius  
12 Piazza and Mike Meacher on behalf of Front Sight.

13 THE COURT: Okay.

09:37:45 15

14 MS. HOLBERT: Good morning, your Honor.  
15 Kathryn Holbert on behalf of defendants.

16 MR. GREER: Keith Greer, your Honor, also on  
17 behalf of defendants. And with me today is Robert  
18 Dziubla and also Jon Fleming.

09:37:57 20

19 THE COURT: All right. Once again, good  
20 morning.

21 And I see we have a few items on. Where do we  
22 go from here? What do you think is first up? Which  
23 makes sense?

09:38:06 25

24 MR. GREER: Does the Court not have a  
25 preference?



09:38:07 1 THE COURT: I -- you know what? I feel  
2 lawyers typically have a better idea as to the impact,  
3 and so I tend to follow their lead.

4 MR. GREER: We're hoping you did, so --

09:38:16 5 THE COURT: Okay.

6 MR. ALDRICH: Probably the big one makes sense  
7 first, the motion to dissolve the TRO, and for  
8 appointment of receiver. There's several motions, but  
9 that seems like --

09:38:29 10 THE COURT: There is a lot.

11 MR. ALDRICH: -- that's a good place to start.

12 MR. GREER: We just have the two, right?

13 MS. HOLBERT: We all have the motions to  
14 quash.

09:38:35 15 THE COURT: There is a motion to quash.

16 MR. GREER: Okay.

17 THE COURT: Subpoenas. Continuation of the  
18 preliminary injunction hearing. Motion to dissolve the  
19 TRO. Appoint a receiver.

09:38:49 20 MR. ALDRICH: And motion to bifurcate.

21 THE COURT: Yes, and motion to bifurcate.  
22 There is a lot going on.

23 MR. GREER: Yes.

24 THE COURT: A lot of moving parts too, right?

09:38:56 25 MS. HOLBERT: Right.

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09:38:57 1 MR. GREER: Yes, your Honor. I'm good with  
2 the TRO going first. I think that's the most  
3 significant probably of all the motions, your Honor.  
4 Could we do that first, please, your Honor?

09:39:05 5 THE COURT: You sure can. Whatever you feel  
6 is appropriate, we'll run with that.

7 MR. GREER: Your Honor, this -- the Court will  
8 recall that the TRO was entered -- the first one was  
9 entered now almost nine months ago. And at that time  
09:39:18 10 we, on behalf of Las Vegas Development Fund, put into  
11 evidence that there were about a dozen or so defaults  
12 of the construction loan agreement here. All of them  
13 with the exception of failure to pay default interest  
14 and failure to pay attorney's fees were performance  
09:39:38 15 covenants, not monetary.

16 And the courts, in granting the TRO at that  
17 time, in an effort to maintain the status quo made the  
18 decision that without monetary defaults the status quo  
19 could be maintained. Front Sight continued to make its  
09:39:57 20 monthly interest payments up until three months ago.  
21 When the first one ended, the controversy started. And  
22 now when it became apparent that Front Sight has no  
23 intent to ever make any interest payments, we now have  
24 instead of a status quo being maintained with the  
09:40:13 25 Court's order, we have the Court's order now

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09:40:17 1 maintaining a changed status quo which includes  
2 monetary defaults. So in light of that status quo  
3 changing and in light of the very significant monetary  
4 defaults now occurring, we deemed it appropriate to  
09:40:29 5 come in to your Honor and request that the TRO be  
6 dissolved.

7           We've submitted in our briefs the North versus  
8 Bank of America case in which it says the Court does  
9 have the discretion to dissolve a TRO when there has  
09:40:44 10 been a change in the status quo.

11           Here, there's -- it's imperative that in order  
12 to maintain that TRO that the moving party for the TRO  
13 show that they have a likelihood of winning. And it's  
14 now just when Front Sight is not making any payments on  
09:41:03 15 a loan, it is impossible for them to prevail in the  
16 end.

17           There can be all kinds of arguments aside and  
18 all kinds of damage issues they can throw out there,  
19 but the bottom line they can't get around, they can't  
09:41:15 20 argue around is the fact that they are not making  
21 payments, and that is a material provision of the  
22 contract. And every -- this whole process is set in  
23 place so that lenders can have security or when the  
24 borrower doesn't make their payments they can go in and  
09:41:29 25 get relatively quick relief. That encourages the

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09:41:32 1 borrowers, obviously, to make those payments.

2           Now, of course, what's happened with this TRO

3 being in place -- which, you know, by law should have

4 been resolved within 15 days; we submit that we

09:41:44 5 stipulated to, you know, waiving that 15 days. But

6 unfortunately what has happened is it's then had Las

7 Vegas Development Fund's hands tied behind its back

8 during this process and it's at the mercy of the

9 Court's calendar, Mr. Piazza's calendar, Mr. Aldrich's

09:42:02 10 calendar, and my calendar, I guess, to a certain extent

11 to get all these witnesses heard that need to be heard

12 in order to make a decision on the preliminary

13 injunction.

14           So now this TRO is maintaining a different set

09:42:15 15 of facts than the status quo that was originally

16 established. And unless we dissolve it, it's going to

17 continue to hamper and hinder Las Vegas Development

18 Fund's ability to go forward with foreclosure on the

19 loan until the preliminary injunction hearing is done.

09:42:30 20           And so I think that's -- factually there is a

21 strong basis mandating dissolution of the TRO and also

22 just in the interest of fairness and procedurally,

23 right now the advantage is in the borrower's court to

24 drag this thing out as long as they can because they're

09:42:51 25 getting their relief. They've got \$6.75 million worth

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09:42:56 1 of loan. They're not making any interest payments on  
2 it. And so they're just doing whatever they want to  
3 do, and the lender is just stuck over here waiting for  
4 the preliminary injunction process to go.

09:43:05 5 I think that if the TRO gets dissolved as it  
6 should be, that would then put the burden on the  
7 borrower to expeditiously get through the rest of this  
8 preliminary injunction process and maybe we wouldn't  
9 see witnesses be on the stand for two days when  
09:43:20 10 actually an hour's worth of testimony would be  
11 sufficient to get in the evidence necessary for the  
12 preliminary injunction motion.

13 I think there is some distractions in Front  
14 Sight's papers. They submit the declaration of the  
09:43:35 15 statement of Ms. DeBono on the EB5 issues. Remember,  
16 your Honor, this isn't an EB5 debate. This is a breach  
17 of contract. This is the breach of a loan agreement.  
18 So we can talk about whether or not jobs are created,  
19 whether they're not -- and, by the way, we take great  
09:43:52 20 exception to the findings of both Ms. DeBono and the  
21 EB5 economic analysis that the plaintiffs have now  
22 submitted at the last minute.

23 But -- and we can talk about those if the  
24 Court wants to. They're all smoke and mirrors.  
09:44:09 25 They're not real. This new loan agreement that now

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09:44:13 1 showed up yesterday at a rate of 12 percent with a  
2 personal guarantee required of Dr. Piazza --  
3 Mr. Piazza -- I'm sorry -- is fake. He's not going to  
4 do it. He's had -- he's had two loan offers with  
09:44:27 5 better terms than this that he turned down. But he is  
6 not going to sign something that is a personal  
7 guarantee. This is thrown in at the last minute to try  
8 and -- with some argument to stop the inevitable, which  
9 is this Court stepping in and dissolving the TRO  
09:44:43 10 because they are not making their payments.

11           The Court will note that -- there's evidence  
12 already before this Court that Front Sight has a  
13 \$36 million line of credit at 7 percent, 5 percent  
14 lower than the current proposal, alleged proposal, with  
09:45:03 15 no personal guarantee, but they have failed to use any  
16 of it. They've got \$36 million of much less expensive  
17 money sitting there that they're not using, which  
18 really goes to show that this is just a last-minute  
19 sham, you know, more hocus-pocus, smoke and mirrors on  
09:45:19 20 the eve of what is going to be -- presuming the Court  
21 rules in our favor -- the result which is going to  
22 release the TRO.

23           I will note then also, your Honor, it's  
24 important that with regard to any unclean hands issue,  
09:45:31 25 first of all, and this is fortunately where it ties

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09:45:35 1 into the motion to bifurcate, there -- and I'm going to  
2 have a little bit of overlap here. There is -- there  
3 are clearly two separate cases here.

4           There is a case involving allegations that EB5  
09:45:48 5 Impact Advisors didn't raise as much money as they were  
6 supposed to, and plaintiff is alleging that they spent  
7 the money that they were given in a way that they don't  
8 agree with. That's one case. That is a monetary  
9 damage case. That's a separate case.

09:46:07 10           Then on May 12th, 2016, there is a change in  
11 the fact pattern here. And this is where the cases  
12 diverge and separate because at that point in time --  
13 and this is already before the Court. And I attached  
14 also a copy of this email with our brief. At that  
09:46:27 15 point in time, Mr. Dziubla says: Hey, this is what we  
16 have. The money isn't what we expected, but now we  
17 need to decide what do we do with these EB5 investors'  
18 money that we gathered at this point in time, and gave  
19 Front Sight three choices: One, we can give it back to  
09:46:45 20 the investors and walk away. Two, they can purchase --  
21 Front Sight can purchase the resource center and start  
22 running this show on their own. Or three, let's drop  
23 the minimum raise issue and let's just lend the money  
24 that we have at this point in time.

09:47:05 25           So even in light of any alleged

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09:47:07 1 misrepresentations, misunderstandings, up to that point  
2 in time the parties were at a point where they're  
3 saying, Okay, here's this amount of money. What are we  
4 going to do with it?

09:47:17 5 And Front Sight says, You know what? Let's  
6 borrow it.

7 So at this point in time then, now we have  
8 innocent third-party investors, the EB5 investors now  
9 are involving in. This is the separate case too. This  
09:47:32 10 is a standard straightforward borrower-lender dispute.

11 And -- and whether -- the issue on that case  
12 is simply whether or not the lender did what it's  
13 supposed to do in lending the money and whether or not  
14 the borrower did what it's supposed to do which  
09:47:48 15 includes making the monthly payments they're not  
16 making, providing EB5 documentation, providing plans,  
17 giving access to the property, and the litany of other,  
18 you know, requirements which we've shown they've  
19 breached.

09:48:00 20 The reason why I use -- discuss those two  
21 cases in my argument to segue into the unclean hands  
22 argument is because the law is clear that an unclean  
23 hands argument doesn't apply when innocent third  
24 parties are going to be impacted.

09:48:15 25 So even -- first of all, any prior



09:48:18 1 misrepresentations don't matter because we have this  
2 May 2016 parting of the cases.

3           But, two, we've got now the innocent third  
4 parties being involved, which means that there's --  
09:48:31 5 anything done in the past can -- by somebody that would  
6 be impacting them cannot be allowed to happen on the  
7 allegation of unclean hands on the part of the LVD  
8 Fund.

9           Another issue, too, your Honor, is -- and  
09:48:59 10 this -- well, you know what? This goes to the  
11 bifurcation. There is a little bit of overlap. I can  
12 save these other arguments for the bifurcation part of  
13 the case. Just note that this is another reason why  
14 they're separate and makes them two separate cases here  
09:49:13 15 is that the Court will note we've cited in our briefs  
16 that the construction loan agreement states that the  
17 borrower waives any right to a jury trial on any claims  
18 arising out of the loan or the loan agreement. So that  
19 makes this -- these -- the loan case one that's totally  
09:49:30 20 separate that can be heard by the Court.

21           And actually I'm segueing now into the  
22 bifurcation motion which since -- can we just do them  
23 both at the same time? Can I just segue since they  
24 kind of overlap?

09:49:42 25           THE COURT: That's fine.

09:49:42 1 (Unreportable cross-talk)

2 THE COURT REPORTER: I can't hear what you're

3 saying, Mr. Aldrich.

4 MR. ALDRICH: I'm sorry. I was asking --

09:49:45 5 (Unreportable cross-talk)

6 THE COURT REPORTER: Sorry. I need one at a

7 time.

8 MR. ALDRICH: -- because they were in a motion

9 together.

09:49:51 10 THE COURT: The appointment of a receiver

11 issue?

12 MR. GREER: Yes.

13 MR. ALDRICH: Correct.

14 I apologize.

09:49:57 15 MR. GREER: It's, yeah, maybe best just to

16 keep these all succinct rather than thrown out in the

17 middle.

18 With regard to the receiver, your Honor, we'll

19 note that there is a contractual provision in the

09:50:08 20 consumer loan agreement that allows for it. There is

21 also, by law, a right to do it. The opposition, the

22 plaintiff has said that it shouldn't be appointed

23 because there is no risk of losing the property.

24 Well, it's wrong for two reasons. One, the

09:50:27 25 risk of loss of the property isn't the most important

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09:50:30 1 aspect of a need for the receiver. And this is why  
2 it's in the contract as part of this -- of this loan.  
3 This is EB5 investor money. This isn't the kind of  
4 loan that if you just default on the loan, you can give  
09:50:43 5 the money back, you can rescind the contract and just  
6 give the money back, or you can go into foreclosure and  
7 money damages are going to take care of it.

8           The reason these investors got into this was  
9 because of their path to citizenship. And in order to  
09:50:59 10 make that happen here, the receiver is going to be  
11 necessary because the project really needs to be  
12 completed. There needs to be work done on the project.  
13 It needs to proceed. It has not been proceeding.

14           I presume if Mr. Piazza gets on the stand  
09:51:11 15 today we'll find out that there has been no work done  
16 on it. Even though plenty of money is coming in to  
17 Front Sight, the money is not being spent on building  
18 vertical structures which are necessary to complete the  
19 property -- the project.

09:51:21 20           That is why a receiver is needed, one thing.

21           Two, another impact of EB5 money is that  
22 Mr. Dziubla has reporting requirements. We're getting  
23 towards the end of the year now. He's going to have to  
24 make an annual report, and he's going to need access to  
09:51:38 25 documents and information, things as simple as bank

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09:51:41 1 statements which we have never seen. And the only way  
2 that this is going to happen is if a receiver is  
3 reported -- is appointed to protect the interests of  
4 the innocent third-party EB5 investors.

09:51:54 5 We're not going to see the information we  
6 need. We're not going to see the documentation we  
7 need. We're not going to see the project move forward  
8 as it should in good-faith compliance with the terms of  
9 the agreement. The completion date for the project as  
09:52:07 10 agreed to in the contract is October 4th, two weeks --

11 MS. HOLBERT: Two weeks.

12 MR. GREER: -- two weeks today, and we don't  
13 have any vertical structures even started yet. It's  
14 not going to happen.

09:52:18 15 Back when this argument came up before the  
16 Court a number of months ago, it was, well, we still  
17 have five, six months to go; maybe they can pull this  
18 all together. Your Honor, it's not happening in two  
19 weeks.

09:52:26 20 And so now we're really in a jam. And we've  
21 submitted before the Court previously writings from  
22 plaintiff's expert, Ms. DeBono, who talks about once  
23 you see a situation where the borrower is not giving  
24 access to records, not providing documentation, not  
09:52:41 25 proceeding with the project, those are all red flags

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09:52:43 1 that the Court needs to step in and do something.

2 So, you know, the bottom line here, your  
3 Honor, this is a situation that calls out for the Court  
4 to intervene to protect innocent third parties.

09:52:56 5 Step one is -- to help those innocent third  
6 parties is to stop not allowing Las Vegas Development  
7 Fund from doing its job in protecting these investors  
8 and lift the TRO so they can proceed with the  
9 foreclosure process.

09:53:10 10 There was, Mr. Aldrich's papers. He mentioned  
11 something about a defective notice being filed, taking  
12 issue with Ms. Holbert as the trustee. No cited  
13 authority anywhere. But you know what? If those are  
14 issues, those should be dealt with in the normal course  
09:53:31 15 of the foreclosure process, not inhibited by a TRO that  
16 if we -- if the lender does determine that they need to  
17 file an amended notice, they can't even do that now  
18 because we have this TRO keeping them from doing any  
19 additional foreclosure process.

09:53:46 20 So at this point in time, it's important that  
21 we pull the TRO, let the lender move forward as they  
22 should; two, and the Court has to appoint a receiver  
23 under the Court's direction and guidance to make sure  
24 that Front Sight complies with the terms of the loan  
09:54:05 25 and protects the EB5 investors.

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09:54:09 1           Again, Mr. Aldrich mentioned in his papers  
2 that he says there are already enough jobs created and  
3 that can be battled out later. We disagree. That's  
4 going to require experts. There's all kind of holes in  
09:54:20 5 their arguments.

6           But the bottom line we need to do is get rid  
7 of this TRO and appoint the receiver so this thing can  
8 get going on the track. And the Court can also have  
9 somebody report to your Honor that is a disinterested  
09:54:32 10 third party, an officer of the court who the Court can  
11 trust and believe and not have to discern between the,  
12 you know, sometimes very divergent arguments between  
13 two opposing counsel.

14           It's just I hate to see two dogs pulling at  
09:54:47 15 each other, and that meat in the middle is EB5  
16 investors are the ones that are getting harmed, your  
17 Honor.

18           That's all I have for now.

19           THE COURT: Thank you, sir.

09:54:57 20           MR. GREER: Any questions, your Honor?

21           MR. ALDRICH: Good morning, your Honor. One  
22 of the first things out of Mr. Greer's mouth a minute  
23 ago was that months ago defendants put into evidence  
24 the alleged defaults. Then he went on to say that  
09:55:27 25 Front Sight has defaulted by not paying July, August,

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09:55:33 1 and September, and that they're never going to pay  
2 again. And then he talked about this monetary default.  
3 I wrote it once and wrote three tabs next to it, so it  
4 came up at least four times.

09:55:46 5 I've got a wire transfer receipt that says  
6 Front Sight transferred money on the 17th of this week  
7 to make those three payments.

8 I want to remind the Court we filed a motion  
9 in July asking for a separate lockbox account because  
09:56:09 10 Front Sight has been defrauded and they wanted to stop  
11 having to pay under that fraud. Your Honor denied that  
12 motion.

13 Notice of entry of that motion was entered on  
14 Friday of last week. So there was one judicial day in  
09:56:23 15 between the entry of that order and Front Sight  
16 deciding to pay or making that payment.

17 Now, we -- that has become an issue.  
18 Mr. Dziubla submitted a declaration that was supposedly  
19 signed on Monday that said that payment had not been  
09:56:40 20 made or those three payments had not been made. It  
21 wasn't filed with the Court until very late on  
22 Wednesday. But nonetheless, those are inaccurate  
23 factual statements that are essentially the only new  
24 basis for the relief that the defendants are seeking  
09:57:00 25 right now.

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09:57:02 1           And so I want to address these defaults a  
2 little bit. We've been through this already and back  
3 in February went through a lot of these things. But we  
4 were very careful to walk through each of the  
09:57:22 5 arguments. The first argument was improper use of loan  
6 funds.

7           Now, my brief walks through, there are four  
8 provisions that talk about how the funds can be used.  
9 And the defendants don't cite to any evidence to  
09:57:39 10 support the claim of inappropriate use of funds.  
11 Mr. Dziubla and defendants just continue to say that  
12 they misused the funds.

13           Now, we went out and hired these two  
14 experts -- I provided those reports to your Honor as  
09:57:53 15 quickly as I could -- who are two of the most respected  
16 people, to do these jobs reports. They used the  
17 information -- the same information Mr. Dziubla has.  
18 And they were able to do their analysis just fine and,  
19 in fact, have found that the jobs requirement has more  
09:58:14 20 than been met by Front Sight.

21           Now, there's another aspect to that that I'll  
22 get to in a minute. But it's important to note all  
23 this information that's been provided, and I walked  
24 through and laid it out, and those experts looked at  
09:58:32 25 the information and summarized it for the Court, but

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09:58:34 1 there's nothing that indicates that Front Sight has  
2 misused the loan funds in any fashion pursuant to  
3 what's allowed in the agreement or what's allowed under  
4 USCIS guidelines. There's no evidence.

09:58:51 5 And I go back to Mr. Greer's first statement  
6 is that he said that they put into evidence this  
7 information. There isn't evidence and there still  
8 isn't evidence because there isn't any.

9 And the next alleged default is failure to  
09:59:11 10 provide government-approved plans for construction.  
11 Now, that was still in their pleading papers again. We  
12 went ahead and put in our pleading papers what we had  
13 already responded to, which was that we hired an expert  
14 witness to look at those things, and it walks through  
09:59:29 15 and talks about how the loan proceeds can be paid, can  
16 be used for any expense related to the project except  
17 for interest payments made on the EB5 loan itself and  
18 expenses of the EB5 lender in connection with the EB5  
19 offering and the loan.

09:59:46 20 And then Ms. Holmes goes on and says:

21 "The second sentence also incorrectly  
22 states that the construction schedule and  
23 construction budget must be substantially  
24 complied with in order to meet the immigrant  
10:00:09 25 investors' obligations under the EB5 program.

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10:00:13 1 In fact, USCIS policy requires only that EB5  
2 investors' capital be used to fund the project  
3 described in the business plan filed with the  
4 USCIS. There is no requirement that the  
10:00:28 5 construction schedule or construction budget be  
6 complied with in order for the EB5 investors to  
7 obtain their visa.

8 "I have personally been engaged to provide  
9 legal assistance on a number of EB5 projects  
10:00:41 10 that had delays in construction and change in  
11 size and scope which did not result in any EB5  
12 investors losing their immigration benefit  
13 under the EB5 program."

14 And then she talks about that it's quite  
10:00:52 15 common that there are delays.

16 Towards the bottom of that:  
17 "As long as the EB5 investors can show that  
18 their capital is invested in the project  
19 generally described in the business plan filed  
10:01:04 20 with the USCIS, whether there were changes in  
21 the size of the project, project budget or  
22 construction timeline, the EB5 investors will  
23 receive their visas so long as the number of  
24 jobs created and the result of the work on the  
10:01:19 25 project are sufficient for each investor in the

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10:01:21 1

project.

2

"USCIS does not deny visas to EB5 investors

3

in projects where there has been a change in

4

construction schedule or construction budget."

10:01:31 5

A couple of important points here: That was

6

in a report we submitted back in February. We're now

7

seven months down the road, and there's nothing

8

provided by defendants to refute that. There's just

9

simply this allegation that we can't meet the

10:01:48 10

construction deadline and that there's -- you know,

11

we're not doing what we're supposed to do under the

12

project.

13

And so this is -- this -- there is going to be

14

a little bit of overlap to the motion to bifurcate

10:02:00 15

because one of the things that defendants are asking

16

this Court to do is to essentially disregard all of the

17

fraud in the inducement and enforce a contract that my

18

client was fraudulently induced into. There is a

19

provision of the contract that in itself is a

10:02:18 20

fraudulent inducement. They're relying on this

21

provision that -- of construction that full project

22

having to be completed. That's not the purpose here.

23

The purpose is for EB5 investors to be able to get

24

their citizenship or have their -- their visas

10:02:32 25

approved.

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10:02:34 1 We've met that. We've completed the project  
2 for these investors under the EB5 program. That's  
3 really important, because when Mr. Greer was up here,  
4 he -- he mentioned unclean hands and he talks about  
10:02:47 5 these innocent third-party investors.

6 Your Honor, more -- before this litigation  
7 started, these jobs were done. These I-829  
8 applications should have been submitted last year. So  
9 you got these investors who's -- who are now -- this  
10:03:08 10 project is tied up in litigation because of this notice  
11 of default, when not only are we not in default because  
12 we've met it, these innocent third-party investors that  
13 the defendants keep referring to are being victimized  
14 because the -- their applications are not moving  
10:03:23 15 forward when we've met the job requirement.

16 And that is huge because there is -- I mean,  
17 this -- the alleged breach here has nowhere and there  
18 is -- it is not a breach in any respect. Mr. Dziubla  
19 is going to have to answer to these investors as to why  
10:03:42 20 he didn't move forward with their applications, but  
21 that really has no place here.

22 The next allegation was that this Patriot  
23 Pavilion has been reduced. Now, that's in there.  
24 We've addressed that. Ms. Holmes has addressed that.  
10:04:07 25 Here we are seven months later. Never been refuted.

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10:04:12 1 Next alleged breach, failure to obtain senior  
2 debt. Now, this is an interesting point. I've  
3 addressed previously that we have to use -- Front Sight  
4 has to use best efforts. That's what the contract  
10:04:26 5 requires.

6 Interestingly enough, when Mr. Dziubla caused  
7 this -- the first frivolous notice of default to be  
8 filed back in September, Front Sight lost someone who  
9 was ready to give them a commitment.

10:04:41 10 So now we have this situation where these  
11 alleged breaches, all of which have been refuted, all  
12 of which are administrative in nature except for the  
13 recent alleged monetary breach, caused them to not be  
14 able to obtain senior debt.

10:04:58 15 Now, here we are, yes, I provided some  
16 information yesterday, commitment letter from this  
17 company, that is willing to do it.

18 Yet it's true those terms are not nearly as  
19 favorable as Front Sight could have obtained prior to  
10:05:13 20 this -- the two frivolous notices of default and intent  
21 to sell being filed.

22 But that's where we are. And that's where  
23 Front Sight is. And Front Sight has to do what it can.  
24 Now, those are damages that go towards our claims, the  
10:05:29 25 fact that they had to borrow at a higher rate and

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10:05:31 1 whatever else, whatever other consequences there are  
2 from that. But Front Sight is not in breach on that  
3 allegation either.

4           The next one, failure to provide monthly  
10:05:42 5 project cost. Again, not in default. I've gone  
6 through and laid out all the information that's been  
7 provided. And, again, I reiterate the fact that our  
8 jobs expert people were -- were fine with the  
9 information that was provided to them. And it shows  
10:05:57 10 that we've more than met the job requirement.

11           The next one is failure to notify of an event  
12 of default. Well, we are not in default, so there's no  
13 default there under that one.

14           The eighth alleged notice of default -- or  
10:06:17 15 alleged default -- I'm sorry -- is failure to inspect  
16 the records. Well, I've cited in the brief,  
17 Section 5.4, they're entitled to records pertaining to  
18 the project and they're entitled access to inspect and  
19 copy such books and records, meaning those related to  
10:06:35 20 the project.

21           We've laid all that out. They've gotten  
22 thousands and thousands of pages of documents. What we  
23 haven't seen in this alleged breach is we haven't seen  
24 anybody come in and say, Well, yes, you gave us some  
10:06:51 25 information, but we need this, this, this, and this.

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10:06:54 1 That's not what happens here. It's just it's spewed  
2 out there: Oh, we don't have -- we want more  
3 information. You're in breach.

4 And I go back to that statement at the  
10:07:05 5 beginning when Mr. Greer stood up and he said they had  
6 "put into evidence." They didn't put into evidence.  
7 They made more allegations that are not supported by  
8 anything.

9 The ninth alleged breach is failure to allow  
10:07:21 10 site inspection. Now, I've attached information  
11 related to that. My recollection is the last site  
12 inspection occurred on October 11th of last year.  
13 Mr. Dziubla was out there. He brought some other  
14 people with him. It's my recollection there were at  
10:07:36 15 least a couple of more times where Mr. Dziubla  
16 requested to go out there.

17 We were asking to do discovery. They were  
18 asking to bring construction experts. I said, "If you  
19 want to start discovery, we'll do that. Otherwise,  
10:07:49 20 we're going to go ordinary course, which is Mr. Dziubla  
21 can come out there and look."

22 He declined to go a couple of times. So this  
23 allegation that we're not allowing him to go out there  
24 is not accurate. It is accurate that I -- that I  
10:08:02 25 personally told them if they were not willing to engage

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10:08:06 1 in discovery with us and provide information, that we  
2 were not going to allow the construction experts to go  
3 out there until we were in discovery.

4 I will also note discovery has been open for a  
10:08:17 5 couple of months and there has been no request to go  
6 out there at all. So we're not in breach under that  
7 one either.

8 The tenth alleged default is that we  
9 haven't -- we have not provided EB5 information.

10:08:32 10 Again, we're not in default. There's been no  
11 discussion or explanation or what is missing. Just  
12 simply didn't provide EB5 information. Again, no  
13 evidence and we're not in default.

14 The 11th and 12th default are alleged failure  
10:08:52 15 to pay the default interest and the legal fees.

16 Now, another interesting point here that has  
17 gone on. Obviously, we continue to maintain the  
18 fraudulent inducement claims to enter into the CLA, and  
19 that -- that we were fraudulently induced. However,  
10:09:10 20 under the terms of the CLA and the attorney's fee  
21 provision and the costs and all that, there is the term  
22 "reasonable."

23 Now, even if Front Sight wants to come in and  
24 say, Look, we're reserving our rights on the fraud,  
10:09:26 25 we're going to cure this whole thing, we're entitled to

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10:09:30 1 assess the reasonableness.

2 I have asked over and over and over again for  
3 that information. I attached the emails where I asked  
4 for it. In general, I didn't get any response at all.

10:09:44 5 We requested that information in request for production  
6 of documents. We got nothing. We still have gotten  
7 nothing.

8 So this allegation that we haven't paid  
9 attorney's fees, default interest, anything else, we  
10:09:59 10 don't need to pay default interest because we weren't  
11 in default. We don't have to pay attorney's fees  
12 because they will not -- they continue to refuse to  
13 provide information to show reasonableness and by so  
14 doing are just simply trying to thwart the entire  
10:10:16 15 project and continue to allege breaches.

16 And I note -- and I noted in my brief --  
17 they're asking for \$789,000 to cure without any  
18 documentation at all.

19 All right. Then the last alleged default,  
10:10:39 20 which is new to this set of pleadings, was failure to  
21 abide by applicable laws and give notice of a criminal  
22 complaint. And the criminal complaint was filed by  
23 Mr. Dziubla and his wife against Ignatius Piazza in  
24 California. It has nothing to do with the underlying  
10:11:08 25 facts in this case, but that's just simply their

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10:11:10 1 attempt to let the Court know that they filed a  
2 criminal complaint. That's not a breach of anything.

3 I wanted to note and step back to the one  
4 before, in my asking for the reasonable attorney's  
10:11:23 5 fees. What I -- the last time, the response I got back  
6 when I asked was pay the interest and we'll talk to you  
7 about giving you the information for the reasonableness  
8 of the attorney's fees.

9 Now, there is another thing that's happening  
10:11:45 10 here that causes me great concern and causes my client  
11 great concern. And that is we're moving forward on an  
12 evidentiary hearing that has gone on now for a little  
13 while. And we've had some scheduling issues and all  
14 those other things. And we're now here on this motion  
10:12:03 15 to dissolve the TRO because defendants are trying to  
16 really just cram this down everybody's throat.

17 I just want to note we didn't -- discovery  
18 didn't begin until the middle of July. The Court may  
19 recall we were here on a motion for appointment of a  
10:12:23 20 special master that the defendants were asking for.  
21 They were claiming that we weren't providing  
22 information, we, Front Sight, weren't providing them  
23 information. And they came in and insisted on the  
24 Court -- if the Court wasn't going to grant a special  
10:12:40 25 master, at least allow them to have documents from us

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10:12:43 1 within 14 days. And that was in the middle of July.

2 And your Honor granted that request. And I  
3 said to the Court, "Is there a limitation on that?"

4 And the Court said, "No."

10:12:54 5 And so I had my request for production ready  
6 to go, and I sent them out that very day.

7 And I sent a whole bunch of requests. I sent  
8 contention interrogatories, requests for a lot of  
9 information. And to be completely candid with the  
10:13:10 10 Court, to the six defendants, the total number was  
11 about six -- a little -- between 550 and 600 requests  
12 because there were contention interrogatories related  
13 to denials in paragraphs and things like that.

14 I got responses back in 14 days as the Court  
10:13:26 15 had ordered. I got an objection to every single  
16 request. Not one objection, repeated, repeated,  
17 repeated objections. Attorney-client privilege, no  
18 privilege log, like, all kinds of stuff. Not one  
19 document was identified. Not one.

10:13:44 20 We answered ours. Now, candidly, we had to do  
21 more. We had to supplement because 14 days wasn't very  
22 long, and theirs were less, in fairness to them.

23 But we identified them. We went through.  
24 We've identified what documents we produced related to  
10:14:00 25 each thing. We've -- not one thing.

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10:14:02 1 Now, when we came here on the 20th of August,  
2 Mr. Greer brought me a stick with -- with documents on  
3 it. I still don't have supplemental responses. I  
4 respectfully call the document disclosure a -- I mean,  
10:14:16 5 it's divided into some emails, but it's kind of a  
6 document dump. It looks like they got shuffled a  
7 little bit. But what's happening now is they're in  
8 here going, Come on, your Honor, rule on this. Make  
9 this TRO go away. This is nothing.

10:14:29 10 And I've been portrayed, by the way, as the  
11 one who's delaying everything. I'm here trying to get  
12 information so I can move forward too. I have filed a  
13 motion to compel just last night. The Court will see  
14 that eventually. But it's important for the Court to  
10:14:42 15 understand what is going on here.

16 Now, we've walked through these things here.  
17 And I address that because it talks about -- I'm sorry.  
18 Give me just one second here.

19 We've walked through and talked about some of  
10:15:09 20 the -- the defects that we saw. We've made the  
21 argument that once an alleged monetary default occurs  
22 there has to be a separate notice of default filed, and  
23 we've cited the statute that talks about that,  
24 107.8080.

10:15:29 25 And -- and then we've also provided some

10:15:33 1 analysis about the refusal to give the information that  
2 we requested about the reasonableness of the attorney's  
3 fees. We've also addressed this defect a little bit.

4           The operative deed of trust is the amended  
10:15:49 5 deed of trust. Ms. Holbert, who signed the notice of  
6 intent to sell, the brief -- the notice of breach --  
7 was substituted as a trustee of the deed of trust, not  
8 the amended deed of trust.

9           That means that Chicago Title is still the  
10:16:05 10 trustee of the deed -- the amended deed of trust. And  
11 we believe on that basis alone right now the Court can  
12 just simply grant our motion for preliminary  
13 injunction, expunge the notice of default. And then if  
14 they decide they want to cure, they'll have to do that.  
10:16:22 15 They probably will because they -- the last time the  
16 Court expunged it, they filed the very next day again.  
17 But that is -- that is fatal to their position.

18           All right. I want to talk about the  
19 opposition to the motion to appoint a receiver as well.

10:16:52 20           So, I guess, before I do that, so I would  
21 say -- this is what I would say: With regard to their  
22 motion to dissolve the TRO, in summary, they are  
23 nowhere close. It's just a supplemental opposition  
24 anyway. They're nowhere close to showing that they  
10:17:10 25 need -- it should be dissolved. And, in fact, as the

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10:17:12 1 evidence has shown as we've gone through the hearing,  
2 the Court will remember we -- I did talk to Mr. Dziubla  
3 for two days where he admitted things like he had no  
4 experience in EB5. And he hedged a little bit. He  
10:17:24 5 worked on a project in 1990 as a lawyer. And then had  
6 the San Diego project, but it didn't go to -- come to  
7 fruition. But he was truthful that he has no  
8 experience in EB5. That's hugely significant in all of  
9 this.

10:17:44 10 And the Court has heard a lot of evidence --  
11 and I want to go back over it, but I won't because the  
12 Court has been patient with letting me lay some of this  
13 out. But over and over and over again, things are  
14 happening that were not appropriate. Took \$20,000 from  
10:18:00 15 my client for a study and then kept the \$20,000 and  
16 instead gave a 20 percent interest to the guy doing the  
17 study in the regional center in an entity that he told  
18 my client he had to fund, but couldn't be the owner of  
19 because the government wouldn't allow it.

10:18:19 20 Not okay. Okay? All part of the fraud.

21 And then, like I said, where we are right now  
22 I think the Court can just simply grant the preliminary  
23 injunction and expunge the notice of default.

24 I also note along those lines we've addressed  
10:18:44 25 every single alleged breach in this notice of default.

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10:18:46 1 We've addressed every single one.

2           And we have come in here and we have provided  
3 the Court with evidence the jobs have been created,  
4 everything that the Court needs to literally get rid of  
10:18:58 5 this thing right now and grant that motion -- grant our  
6 motion for preliminary injunction. There's not even a  
7 need for more testimony on the issue.

8           And I want to address the motion for  
9 appointment of receiver. And the Court is aware of the  
10:19:13 10 case law that talks about it's a harsh and extreme  
11 remedy if another remedy is available to achieve the  
12 same outcome, the Court can't do it, can't appoint a  
13 receiver. And I've gone through and talked about this,  
14 but there's another -- another thing that's really  
10:19:30 15 significant in this instance, and that is the case law  
16 talks about how difficult it is when you appoint a  
17 receiver, especially if it's a unique business, it  
18 actually harms the business. We have a unique business  
19 here. This is a firearms training center, and it is --  
10:19:48 20 it's huge, and it is run by people who have run it as  
21 it has grown. Not just anybody can walk in there and  
22 take care of that.

23           And I will add -- I will remind the Court of  
24 the evidence -- well, there isn't any evidence that  
10:20:05 25 would require a receiver be appointed. We have some

10:20:08 1 stuff in here like we've got an allegation that --  
2 about money and loans and all these different things.  
3 But what don't we have? We don't have a forensic  
4 accountant. We don't have an expert of some sort who  
10:20:26 5 says any of this is true. It's, oh, we've looked at  
6 these and then we threw some numbers out there, and  
7 it's not adequately capitalized. We don't know that it  
8 will -- that -- that it's worth more than -- than the  
9 \$6.3 million.

10:20:39 10 Well, I've got somebody, as I've provided the  
11 Court, Romspen, who's willing to loan \$30 million on  
12 this property. There is just no evidence to back any  
13 of that up.

14 The other thing is as I walk through all the  
10:20:55 15 elements as I was looking for appointment of  
16 receivership motions, they have to show -- they have to  
17 show that the property is insufficient to discharge the  
18 mortgage debt, which I just addressed. They can't.  
19 They haven't. And it's because it doesn't exist.

10:21:11 20 And, again, this is the second time this  
21 motion has been brought for a receiver, and there was a  
22 special master one brought in the middle of the two.  
23 And we're seven, eight months down the road from the  
24 first one and we still have nothing.

10:21:26 25 The other thing, when I walk through these

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10:21:30 1 cases, over and over and over again as they get more  
2 and more into what elements there are that should be  
3 considered, then it becomes even more apparent that a  
4 receiver is absolutely not justified here.

10:21:45 5 And I've quoted cases, this Charmicor, I quote  
6 on page 24, says:

7 "Although appellant alludes to many facts  
8 in its brief which suggest that the property in  
9 question is suffering from waste, those facts  
10:22:02 10 are substantiated nowhere in the record before  
11 us. The record is void of any evidentiary  
12 matter proffered to the court below in support  
13 of appellant's motion for the appointment of a  
14 receiver."

10:22:12 15 That's exactly what we have right here. No  
16 evidence that supports it. And it is more than fully  
17 collateralized which really, by itself, makes that go  
18 away.

19 Now, another thing that I wanted to point out  
10:22:25 20 is that there were several citations in the defendant's  
21 brief to cases that allegedly held that -- or they  
22 quoted certain things that they were supposed to be in  
23 support of their motion. I went through every single  
24 one of those. And as I went through those, I saw over  
10:22:47 25 and over again, some of them were a correct quote, but

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10:22:50 1 it was like a quote of the facts below or something.  
2 They really don't justify or support the holding that  
3 they say it does.

4           And then I spent some time -- I'm sure the  
10:23:02 5 Court read it -- analyzing the Sterling Savings Bank  
6 case, and it listed nine factors. And I -- that was --  
7 the Sterling Savings Bank case was one of those cases  
8 where they quoted a little piece of it as if it  
9 supported their position, and I walked through it.

10:23:19 10 There were nine factors. Some of those factors applied  
11 here. I walked through and explained why there's no  
12 basis at all for appointment of a receiver.

13           Anyway, I won't belabor the point. I had it  
14 in a brief, but it was too long; I had to take some of  
10:23:41 15 it out. I went through and addressed every single one  
16 that just simply don't support it.

17           So as I said, we've addressed every breach.  
18 This -- we should -- the motion for preliminary  
19 injunction should be granted right now as we're  
10:23:57 20 standing here. The motion to dissolve the TRO should  
21 be denied. The motion for appointment of a receiver  
22 should be denied.

23           Let me just take one second and make sure.  
24 One of the things that -- a couple things that came up.  
10:24:12 25 So Mr. Greer mentioned unclean hands and said that

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10:24:16 1 unclean hands does not apply here and he talked about  
2 where innocent third-party investors are involved.

3           Back to my point from earlier: The jobs  
4 requirement for the -- for whatever investors there are  
10:24:32 5 was met more than a year ago. Their I-829 applications  
6 should have been submitted more than a year ago.

7           The defendant's hands are unclean as to their  
8 investors. The doctrine of unclean hands does not bar,  
9 though it is -- it still applies in this instance.

10:25:03 10           Let me just, one second, check my notes.

11           Just a couple of points. I think I made them,  
12 but one was they complain about access to documents.  
13 I'm back to where is a financial expert or somebody who  
14 says that they -- we haven't provided sufficient  
10:25:21 15 information. Our experts have everything that they  
16 needed from what we had given them.

17           Mr. Greer mentioned Cathy Holmes' article,  
18 this article she had written and the red flags.  
19 While -- again, while defendants continue to deny that  
10:25:38 20 they have enough financial information, those red flags  
21 that Ms. Holmes identified in her article aren't here  
22 as evidenced again by the fact that we gave the  
23 information to the experts and they provided a report.

24           They have also alleged that proceeding with  
10:25:57 25 foreclosure protects the investors. And a couple of

10:26:01 1 comments on that. Number one, I asked how. If the --  
2 if the I-829 application should have been sent in over  
3 a year ago, I ask how that happens.

4           Number two, nobody on this side of the room is  
10:26:16 5 qualified to answer that question.

6           We already know from the testimony,  
7 Mr. Dziubla doesn't have expertise in EB5; Mr. Fleming  
8 doesn't have expertise in EB5.

9           And so, again, it's one of those things that  
10:26:33 10 gets thrown out there. But, again, we're a year into  
11 the litigation, four months or -- sorry -- seven months  
12 since I submitted the first expert report, and we have  
13 nothing from the other side to refute what our expert  
14 says.

10:26:57 15           Does the Court have any questions?

16           THE COURT: Not at this point. I was just  
17 listening to what you were saying, sir.

18           MR. GREER: What was that?

19           MR. ALDRICH: Can I have the Court's  
10:27:08 20 indulgence for one second?

21           THE COURT: Yes, you can.

22           MR. ALDRICH: Thank you, your Honor. Just a  
23 couple other quick things.

24           The Court may recall from Mr. Dziubla's  
10:28:24 25 testimony on the first day he testified that -- he

10:28:27 1 testified that I had asked him about a plan B, and he  
2 said he is going to take over the project and raise the  
3 money and finish it.

4 And I asked, "Why didn't you raise the money  
10:28:38 5 before?" They can't raise money to finish it or they  
6 would have. They don't have any expertise in doing  
7 that. And the only person really protecting those EB5  
8 investors right now is Front Sight as they continue to  
9 move forward to find the additional financing they need  
10:28:59 10 to go forward and protect them.

11 We've shown that the jobs were created and  
12 that they can -- they can submit their application.  
13 We've met everything we need to do.

14 And -- and I'll note that the experts that we  
10:29:15 15 used for the jobs reports were -- also our Ms. Holmes  
16 mentioned -- some of the best out there in the whole  
17 country. Hundreds of reports. Okay? The other side  
18 is saying we haven't created the jobs from a guy who is  
19 an owner in the -- in one of the defendant entities  
10:29:36 20 here.

21 So all that again I just reiterate the Court  
22 should grant the preliminary injunction right now and  
23 expunge the notice of default.

24 I don't know if I raised any questions for the  
10:29:50 25 Court when I -- with my additional comments.

10:29:53 1 THE COURT: I was just thinking about some of  
2 your discussions. And as it relates to this project, I  
3 think one of the statements you made that the EB5  
4 investors were protected, I guess, they could be  
10:30:07 5 protected by the deed of trust based upon priority,  
6 right, that's been filed on the property? Would that  
7 be true or not true?

8 MR. ALDRICH: Are they protected by the deed  
9 of trust?

10:30:17 10 THE COURT: Yes.

11 MR. ALDRICH: Well, there certainly is a deed  
12 of trust.

13 THE COURT: Right.

14 MR. ALDRICH: And the issue -- what we're  
10:30:24 15 hearing, though, is that they -- they don't want to  
16 lose their ability to submit this I-829 application for  
17 this visa. That's -- that's the part we keep hearing  
18 about.

19 THE COURT: Right.

10:30:35 20 MR. ALDRICH: Okay? That money -- the money  
21 has to be at risk. Okay? And one of the things -- by  
22 the way, I put in my supplement yesterday, one of the  
23 things we will be proposing to the Court shortly is  
24 that we will put -- Front Sight will put \$7 million in  
10:30:49 25 an account. Okay? We want to fight about the \$700,000

10:30:53 1 that they want to claim, but their \$6.3 million, we can  
2 put it someplace so that we can move forward on the  
3 rest of the claims. We're willing to do that.

4 I have a commitment letter -- I'm going from  
10:31:06 5 memory here, so -- but I believe it said the money can  
6 come in by the 2nd of October. That -- again, that's  
7 another reason why we would expunge the notice of  
8 default. They're fully protected. It's almost like  
9 bonding around it. But -- so but the issue --

10:31:23 10 THE COURT: Why couldn't Front Sight do this?  
11 I mean, it might sound somewhat simplistic, but I would  
12 anticipate the property is fairly valuable. Why  
13 couldn't they refi and take this whole issue off the  
14 table and still seek their damages?

10:31:41 15 MR. MEACHER: That's what we're doing.

16 MR. ALDRICH: That's what's happening, your  
17 Honor. That's what the commitment letter -- that's  
18 essentially what we're trying to do. We got a  
19 commitment letter for money. The commitment letter  
10:31:49 20 says right in there --

21 THE COURT: So, I guess --

22 MR. ALDRICH: -- they're going to take the  
23 first 7 million and we're going to -- but what we're  
24 asking is to put it -- I'll do a motion. We're going  
10:31:57 25 to put it someplace so that it's protected while we

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10:32:01 1 finish litigating the claims.

2 THE COURT: I was just thinking. I mean, you  
3 could still litigate the claims by just paying off the  
4 deed of trust. You still reserve the right to seek  
10:32:11 5 your damages if so; right? And this whole EB5 issue  
6 becomes a nonissue.

7 MR. ALDRICH: Well, we --

8 THE COURT: Potentially.

9 MR. ALDRICH: -- would agree. I think the  
10:32:22 10 defendants probably disagree, because they're trying to  
11 move forward on a construction loan agreement that  
12 requires completion which, you know, our position is we  
13 got duped into that particular provision. That's for  
14 another time, but --

10:32:35 15 THE COURT: I understand.

16 MR. ALDRICH: Okay. Anything else?

17 THE COURT: I was just thinking -- I was just  
18 thinking about that would have a significant impact on  
19 the litigation if that was to occur, I would think. I  
10:32:44 20 don't know.

21 MR. ALDRICH: Yeah.

22 THE COURT: But I'm not a real estate investor  
23 and I don't get involved in EB5 all the time. You  
24 know, this is my first case involving this. But I was  
10:32:51 25 just listening.



10:32:53 1 MR. ALDRICH: Any other questions?

2 THE COURT: Your client wants to talk to you  
3 for a second.

4 MR. ALDRICH: All right. So we are -- there's  
10:33:32 5 a couple of things. We are proposing to set aside the  
6 \$7 million. But the issue is the money is going to be  
7 at risk for these people while they're -- for the  
8 application for the I-829. It's going to need to stay  
9 that way until those get filed. So that's part of the  
10:33:47 10 issue that we're having here.

11 I'll have a motion coming, but -- that will  
12 explain that even more. But the jobs have been  
13 created. They're good. And so we have the contractual  
14 issue still to fight about. But all that, we've done  
10:34:01 15 everything we need to do and we're asking the Court to  
16 expunge this notice of default.

17 THE COURT: Okay. Anything else, sir?

18 MR. ALDRICH: No. That's all.

19 MR. GREER: Your Honor, been a lot of new  
10:34:24 20 things injected into the venue here, into the forum  
21 today.

22 Could we take a break at this time? I'd like  
23 to meet with my clients and ingest all of what just  
24 happened.

10:34:33 25 THE COURT: Oh, of course, you can. You know

10:34:35 1 what it is, and I'm sitting -- understand this. I  
2 understand -- I truly get the risk for all parties  
3 involved in this matter. And you've noticed I've been  
4 very cautious as we've approached and gone through this  
10:34:48 5 litigation.

6 And one of the primary reasons I asked  
7 Mr. Aldrich that question is this: Ultimately, at some  
8 point I might have to make some very difficult  
9 positions -- I mean decisions. But I've always been a  
10:35:05 10 firm believer that parties should try to control their  
11 own destiny. And I realize sometimes that can't happen  
12 and I have to do what I have to do.

13 But I don't know if we're at that point yet.  
14 Depending on how the day goes, I mean, I might have to  
10:35:17 15 make some tough decisions. I mean, I'm just going to  
16 tell you this. There's a lot of documents here on my  
17 plate. I'm going to go back and review everything  
18 before I make a decision, because I never -- I can't  
19 remember making any decisions in haste. That's the  
10:35:30 20 best way I can say that. In 14 years I never do that,  
21 you know, because there's -- I get what's at risk.

22 But I'll let you take a break. And when you  
23 call -- when you need me, just let the marshal know,  
24 and we'll get started again.

10:35:44 25 THE MARSHAL: All rise.

10:35:44 1 MR. GREER: About 20 minutes?  
2 THE COURT: That's fine.  
3 -oOo-  
4 (Recess)  
-oOo-  
11:20:49 5 THE COURT: All right. So I guess we can  
6 continue on.  
7 MR. GREER: We are back.  
8 THE COURT: Yes.  
9 MR. GREER: I mentioned when we -- when we  
11:21:05 10 took the break some new information that was  
11 interjected here, and that was the wire transfer, which  
12 we were able to confirm for about \$109,000 which is  
13 three months' worth of regular interest payments.  
14 What was not received was because those  
11:21:21 15 payments were not paid on time, it was event of default  
16 for which Front Sight was given notice; we've given  
17 copies of those notices to the Court. So, therefore,  
18 there's default interest owed on those three months of  
19 about another \$100,000. So there is still now monetary  
11:21:38 20 default not just for default interest due because of  
21 the performance failures but also now because of a  
22 monetary default.  
23 Interestingly, one of the arguments was that  
24 the notice of default that's been filed with Nye County  
11:21:52 25 is inaccurate or technically inadequate because it does

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11:21:57 1 not identify the past due payments as being part of the  
2 default.

3 Well, now that those payments have been paid,  
4 and the only thing remaining is the default interest on  
11:22:09 5 those payments, it actually makes that notice perfectly  
6 on point because the notice does request default  
7 interest and gives Front Sight notice that is being  
8 requested in the default and the foreclosure process.

9 The EB5 evidence, your Honor, we contend is  
11:22:27 10 really just -- the number of jobs that are created here  
11 at this time is not relevant to the proceedings on the  
12 breach of contract or the defaults under the  
13 construction loan agreement.

14 Whenever Front Sight, Mr. Aldrich was going  
11:22:45 15 through the list of the defaults, whenever there was a  
16 default that they had to admit there was a default  
17 under the construction loan agreement, they then  
18 shifted over to, But EB5 doesn't mean this and EB5  
19 doesn't mean that. You can't do that. The EB5  
11:23:01 20 regulations don't supplant the language of the  
21 construction loan agreements.

22 And so I would like to address, though, to the  
23 extent just to -- because the evidence is before the  
24 Court, first of all, your Honor, this is exactly why  
11:23:20 25 hearsay evidence, which is what this is, should not be

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11:23:23 1 allowed in court. We don't have the author of the EB5  
2 economic analysis here, so we don't even know what that  
3 person relied upon. That's not included in the  
4 exhibit. We just have these numbers. And in several  
11:23:34 5 places that says based on information per client or,  
6 you know, per Front Sight.

7 But if your Honor could look, here's page -- I  
8 can direct the Court if the Court is interested in  
9 seeing it. I don't think it matters, but if the Court  
11:23:51 10 does wrong -- the Court does believe it matters, I  
11 would direct the Court to a couple of the documents  
12 which show that our position on this is correct.

13 The only page of the economic analysis that  
14 even comes close to mattering would be page 3 of the  
11:24:06 15 supplemental report. All the other parts of the -- of  
16 the initial analysis which was done in 2013 and of the  
17 supplemental report subsequently cover periods of time  
18 that are inappropriate.

19 For example, from July 2016 forward, it  
11:24:23 20 doesn't really matter. From July of 2015 forward  
21 doesn't really matter.

22 The only time it starts to matter is once the  
23 construction loan agreement is signed and the EB5 money  
24 comes in to Front Sight.

11:24:37 25 Now, there is an exception and this is, again,

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11:24:40 1 why we don't accept -- shouldn't accept hearsay  
2 evidence because it needs to be elaborated upon. In  
3 these exhibits, they do mention bridge loans. And if  
4 there was a bridge loan used while the EB5 money was  
11:24:56 5 being processed, the borrower can -- actually the  
6 lender can get credit for that bridge loan which is  
7 then paid off by the incoming EB5 money. Why that --  
8 which would allow then Front Sight to argue that the  
9 jobs all the way back to 2013 should be counted here,  
11:25:13 10 and there's plenty of jobs for everybody. But what  
11 they're missing is this isn't a bridge loan.

12           What they were paying off here -- and here's  
13 where I would refer the Court to pages 5, 6, and 7 of  
14 Front Sight's opposition brief, and compare that with  
11:25:31 15 page 3 of the supplemental report. The supplemental  
16 economic analysis done by David Evans at page 3 simply  
17 states in Table 2, hard construction costs,  
18 6.758 million. That's the amount of the loan. So they  
19 took that amount of the loan, multiplied it times the  
11:25:53 20 final demand multiplier which -- to come up with the  
21 number of jobs. And we don't disagree with that  
22 multiplier number. But they take 6.758 million,  
23 multiply it times 16.98, they come up with 103 jobs to  
24 be created by spending \$6.758 million on hard  
11:26:12 25 construction. That would be true if that money was

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11:26:14 1 spent on hard construction. How do we know how much of  
2 that money was spent on hard construction creating jobs  
3 and how much was spent paying off other loans which  
4 doesn't create jobs?

11:26:24 5 Remember, these aren't -- these aren't bridge  
6 loans. These are preexisting loans well before 2013  
7 namely. And this where I refer the Court to page 5  
8 through 7 of their brief.

9 If you look at page 5, line 20 in the chart  
11:26:43 10 there, they say these are -- they're analyzing how much  
11 was spent on the project, and they call it expense  
12 category and then the totals. There are only two items  
13 that go into construction here, I believe, and they're  
14 the first two items on that chart, one for 994,000, one  
11:26:59 15 for a million. And then on the next page, maybe the  
16 consulting fees for 82,000 might go into that.

17 Everything else is 500,000, pay off class action lien.  
18 1.8 million, pay down class action lien. 6 million,  
19 pay down Holocek note, which has been around all the  
11:27:25 20 way back since the class action. That note's that old.  
21 It wasn't new money that was spent on the property as a  
22 bridge loan. 1.4 million, pay off Holocek loan.

23 So of the 12 million they identify there, all  
24 but about 2.4 million is spent on paying off other  
11:27:42 25 loans. That doesn't create jobs. It has to be spent

11:27:45 1 on hard construction.

2           So we have -- and these numbers, according to,  
3 you know, Mr. Dziubla and LVD Fund's calculations, we  
4 come up with about 2.5 to 2.7 million dollars of that  
11:27:57 5 6.7 that was spent actually on construction. So that's  
6 consistent with their table -- plaintiff's table on  
7 page 5.

8           Then if you go to page 6 and 7 there is the  
9 second table that talks about construction categories,  
11:28:08 10 and it identifies where the money's spent. The first  
11 entry is construction costs from June 30, 2017, through  
12 July 1, 2018, 2 million.

13           And then the next expenses 1.9 million, the  
14 Holocek note. You've got 600,000 in another Holocek  
11:28:30 15 note.

16           Other construction costs, 60, 60 -- if you add  
17 up just the construction costs and deduct the amount  
18 spent paying off the Holocek loan, you come up with  
19 about \$2.7 million of hard construction costs. That's  
11:28:45 20 what was spent.

21           And here is -- and this -- and Mr. Aldrich  
22 actually read the most important part of Ms. DeBono's  
23 report. And this is -- this is -- I just want to make  
24 sure the Court gets this and make sure that Front Sight  
11:28:59 25 gets this, is she says:

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11:29:01 1 "As long as the investors can show that  
2 their capital was invested in the project  
3 generally described in the business plan filed  
4 with the USCIS, whether there were changes in  
11:29:10 5 size of the project or changes in the budget or  
6 construction timeline, EB5 investors will  
7 receive their visas so long as the number of  
8 jobs created as a result of the work on the  
9 project are sufficient for each investor in the  
11:29:24 10 project, you know, to meet their requirements.  
11 The USCIS does not deny visas to EB5 investors  
12 in projects where there's been a change in  
13 construction or change in construction budget."

14 What's that saying in there is getting the  
11:29:39 15 number of jobs is what's essential, and that money is  
16 fungible. Front Sight by the contract construction  
17 loan agreement could take that money and pay off a  
18 loan. They could do that.

19 But what that means is the next money that  
11:29:53 20 comes in needs to go into construction because  
21 eventually -- and the dates here, the cutoff date we  
22 had in the contract is two weeks away -- but eventually  
23 they had to put enough money into the project, in  
24 construction, in new construction, when the EB5 money  
11:30:11 25 came in and in order to create those jobs. And it's --

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11:30:13 1 it winds up being about seven and a half, \$8 million  
2 total expenditures to create the jobs. And by Front  
3 Sight's own papers, they show that only about 2.5 to  
4 \$2.7 million was spent on construction.

11:30:30 5 Now, if there had been additional  
6 construction, we should -- LVD Fund needs to know about  
7 it. One of the breaches is giving monthly -- reports  
8 of monthly construction costs to LVD Fund.

9 And in that same paragraph I just read to you  
11:30:47 10 and Mr. Aldrich read to you earlier they say that USCIS  
11 doesn't deny investors, EB5 investors, you know, visas  
12 when the number of jobs are created even if there's  
13 changes in the project or, you know, changes in the  
14 budget or changes in the timeline.

11:31:03 15 What's happened -- has to happen, she doesn't  
16 address there and Mr. Dziubla has, is LVD Fund needs to  
17 know that. They have -- the contract gives them a  
18 right, if they get -- it gives Front Sight the  
19 obligation to keep LVD Fund apprised of these changes  
11:31:20 20 because LVD Fund has to report this to the USCIS.

21 Front Sight says, Oh, we made these changes,  
22 but it's not material. The Patriot Pavilion, you know,  
23 meant 85,000 square feet for the whole project. And  
24 all we're doing is changing the size of the classroom.  
11:31:40 25 No big deal.

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11:31:42 1           Maybe that's the case.   Maybe there's still  
2 going to be enough construction there if it's completed  
3 to create all those jobs, but he can't keep a secret.  
4 He can't just say, Trust me.   The contract is designed  
11:31:54 5 so that Mr. Dziubla and LVD Fund can meet its  
6 obligation to its EB5 investors and -- and to the USCIS  
7 to report these changes, to report changes in the  
8 schedule, to report changes in the budget, to keep the  
9 USCIS apprised of all these things.   And that's where  
11:32:12 10 these performance breaches have some into play where  
11 there are no plans, no Nye County plans ever received.  
12           That's the bank statements and Mr. Aldrich  
13 said, What are we asking for?   We never asked for  
14 anything specific.   We've asked for bank statements  
11:32:29 15 every time we've filed papers with this Court, your  
16 Honor.   We've asked for Nye County-approved plans every  
17 time we've come into this court.  
18           And so I hope the Court has had enough time  
19 with all these variances here to understand that the  
11:32:41 20 general nature of the EB5 process is that money has to  
21 go into construction.   It can't go off just to be used  
22 to pay off another loan elsewhere.   And if that money  
23 is used to pay off another loan, other money has to  
24 come in in order to make the construction and meet the  
11:32:57 25 jobs.

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11:33:11 1           You know, I'm not going to go in depth. The  
2 Court has heard the testimony of Mr. Dziubla, knows his  
3 background in EB5. He admitted that he had experience  
4 with another project that he'd been involved with his  
11:33:25 5 law firm in the past. But what also is in evidence are  
6 the bills that were received from the attorneys, they  
7 hired the best EB5 attorneys that they could find as  
8 part of the project. That was part of the initial  
9 negotiations with Front Sight. They've -- they hired  
11:33:39 10 the best EB5 agents out there in order to gather the  
11 investors.

12           And so what's -- what's missing here is that's  
13 what we need to have Mr. Piazza on the stand today is  
14 because there's no -- there's no evidence anywhere here  
11:33:55 15 that there was any misrepresentation of any kind. That  
16 can only be achieved if Mr. Piazza gets on the stand  
17 and says something that was told to him that wasn't  
18 true.

19           And so at this point in time for this motion,  
11:34:07 20 for the TRO and for the receivership, there is just no  
21 evidence of any misrepresentation before the Court at  
22 this time.

23           With regard to the new line of credit, your  
24 Honor, again, they've had the \$36 million line of  
11:34:22 25 credit for more than a year. They've done nothing with

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11:34:24 1 it. What makes -- what makes any of us think that now  
2 getting this new line of credit is going to change  
3 anything at all?

4 Your Honor, it's -- we've been screaming and  
11:34:38 5 Mr. Aldrich brought that up, we've been in this Court I  
6 don't know how many times asking for a receiver, you  
7 know, for -- for relief for, you know, court  
8 intervention of some type. Now a whole year has almost  
9 gone by and there has been no activity on Front Sight,  
11:34:52 10 and now the time is past and now we're getting up  
11 against the wall for these EB5 investors.

12 I think that -- that at this point in time we  
13 need to do -- I would be asking for two things. At the  
14 minimum we got to do one, your Honor, because we've --  
11:35:08 15 because right now we've got no progress reports, we  
16 have no EB5 documentation including bank statements, no  
17 plans.

18 The changes they say they've made, we've got  
19 no documentation as to what those changes are. The  
11:35:18 20 changes in the schedule which have clearly been made,  
21 we've got no documentation showing why they changed,  
22 how they're going to remedy the situation, when the new  
23 due date is. We're just in the dark here with a report  
24 coming up in just a couple of months here.

11:35:32 25 And so we need two things, your Honor. We

11:35:34 1 need to either let -- ask the Court to take off our  
2 handcuffs and let us go forward with the remedies that  
3 are allowed for in the contract, which is the  
4 foreclosure process. I think that the foreclosure  
11:35:47 5 process, it may not lead to a foreclosure, but it may  
6 compel resolution in a fair way. I think that this  
7 particular defendant isn't going to do anything until  
8 he's made to, and we need to get to that point.

9           So either let us do it, let LVD Fund do its  
11:36:08 10 job, protect its investors. And if the Court somehow  
11 does -- for some reason doesn't feel comfortable with  
12 that, then jump in, intervene, get a receiver, get a  
13 special master in there. You know, do you believe  
14 Mr. Aldrich, Mr. Greer, Mr. Piazza, Mr. Dziubla?

11:36:24 15 There's a lot of moving parts here. I can tell you  
16 that one thing I really want to get across is the Court  
17 needs to protect people. That's what the Court is here  
18 for.

19           And, you know, these issues of the EB5, you  
11:36:36 20 know, which jobs are created, which aren't, and what  
21 documentation is available, and what needs to be given,  
22 et cetera. That may be -- the only way to get to that  
23 is to get somebody appointed in here as a receiver who  
24 the Court can trust, who can look at all this, talk to  
11:36:53 25 both sides, look at the documents, and recommend to the

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11:36:56 1 Court what needs to be done.

2 I think that it's likely that if the Court  
3 appoints a receiver, just having dealt with this in the  
4 past when the receiver was appointed to Front Sight to  
11:37:05 5 my class action, you know what, things got going pretty  
6 quick. We got things on track and, you know, it got  
7 wrapped up, you know, pretty rapidly.

8 So really, your Honor, just the Court right  
9 now with the way things are set up is really hampering  
11:37:21 10 this process, frustrating the process, and causing a  
11 lot of problems.

12 Ask either let us the freedom to resolve it,  
13 get it done, or jump in with the court intervention  
14 with a receiver or special master to look at this and  
11:37:37 15 to advise the Court on the proper way to proceed.

16 Thank you.

17 THE COURT: Okay. So do you have something  
18 else you want to add, sir?

19 MR. ALDRICH: I do have a little bit more, if  
11:37:50 20 I may.

21 THE COURT: Yes.

22 MR. ALDRICH: Okay. All right. So we took a  
23 break. Mr. Greer had a chance to look at the economic  
24 reports we provided apparently and he asked the Court  
11:38:15 25 just to look at the supplemental. Then looked at my

11:38:18 1 pleadings and talked about some of the things that are  
2 listed there.

3 He came back and part of his argument just now  
4 was that they've been in the dark, they don't know  
11:38:27 5 what's -- what's going on.

6 We provided a report on the jobs from somebody  
7 that Ms. Holmes calls the best -- among the best in the  
8 country. And those jobs reports address exactly the  
9 arguments that defendants are trying to make here.

11:38:47 10 And I go back to my comment from earlier. And  
11 it is: There has to be evidence, and there's no  
12 evidence. That they throw a lot of stuff out there and  
13 make a lot of arguments, but there's no evidence.  
14 We've come in with experts and people who know what  
11:39:03 15 they're doing in EB5 funding and we've provided the  
16 evidence that's there.

17 THE COURT: What do I do with the default  
18 interest issue that was raised?

19 MR. ALDRICH: Well, on that, your Honor, we  
11:39:14 20 filed a motion -- as the Court is aware, we filed a  
21 motion because what's happened here is we were  
22 fraudulently induced into the contract in the first  
23 place. And my client's paying the default interest --  
24 or I'm sorry, the regular interest, right, which then  
11:39:33 25 defendants, who are the wrongdoers anyway are using to

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11:39:36 1 pay their attorney's fees. So we did a motion to ask  
2 the Court to allow us to continue to make those  
3 payments into a separate account. We expressed the  
4 intention that we would continue to make the payments.

11:39:46 5 When the Court ruled on that, that order was entered  
6 last Friday. Front Sight made the payment on Tuesday.

7 So it's our position we had sought the --  
8 we're not in default on that. Default interest is not  
9 warranted because that money -- we had made that  
11:40:02 10 request to the Court. Once the Court denied it and the  
11 order was entered, they paid it. We're good. So  
12 that's --

13 THE COURT: Well, here's my question: I mean,  
14 filing a motion with the Court asking specific relief  
11:40:13 15 pursuant to the contract doesn't stay the obligation to  
16 make payments, right? And so -- and that's my point.  
17 Just because you ask the Court for something whether  
18 you win or lose, you still have that obligation  
19 pursuant to a contract to perform, and that's how  
11:40:32 20 things are done. And so I don't think that's

21 necessarily an adequate explanation as to why timely  
22 payments were made. Because what you do is you make  
23 them. Then you continue to seek some sort of relief  
24 from the Court. Or, for example, the TRO, you might --  
11:40:51 25 or a preliminary injunction, you might disagree with

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11:40:53 1 it. You follow the court order and then you appeal it.  
2 I mean, that's how processes work, you know.

3 MR. ALDRICH: Um-hum.

4 THE COURT: And so --

11:41:03 5 MR. ALDRICH: Some --

6 THE COURT: I'm not sure about that one. But  
7 then I'm looking here -- and here's the thing. And,  
8 Mr. Aldrich, you've been in front of me many times  
9 before. You know I don't -- I don't proceed  
11:41:14 10 cavalierly. I always take my time, especially in cases  
11 like this. And what's unique about it is, I mean, I've  
12 never had an EB5 case, and I have a much better  
13 understanding than the first day you walked in here.  
14 And so ultimately at some point, you know, because I  
11:41:30 15 try to give the parties an opportunity to control their  
16 own destiny. Sometimes I feel parties don't  
17 necessarily appreciate that. And then it's like my  
18 first law clerk who used to say, Well, Judge, you have  
19 to come down with a velvet hammer and you have to make  
11:41:48 20 tough decisions. And I don't mind doing that as long  
21 as I've had time doing it, I mean, to assess the  
22 circumstances. So we are where we are today, right?  
23 And it appears to me that on some level I'm going to  
24 have to make some decisions over the next few days  
11:42:06 25 regarding this matter.

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11:42:10 1           And I do -- and trust me. I do remember  
2 reviewing the expert reports. We talked about that  
3 about four or five hearings ago. That's my  
4 recollection.

11:42:18 5           So what else do I need to know?

6           MR. ALDRICH: Just to address the default  
7 interest, and I don't have Aspecific calculation. My  
8 client's telling me that the calculation is not  
9 \$100,000 that's owed. It's actually more like \$5,000.

11:42:35 10 And, in fact, an issue will resolve that, the  
11 5,000-dollar issue. But, again, our position remains  
12 on that.

13           A couple of things that are important to  
14 under -- to remember here: These economists know what  
11:42:52 15 they're doing. They're among the best in the country.  
16 And we've heard today that they need -- defendants need  
17 information that they claim we're not getting. The  
18 information we've given to the experts was plenty, but  
19 they need this information to be kept in the dark  
11:43:08 20 because they need to give it to the USCIS for these  
21 reports.

22           I remind the Court of the testimony that  
23 Mr. Dziubla gave, I believe it was the first day he  
24 testified. He did not tell the USCIS in his report  
11:43:21 25 last year that this was in litigation.

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11:43:22 1           When I asked him why, he said, Well, there  
2 wasn't a field for that on the form.

3           So I questioned that the -- that there's this  
4 issue of wanting to, you know, get information to make  
11:43:36 5 sure USCIS knows what's going on.

6           And I think that there was a statement there  
7 was no -- there have been no evidence of  
8 misrepresentations. I would, obviously, strongly  
9 disagree with that. I -- I'd be happy to go through  
11:43:52 10 the misrepresentation chart I made. The only problem  
11 is it's about 40 pages long of things that were said  
12 that turned out not to be true based on the testimony  
13 that we've had here.

14           THE COURT: And I do remember you going  
11:44:06 15 through that in some detail.

16           MR. ALDRICH: And I have.

17           THE COURT: Here's my point: Ultimately, is  
18 this still a jury trial or not? I don't know.

19           MR. GREER: No.

11:44:15 20           MR. ALDRICH: Well, that's its own dispute, I  
21 suppose, at this point, but --

22           THE COURT: Yeah. Well, I don't have to --  
23 that's a ground we don't have to plow right now, I  
24 think.

11:44:23 25           But my point is this: There's two issues

11:44:26 1 going on here. Number one, as far as the ultimate  
2 factual determination as it relates to the  
3 responsibility, I don't have to make that right now;  
4 right? And so I'm dealing with at the very outset a  
11:44:46 5 motion to dissolve the TRO and appoint a receiver.

6 MR. ALDRICH: Um-hum.

7 THE COURT: And that's what I have to deal  
8 with.

9 MR. ALDRICH: Yeah.

11:44:52 10 THE COURT: And that's a slightly different  
11 standard. In fact, much different standard.

12 And this isn't the first time I've dealt with  
13 a receiver issue in this case.

14 And the case law is pretty clear in this  
11:45:05 15 regard. I mean, the Court should be reluctant to, you  
16 know, appoint a receiver. That's almost like a last  
17 resort --

18 MR. ALDRICH: Correct.

19 THE COURT: -- typically. I mean it is.

11:45:16 20 But then one of the -- when you have  
21 allegations of default as they relate to deeds of trust  
22 as it pertains to commercial business loans, typically  
23 that's one of the categories where receivers are  
24 appointed, you know. And I realize there is a factual  
11:45:36 25 dispute regarding some of the issues as it relates to

11:45:40 1 the EB5 and compliance. I understand that.

2 But then we have the three payments, and now  
3 there's an outstanding issue as to whether or not there  
4 is interest money due and owing at this time. And so,  
11:45:54 5 I mean, those are things I have to consider too.

6 MR. ALDRICH: Sure.

7 THE COURT: Yeah. Is there -- and I don't  
8 want to overlook whatever point you want to make at  
9 this stage.

11:46:04 10 MR. ALDRICH: I just want to -- a couple -- I  
11 guess a couple other things. The Court mentioned one  
12 of the facts. We've listed a whole bunch of factors.  
13 We've walked through all those factors. And this is  
14 all fully collateralized. We also, like I said, are --  
11:46:17 15 have got a situation where we can essentially post the  
16 amount. We're going to ask the Court to do that in  
17 a -- in a blocked account, but we can do that to fully  
18 resolve anyway.

19 THE COURT: No. Here's my question, though:  
11:46:30 20 Why would I -- why would a court do that? And the  
21 reason why I'm asking that is this: Regardless of the  
22 squabbles, and maybe that's -- or the allegations as to  
23 fraud in the inducement and those types of things, I  
24 get that. But my question is this: It seems to me,  
11:46:47 25 unless I'm missing something -- and you can tell me if

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11:46:50 1 I'm wrong or not -- if those monies were paid to  
2 satisfy the first deed of trust, that would impact your  
3 client's abilities to still proceed with all their  
4 claims they're making as it pertains to fraud and the  
11:47:03 5 like, wouldn't it?

6           And the reason why I think that's important,  
7 because at the end of the day, one thing -- I guess  
8 this is one of the issues where there doesn't appear to  
9 be any issues of material fact would be this: There  
11:47:29 10 was a certain sum of money transferred, right? And we  
11 can all agree to that.

12           MS. HOLBERT: Right.

13           THE COURT: I mean, that's not a controversy  
14 on any level, is it?

11:47:40 15           MS. HOLBERT: No, I don't think so. Not by  
16 investors.

17           THE COURT: And I'll state it another way:  
18 EB5 money was invested, right?

19           MS. HOLBERT: Right.

11:47:53 20           MR. ALDRICH: Yes, your Honor. So here's the  
21 issue. And the way we get to that, remember that  
22 there's this I-829 application that's supposed to  
23 happen when the jobs are created. The money is  
24 supposed to be at risk until that's approved. And so  
11:48:07 25 the money is going to need to be at risk.

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11:48:10 1 Unfortunately, it's not a situation where my client can  
2 just walk in and pay it off and have the defendants go  
3 away.

4 THE COURT: Why -- why -- well, yes and no, I  
11:48:19 5 guess. I guess it all depends. I mean, your client  
6 has their claims, and I'm not even talking -- it  
7 might -- because remember my original question was  
8 this: Would satisfaction of the underlying first deed  
9 of trust impact or preclude your client from still  
11:48:34 10 proceeding on their claims as it relates to fraud in  
11 the inducement and all those claims that are part of  
12 this case? I don't think they would, you know, but  
13 nonetheless -- and they could still make claims for  
14 damages and the like. But that would definitely change  
11:48:52 15 the posture of the case in many respects.

16 And the reason why I bring that up, how is  
17 that any different than taking 7 million and setting  
18 that aside in an account versus satisfying the deeds of  
19 trust? There's no more EB5 reporting requirements.  
11:49:09 20 All that's off the table, I think.

21 MR. GREER: Your Honor, here's the -- the  
22 problem is, your Honor, the contract forbids that.

23 THE COURT: Okay.

24 MR. GREER: And it isn't -- payment of the  
11:49:19 25 loan isn't something that resolves the problem. It's



11:49:23 1 the jobs have to be created.

2           It has -- we need to have Front Sight put  
3 about another 5 or \$6 million into construction. That  
4 will create the jobs. And after the jobs are created,  
11:49:37 5 then we could -- then they can pay off the loan.

6           So depending on how fast Front Sight gets  
7 moving on this, they might be able to pay it off in a  
8 year, you know. But it's -- it's really not a  
9 situation where they just pay off the loan and walk  
11:49:52 10 away.

11           MR. ALDRICH: And that's why we're proposing  
12 to put it someplace where it protects everybody and it  
13 sits over there, but --

14           THE COURT: So, I mean, hypothetically if the  
11:50:04 15 first deed of trust was satisfied, what would be the  
16 damage calculation? I mean, I don't know. I'm just  
17 thinking -- I mean, I can't call you up on the phone;  
18 right --

19           MS. HOLBERT: Right.

11:50:17 20           MR. GREER: Here's --

21           THE COURT: -- and tell you what I'm thinking  
22 about.

23           MR. GREER: I guess.

24           THE COURT: But in open court, I can express  
11:50:20 25 my thoughts to everyone, right? Because I do listen.

11:50:23 1 (Unreportable cross-talk)

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

3 MR. GREER: Your Honor, here's where the

4 damages would be.

11:50:25 5 You would have 13 people whose dream of

6 becoming citizens is now squashed and the emotional

7 damages that go along with that and the impact on their

8 families. That's -- that's the damage of paying off

9 the loan and not meeting their obligations to work on

11:50:47 10 the project.

11 The -- these investors would then have to go

12 find another project. Perhaps, go to the back of the

13 line, if they can find the space. The laws are

14 changing here fairly quickly and they're doubling the

11:50:58 15 amounts of -- required to get in, so that each one of

16 those investors would have damages of an amount just

17 about equal to their investment, because now to get

18 back in line it's going to cost them \$1 million rather

19 than half a million dollars, so you'd have damages of

11:51:12 20 \$6.75 million even after the loan is paid off is the

21 problem. This thing has to get done.

22 MR. ALDRICH: The jobs are created. We have

23 proof right here.

24 THE COURT: Well, here's the thing. I mean,

11:51:24 25 now -- and I won't even go there. I mean, I listened

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11:51:27 1 to that, and I thought about six or seven legal issues,  
2 and I'm not going to bring those up because they've  
3 been brought up. But I understand the position. But  
4 continue on, sir.

11:51:42 5 MR. ALDRICH: Well, obviously, it's important  
6 for the Court to understand how this works. And that  
7 is that when the jobs are met that have been created,  
8 then the approval process has to be started.  
9 Mr. Dziubla is the one who has to do that. If he's  
11:51:56 10 here really looking out for all these people, he should  
11 have submitted that information last year. And it  
12 makes no sense that they're coming in here now and  
13 saying, Oh, no, we don't have the job creation. We  
14 absolutely do have the job creation. It's right here.  
11:52:10 15 Two of the country's biggest experts have said so.  
16 What's the counter? Huh-uh. From who? From the  
17 person who admitted this was his first EB5 project.

18 Let's be serious here. It's exactly what we  
19 have. We have done everything that we need to do.  
11:52:29 20 Everybody is fully protected.

21 And so anyway, we've -- and then, I guess, the  
22 Court's already heard me, but I'm -- I'm -- obviously  
23 this -- this fraud issue, the mention there's no fraud,  
24 it's over and over and over again. I've been over  
11:52:43 25 this. I know the Court is aware of that. But that is

11:52:45 1 not an accurate representation.

2 THE COURT: Remember, it's not my job unless  
3 we have a trial on the merits to make it a factual  
4 determination; right?

11:52:56 5 MR. ALDRICH: Sure. But to the extent that it  
6 goes to we've been hearing reasonable likelihood of  
7 success on the merits and all that, that's all out  
8 there.

9 THE COURT: I understand.

11:53:05 10 MR. ALDRICH: Any other questions, your Honor?

11 THE COURT: No.

12 MR. GREER: One minute if I could, your Honor.

13 THE COURT: Yeah.

14 MR. GREER: First of all, as I stated before,  
11:53:11 15 the document that's -- the 2013 economic analysis is  
16 hearsay, should not be considered by the Court at all.  
17 And so Mr. Aldrich says, Well, these experts got enough  
18 to make the decision, you know. That's got to be good  
19 enough. Well, what did these "experts" review? What  
11:53:31 20 did they rely upon? What were they given?

21 MR. ALDRICH: It's in there.

22 MR. GREER: It is in there?

23 MR. ALDRICH: It's listed.

24 MR. GREER: It's comments from Mr. Piazza.

11:53:38 25 That's what it is. And if you look at the table that

11:53:41 1 really matters, all it says is the loan amount, 6.75  
2 times the multiplier, and that number is just per  
3 client. There is not -- if -- your Honor, here, this  
4 may be the best reason to get a receiver in place is:  
11:53:55 5 How do you make that decision if it's an issue --  
6 THE COURT REPORTER: I'm sorry. I can't hear.  
7 MR. GREER: I don't think it's an issue.  
8 But if the Court does really want to hammer  
9 that down, appoint a receiver. Have a receiver. That  
11:54:07 10 is the type of accounting issue and assessment issue  
11 receivers are perfect for. And the receivers can get  
12 those reports from both sides, ask for the supporting  
13 documentation, and actually analyze the two competing  
14 interests with regards to the number of jobs that have  
11:54:20 15 been created. That's exactly why a receiver should  
16 be -- should be appointed in this place and this time.  
17 And also, your Honor, with regard to who's  
18 making the decisions on questions of fact, it's your  
19 Honor. We put in our brief that -- we've referenced  
11:54:35 20 the part of the plaintiffs all -- in all capital  
21 letters in the construction loan agreement, "Borrower  
22 waives a right to jury trial on all issues relating to  
23 the loan or the loan documents." That means all the  
24 breaches, everything leading up to this is going to be  
11:54:49 25 heard before your Honor and also --

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11:54:52 1 THE COURT: But one -- and I'm not necessarily  
2 disagreeing with that --

3 MR. GREER: Um-hum.

4 THE COURT: -- per se if that's in the  
11:54:57 5 contract, and we can -- when it comes to the waiver of  
6 right to a jury trial, regardless of whether a jury  
7 demand is made, we can go to the AT&T v. Concepcion  
8 case which originated out of California that was heard  
9 by our United States Supreme Court as it relates to,  
11:55:16 10 for an example, mandatory arbitration.

11 And I think everyone probably remembers what  
12 they did with that, and that was in a simple consumer  
13 contract situation regarding cell phones, and it was a  
14 class action litigation case. And I think it was  
11:55:36 15 Justice Scalia that heard that matter. And at the end  
16 of the day, based upon the Uniform Arbitration Act, he  
17 said arbitration was mandatory pursuant to the  
18 contractual agreement. And that was a consumer setting  
19 where typically you have issues regarding  
11:55:56 20 unconscionability, both procedural and substantive;  
21 right? And the US Supreme Court said no.

22 Here we have -- here we have sophisticated  
23 businesses and you have a contractual provision. And  
24 unless there is a specific waiver at the end of the day  
11:56:13 25 as a trial court, I would probably feel obligated to

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11:56:17 1 follow the intent of the contract. So I just want to  
2 be very clear on that, although that hasn't been  
3 addressed. But I understand what the law is in this  
4 area.

11:56:23 5 And so we can kind of move back away from that  
6 for now. But understand this: There's different  
7 standards regarding Rule 65. I know that probability  
8 of success on the merits. But when it comes to  
9 ultimate factual determinations, that happens at a  
11:56:39 10 trial. We can all kind of agree with that, you know.  
11 Unless certain issues of fact are uncontroverted, then  
12 it would be appropriate for the trial court to make a  
13 determination pursuant to Rule 56. And I think  
14 everyone knows that too.

11:56:53 15 But anyway --

16 MR. GREER: You know, that same decision, your  
17 Honor, shows this -- this waiver -- this jury waiver  
18 will withstand a fraud in the inducement argument  
19 because you have to show that there is a specific fraud  
11:57:05 20 in inducing that provision of the contract in order --  
21 in order for fraud in the inducement to --

22 THE COURT: I understand.

23 MR. GREER: -- affect that waiver, right?

24 And here, they're making an issue that all  
11:57:13 25 these prior misrepresentations, alleged

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11:57:16 1 misrepresentations, relate to this contract. That  
2 brings every piece of evidence in this case forward to  
3 something that your Honor is the ultimate trier of fact  
4 on, would be our position anyway.

11:57:25 5 THE COURT: And I just have one other thought,  
6 too. And I don't remember if this is the case we  
7 talked about it in. It might have been. But here's  
8 another thing too and -- did we talk about 65(a)(2)?

9 MR. GREER: 65(a)(2)?

11:57:44 10 THE COURT: Yes. And the reason why I bring  
11 this up, because at some point we have to have some  
12 finality as far as this case is concerned.

13 And if you take a look at Rule 65, and deals  
14 with (a)(2), consolidation of hearing with trial on  
11:58:12 15 merits. And I think the drafters of the Rules of Civil  
16 Procedure were somewhat wise because -- the reason why  
17 I say that is this: Because it appears to me that  
18 what -- what they've placed in the procedures provides  
19 as follows: Before or after the commencement of a  
11:58:38 20 hearing on an application for preliminary injunction,  
21 the Court may order the trial of the action on the  
22 merits be advanced and consolidated with hearings of  
23 the application. Right?

24 MR. GREER: Um-hum.

11:58:52 25 THE COURT: And we didn't -- did we talk about



11:58:54 1 that?

2 MS. HOLBERT: No.

3 MR. GREER: Your Honor, in passing once.

4 There was just -- not substantively.

11:59:00 5 THE COURT: I read these cases.

6 MR. GREER: Early on.

7 THE COURT: I think I'm a good listener. But

8 I do read the rules and I do think about cases.

9 And -- and the reason why I -- here's what's

11:59:11 10 important about that, because to me that stands for the

11 position of efficiency.

12 And so we -- we spent a lot of time in this

13 case. And I've heard a lot of testimony. We have a

14 lot of transcripts. And so I thought -- I think that

11:59:25 15 goes to efficiency because you can have your TRO

16 hearing, you can have -- or preliminary injunction,

17 you've heard all this testimony. And then what the

18 rules at least -- and understand this: I haven't

19 looked at the historical perspective of the rule. But

11:59:37 20 by its plain meaning, the trial court can say, Okay,

21 I've heard all of this now, let's have some finality,

22 and make a determination, and it turns into a trial on

23 the merits.

24 And that's what it appears to me. And

11:59:55 25 understand, I'm not --

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11:59:56 1 MR. GREER: Um-hum.

2 THE COURT: -- saying that's my decision or  
3 anything like that. That's an impression thought I've  
4 had as it relates to this case, you know. And so I  
12:00:04 5 guess there's multiple issues there because -- because  
6 if the parties don't agree, we got to have finality at  
7 some point coming up fairly quick, I think.

8 And I thought about it from this perspective,  
9 because I made this comment in open court. I said, My  
12:00:18 10 God, we've had so many hearings, if I'd have known this  
11 when I heard the first hearing, I would have  
12 immediately set a trial date --

13 MR. GREER: Right. Right. Right.

14 THE COURT: -- sometime in September or  
12:00:27 15 October.

16 MR. GREER: Right.

17 THE COURT: Right?

18 MR. GREER: Right.

19 THE COURT: I've said that.

12:00:32 20 MR. GREER: Yeah.

21 THE COURT: Because here we have competing  
22 interests. And at the end of the day, finality is  
23 required for the plaintiff and the defendant on some  
24 level, you know. And -- and sometimes, you know, I try  
12:00:47 25 to be patient, let everyone control their own destiny,

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12:00:51 1 but I don't mind making decisions. I don't. But I  
2 want to give everybody a first run at it.

3 MS. HOLBERT: Right.

4 THE COURT: Especially under the facts of this  
12:00:57 5 case which, to me, was a significant issue of first  
6 impression. I don't -- I don't know what the fallout  
7 from a policy perspective could be. But all I can do  
8 is deal with what's on my plate, right? So that's why  
9 I kind of asked that, because I'm sitting here thinking  
12:01:13 10 about it. And yes and no as far as your -- an answer  
11 to your question. You say, Well, Judge, you're the  
12 ultimate finder of fact. Potentially under Rule 65 I  
13 could be because it can be consolidated into a trial on  
14 the merits.

12:01:31 15 And that's my initial impression. I'm not  
16 saying that's the final impression. Of course, if  
17 something like that occurred, I don't rule sua sponte.  
18 I would demand briefing and stuff like that. And the  
19 reason why I do that is for appellate purposes, because  
12:01:45 20 I like to get affirmed on appeal. I don't mind saying  
21 that.

22 MR. GREER: Thank you.

23 I don't have anything more on those issues.  
24 Any other questions for scheduling, though. I know we  
12:01:57 25 have witnesses here. We have Mr. Fleming. We've got

12:02:00 1 Mr. Piazza. We have --  
2 THE COURT: We can break for lunch because I'm  
3 here for you guys --  
4 MR. GREER: Um-hum.  
12:02:06 5 THE COURT: -- and gals. I don't mind saying  
6 that.  
7 MR. GREER: I know we still have the motions  
8 to quash. I don't -- they're not as significant as  
9 getting the witnesses on the stand that are here today.  
12:02:16 10 THE COURT: That's of paramount significance.  
11 I understand that.  
12 MR. GREER: So my -- I suggest --  
13 MR. ALDRICH: Oh, before we go there, hold on  
14 just a second. I have a little bit more on the motion  
12:02:21 15 I can get to in a minute, but they are my subpoenas  
16 that I issued, so it's of paramount importance to me.  
17 And I've already gone over today the difficulty that  
18 I'm having getting discovery. Now the Court's talking  
19 about consolidating and making this hearing the trial,  
12:02:37 20 which I'm trying to do without evidence I'm entitled  
21 to.  
22 THE COURT: Well, understand this --  
23 MR. ALDRICH: So --  
24 THE COURT: -- I'm not doing that.  
12:02:45 25 MR. ALDRICH: I understand, but the Court is

12:02:47 1 talking about it and the Court has mentioned previously  
2 how long this has taken --

3 THE COURT: Yes.

4 MR. ALDRICH: -- and the Court wished it set a  
12:02:54 5 trial date.

6 THE COURT: Yes.

7 MR. ALDRICH: That's all fine. But I'm --  
8 we're not going to move the motions are going to allow  
9 me to get discovery to a different day.

12:03:01 10 I issued discovery on time. They were  
11 objected to untimely. I want them heard today.

12 THE COURT: I --

13 MR. ALDRICH: But I do have a couple of  
14 comments on that prior motion when we get there.

12:03:12 15 THE COURT: I'm -- Mr. Aldrich, I'm a big  
16 believer in due process. And I can't remember ever  
17 circumventing the processes that are in place. So I  
18 wouldn't worry about that. We will be able to talk  
19 about that. But we can handle that in two ways.

12:03:27 20 I mean, number one, because this is -- this is  
21 kind of how I look at it, because it's a matter of  
22 convenience. And we can handle -- what do -- what do I  
23 have Monday morning? Because, remember, this is  
24 business court, so I can accommodate everyone in ways I  
12:03:47 25 normally don't do in general civil litigation.

12:03:51 1 THE COURT CLERK: You have an appointment at  
2 1:00 and 2:00, and that's it.

3 THE COURT: Okay. And the reason why I say  
4 that is this: From an efficiency perspective it seems  
12:03:59 5 to me we can do two things:

6 Number one, since time is of the essence  
7 potentially as it relates to the discovery, demands and  
8 responses, we can hear that today and we can also hear  
9 that Monday morning, right? So we -- and -- and,  
12:04:17 10 Mr. Greer, you've been here many times. I know you  
11 argue -- you can appear telephonic on that. That's not  
12 a big deal. It really and truly isn't.

13 MR. GREER: Actually a week would be good.

14 THE COURT: Yeah. But I'm just saying I want  
12:04:27 15 to get this --

16 MR. GREER: Here's -- first of all, your  
17 Honor, Mr. Aldrich is worried about discovery. We're  
18 worried about a TRO that should have been done in 15  
19 days. It's now been nine months. So there is a lot of  
12:04:37 20 competing interests here. But I would like to get  
21 these witnesses on the stand today. If we have time at  
22 the end of the day when they were done, then we can  
23 hear the motions. Otherwise I know --

24 THE COURT: It's my -- and I don't want to cut  
12:04:47 25 you off, but it's my recollection you said, Judge, I

12:04:49 1 can do this really efficiently as far as what I want to  
2 do, no more than an hour or so.

3 MR. GREER: Um-hum. Yes, sir. Still planning  
4 on that.

12:04:56 5 THE COURT: I remember.

6 MR. GREER: Still planning on it. Might even  
7 be that short amount of time.

8 But then I'm gone and I'm out of the country  
9 for the week. But I know that a week from Monday I'm

12:05:05 10 available. I can fly right back in here Monday  
11 morning.

12 THE COURT: So, Mr. Aldrich, why can't we  
13 recess until 1:15, one hour of testimony, and then  
14 after we are done with that hour, we can argue your  
12:05:15 15 motions?

16 MR. ALDRICH: So we're going to go to lunch  
17 and come back and do one hour of testimony?

18 THE COURT: Yes.

19 MR. GREER: Mr. Piazza --

12:05:21 20 THE COURT: And then we argue your motions.

21 MR. GREER: I can't --

22 MS. HOLBERT: Yeah. Whose testimony?

23 MR. ALDRICH: That's the next question.

24 (Unreportable cross-talk)

12:05:27 25 THE COURT REPORTER: I need one at a time.

12:05:27 1 THE COURT: Mr. Piazza's. And the reason --  
2 and understand this: I mean, I listen. And it's my  
3 recollection that unfortunately we had to continue the  
4 last hearing. And one of the thrusts and focuses of  
12:05:43 5 the last hearing was to hear at least one hour of  
6 testimony from Mr. Piazza. And if you want to look at  
7 the record, I'm quite sure the record would reflect  
8 that.

9 MR. ALDRICH: I'd be happy. I have it with me  
12:05:53 10 if the Court wants to see it. It's actually 30 minutes  
11 is what he said he needed. And --

12 THE COURT: I think he said --

13 MR. ALDRICH: I remember --

14 THE COURT: Wait. Wait. I think he said,  
12:06:01 15 Judge, I can get it in 30 minutes, but I just --

16 MR. ALDRICH: "All I need is 30 minutes."  
17 That's what he said. And so I brought my -- luckily I  
18 have a timer on my watch, on my phone.

19 MR. GREER: I'm good with 30 minutes.

12:06:12 20 MR. ALDRICH: But we --

21 THE COURT: He said he's good with 30.

22 MR. ALDRICH: There you go. So -- but,  
23 remember, my objection to the fact that we've been  
24 waiting to talk to Mr. Fleming too. And so that -- you  
12:06:23 25 know, we -- we think he should go first, but



12:06:25 1 nonetheless we'll figure it out. We'll --

2 THE COURT: Yeah. But, I mean, we have --  
3 it's -- and you know what? And that's my point, and I  
4 think -- and once again I go back to the drafters of  
12:06:38 5 Rule 65, because I really never paid that much  
6 attention to that specific provision. But when you  
7 think about it, it really makes a heck of a lot of  
8 sense, because what has happened over time, we haven't  
9 just had testimony, but some of the -- some of the  
12:06:56 10 testimony at times has been deposition-like.

11 Right? Right? It has.

12 MS. HOLBERT: Right. Right.

13 THE COURT: You know, I was a litigator.  
14 Filed over a thousand lawsuits in this jurisdiction. I  
12:07:10 15 don't mind saying that. I did.

16 MS. HOLBERT: Right.

17 THE COURT: You know, and they weren't  
18 collection cases. They were all tort cases, med mal,  
19 products liability, and those types of things. And I  
12:07:20 20 was -- I've been listening, you know.

21 And so anyway, I think we're going to recess  
22 until 1:15, and we'll have our testimony from both  
23 sides, and then we'll have enough time -- we're not  
24 going to overlook you, sir. We're going to make sure  
12:07:32 25 you say your piece as far as the outstanding discovery

12:07:37 1 requests.

2 And that way we've been efficient today.

3 Mr. Aldrich, did you want to add something  
4 else?

12:07:41 5 MR. ALDRICH: I do, Judge. Very briefly on  
6 the motion for TRO and stuff we were talking about.

7 But I wanted to just address a couple things. The  
8 economic report, Mr. Greer said there's not really  
9 information in there about it. Appendix A, the

12:07:55 10 economic report goes through what was looked at. Okay?  
11 That's just information that we've provided already to  
12 the defendants.

13 The default interest issue we would love to  
14 know -- maybe over lunch we can get a calculation of

12:08:06 15 how they came up with \$100,000 for the default interest  
16 because we don't think it's nearly that high. And then  
17 we'll take a look at -- maybe take care of it as we're  
18 standing here, but --

19 MR. GREER: We can do that on the record, I  
12:08:18 20 guess. It's default is defined as 5 percent additional  
21 interest. And so if you take 5 percent of 6.75 million  
22 times three months.

23 MR. ALDRICH: So you're calculating it as  
24 5 percent of --

12:08:31 25 MR. GREER: And that's stretched out over

12:08:33 1 five --

2 THE COURT REPORTER: Your Honor, can we go off  
3 the record?

4 THE COURT: We'll go off the record. We'll go  
12:08:49 5 to lunch. See you at 1:15.

6 MS. HOLBERT: Thank you, your Honor.

7 -o0o-  
(Recess)  
8 -o0o-

9 THE COURT: All right. Let's go ahead and go  
01:29:40 10 back on the record. And let's state our appearances.

11 MR. ALDRICH: Good afternoon, your Honor.  
12 John Aldrich on behalf of the plaintiff. My assistant,  
13 Traci Bixenmann, is next to me at counsel table. And  
14 Ignatius Piazza and Mike Meacher on behalf of Front  
01:29:57 15 Sight are in the room as well.

16 MS. HOLBERT: Good afternoon, your Honor.  
17 Kathryn Holbert on behalf of the defendants.

18 MR. GREER: Keith Greer, your Honor, on behalf  
19 of the defendants also. We have with us clients Jon  
01:30:09 20 Fleming and Robert Dziubla.

21 THE COURT: All right. So we're going to go  
22 to the testimony portion, right?

23 MS. HOLBERT: Yes, please.

24 THE COURT: So who's up first?

01:30:17 25 MR. ALDRICH: The Court has indicated he

01:30:19 1 wanted to hear from Ignatius Piazza, so --  
2 THE COURT: But I want -- you can call  
3 Mr. Fleming -- was it Mr. Fleming you wanted to call?  
4 MR. ALDRICH: I do want to call Mr. Fleming.  
01:30:28 5 THE COURT: Okay. I mean, we can --  
6 MR. ALDRICH: If we can go there, we'll start  
7 there.  
8 MR. GREER: We just want to make sure there's  
9 time for Mr. Piazza today.  
01:30:36 10 THE COURT: Right.  
11 MR. GREER: And so --  
12 THE COURT: Mr. Aldrich, how much time do you  
13 plan on taking?  
14 MR. ALDRICH: It's going to take some time, if  
01:30:45 15 I'm candid.  
16 THE COURT: All right. Well, we can call out  
17 of order then, because you can -- you need about, what,  
18 half an hour or so?  
19 MR. GREER: Yeah.  
01:30:52 20 THE COURT: All right. Okay.  
21 MR. ALDRICH: Then I will call Jon Fleming.  
22 THE COURT: No. We're going to call  
23 Mr. Piazza.  
24 MS. HOLBERT: Piazza.  
01:31:02 25 MR. GREER: Mr. Piazza.

01:31:02 1 MR. ALDRICH: I'm --

2 MR. GREER: We're going to call out of order.

3 MR. ALDRICH: So we're calling Dr. Piazza out

4 of order right now?

01:31:05 5 THE COURT: Right. Well, you said --

6 MR. ALDRICH: I must have misunderstood.

7 THE COURT: No. You said you didn't want any

8 time limit. He says he can get it done within a half

9 an hour or so. And we specifically, from a historical

01:31:14 10 perspective, had set this up -- I think at the last

11 hearing we had an unfortunate event. So --

12 MR. ALDRICH: So then to be clear, is the

13 Court -- is Dr. Piazza going to take the stand and

14 Mr. Greer is going to ask questions? Is that what I'm

01:31:26 15 understanding?

16 THE COURT: That's --

17 MR. GREER: It's not brought -- we can do

18 that, but technically it's going to be -- you're going

19 to call him in your case in chief. I don't want to

01:31:32 20 step on his rights.

21 THE COURT: Right.

22 MR. GREER: I just want to make sure our

23 calendar is used fairly. So he was going to call him

24 in his case in chief and ask him to do so, and then

01:31:41 25 I'll just do cross with, like I said, less than half an

01:31:44 1 hour.

2 MR. ALDRICH: Okay. And I may or may not be  
3 done today, I guess is what I'm saying. So just -- I'm  
4 just letting you know. And if we get close to the end,  
01:31:54 5 if you need a half hour, we can make that happen.

6 THE COURT: All right.

7 MR. ALDRICH: So -- and then I think the judge  
8 has indicated --

9 MS. HOLBERT: Piazza.

01:32:07 10 MR. ALDRICH: -- Mr. Piazza is what I'm  
11 understanding.

12 THE COURT: Yes.

13 MS. HOLBERT: Sorry.

14 MR. ALDRICH: Sorry.

01:32:09 15 MR. GREER: Who's on first? What's on second?

16 THE COURT: And before we get started, I mean,  
17 this is kind of how I look at this, because I wasn't  
18 being cavalier in my comments. A lot of this  
19 questioning throughout this case has been more  
01:32:22 20 discovery-like than anything.

21 MS. HOLBERT: Right.

22 THE COURT: So after we're done -- I mean,  
23 I've been thinking about this case. And, for example,  
24 yesterday we had business court, a bench bar meeting.

01:32:31 25 And one of the big issues there was trial to

01:32:35 1 disposition, right, as far as time is concerned. And  
2 as we all know under -- in business court, there is a  
3 big push to get these matters resolved in an efficient  
4 manner timely. And so that's what I'm looking at, and  
01:32:48 5 that's why I brought up Rule 65 and so on. We can talk  
6 about that a little later. But we can't -- this case  
7 has been going on for a long time right now and -- and  
8 to be candid with everyone, as far as a non-jury trial,  
9 I've given this case more time than any other case I  
01:33:09 10 can think of except for one when I had an 11-day  
11 evidentiary hearing. The only other case I can think  
12 of. And that was a fairly complex case involving a  
13 medical expert, and it dealt specifically with  
14 peer-review issues. I had to conduct a hallmark type  
01:33:31 15 of analysis and the like and so on. It was a Rule 35  
16 medical examiner. That was all part of it, too.

17           So anyway, I just want to just kind of keep us  
18 moving forward as far as this matter is concerned  
19 because we spent a lot of time, for the record.

01:33:48 20           MR. ALDRICH: Okay. Mr. Piazza.

21  
22                           IGNATIUS ANTHONY PIAZZA,  
23 having been first duly sworn to testify to the truth,  
24 the whole truth and nothing but the truth, was examined  
01:33:51 25 and testified as follows:

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01:33:51 1 THE COURT CLERK: Thank you. You may be  
2 seated.  
3 Would you also please state your full name,  
4 spelling your first and last name for the record,  
01:33:51 5 please.  
6 THE WITNESS: Ignatius, I-G-N-A-T-I-U-S,  
7 Anthony, A-N-T-H-O-N-Y, Piazza, P-I-A-Z-Z-A.  
8 THE COURT: Sir, you may proceed.  
9 DIRECT EXAMINATION  
01:34:36 10 BY MR. ALDRICH:  
11 Q. Dr. Piazza, are you the owner of Front Sight?  
12 A. I am.  
13 Q. Would you please tell the Court what Front  
14 Sight is.  
01:34:46 15 A. Front Sight is a firearms training institute  
16 located approximately 45 minutes from the Las Vegas  
17 strip on 550 acres in Nye County.  
18 Q. What kind of training do you do out there?  
19 A. We provide firearms training for private  
01:35:08 20 citizens, law enforcement, and military.  
21 Q. Okay. And at some point did you come to meet  
22 Mr. Dziubla?  
23 A. I did.  
24 Q. And can you please tell the Court how that  
01:35:20 25 happened?

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01:35:22 1 A. Mr. Dziubla contacted us through Mike Meacher  
2 and was interested in providing us with an EB5 funding  
3 opportunity.

4 Q. And what was your initial response to that?

01:35:44 5 A. No.

6 Q. Why not?

7 A. Number one, I didn't fully understand it. I  
8 didn't want to be involved with foreign investors.  
9 Those were the two main reasons.

01:35:56 10 But he persisted and stated that we would have  
11 no real contact with the foreign investors, that he  
12 would handle all of that.

13 And he assured us that he was an expert in the  
14 field and would be able to, at the time, raise  
01:36:14 15 \$150 million at 6 percent-ish interest with no personal  
16 guarantee.

17 And we questioned that. We asked questions  
18 like --

19 MR. GREER: Move to strike as nonresponsive.

01:36:33 20 THE COURT: I'll overrule it. It's just  
21 foundational, I think; right?

22 MR. ALDRICH: Yes.

23 BY MR. ALDRICH:

24 Q. Go ahead.

01:36:38 25 A. We questioned that. We questioned his

01:36:42 1 experience. We questioned what it would cost us. We  
2 questioned how we would be sure that we weren't wasting  
3 money and time. And he continued to tell us of his  
4 expertise in the foreign markets and that he was a  
01:36:56 5 previous partner of the biggest law firm in the world,  
6 and that he could raise this money for us and it would  
7 be the greatest deal that we ever did.

8 Q. There should be some binders with exhibits in  
9 there if you want to the grab Binder Number 1.

01:37:23 10 A. Is this Evidentiary Hearing Joint Exhibits  
11 Volume I?

12 Q. Yes.

13 A. Okay.

14 Q. Turn to Exhibit 2 for me.

01:37:37 15 A. The one that starts, "Hi, Mike. Happy  
16 Saturday evening"?

17 Q. I've got --

18 A. Or --

19 Q. -- it should be --

01:37:46 20 A. "I hope you're doing well and surviving the  
21 summer heat."

22 Q. That one.

23 A. Okay.

24 MR. GREER: Which exhibit?

01:37:52 25 MR. ALDRICH: Exhibit 2.

01:37:59 1 BY MR. ALDRICH:

2 Q. All right. Take a minute to look at that for  
3 me.

4 A. Okay.

01:38:16 5 Q. Okay. I -- in the third paragraph there, are  
6 those some of the representations that Mr. Dziubla made  
7 to you to try and convince you to enter into this loan  
8 agreement?

9 A.

01:38:29 10 "For quite some time now I've been working  
11 on developing investment platforms taking  
12 advantage of my long experience in China  
13 working with Chinese and other Asian  
14 investors --

10:27:58 15 (Reporter clarification)

16 THE COURT REPORTER: Can you just slow down a  
17 little bit for me.

18 A.

19 "For as you know, the Chinese have large  
01:38:43 20 surplus capital stemming from their large trade  
21 balance in the US. Those efforts have come to  
22 fruition. I think that we may well be able to  
23 put together a financing package for some or  
24 perhaps all of the 150 million you are seeking.

01:38:56 25 "The salient terms of financing would

01:38:58 1           likely be as follows: Five-year term loan  
2           bearing 6 percent interest with two-year  
3           extension possible and origination fees of 2 to  
4           3 percent payable out of each drawdown on your  
01:39:09 5           loan. Depending on several factors, we might  
6           even be able to arrange for the first two years  
7           of interest to accrue. Also, the loan would be  
8           nonrecourse which would, we expect, be of  
9           tremendous importance and value to Mr. Piazza.

01:39:19 10          Please give me a ring if you have any  
11          interest."

12 BY MR. ALDRICH:

13          Q.     So are those some of the representations that  
14 were made to you about what this loan would be?

01:39:28 15          A.     Yes.

16          Q.     Did you understand from this that the -- that  
17 they were going to raise \$150 million?

18          A.     This is what they were proposing.

19          Q.     And did they give you any time frame  
01:39:44 20 representations related to how quickly they could do  
21 it?

22          A.     Not in this particular email, but in  
23 subsequent conversations they were talking four to five  
24 months.

01:39:54 25          Q.     Okay. And did you have a lot of conversations

01:39:57 1 about how quickly it could be done?

2 A. We had a number of conversations leading up to  
3 the memorandum of understanding that we signed. And  
4 all indications were that Dziubla and Fleming had  
01:40:17 5 significant experience in this field, had the contacts  
6 in Asia, and upon us signing this agreement in funding  
7 the regional center, they could deliver the funds.

8 Q. Okay. And if you would, in that same exhibit  
9 turn ahead a couple of pages to the one that's Bates  
01:40:35 10 labeled 0004 at the bottom. If you'll just -- you  
11 don't have to read it out loud. Just read the  
12 paragraph -- the second paragraph down that's four  
13 lines long starting out, "We would enjoy."

14 A. This is the one where he says:  
01:40:56 15 "It's on a success-fee basis, so we don't  
16 get paid unless we raise the financing. We are  
17 confident enough in our ability to raise the  
18 money that we are willing to invest our time,  
19 energy, credibility, and resources without  
01:41:08 20 compensation but, in turn, expect to be  
21 appropriately paid when we do succeed."

22 Q. Okay. Is it your understanding that they  
23 would not be paid unless they raised the money?

24 A. This was -- this was one of our concerns from  
01:41:18 25 the start. They stated that they could raise the

01:41:22 1 money, that the cost would be minimal, that we would  
2 only be charged actual costs, and that they wouldn't  
3 take any money until the project was fully funded.

4 This is what conned us into doing the deal with them  
01:41:38 5 because our concerns were, Hey, we're giving you this  
6 money. What guarantee do we have that you're actually  
7 going to raise the money?

8 And they were very persuasive in their  
9 abilities and confidence to do it.

01:41:52 10 Q. And were there -- were there a lot of meetings  
11 leading up to entering into the loan agreement?

12 A. Entering into the loan agreement?

13 Q. Yes.

14 A. Oh, that was negotiated for months for the  
01:42:06 15 loan agreement.

16 Q. But --

17 A. But there was a memorandum of understanding.  
18 We had some meetings there. After the regional center  
19 was approved, we had meetings. Yeah, there were a  
01:42:22 20 number of meetings.

21 Q. And why -- why create a new regional center or  
22 have a new regional center created?

23 A. Well, initially they pitched us that they were  
24 going to use a regional center that they had all kinds  
01:42:35 25 of experience with. And then they came back to us and

01:42:37 1 said, No, we need to create our own regional center.  
2 And they told us what the cost would be. I believe it  
3 was 177,000 in direct costs. They would only bill us  
4 what they paid to create the regional center. It was  
01:42:52 5 177,000 was the estimate. Then they wanted \$100,000 to  
6 market the project abroad to raise the funds.

7 And we -- we -- again, after asking where's  
8 this money going to go and them giving the explanation  
9 of, again, direct costs, they make no money, they take  
01:43:13 10 nothing out of it until the project is completely  
11 funded. We said okay. And they started the process of  
12 the regional center.

13 But even before that, we said, "Well, if we're  
14 paying for all this, why don't we just own the regional  
01:43:27 15 center?"

16 And they told us, "You can't. If you were to  
17 own the regional center, the federal government would  
18 look unfavorably on that and they wouldn't approve the  
19 project or the regional center."

01:43:38 20 So we gave them the money based on them  
21 saying, Okay, we've done this, and now you need to give  
22 us money.

23 They never would give us any receipts or any  
24 invoices for what the costs were even though we asked  
01:43:53 25 for them. They just said this is what -- based on, you

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01:43:56 1 know, this memorandum, you need to pay us 177,000.  
2           So we took the assumption that, you know,  
3 being an ex-partner of Baker McKenzie he was telling  
4 the truth and that when he said it cost \$177,000,  
01:44:08 5 that's what it cost, and that's what we paid. And when  
6 he said we now need \$100,000 to market abroad, that  
7 when we gave him the \$100,000, he was going to market  
8 it abroad. We were not the experts here. We were  
9 completely relying on what they represented and how  
01:44:25 10 they represented it and were completely relying that  
11 they would actually follow through with what they said.  
12       Q. Whose idea was it to create a regional center?  
13       A. Robert Dziubla's idea. And I'd have to say  
14 Jon Fleming was right there with him because they were  
01:44:46 15 partners in the whole thing.  
16       Q. And were they together at the meetings that  
17 you had?  
18       A. Yes.  
19       Q. And do you have an understanding now as to  
01:45:01 20 whether Front Sight could have been an owner of the  
21 regional center?  
22           MR. GREER: Calls for speculation. Lacks  
23 foundation.  
24 BY MR. ALDRICH:  
01:45:14 25       Q. The question is: Do you have an understanding



01:45:16 1 now as to whether that was true?

2 MR. GREER: Also as a question of law.

3 THE WITNESS: Could I answer?

4 THE COURT: You just want to know what he

01:45:25 5 understands? Is that --

6 MR. ALDRICH: I do.

7 THE COURT: Okay. I'll overrule.

8 You can answer.

9 THE WITNESS: Okay. Again, we were relying

01:45:36 10 completely on the expertise of these two knuckleheads

11 who said they had all kinds of experience in EB5.

12 We believed them when they said we couldn't

13 own a regional center.

14 It wasn't until this frivolous notice of

01:45:51 15 default and this fraudulent foreclosure action was

16 thrown on us that I then had to go out and start asking

17 questions of true experts in the industry. And that's

18 when we actually learned how this whole EB5 program was

19 supposed to work and all of the lies and

01:46:08 20 misrepresentations that Dziubla and Fleming gave us in

21 order to induce us into giving them all this money.

22 And the bottom line is we could have owned the

23 regional center and it's quite common for the developer

24 to own the regional center. We didn't have to pay

01:46:23 25 them. We could have hired other experts in the

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01:46:26 1 industry, although we thought they were the experts,  
2 and we could have -- we could have created it  
3 ourselves.

4 BY MR. ALDRICH:

01:46:31 5 Q. So you mentioned a little bit about the  
6 process of how this is supposed to work.

7 How is the EB5 process supposed to work?

8 A. All right.

9 MR. GREER: Your Honor, lacks foundation.

01:46:43 10 He's an expert in the --

11 THE WITNESS: I'm pretty much an expert now.

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

13 THE COURT: Wait. Wait. Wait. Just hold on,  
14 sir.

01:46:49 15 Go ahead. What's the objection?

16 MR. GREER: Lacks foundation that he is an  
17 expert in the EB5 process.

18 MR. ALDRICH: I'm asking -- I haven't  
19 qualified him as an expert. I'm asking him as to his  
01:47:02 20 understanding based on what he just said was research  
21 he's done since this litigation started as to how the  
22 process is supposed to work.

23 THE COURT: I'll permit that.

24 THE WITNESS: Okay. On the outside it appears  
01:47:15 25 pretty complicated. And that's one of the ways Dziubla

01:47:19 1 and Fleming conned us into this deal, because it's  
2 rather convoluted. But once you start asking the right  
3 questions of the right people and they tell you the  
4 truth, the way this EB5 program is supposed to work is  
01:47:31 5 a regional center is supposed to get a project  
6 approved. The regional center has a contract with the  
7 developer if the developer himself is not the regional  
8 center.

9 The regional center then goes out and markets  
01:47:46 10 the project abroad to immigrant investors who want to  
11 apply for a visa.

12 If they decide that they want to apply, then  
13 they provide -- at the time they provide \$500,000 and  
14 an I-526 or temporary visa is applied for. Of that  
01:48:08 15 \$500,000, the regional center provides \$375,000 of that  
16 money into the project for the developer to start  
17 putting that money to work in the project, and the  
18 regional center holds back \$125,000 as reserve and this  
19 reserve builds up in the event that any of the I-526  
01:48:28 20 temporary visa applications are denied so that the  
21 regional center can then give the \$500,000 back.

22 When the project has delivered the  
23 construction or the -- based on the -- based on the  
24 construction loan agreement has provided using that  
01:48:54 25 money the different aspects that the construction loan

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01:48:56 1 agreement allows for, and \$65,000 of that money has  
2 been used, that creates for every \$65,000 that's used,  
3 that creates one job. Each of these \$500,000 investors  
4 at the time needed to create ten jobs in order for them  
01:49:17 5 to then apply for their permanent visa, which is an  
6 I-829.

7           So in the case of an EB5 raise, money comes  
8 in. It's applied to the project, based on how that  
9 money is applied to the project which is outlined in  
01:49:36 10 the construction loan agreement and the PPM and all the  
11 documents that USCIS received in approving the project,  
12 once ten jobs have been created either through direct  
13 hiring, either through full-time salaried people,  
14 hourly full-time people, hourly equivalent full-time  
01:49:54 15 positions, and the formula that they calculate  
16 construction costs of approximately \$65,000 per one  
17 job, when those ten jobs are created, the regional  
18 center is supposed to then apply on behalf of the  
19 immigrant for their permanent visa status, the I-829.  
01:50:12 20 Once that I-829 has been approved, then the developer  
21 can pay back the loan.

22           That's the way it's supposed to work. In this  
23 particular case, it didn't work like that. It didn't  
24 work like that at all. And, in fact, with the jobs  
01:50:27 25 report that we've already provided, it's very clear at

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01:50:30 1 whatever date you want to look at, your Honor, whether  
2 it's 2013 or it's 2015 or it's 2016, we applied money  
3 to this project and we created permanent jobs, and  
4 Dziubla never filed the I-829s.

01:50:47 5 MR. GREER: Your Honor --

6 THE WITNESS: Even if their argument -- even  
7 if their argument -- they're saying, Well, if we just  
8 look at 2016 and roughly from \$2.4 million in  
9 construction use, that in itself created 43 jobs and --  
01:50:58 10 what is that? -- 4.3 of the investors could have had  
11 their I-829s filed.

12 MR. GREER: Your Honor, I'm going to object --

13 MR. ALDRICH: They dropped the ball

14 everywhere.

01:51:09 15 THE COURT REPORTER: I need one at a time.

16 MR. GREER: I don't know what the question  
17 was, but it's certainly nonresponsive for the last  
18 couple of minutes.

19 THE WITNESS: It's nonresponsive?

01:51:15 20 THE COURT: Wait a minute.

21 THE WITNESS: The way they completely screwed  
22 this up?

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

24 THE MARSHAL: Excuse me, sir.

01:51:20 25 THE COURT: Wait, wait, wait. Mr. Piazza,

01:51:23 1 just be patient. That's all. Be patient.

2 THE WITNESS: Okay.

3 THE COURT: I'm going to listen to everything  
4 you have to say.

01:51:31 5 THE WITNESS: Okay.

6 THE COURT: I understand. But I'm going to  
7 listen. And I'm taking notes and I'm listening. And I  
8 know you have a position, and you have a right to  
9 express it. But you don't have to -- just take your  
01:51:41 10 time.

11 THE WITNESS: All right.

12 THE COURT: Okay. All right. So was the  
13 objection more narrative in form? I'm trying to make  
14 sure I understand what the objection is.

01:51:52 15 MR. GREER: It's just nonresponsive and he  
16 veered off into another dialogue on something that  
17 wasn't asked.

18 THE COURT: Okay. All right. We can continue  
19 on. Go ahead. What's the next question?

01:52:03 20 BY MR. ALDRICH:

21 Q. So in terms of the network of agents that  
22 Mr. Dziubla and Mr. Fleming said that they had, what  
23 kind of information did they give you about that?

24 A. Dziubla stated that he had worked in Asia for  
01:52:37 25 many, many years on a lot of big projects and that he

01:52:39 1 had this vast resource of Asian and Indian connections  
2 that would be able to fund this rapidly. And he  
3 mentioned one in particular, Sinowel, who had as he --  
4 as I recall, had over 10,000 high net worth individuals  
01:53:06 5 that they represent.

6 And he brought them out to the US for us to  
7 meet them and stated that they would be able to fully  
8 fund this entire project internally within their group  
9 of, for lack of a better term, it's like wealth  
01:53:26 10 managers that they represented.

11 And this was all -- this was all part of, you  
12 know, we're going to fully fund this project for you  
13 rapidly.

14 Q. And when you say fully fund it internally,  
01:53:37 15 what do you mean by that? What was your understanding  
16 of what he was telling you?

17 A. Well, my understanding is that he asked us for  
18 \$100,000 to market this project abroad, and that he was  
19 going to go abroad, and he was going to market this and  
01:53:50 20 generate the individual investors. And he stated that  
21 he had this company, Sinowel, that was going to do this  
22 as well. So, again, this was all part of the con that  
23 he had all these people waiting and ready to fully fund  
24 this exemplar project and that we would have our  
01:54:06 25 funding.

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