

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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**PETITION FOR WRIT OF MANDAMUS, OR ALTERNATIVELY,
PROHIBITION**

**PETITIONER’S APPENDIX
VOLUME VIII**

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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
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Defendant Las Vegas Development Fund, LLC’s
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Defendant Las Vegas Development Fund LLC’s
Opposition to Motion to Seal and/or Redact portions
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Defendant Las Vegas Development Fund, LLC’s
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Defendant Las Vegas Development Fund LLC’s
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Defendants’ Answer to Plaintiff’s Second Amended
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Defendants’ Answer to Plaintiff’s Second Amended
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Defendants’ Opposition to Plaintiff’s Motion to
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and Lucas Horsfall, Murphy & Pindroh, LLP
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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
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Notice of Entry of Order Granting Defendants’
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25	Leave to Amend the Counterclaim <i>[redacted in</i>		
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9	Signature Bank, Open Bank and Bank of Hope)		
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20	Supplemental Declaration of Defendant Robert	IV	0861-0875
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23	Second Motion for Temporary Restraining Order and		
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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)		

01:54:09 1 Q. All right. And what have you learned about
2 his network since he made those representations?

3 A. It was complete bullshit.

4 Q. All right. Let's talk for a minute about --

01:54:24 5 THE COURT: Mr. Piazza --

6 BY MR. ALDRICH:

7 Q. -- the experience --

8 THE COURT: -- remember -- I understand your
9 frustration, but remember you're in a court of law.

01:54:30 10 It's very important to remember that. It is. And if
11 you take a look in the courtroom, you notice we have
12 the Preamble to the Constitution, the U.S. Constitution
13 there. We have Old Ironsides to the right. And just
14 remember that. I understand your frustration. I do.

01:54:43 15 THE WITNESS: Okay. It was a complete lie.

16 THE COURT: Okay.

17 THE WITNESS: It was a complete lie, because
18 if it had been true, and if he had used the \$100,000 in
19 marketing money that we had used to actually market the
01:54:54 20 project which we've now learned through some of --

21 some -- some of the records that he provided, he didn't
22 use, this project might actually have been funded. But
23 of the \$177,000 we paid him for the regional center, as
24 you know from the records, he spent a fraction of it --

01:55:10 25 we were only supposed to pay direct costs, but he kept

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01:55:13 1 all that money. And of the \$100,000 we paid him in
2 marketing fees, he can't show where that money went.

3 And subsequently later on, of the \$8,000 per
4 investor we paid him to market the project, he can't
01:55:27 5 show where that money went. And he even closed down
6 the marketing -- he admits to closing down the
7 marketing entity a year earlier, tossing all of the
8 records, and then still charging us marketing fees that
9 following year.

01:55:40 10 BY MR. ALDRICH:

11 Q. When did you learn that Mr. Dziubla had closed
12 down the marketing entity?

13 A. I didn't learn that until part of the
14 evidentiary hearing. We were paying him money thinking
01:55:51 15 he was still marketing the project.

16 Q. Did Front Sight pay money --

17 THE COURT: And explain -- explain that to me
18 when you're referring to the marketing entity. I want
19 to make sure I understand what's going on there.

01:56:04 20 THE WITNESS: Okay. This is part of the whole
21 smoke-and-mirrors deal. He had multiple entities, one
22 of which was the lending entity, Las Vegas Development
23 Fund. The other one was -- I forget the exact name of
24 it. EB5 Impact Advisors or something to that effect.

01:56:23 25 Initially we were paying -- we always paid

01:56:26 1 money directly to Dziubla. Initially we were paying
2 the money for him to market this project abroad.
3 And we continued to pay him this money. And
4 the idea was that he was engaging agents outside of the
01:56:44 5 country. He was doing road shows. One time we gave
6 him \$70,000 for one of his agents in India to do a road
7 show. Never got a single receipt, never got any
8 documentation of how that money was spent. But the
9 money was supposed to be used to market the project to
01:57:02 10 agents abroad who would then sign up their clients into
11 the EB5 program for our particular project. It was not
12 to be used for anything else.
13 And at one point, he came to us claiming that
14 he was completely broke, which was a lie. We later
01:57:22 15 found out he was not broke. And stating he needed
16 \$8,000 a month to continue on the project and continue
17 marketing it. Well, up to that point we probably spent
18 over \$300,000 with him and hadn't seen anything.
19 But we were stuck at that point. We were kind
01:57:38 20 of caught between a rock and a hard place. And we
21 said, Well, we'll give you \$8,000 a month, but we'll
22 only give it to you when you source an investor. So if
23 you don't get an investor in that month, you don't get
24 the \$8,000. That money was always designed for them to
01:57:58 25 take that money and continue to market to get another

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01:58:01 1 investor.

2 We've since learned from the records or those
3 records that were left prior to him throwing the
4 marketing entity records away, we've since learned that
01:58:14 5 that money didn't get used for marketing. And again,
6 had they used the money for marketing, this project
7 would have had a chance. But without marketing, you
8 have no chance.

9 BY MR. ALDRICH:

01:58:27 10 Q. And did Front Sight ask Mr. Dziubla for
11 documentation of how he was spending the money that was
12 intended for marketing?

13 A. Repeatedly, especially as it got further and
14 further along and we realized that we're just -- we're
01:58:41 15 paying money and we don't see where it's going. We
16 don't see the results of it.

17 And -- and we routinely asked for
18 documentation. And he would make statements like,
19 "Well, that's proprietary information. What do you
01:58:54 20 want me to do? Do you want me to spend my time sorting
21 through records to give you documentation, or do you
22 want me to be out there marketing the project?"

23 He actually said that. He wasn't marketing
24 anything. He was pocketing the money.

01:59:19 25 Q. Did Front Sight pay money for a jobs report

01:59:22 1 from Sean Flynn at the beginning of this process?

2 A. This was part of the \$177,000 in direct costs.

3 We were only supposed to pay direct costs.

4 And after the -- after this job study or the

01:59:35 5 economic study was done, he came to us and said the

6 economist -- the bill for the economist is \$20,000.

7 And so we paid that \$20,000 fully expecting that that

8 money was going to go to the economist.

9 Q. Okay. Did the money go to the economist?

01:59:55 10 A. No, it did not.

11 Q. Do you know what happened?

12 A. Yes. We found this out later when he filed

13 his notice of default, and we called Sean Flynn, the

14 economist, and told him about the notice of default and

02:00:07 15 how we'd been basically ripped off. And he told us at

16 that time that he never received the \$20,000, that

17 instead Dziubla offered him a position in -- in the

18 regional center. And I asked him -- I asked the

19 question. I said, "Why -- why would you give up the

02:00:31 20 \$20,000 that we paid Dziubla to give you?"

21 And his response was, "Because Bob told me we

22 were going to make a lot of money on this deal."

23 And I asked him, "Have you made any money?"

24 He says, "I haven't received a dime."

02:00:46 25 So this is the same Robert Dziubla that tells

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02:00:49 1 us to fraudulently induce us into this deal that he's
2 not going to make any money until the project is fully
3 funded. Yet he's telling Sean Flynn that they're going
4 to make a lot of money, "So let me keep the 20,000, and
02:01:01 5 I'll cut you in on a percentage of the regional
6 center."

7 MR. GREER: Your Honor, move to strike. First
8 of all, the comments by Sean Flynn are hearsay. The
9 rest of the response is nonresponsive and
02:01:10 10 argumentative.

11 THE COURT: Sir, what's your position on that?

12 MR. ALDRICH: Well, I think it was responsive
13 to my question for sure. I mean, he was participating
14 in the conversation that he's talking about.

02:01:28 15 THE COURT: What about the hearsay component?

16 MR. ALDRICH: Well, I will say this on the
17 hearsay component: Sean Flynn, we've learned, is an
18 owner of the regional center, so it's probably
19 admissible as a statement against interest by a party
02:01:43 20 opponent or an admission by a party opponent or a
21 statement against interest. Either one.

22 THE WITNESS: I'd like to add one more thing.

23 THE COURT: Wait, wait, wait, wait.

24 Anything else in response to that?

02:01:55 25 MR. GREER: No, your Honor.

02:01:56 1 THE COURT: Okay. I'll overrule.
2 Go ahead. Ask your next question.
3 THE WITNESS: I'd like to add one more thing
4 regarding Sean Flynn. Sean Flynn is now listed on
02:02:05 5 their website as their chief financial economist. Sean
6 Flynn wrote a report that was submitted to this Court
7 several months ago claiming that we hadn't created
8 enough jobs. That report has to clearly be in conflict
9 because he's now -- and is very likely to be a party to
02:02:25 10 this lawsuit when we amend the complaint. This -- the
11 whole thing stinks.
12 MR. GREER: Move to strike as clearly
13 nonresponsive.
14 THE COURT: I'll strike the last sentence.
02:02:35 15 But go ahead.
16 BY MR. ALDRICH:
17 Q. Talk about some of these alleged breaches that
18 we keep hearing about. Just a second. Let me get the
19 page.
02:03:06 20 THE COURT: I just have one question, sir.
21 What was the total money paid out?
22 THE WITNESS: Paid out to who?
23 THE COURT: To EB5, Mr. Dziubla --
24 THE WITNESS: I think --
02:03:16 25 THE COURT: -- in total.

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02:03:16 1 THE WITNESS: I think the total monies that we
2 paid him were 177,000 for the formation of the regional
3 center, that was supposed to be only direct costs,
4 which that was not the case.

02:03:28 5 An initial \$100,000 in marketing that was
6 supposed to be used to market the project abroad in
7 Asia and India, which did not happen.

8 And then from that point we continued to pay
9 different types of marketing fees for different types
02:03:43 10 of marketing programs that he claimed he was -- he
11 would be doing. And the total from that came out to be
12 \$522,000. So if you take two hundred seventy -- take
13 177- off of 522,000, that is the amount of marketing
14 fees that we paid that were never used to market the

02:04:03 15 project, to our knowledge, because we've never seen any
16 direct receipts or expenses in the same -- the same
17 criteria that he held our feet to the fire to and
18 claimed that we were in default because we hadn't
19 provided him with actual construction invoices and

02:04:26 20 cancelled checks, et cetera, because if you recall, we
21 sent him -- when he requested documentation, we sent
22 him a banker's box that weighed, like, 20 pounds that
23 came directly from our accountant, and he discounted
24 all of it and said, "No, I want to see actual invoices

02:04:39 25 with cancelled checks that -- that match so that I know

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02:04:44 1 what you've actually spent the money on."
2 He was accusing us of misappropriating the
3 funds. My house, along with 5,000 other homes in Santa
4 Rosa, burned to the ground and all that documentation
02:04:56 5 was stored in the basement. Yet I spent three weeks
6 combing electronic bank records. Mike Meacher
7 contacted every contractor that we had used, and we got
8 invoices. And we ended up sending him all of that
9 documentation that proved that we used every penny that
02:05:16 10 he gave us directly as it's stated in the construction
11 loan agreement.
12 Yet to this day, he still stands up in this
13 courtroom and says we didn't provide the documentation.
14 Yet when we asked him for documentation on how he spent
02:05:32 15 the \$522,000 that we gave him, he refused to give us
16 any cancelled checks, any invoices, anything at all.
17 We only found out partially what he did not spend our
18 money on through those initial -- through the initial
19 order that you gave him to provide records. And then
02:05:52 20 he provided just a sparse amount of it and then
21 admitted that he threw out the rest of it.
22 BY MR. ALDRICH:
23 Q. I'm going to take a minute before we talk
24 about the breaches and draw your attention to -- there
02:06:16 25 has been a lot of discussion about an email from May of

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02:06:20 1 2016 that -- where Mr. Dziubla gave you three options
2 moving forward because they were not raising the money
3 fast enough. Do you remember that email and those
4 options?

02:06:32 5 A. I do.

6 Q. Okay.

7 A. Do you know where it's located in here? You
8 know, I'm not sure. It's one of the exhibits. I know
9 that Mr. Greer attached it to a declaration, which
02:06:49 10 isn't technically authenticated, but I can authenticate
11 it.

12 MR. GREER: It's in here.

13 MR. ALDRICH: I've got it in a binder.

14 MR. GREER: It's in your binder?

02:06:59 15 MR. ALDRICH: Because you attached it to a
16 declaration.

17 MR. GREER: You have it.

18 MS. BIXENMANN: No.

19 MR. GREER: I have it.

02:07:21 20 MR. ALDRICH: May I approach the witness?
21 THE COURT: Yes, you may.

22 MR. ALDRICH: I apologize I did not have that
23 ready to go. I thought it was there. What's the next
24 number? What's our next number?

02:08:31 25 Counsel.

02:08:32 1 MR. GREER: Page 132 is the exhibit that
2 Mr. Aldrich is referring to.

3 THE COURT CLERK: Is this part of the binder?

4 MR. GREER: No. That's just an extra copy
02:08:42 5 that I was using in my part of the case that I'm
6 putting forward now to help Mr. Aldrich so the judge
7 can see --

8 MR. ALDRICH: So --

9 MR. GREER: -- that particular exhibit.

02:08:50 10 THE COURT: Let me see it.

11 THE COURT CLERK: Okay.

12 MR. ALDRICH: In and among the documents that
13 have been filed for this motion for the hearing today,
14 Mr. Greer gave a declaration and attached this email to
02:09:00 15 it. So if that's easier to find, it's in the documents
16 that are part of the hearing.

17 THE COURT: Is that 132?

18 MR. GREER: Page 132.

19 THE COURT: Bates stamp 132; right?

02:09:11 20 MR. GREER: Yes.

21 THE COURT CLERK: Is that being included with
22 the exhibits here?

23 MR. ALDRICH: So I was just going to make it
24 Exhibit 53, which I think is next.

02:09:20 25 THE COURT: Okay. We can do that, but I'll

02:09:22 1 follow in order to expedite.

2 MR. GREER: So Exhibit 132? What is it?

3 MS. BIXENMANN: 53.

4 MR. ALDRICH: 53 in terms of --

02:09:28 5 MR. GREER: Okay.

6 MR. ALDRICH: Okay.

7 (Exhibit 53 marked)

8 BY MR. ALDRICH:

9 Q. Have you had a chance to look at that email?

02:09:36 10 A. I have.

11 Q. Do you remember that email?

12 A. I do.

13 MR. ALDRICH: Okay. I guess first I'll

14 start -- I'll move to admit the exhibit.

02:09:44 15 MR. GREER: No objection.

16 THE COURT: Okay. Shall be admitted.

17 (Exhibit 53 admitted)

18

19 BY MR. ALDRICH:

02:09:48 20 Q. All right. There are three options that

21 Mr. Dziubla gives, correct?

22 A. Yes.

23 Q. And then did you have a meeting a few days

24 later to discuss those?

02:09:55 25 A. Yes.

02:09:56 1 Q. All right. Tell us about the meeting.

2 A. I'll never forget this meeting because Dziubla
3 and Fleming showed up looking like a couple of homeless
4 guys claiming that they were broke. In fact, Mike
02:10:12 5 Meacher and I commented after the meeting about their
6 appearance. Completely disheveled. I mean, it just --
7 it was remarkable.

8 But they claimed that they were broke. They
9 claimed that they had exhausted all their resources in
02:10:31 10 trying to get this EB5 project completed. In reality,
11 we found out later that they weren't broke. Not even
12 close. The whole thing was a sham.

13 And they offered these three options. The
14 first one, well, you know, we gave it our best effort.
02:10:51 15 Let's call it a day and let's part ways friends. We'll
16 have to, of course, refund all of the EB5 investors
17 that we've taken money from.

18 They never showed us that they had any EB5
19 investors. They never gave us a single amount of proof
02:11:09 20 that they had any EB5 investors sourced at all. They
21 promised, up to that point, 25 million. They told us
22 they had 20 to 30 in the -- we're supposed to get
23 25 million in, you know, Thanksgiving and then December
24 and then January and then February. And it's like,
02:11:25 25 where is this? Mike finally asks them in an email,

02:11:28 1 "How many do you actually have?"
2 "We have two."
3 After we'd spent \$177,000 on a regional
4 center, given them \$100,000 in marketing fees, after
02:11:40 5 they flew Sinowel out and told us how they were going
6 to fund the whole thing, they had two.
7 We never saw any proof that they had two. We
8 never saw any bank accounts. They wouldn't give us any
9 information. They would not show us anything. Again,
02:11:53 10 had to rely on their good word, which at that point it
11 meant -- you know, it meant nothing. So let's just --
12 let's just part ways. That's -- let's walk away.
13 My response to that was, "Hey, we've given you
14 \$300,000. You wasted two and a half years of our time.
02:12:10 15 You've damaged my reputation with my members. Nobody
16 is walking away from this. That's not a viable
17 option."
18 So that was the response to number one.
19 Another option they gave us was to buy the
02:12:30 20 regional center from them, which is absolutely
21 ridiculous. We -- we wanted to own it in the first
22 place, and they told us we couldn't own it because it
23 would not be looked favorably by the federal
24 government. Now -- so we basically paid for it the
02:12:44 25 first time. Now they're saying, "Oh, the workout deal

02:12:47 1 here is buy it back from us."

2 I mean, they wanted us -- they wanted us to
3 pay them even more than we paid initially to buy the
4 thing back from them and then they would walk away.

02:13:01 5 Well, first off, we can't own it. They told us we
6 couldn't own it.

7 So I said, "How in the heck would you do this?
8 We can't own it. And why would we pay for it a second
9 time?"

02:13:09 10 And then the third option was really the only
11 option that we could even consider, and this is where
12 he went into, again, another big con.

13 "Well, your project has become an outlier."

14 And I said, "What?" I said -- I used
02:13:27 15 different language. But I asked, "What is an outlier?"

16 "Well, during the time when I first told you
17 how we were going to do this and the time that we got
18 the regional center approved, the market has changed
19 drastically. Investors don't want to be in first
02:13:44 20 position."

21 See, initially he promoted to us that we had
22 to give them a -- his investors a first position at
23 \$75 million. And I mean that made sense to me. Again,
24 he was the expert. We were relying on him.

02:13:57 25 Then he comes back to me and says, "Oh, no,

02:13:59 1 no. Everything's changed." He doesn't tell us that he
2 completely blew the window of opportunity, if there
3 ever was one for him. He didn't -- he doesn't tell us
4 that he didn't spend the marketing money the way he was
02:14:11 5 supposed to. He tells us that the market has changed.
6 And now what they want -- what the investors want is
7 they want to be in a fully subordinated second position
8 behind a US lender that's fully vetted the project. He
9 also tells us that they don't want -- the investors
02:14:25 10 don't want to wait for \$25 million in EB5 funding to be
11 placed into the account. They want to step in right
12 away.

13 Now, this is important because this was part
14 of the agreement that I had with him initially.

02:14:38 15 I told him initially when he came to us and
16 was pitching us on this deal, I said, "Look, I don't
17 want to get half pregnant here. I don't want to get
18 into this EB5 deal and all the government regulation
19 and the stuff that I don't even quite understand. I
02:14:52 20 don't want to do this until you have \$25 million to
21 drop into our account so we can move this project
22 forward and that you're confident that you can do the
23 other 25 and the other 25." Because it was a
24 \$75 million deal.

02:15:04 25 That's why these emails that he sent us where

02:15:08 1 he says, "We'll have your first 25 million ready to
2 drop before Thanksgiving or at Thanksgiving," and then
3 Thanksgiving comes and goes -- and, by the way, send us
4 the \$53,000 for the marketing. See? It was always the
02:15:21 5 con. "I'm going to do something. Send me money."

6 Then November comes around. The money is not
7 there. December it's not there. January it's not
8 there. And he gives us some lame excuse about the
9 Chinese New Year and all this kind of stuff. I didn't
02:15:37 10 want to get into this thing. But I'd spent -- because
11 of all his misrepresentations and lies, I'd spent this
12 money. So now he's saying, "Oh, they don't want --
13 they don't want to wait for 25 million. What they want
14 to do is be able to give us the 500,000 and put it into
02:15:52 15 the project." And he told us -- Mike Meacher was

16 there. He told us, "If you'll change the capital stack
17 and allow us to raise 50 million on the back end fully
18 subordinated second and you go out and find a first
19 lender at 25 million, I'll then be able to bring all
02:16:09 20 these investors in and we'll be able to fund this
21 project. Even if it's just one at a time, we'll be
22 able to fund it."

23 Well, what option do we have, your Honor, at
24 that time? We'd spent \$300,000. They misrepresented
02:16:21 25 everything. Now he comes to us and says, "You can

02:16:23 1 either -- we can either walk away." That's not a good
2 option. "You can buy it from us." No, we can't,
3 because you already told us the government won't allow
4 that. Or we can, under duress essentially, accept this
02:16:34 5 deal. That was the only option we had.

6 So we went ahead and accepted that option, and
7 it required rewriting the PPM. It required us
8 providing them with what they wanted at this point.

9 See, here's why -- here's why the fraud
02:16:56 10 continued past this agreement. At that time, showing
11 up like homeless people and saying, "We need \$8,000 a
12 month to carry this on." So not only do you have to
13 change the original plan that we talked about and
14 accept 50 million from us and you go out and find 25
02:17:15 15 million changing the capital stack and accept the
16 investors as we get them, but if you do this, we'll be
17 able to bring in more. We also need \$8,000 a month to
18 continue marketing this project because we're broke.

19 They weren't broke. Dziubla was never broke.

02:17:31 20 So I said, "No, we're not going to give you
21 8,000 a month because, number one, you've never given
22 us any receipts for anything. We keep asking for them
23 and you got all these reasons why, you know,
24 confidentiality and proprietary and all this stuff you
02:17:43 25 can't give us this. What we'll give you is we'll give

02:17:46 1 you 8,000 every time you bring in an investor during
2 the month."

3 And that's what we did. Some months they
4 didn't bring in any investor. But he said if we change
02:17:55 5 this he would be able to source these investors one at
6 a time to try to fully fund the project; right?

7 So that was really the only option that we
8 had, and that's why this con continued because the
9 \$8,000 we paid him he never used for marketing. The
02:18:11 10 records show that.

11 He later tried to call it a performance fee.
12 And if you see the emails, he's using that word
13 together, "marketing" and a "performance fee," meaning
14 he's succeeded in getting investors, so we're going to
02:18:25 15 give him a performance fee. And I think in his
16 testimony he even stated it was all fully earned.

17 We've later found out that that action is an
18 SEC violation.

19 MR. GREER: Strike that. Foundation.

02:18:40 20 THE WITNESS: So we found out a lot of stuff
21 after the fact.

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

23 MR. GREER: Move to strike. Lacks foundation.
24 Nonresponsive.

02:18:49 25 THE COURT: Okay. As far as the SEC

02:18:53 1 violation, I'll sustain that.

2 BY MR. ALDRICH:

3 Q. Now, in terms of Las Vegas Development Fund
4 and EB5 IA, the marketing entity, in your view -- well,
02:19:21 5 strike that.

6 In terms of Las Vegas Development Fund and
7 EB5 IA, who's running those two entities?

8 A. Robert Dziubla and Jon Fleming were running
9 both of them for most of the time. And then Jon
02:19:35 10 Fleming dropped out and Dziubla put Linda Stanwood in
11 the place instead of -- sent us off an email stating
12 that she was well-versed in the project and would be
13 working in the capacity of Jon Fleming.

14 Q. And so let's -- well, strike that.

02:20:05 15 EB5 Impact Advisors, which was the market
16 entity --

17 A. It was supposed to be.

18 Q. Yeah. And then you're aware that Mr. Dziubla
19 testified in -- as part of this hearing that he stopped
02:20:16 20 marketing as of the end of 2017. You're aware he
21 testified to that; correct?

22 MR. GREER: Lacks foundation. Misstates
23 testimony.

24 (Reporter clarification)

02:20:28 25 THE COURT: Misstates.

02:20:29 1 MR. GREER: He stopped marketing.

2 THE COURT: You can just ask him what his
3 understanding is.

4 BY MR. ALDRICH:

02:20:34 5 Q. What's your understanding of when Mr. Dziubla
6 stopped marketing?

7 MR. GREER: Lacks foundation.

8 BY MR. ALDRICH:

9 Q. This --

02:20:43 10 A. Mr. Dziubla never told --

11 THE COURT: I'm going to overrule.
12 Just go ahead, sir.

13 THE WITNESS: Dziubla never told us that he
14 had stopped marketing the project until he sent us that
02:20:56 15 frivolous notice of default. And I'd have to actually
16 look at the date of that. But up until that time, we
17 had delivered marketing funds to Dziubla through not
18 only EB5 IA, but we also -- he also had us wiring funds
19 to Las Vegas Development Fund which was supposed to be
02:21:18 20 the lender.

21 So what he -- what he was doing is -- and we
22 didn't find this out until later when he testified that
23 he had closed the marketing entity down, we didn't know
24 that. But he had us sending the money after he did
02:21:34 25 that to Las Vegas Development Fund. And that lender

02:21:37 1 was now accepting marketing fees and, of course, no
2 marketing was being done because he -- as he stated, he
3 closed down the marketing entity. We didn't know about
4 this. We were just continuing to pay his marketing
02:21:53 5 fees.

6 BY MR. ALDRICH:

7 Q. And was Mr. Dziubla and Mr. Fleming over this
8 course of time reporting to you that they were
9 continuing to market the project? I'm sorry. Strike
02:22:07 10 that. Let me give a time frame for you.

11 Before the end of 2017, let's just say from
12 even when the relationship started in 2013 to 2017,
13 were Mr. Dziubla and Mr. Fleming continuously
14 representing to you that they were indeed marketing the
02:22:23 15 project?

16 A. Yes. They were -- they were sending us
17 invoices for the market -- the \$8,000 marketing fee
18 when an investor was sourced, and we were paying it.

19 Q. All right. Let's talk about for a minute
02:22:35 20 about the breaches that have been alleged here. The
21 first breach that was alleged is improper use of loan
22 proceeds.

23 How do you respond to the allegation that
24 Front Sight improperly used the loan proceeds?

02:22:50 25 A. It's absolutely not true, because we used

02:22:53 1 those loan proceeds for exactly what the loan contract
2 stated we could use them for.

3 And on top of that, when it finally came down
4 to where I had to sit down and reconstruct all of the
02:23:09 5 invoices and checks that were lost in the fire through
6 going through all of our electronic bank accounts and
7 Mike Meacher sourcing all these invoices, it was clear
8 that not only had we used all of the money penny for
9 penny in an appropriate fashion, we had spent

02:23:27 10 significantly more on the project than what they had
11 provided us. There was not a single penny that was
12 misused from the money that they provided us.

13 Yet on the other hand, almost everything that
14 we gave them was -- was spent for inappropriate
02:23:44 15 reasons, meaning not for marketing, not for direct
16 costs.

17 Q. So another allegation is -- the second one is
18 alleged failure to provide government-approved plans
19 for construction.

02:24:09 20 Has Front Sight refused to provide
21 government-approved plans for construction?

22 A. Absolutely not. The only government-approved
23 plans that we had, we had provided them. It's
24 basically the project has now completed all of the
02:24:25 25 grading, the hydrology studies, the hydrology or the --

02:24:30 1 the wash. There is a big wash that runs through the
2 property. There is a big canal that goes through that
3 we had to, you know, do all kinds of engineering on.
4 There was no reason for us not to provide them with the
02:24:42 5 permitting and the plans that we had had approved by
6 the county of Nye.

7 We gave them the original development
8 agreement that was all part of, you know, creating the
9 regional center and all that. All this stuff was
02:24:57 10 provided. There would be no reason for us to hold it
11 back. So when they say we haven't provided it, we've
12 provided everything that we had, which isn't much,
13 because most of it was grading. There is no vertical
14 construction plans because we hadn't submitted those
02:25:13 15 yet because we did all the grading. The next step is
16 the infrastructure; that's the underground. The next
17 step is the -- the vertical construction. They didn't
18 provide us enough money to go past that.

19 Q. So you provided all the plans for how far the
02:25:29 20 project has gone?

21 A. I believe so, yes. And there would be no
22 reason for us not to provide them.

23 Q. Okay. All right. We've got third alleged
24 event of default is material delays in construction.
02:25:46 25 How do you respond to that?

02:25:49 1 A. Your Honor, there is only one person in this
2 room that truly cares about these immigrant investors'
3 visas and the project, and that's me. I'm -- I'm the
4 one that kept this project going when Robert Dziubla
02:26:05 5 was starving it and not giving us the money that he had
6 to put into the project. I'm the only one that's kept
7 it going in spite of this frivolous and fraudulent
8 foreclosure action that had no merit that caused us to
9 lose an investment banker loan.

02:26:28 10 We are -- we've tried to build this as quickly
11 as we possibly can with the limited funds that we
12 received. This was supposed to be initially a
13 \$150 million project. Then he said he could not
14 provide 150 million. He could provide 75. So we had
02:26:44 15 to scale the project back.

16 Then he comes to us and says, "Well, we can
17 provide 50 on the back end as a fully subordinated
18 second, but you have to go out and find a \$25 million
19 first," and we did. We went through all of the ugliest
02:26:59 20 types of lenders you can possibly imagine, and we had
21 to turn down most of those. But we were able to secure
22 the Morales construction loan agreement.

23 But here's the kicker there: Dziubla kept
24 telling us, "You got to get me that first -- that first
02:27:15 25 lender so that I can then go out and secure the rest of

02:27:19 1 these investors. They're all waiting for that first
2 lender." So we went out and secured the first lender,
3 the Morales construction loan. But Dziubla knew
4 because we told him how it was going to work. Morales
02:27:31 5 would start the building, and it was the EB5 money
6 coming in that would pay down that construction loan.
7 He understood that.

8 So we secured the Morales loan so that he
9 could point out to his agents and his investors that
02:27:45 10 Front Sight has secured a first lender. We get Morales
11 started on it and then Dziubla doesn't come through
12 with any further money. So we were on the hook, and
13 we've paid down that -- those construction costs that
14 Morales provided. We paid it down. Even though
02:28:00 15 Dziubla starved the project, didn't provide anything
16 else, we have -- we are the ones that have paid him
17 down.

18 So it was -- it was the best that we can do
19 under those circumstances. And under the loan
02:28:12 20 contract, that's all we were asked to do is the best we
21 can do, and we found it for him.

22 We've since now found another lender who's
23 willing to loan and now we're at this point where we've
24 created the jobs, and we've got a lender that will
02:28:24 25 basically take Dziubla out and we can move the project

02:28:27 1 forward without his obstruction and interference and
2 all -- everything else that he's doing.

3 Q. And did there come a time when you learned
4 that Mr. Dziubla had about a million and a half dollars
02:28:42 5 that he was holding and not releasing to you?

6 A. Yes. This is what I'm referring to when I say
7 "starved the project."

8 How in the world can you build a project when
9 Las Vegas Development Fund has money and they won't
02:28:55 10 release it to you, and the reason they won't release it
11 to you is because they say you haven't provided this or
12 you haven't provided that or you haven't provided this.
13 And we've provided it. And we said to him, "Look, this
14 money can be used on the project."

02:29:07 15 Isn't that what an EB5 lender is supposed to
16 do? You have investment money. It's supposed to be
17 put into the project. But he wouldn't give it to us.
18 And -- and -- and at that point, if he's not going to
19 give us the money, we've got to build the project
02:29:21 20 ourself, and that's what we've been doing.

21 Q. All right. There's a fourth allegation or
22 alleged default is this reduction in the project. And
23 the allegation from them is this Patriot Pavilion has
24 changed and that that's somehow a breach. What's your
02:29:48 25 response to that?

02:29:49 1 A. When that was initially stated, there was no
2 change. He was taking something out of context that
3 he'd overheard Mike Meacher say and, you know, that
4 we're changing all this. At the time we hadn't changed
02:30:00 5 anything. We were continuing to work toward that
6 original -- original program. So that -- that was
7 completely false.

8 Again, so much of these defaults are
9 fabricated and our -- you know, my opinion on the thing
02:30:16 10 is it was fabricated because we were honing in on the
11 fact that he had misused the money and he was just
12 basically trying to cover his tracks by filing this,
13 you know, frivolous and fictitious notice of default,
14 trying to collect default interest, collect attorney's
02:30:31 15 fees. He knew that this was going to come to a head
16 and there would be legal fees involved, so he tried to
17 get a jump on us so that he could claim that. That's
18 the only motivation I can see him having. Because what
19 he should have wanted to do if he truly was concerned
02:30:46 20 about his investors is he should have tried to work
21 something out. He could have easily -- and I've
22 learned this, again, from, you know, the EB5 experts
23 that I've consulted with after this case. He could
24 have easily modified the loan contract, extended out
02:30:59 25 more time to give everybody a chance to do this. He

02:31:01 1 could have easily, easily gone back and looked at what
2 we had already done in construction costs and job
3 creation and filed the I-829s for the investors that he
4 had. He could have moved about ten of those investors
02:31:17 5 right off the books. But he didn't.

6 Instead, he files this notice of foreclosure.
7 Filing a notice of foreclosure on an EB5 project is
8 the -- is the kiss of death to everybody. Why?
9 Because the project's dead. No jobs are going to get
02:31:34 10 created. The investors lose their immigration status.
11 And guess what? USCIS will come in and they'll remove
12 the regional center from him and his investors get
13 kicked out and they have to start all over.

14 These are all the things I've learned in
02:31:49 15 talking to true EB5 experts who shake their heads and
16 say, "We don't understand why he did this."

17 There was 100 different ways to do this to
18 work it out, but he chose the route of filing a
19 foreclosure action.

02:32:01 20 MR. GREER: Objection to that rant was, but it
21 was definitely hearsay since he says what other people
22 told him right at the tail end there. It's
23 nonresponsive to the question that was asked, and it
24 sounds like he's testifying as an expert. So I'm going
02:32:11 25 to renew my objection as there is lack of foundation

02:32:14 1 that he has expertise in the area of EB5.

2 MR. ALDRICH: And I'm not asking the question
3 as an expert. I'm asking him a question as to what he
4 knows, and he's testified what it's based on.

02:32:28 5 THE COURT: Okay. I'll sustain as far as the
6 hearsay statements are concerned.

7 BY MR. ALDRICH:

8 Q. All right. So you talked on this a little
9 bit, but the fifth alleged default is failure to obtain
02:32:49 10 senior debt. You've mentioned a little bit about the
11 conversations you had with Mr. Dziubla on the Morales
12 loan. Did Mr. Dziubla tell you that the Morales loan
13 would count as senior debt?

14 A. Not only did Mr. Dziubla tell us the Morales
02:33:09 15 construction line of credit would count as senior debt,
16 his exact words were, "Ooh, this is very good."

17 And he then sent out an email or some
18 communication to his agents. It's in the -- it's in
19 the evidence -- where he tells them he's happy to state
02:33:24 20 that Front Sight has secured senior debt. So for him
21 to then claim that we were in default because we
22 didn't -- didn't secure senior debt is, you know,
23 absolutely ridiculous.

24 And we were using the senior debt. Morales
02:33:40 25 was working. We were waiting for Dziubla to bring in

02:33:44 1 all these investors that he said he had once we secured
2 senior debt. They never came. So we were on the hook
3 and had to pay off Morales.

4 Q. And the sixth alleged default is failure to
02:33:58 5 provide monthly project costs. What is your response
6 to that?

7 A. Monthly project costs. We would send out
8 video construction progress updates. Video. Not some
9 paper stuff. Actual video. We sent it out to our
02:34:15 10 members. We sent it to Dziubla to show exactly what
11 was happening on the site. Time lapse video of all
12 the -- all the heavy equipment running around the site.

13 The costs were essentially the invoices that
14 we ended up providing him when he requested those
02:34:33 15 invoices.

16 Q. All right.

17 A. And let me add one more thing to that. We
18 made it very clear when we negotiated the construction
19 loan agreement that we did not want to be involved with
02:34:51 20 monthly anything. The deal was we provided at the end
21 of the year all of the documentation. This was
22 negotiated between our two attorneys and Dziubla and
23 his attorneys. So this idea that he now comes back and
24 says, Oh, you're in default because you're not
02:35:10 25 providing all this stuff monthly. It was never

02:35:12 1 designed that way. It was designed to be an annual
2 report where we laid everything out.

3 So again, it's disingenuous for him to say,
4 Oh, you're in default because you didn't provide me
02:35:24 5 with monthly this or monthly that.

6 Q. All right. The seventh alleged default is the
7 assertion that Front Sight failed to notify the
8 defendants of an event of default.

9 A. Again --

02:35:40 10 Q. What's your response --

11 A. -- that's another -- that's another ridiculous
12 statement. He files the notice of default and we're
13 supposed to notify him in the event of a default?

14 What that really talks about is some kind a
02:35:51 15 mechanics' lien or something like that on the project,
16 which there were none. Why? Because we were paying
17 all of the vendors that we were paying to complete this
18 project as best we could.

19 The fact that he said we didn't notify him of
02:36:05 20 a default is absolutely ridiculous. He's the one that
21 filed the default. He knew about it.

22 Q. The eighth alleged default is the claim that
23 Front Sight has not allowed them to inspect Front
24 Sight's books. Has Front Sight provided all the
02:36:29 25 documentation it was required to?

02:36:31 1 A. We provided Dziubla, as I said before, with a
2 banker's box -- I forget the actual weight. It was
3 20-something pounds -- directly from our accountant
4 with all of the accounting related to the project.

02:36:47 5 There wasn't anything else we could provide
6 him. Yet he didn't believe that that was enough and
7 wanted matching invoices to the checks that we had
8 written or the wire transfers that we had made and --
9 and, again, those records were destroyed. But after he
02:37:04 10 filed his notice of default, in an effort to try to
11 appease everybody and keep the project moving because,
12 again, I'm the only person in this room that really
13 wants this project to move forward and that's actually
14 protecting the investors by doing so, we spent the time
02:37:20 15 and the effort to put that all together. We sent it
16 off to our attorney who had negotiated this loan
17 contract, and that attorney then forwarded those PDFs
18 directly to Dziubla. He has that information even
19 though he claims he never received it.

02:37:38 20 Q. I'm building a hazard here at the podium,
21 so --

22 There's -- the largest of the exhibit binders
23 is Binder No. 3. If you would take -- grab that and go
24 to be Exhibit 47.

02:37:55 25 A. Exhibit Number 47?

02:38:04 1 Q. Yes, sir. Take a moment and look at that
2 along with the documentation that's attached.

3 A. Okay.

4 MR. ALDRICH: I need to do some redaction
02:38:33 5 myself on these -- I'm going to ask about 47, 48, and
6 49. And I'll need to look at them and see if they need
7 to be redacted as well.

8 MR. GREER: No objection.

9 THE COURT: All right.

02:38:51 10 MR. GREER: With the exception that they
11 needed to be redacted.

12 MR. ALDRICH: Okay.

13 THE COURT: So admitted subject to the
14 redaction.

02:38:55 15 (Exhibit 47 admitted)

16 (Exhibit 48 admitted)

17 (Exhibit 49 admitted)

18 BY MR. ALDRICH:

19 Q. Okay. So going back to Exhibit 47, what is
02:39:06 20 this document?

21 A. This looks like our response to their notice
22 of default that they sent us on July 30 of 2018.

23 Q. Okay. And this documentation that's attached
24 to that is all stuff that you provided?

02:39:23 25 A. Yes.

02:39:26 1 Q. So look at Exhibit 48 for me. And then please
2 tell the Court what that is.

3 A. Additional responses to notice of default
4 dated July 31 and August 24.

02:39:43 5 Q. Okay. And all that documentation is also
6 documents you provided to defendants?

7 A. Correct.

8 Q. And then if you'll look at 49 as well.
9 What is that?

02:40:12 10 A. This would be documentation and information
11 from the period of July 1, 2017, through October 31,
12 2018, regarding the construction loan agreement.

13 These are basically all the checks, receipts,
14 et cetera, that we provided that Dziubla has claimed
02:40:31 15 that we never provided.

16 MR. ALDRICH: I got a note here saying to move
17 to admit 47, 48, and 49, and I thought I did. Are you
18 okay with all three of them?

19 MR. GREER: Yes.

02:41:15 20 MR. ALDRICH: Okay.

21 THE COURT: So admitted.

22 MR. ALDRICH: All right. Thank you. I'm
23 sorry, your Honor. Just one second. Give him a chance
24 to look at this.

02:42:53 25 MR. GREER: No objection.

02:42:54 1 THE COURT: All right.

2 MR. ALDRICH: I'll move to admit 50 also may
3 be subject to redaction as well.

4 THE COURT: Okay. So admitted, sir.

02:43:01 5 (Exhibit 50 admitted)

6 MR. ALDRICH: Thank you.

7 BY MR. ALDRICH:

8 Q. All right. The ninth alleged default is a
9 failure to allow site inspection. What's your response
02:43:30 10 to that?

11 A. My response to that is that we allowed Dziubla
12 to come out numerous times, basically any time he
13 wanted to come out, wanted to come out with somebody to
14 show them the property, we always made accommodations
02:43:49 15 for him until such time as we were in litigation. And
16 then he didn't want to come out by himself anymore. He
17 wanted to come out and bring "construction experts" and
18 very -- very clearly this was, you know, within the
19 realm of discovery. Discovery hadn't happened yet. I
02:44:06 20 asked my attorney about that. My attorney said, "If
21 you're under discovery" --

22 Q. Hold on.

23 A. Excuse me.

24 Q. Let's not talk about what your attorney said
02:44:13 25 because it's privileged. We don't want to waive

02:44:15 1 privilege to anything. Okay?

2 A. Okay.

3 Q. So --

4 A. Basically we allowed Dziubla to come out with
02:44:24 5 anyone he wanted any time he wanted up to the point
6 that we were in litigation and he wanted to now start
7 bringing out construction experts, et cetera,
8 et cetera.

9 Q. And do you remember October of 2018 when
02:44:42 10 Mr. Dziubla came out with an investor or an agent which
11 was after the litigation started and he was also given
12 a tour?

13 A. I was not there for that. Mr. Meacher was
14 there for that.

02:44:55 15 Q. Okay.

16 A. But, yes, he was allowed to come out.

17 Q. Okay. All right. The tenth alleged default
18 was failure to provide EB5 information. What EB5
19 information was Dziubla looking for that Front Sight
02:45:27 20 hasn't provided?

21 A. What document are you referencing, if any?

22 Q. I'm reading out of my pleading just as we
23 addressed what these allegations are, but --

24 A. Was that part of the first notice of default
02:45:39 25 or subsequent?

02:45:42 1 Q. I don't know the answer to that off the top of
2 my head. I'll come back -- I'll make a note and come
3 back to that at the break, so we don't --

4 A. What -- what -- what was the -- what breach
02:45:51 5 was that again? EB5 information?

6 Q. Failure to provide EB5 information is what my
7 note says.

8 A. Without seeing a document that's referenced
9 this, I don't know what that is off the top of my head.
02:46:07 10 But it strikes me as, you know, classic Robert Dziubla
11 claiming we've not provided EB5 information when we've
12 been demanding, begging, requesting information from
13 him regarding what the hell he's done with this EB5
14 project, where did all the money go, and it's
02:46:27 15 proprietary information, confidential, I can't give you
16 any of that. If we had EB5 information, we would have
17 given it to him. I don't know what he's referring to
18 there at this point. I'd have to actually have to look
19 at the document that we responded to.

02:46:41 20 Q. Okay. The 11th and 12th defaults are alleged
21 failure to pay default interest and legal fees.

22 What's your response to that?

23 A. We were never in default. I guess this whole
24 thing is a sham. As this -- as this pack of lies that
02:47:00 25 Dziubla had laid out on us over the course of many,

02:47:03 1 many years, all the way up until the very end, as it
2 was starting to cave in on him, this whole filing
3 notices of default and filing foreclosures, it was
4 nothing more than a money grab to try to pay his own --
02:47:22 5 try to have somebody else pay his legal fees under the
6 guise of a lender trying to foreclose, a lender who
7 required marketing fees and mixed the funds, you know.
8 One moment it's the marketing fee, you need to pay him
9 marketing fees to the marketing entity. Then he closes
02:47:41 10 down the marketing entity, throws away all the
11 documentation to hide his tracks, and then starts
12 charging us marketing fees from the lender. It's the
13 same kind of stuff.

14 As all of this was starting to come together,
02:47:52 15 as we were starting to ask the right questions, he
16 realized, I think, that he was in trouble. And that --
17 that was the reason for this notice of default.
18 Because again, your Honor, nobody does this. Nobody
19 forecloses on an EB5 project when they've received the
02:48:09 20 documentation and the proof that the money they gave
21 was spent exactly to the terms of the loan contract.
22 And knowing that there's no way in hell you're going to
23 be able to get any additional lending with a project in
24 foreclosure, and knowing that if you are able to get
02:48:27 25 money to complete the project, it's going to be at

02:48:31 1 egregious rates because of foreclosure. Nobody does
2 that.

3 Instead, they say, Look, we've got some
4 issues. Let's try to work these out.

02:48:38 5 And even in the letter in the response to
6 their default, in both of those letters that I sent, I
7 threw out an olive branch and said, "Let's get
8 together." I even offered -- it's written right in
9 there -- why don't we go to a mediator, preferably a
02:48:53 10 retired judge, and work out our differences to move
11 this project forward. I offered a truce to the whole
12 deal. Let's get this all worked out. And he files the
13 foreclosure action anyway as a surprise to get a jump
14 on us.

02:49:10 15 He -- I really believe he thought that by
16 filing that, it would embarrass me to the extent that I
17 would want to quietly come in and settle with him in
18 some way. Instead, I notified my members that this is
19 what had happened and that we were going to have to
02:49:26 20 fight it. Because I had no choice. I had to be
21 transparent about it. But the smart thing would have
22 been to work this thing out. And by my letters, I was
23 willing to work it out.

24 MR. GREER: Your Honor, I'm going to object as
02:49:39 25 nonresponsive. There wasn't a question pending. Also

02:49:41 1 to the extent it did discuss anything about the
2 settlement negotiations, those would be privileged and
3 not be appropriate to be brought up before this Court
4 or considered by this Court. Very argumentative. And
02:49:51 5 a lot of things called for speculation as to what
6 Mr. Dziubla was thinking about his actions.

7 And probably some other objections in there
8 I'm not remembering.

9 THE COURT: Sir, anything you want to add to
02:50:03 10 that?

11 MR. ALDRICH: I'm not sure exactly which part
12 of that he was objecting to.

13 THE COURT: I will consider --

14 MR. ALDRICH: I would agree that any
02:50:09 15 discussions of settlement --

16 THE COURT: I think you would agree to that.

17 MR. ALDRICH: Yes, I would agree to that.

18 THE COURT: All right. So we'll strike that.

19 Go ahead, Mr. Aldrich.

02:50:19 20 BY MR. ALDRICH:

21 Q. Has Front Sight attempted to find out what the
22 basis for the large attorney's fees claim is?

23 A. You mean the invoice that Dziubla sends us
24 every month that just lists a total amount owed? Yeah,
02:50:44 25 we've requested that. Even this -- this idea that

02:50:48 1 because we paid the three months after the judge's
2 order was filed that we still owe some kind of default
3 interest on those three payments, our -- you know, our
4 response was send us an invoice that actually shows
02:51:01 5 what it is. And, you know, if that's the case, we'll
6 pay it, if that's what the judge is ordering.

7 But they just send us this blank or this --
8 this form that has these total numbers on it. They've
9 never given us any breakdown of what the legal fees or
02:51:15 10 anything else would be. And, quite frankly, we're not
11 in default. We never were in default.

12 Q. And then so the -- well, let me back up.

13 Has -- have defendants provided any
14 information for you to assess the reasonableness of the
02:51:35 15 attorney's fees they're even claiming?

16 A. No. I just know after the fact that I'm
17 paying them through the interest that was supposed to
18 just go to the agents and the investors, but in reality
19 another lie Dziubla conned us into and it's going to
02:51:54 20 him.

21 Q. You're saying the payments through the
22 interest. What about that was a lie?

23 A. When he came to us disheveled looking like a
24 homeless guy and said they were broke, I said, Well,
02:52:03 25 wait a minute. Once you close the first set of

02:52:07 1 investors that he claimed he had investors ready to go
2 if we change the capital stack, that the interest that
3 we paid on that money would provide him with income.

4 And Meacher and I were sitting right there and
02:52:21 5 he said, "No, we don't get any of that interest."

6 I said, "What do you mean you don't get any of
7 that interest?"

8 He said, "One percent of that interest goes to
9 the investors, and the rest of it goes to the greedy
02:52:32 10 agents in China and India. We don't get a dime of it."

11 And that's why I looked at him and I said,
12 "Holy smokes." So maybe it's true that he's spent all
13 of his money on this project and in order for it to
14 continue to move forward we need to continue to provide
02:52:50 15 the marketing money for him.

16 The reality was, that was not true. And once
17 the loan closed and we've been paying the interest,
18 it's all been going in his pocket as he testified. And
19 he's now using it to pay the legal fees. So we're
02:53:03 20 paying -- I'm paying my legal fees and through the
21 interest I'm paying his legal fees. And then he's got
22 the gall to charge me again for the legal fees.

23 Q. So the 13th and final alleged default is
24 failure to abide by applicable laws and give notice
02:53:20 25 that a criminal complaint, making reference to a

02:53:25 1 criminal complaint that Mr. Dziubla filed in
2 California. Are you familiar with that?

3 A. Oh, yeah. Absolutely.

4 Q. So the -- the allegation here is that you
02:53:38 5 didn't notify Mr. Dziubla of the fact that he filed a
6 criminal complaint. How do you respond to that?

7 MR. GREER: Argumentative.

8 THE WITNESS: Yeah. That's the same story.

9 THE COURT: Wait, wait, wait.

02:53:47 10 I'll overrule. Go ahead.

11 THE WITNESS: That's the same story about
12 you're in default because you didn't notify us of a
13 default, when he's the one that filed the default.
14 Again, disingenuous. Ridiculous. He filed this
02:54:01 15 ridiculous criminal complaint that is -- we've already
16 filed for a dismissal. It's on constitutional grounds,
17 litigation privilege, freedom of speech. It's about a
18 dozen different reasons why it's going to get
19 dismissed.

02:54:14 20 And, by the way, the SLAPP suit that he filed
21 against us to try to quash our case over here was ruled
22 in our favor. And the judge awarded legal fees of
23 \$53,000 in that case, and Dziubla is going to face
24 debtor's examination in October over it.

02:54:34 25 MR. GREER: Move to strike, your Honor.

02:54:35 1 Nonresponsive. Lacks foundation.
2 THE COURT: Sir?
3 MR. ALDRICH: I mean, he just was describing
4 what had happened in California. If there is a
02:54:45 5 criminal and civil complaint, I don't see any problem
6 with it.
7 THE COURT: I understand. I'll overrule.
8 THE WITNESS: A misdemeanor. A misdemeanor.
9 THE COURT: Yeah. I'll overrule. I
02:54:54 10 understand.
11 THE WITNESS: Okay.
12 MR. ALDRICH: I wonder if --
13 THE COURT: Is this a good time for a break?
14 MR. ALDRICH: It is for me if it is for the
02:55:15 15 Court.
16 THE COURT: Yeah. It's fine. We'll take 15.
17 MR. ALDRICH: All right. Thank you.
18 -o0o-
19 (Recess)
-o0o-
03:33:58 20 THE COURT: Okay. Mr. Aldrich?
21 MR. ALDRICH: I just -- question for the
22 Court. So we had had some discussion earlier about
23 Mr. Greer having 30 minutes and then -- I guess I'm
24 unclear. We still have a motion to quash, a motion for
03:34:24 25 protective order on the bank records and those things

03:34:26 1 we were going to get to today as well, I believe.

2 THE COURT: We'll try.

3 MR. GREER: We have a motion to bifurcate that

4 we haven't argued yet.

03:34:31 5 MR. ALDRICH: And bifurcate. So I know the

6 Court wants to allow Mr. Greer -- has indicated that

7 Mr. Greer will have 30 minutes today. And so if that's

8 the case, I -- I have one question about admitting

9 Exhibit 23. And if that's it -- if you don't have any

03:34:46 10 objection, I'll admit and pass him for now so you can

11 have your 30 minutes.

12 MR. GREER: I'd rather you rest. I mean, at

13 least -- I think we're still on track, if you can

14 finish up your direct and I can do my cross in the

03:34:59 15 traditional fashion, I think would be -- I'd prefer --

16 THE COURT: And as far as the -- your pending

17 motion, there will be no action on it. We can hear it

18 10:00 o'clock on Monday or Tuesday or Wednesday.

19 MR. ALDRICH: Next week?

03:35:11 20 MR. GREER: The following Monday I can be here

21 at 10:00 o'clock.

22 THE COURT: Or the following Monday.

23 MR. ALDRICH: So that was -- if the Court will

24 remember, my concern about the motion to quash is that

03:35:18 25 I want to move forward with getting that discovery. So

03:35:23 1 I'd like to hear that today.

2 MS. HOLBERT: There's actually eight -- now
3 eight subpoenas involved. It was our motions to quash
4 and there's eight separate motions. And I don't think
03:35:32 5 your Honor can address those without going through each
6 request. I don't think if we start it today we're
7 going to get through those motions today.

8 Additionally, Mr. Aldrich filed a motion to
9 quash subpoenas we've served. Those are currently set
03:35:45 10 for October 23rd, but we would request that that
11 hearing date be moved up so that they can be heard
12 sooner. And it's the same arguments they should really
13 be heard the same day. The other motion that was filed
14 that's heard -- that was set for today is a protective
03:36:00 15 order regarding Jennifer Piazza. The argument is that
16 no discovery can be directed to her until an early case
17 conference is held, a supplemental one. We would like
18 that scheduled.

19 MR. ALDRICH: I'm sorry. In our conversation
03:36:13 20 yesterday, I understood that was --

21 MS. HOLBERT: We'll withdraw --

22 (Unreportable cross-talk)

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

24 MR. ALDRICH: Okay.

25 MS. HOLBERT: We'll withdraw until after the

03:36:20 1 early case conference is set, but we want the early
2 case conference set as soon as possible. That answer
3 is due next Friday. So the following Monday would be,
4 I think, the ideal time to hear all the motions to
03:36:32 5 quash, the protective order, hold the early -- the
6 supplemental early case conference.

7 So that would be the 30th, right?

8 MR. GREER: The 31st.

9 MS. HOLBERT: The 30th.

03:37:03 10 MR. GREER: The 30th. September 30.

11 THE COURT: The 30th is not good for me.

12 MS. HOLBERT: Okay.

13 MR. GREER: Okay.

14 MR. ALDRICH: The 1st?

03:37:51 15 MS. HOLBERT: Then to the next day that is
16 good, I guess.

17 THE COURT: From what I can tell, maybe the
18 1st. Then I'm out on the 2nd, 3rd, and 4th.

19 (brief pause in proceedings.)

03:42:12 20 THE COURT: We can go back on the record.

21 It's my understanding as far as the pending
22 discovery motions, we'll move those to the afternoon of
23 October 9 at 1:15. Is that correct?

24 MS. HOLBERT: Yes, please. And can we also
03:43:26 25 move the one that's set for the 23rd to the 9th as

03:43:28 1 well, the one that the plaintiff filed -- or the -- you
2 filed just one for three subpoenas; right? Which is
3 one motion, though; right?

4 MR. ALDRICH: Probably.

03:43:39 5 MS. HOLBERT: The Morales ones.

6 MR. ALDRICH: Probably.

7 THE COURT: Is that fine, Mr. Aldrich?

8 MR. ALDRICH: Yes. Since -- but I guess since
9 we're moving stuff around, can I move my -- I got two
03:43:51 10 other motions on -- I got a motion to compel and a
11 motion for sanctions. I think they're set on the 23rd
12 as well. Not positive about that, but I'd love to have
13 those heard on the 9th as well.

14 MR. GREER: One of the issues with those is on
03:44:07 15 the motion to compel, one, I'd like to see if we can
16 work out our differences. And we might make sure we
17 have enough time to do that. These are -- I've got 600
18 discovery requests. And so -- and it's very time
19 consuming. But I'd like see, to the extent we can work
03:44:22 20 it out, I'd like to do that. I think we'll probably
21 disagree on some still and need a hearing probably. I
22 don't see them all being resolved.

23 THE COURT: Mr. Aldrich, when are those
24 currently set for, sir?

03:44:33 25 MS. HOLBERT: I believe they're all the 23rd.

03:44:34 1 MR. ALDRICH: I believe it's the 23rd.
2 THE COURT: 23rd of September or October?
3 MR. ALDRICH: No, sir. October. I just filed
4 one of the motions yesterday and I think the other one
03:44:42 5 the day before.
6 THE COURT: The only reason I asked that
7 question, there's a difference for lawyers in advancing
8 something versus extending something, you know.
9 MR. ALDRICH: Sure. Of course. I understand.
03:44:51 10 THE COURT: Yeah.
11 MR. ALDRICH: We're --
12 MS. HOLBERT: The one we want to advance from
13 the 23rd to the 9th is a subpoena -- motion to quash a
14 subpoena. The legal arguments are the same. The case
03:44:59 15 law is the same as the ones that will be heard on the
16 9th.
17 MR. ALDRICH: And -- but, again, I'd love to
18 have the motion to compel heard sooner because I've
19 been waiting a long time.
03:45:11 20 THE COURT: How about this. We can maybe do
21 it this way: We will keep it on its current date.
22 However, if -- you can make a run at trying to resolve
23 it. If you can't, if there's something we need to take
24 care of at the time of the hearing, I'll do that. How
03:45:33 25 does that sound from an efficiency perspective? You're

03:45:37 1 not very confident, I can see, sir.

2 MR. ALDRICH: I'm --

3 MR. GREER: The motion to compel is not going
4 to result in any more documents going their way, your

03:45:43 5 Honor. They just want to take all of our documents and
6 plug them into specific allegations throughout the
7 complaint. So he's not going to get any more
8 discovery. This is just more work for us to figure out
9 how to --

03:45:55 10 MR. ALDRICH: I'm sure the Court is shocked
11 that we don't see that the same.

12 THE COURT: I understand.

13 MR. ALDRICH: Okay.

14 MR. GREER: That's just what we're talking. I
03:46:04 15 think it's just time to talk.

16 MR. ALDRICH: So, I guess, let's be clear
17 about what's moving from the 23rd then. The motion to
18 compel that I filed is not being moved. The motion --

19 THE COURT: The 23rd of which month, sir?

03:46:20 20 MR. ALDRICH: October.

21 THE COURT: Okay.

22 MR. ALDRICH: My apologies.

23 THE COURT: Yes.

24 MR. ALDRICH: What's that?

03:46:25 25 Traci is telling me the motion to compel --

03:46:33 1 the notice of hearing on the motion to compel came in
2 this morning. We haven't seen it. So I could be wrong
3 that it's even on the 23rd.

4 THE COURT CLERK: It is the 23rd.

03:46:43 5 MR. ALDRICH: Okay.

6 THE COURT CLERK: October 23rd.

7 MR. ALDRICH: There we go.

8 THE COURT: All right.

9 (A discussion was held off the record

03:46:48 10 between the court clerk and the Court.)

11 THE COURT: On the other motions, all the

12 briefing is done. Is that correct? Isn't that

13 correct? All the briefings are currently done?

14 MS. HOLBERT: On?

03:47:08 15 MR. ALDRICH: On which?

16 THE COURT: On the ones that we're setting --

17 MS. HOLBERT: The ones that were set for

18 today, they were originally to be heard on the 5th.

19 THE COURT: Right.

03:47:13 20 MR. ALDRICH: Right. The ones -- what we have

21 left for today is motion to bifurcate still, the motion

22 to quash. It's actually technically eight. I filed

23 one opposition, but there's eight places we were

24 subpoenaing. So that motion, that briefing is also

03:47:30 25 already done.

03:47:31 1 THE COURT: Right.

2 MR. ALDRICH: The --

3 THE COURT: So don't move on yet. Everything

4 already done for today we're moving to the -- which

03:47:38 5 date is that again?

6 THE COURT CLERK: October 9th at 1:15.

7 THE COURT: Right.

8 THE COURT CLERK: October 9th at 1:15.

9 THE WITNESS: Your Honor, may I step down and

03:47:48 10 speak with my counsel for a moment?

11 THE COURT: You sure can. Absolutely.

12 MS. HOLBERT: And also on the 9th then we want

13 to do the supplemental early case conference, because

14 by that time the answer will have been filed by the

03:48:04 15 counterdefendants.

16 THE COURT: And we can do that too.

17 (A discussion was held off the record.)

18 THE COURT: Mr. Aldrich, sir?

19 MR. ALDRICH: Yeah, just with all the stuff

03:49:46 20 that's gone on, the new stuff that we have received,

21 the job report and all that, we're going to have some

22 more motions as well. Our preference would be to put

23 everything on the 23rd, the stuff that's already there,

24 the stuff that we're moving from today, the stuff that

03:49:59 25 we're talking about having on the 9th, and just take

03:50:01 1 care of it all at one time. At that point we'll know
2 the status of the loan that's coming in. And who
3 knows? Maybe we will have a chance to work something
4 out. But we've got jobs report, all those things,
03:50:13 5 we're going to be able to get this foreclosure taken
6 care of, I think, before then. So that would be our
7 suggestion is to put everything on the 23rd.

8 MR. GREER: So you went from just wanting
9 everything done now because you need it to another
03:50:26 10 month because you don't?

11 MR. ALDRICH: I went from having some things
12 on the 9th when I got stuck with some things on the
13 23rd to putting everything on the 23rd.

14 MR. GREER: I'm going to have to be telephonic
03:50:37 15 on the 23rd anyway.

16 THE COURT: And when we say the 23rd, we're
17 talked about the 23rd --

18 MR. ALDRICH: October.

19 THE COURT: Okay.

03:50:42 20 MR. GREER: We don't --

21 MS. HOLBERT: We want the ones set are on the
22 9th to be --

23 MR. GREER: He wants to move his to the 23rd.

24 MR. ALDRICH: We knew we couldn't do
03:50:48 25 September 23rd. Mr. Greer is going to be out of the

03:50:51 1 country. So we're all talking October.

2 MS. HOLBERT: There's already a bunch of stuff
3 set on October. I think the ones that we moved to the
4 9th, we leave on the 9th.

03:51:02 5 MR. ALDRICH: I think one court date sounds
6 better, all of it together. Then we'll knock it out,
7 if it's even needed.

8 MR. GREER: Your Honor, this looks like
9 another one of those procedural delay ploys just with
03:51:14 10 Mr. Piazza going in the hall and all of a sudden, boom,
11 wants to push everything out. Looks to me like more of
12 a delay game.

13 MS. HOLBERT: Yeah. And if I may remind your
14 Honor, we put everything today to try to knock it all
03:51:23 15 out in one day. And here we are saying we didn't get
16 enough done today.

17 THE COURT: So --

18 MR. ALDRICH: And if I may remind, it's
19 because they want to hear from Mr. Dziubla, which we've
03:51:32 20 done. We could have heard the rest of the motions
21 today.

22 THE COURT: Well -- well --

23 MR. ALDRICH: Did I say Dziubla? I'm sorry.
24 Piazza.

03:51:38 25 THE COURT: I'm just looking at it from a

03:51:41 1 scheduling perspective. I'm looking at future
2 hearings.

3 The -- currently scheduled the only future
4 hearings we have would be October 23rd, plaintiff's
03:51:49 5 motions for sanctions and plaintiff's motion to quash
6 subpoenas to third parties. It doesn't appear that
7 anything else that I can tell looking at the docket is
8 set. Is that correct?

9 MS. HOLBERT: There was a motion to compel,
03:52:00 10 but the notice of hearing just went out this morning,
11 so it probably hasn't hit your sheet yet, what you're
12 looking at. So there's three separate ones. Really
13 the ones we moved to the 9th are the ones we didn't get
14 to today.

03:52:12 15 THE COURT: Right.

16 MS. HOLBERT: And then I requested that the
17 motion -- that their motion to quash the subpoenas be
18 moved to the 9th when you're hearing all the other
19 motions to quash subpoenas just because it makes more
03:52:26 20 sense to hear the same arguments, same case law.

21 THE WITNESS: May I speak, your Honor?

22 THE COURT: No. You have to talk to your
23 counsel on that.

24 THE WITNESS: I have to talk through my
03:52:37 25 counsel?

03:52:38 1 THE COURT: Yes. Yes, you do, sir.

2 THE WITNESS: Okay.

3 THE MARSHAL: You can step down.

4 THE WITNESS: What do I do here? How does --

03:52:44 5 THE MARSHAL: Step down.

6 THE COURT: You can step down and talk to him.

7 (Scheduling discussion was held off the

8 record.)

9 THE COURT: Mr. Aldrich, anything you want to

03:56:18 10 add, sir?

11 MR. ALDRICH: No. Just, you know, on behalf

12 of my client and myself, we're back to the same

13 position. We would like all on the 23rd. There's

14 going to be more stuff coming related to the loan

03:56:29 15 commitment that we have. We've got another motion

16 we're going to be filing anyway. We want to have it

17 all heard at the same time on the 23rd. That seems

18 like the most efficient thing to do rather than move

19 some forward from the 23rd to the 9th and all that

03:56:42 20 stuff.

21 THE COURT: Well, I won't move anything

22 forward because I think that's a disadvantage --

23 MR. ALDRICH: Sure.

24 THE COURT: -- from a -- from a -- we're

03:56:48 25 talking about -- you know, any time you advance, that

03:56:50 1 can be problematic --

2 MR. ALDRICH: Sure.

3 THE COURT: -- unless people agree to it. So
4 I won't advance.

03:56:54 5 So this is what I'm predisposed to do right
6 now, because these are pending motions and we could
7 stay and I could just at 5:00 o'clock say we're done,
8 no argument. I'll decide them. Right? I could do
9 that, but I wouldn't do that.

03:57:08 10 MS. HOLBERT: Right.

11 THE COURT: So what I'm going to do is this:
12 Regarding the pending motions we don't resolve today,
13 defendant's motion to quash, defendant's motion -- I
14 guess there's one, two -- the four defendant motions to
03:57:21 15 quash the subpoenas on Open Bank, I guess, and/or
16 motion for protective order, Bank of Hope, Signature
17 Bank, and Wells Fargo, we would just move those to
18 10-9 at 1:15.

19 We haven't dealt with the motion to bifurcate;
03:57:41 20 right?

21 MR. ALDRICH: Correct.

22 THE COURT: That would move to the same time.

23 And then anything else would be heard on the
24 23rd. The reason why I want to do that, I'm going to
03:57:56 25 be really candid with everyone, I'm not confident we

03:57:59 1 can get all these done in one day anyway. The way
2 things are progressing, I mean, we -- I just want to
3 tell you that. I wouldn't be surprised if we only got
4 to two motions to quash, potentially.

03:58:11 5 MS. HOLBERT: Your Honor, if I may. I'm not
6 sure why. There's actually eight motions to quash
7 filed. There was four subpoenas sent to banks and then
8 there was four subpoenas sent to other parties. And I
9 don't know why only four of them were ever noticed for
03:58:26 10 hearing. I raised that at the last time we were here
11 when we set it for -- you know, when it was originally
12 going to be heard on the 5th. But there's actually
13 eight motions to quash. To the eight motions to quash,
14 there was only one opposition filed, an omnibus
03:58:38 15 opposition, and only one reply. But there is eight
16 separate motions to quash, and it is going to take some
17 time to get through them.

18 THE COURT: Well, all I can say is this: I
19 think what happens on the -- they've changed the way
03:58:53 20 things are done procedurally at the clerk's office and
21 you have to make that specific request on the front
22 page of the document. And it's become a problem.

23 MS. HOLBERT: A problem, yeah. And there was
24 a lot that came through, and they looked very similar,
03:59:09 25 so I'm not -- you know, I'm not -- it's not a big issue

03:59:14 1 unless -- unless they get lost in the shuffle and don't
2 get heard.

3 THE COURT: But there should be enough time
4 for you to notice all of those on the same date that
03:59:21 5 have been filed.

6 MR. ALDRICH: We certainly have no objection
7 to having them all -- and she's correct. There are
8 eight.

9 THE COURT: Yes.

03:59:26 10 MR. ALDRICH: And they --

11 MS. HOLBERT: We're all --

12 (Unreportable cross-talk)

13 THE COURT REPORTER: One at a time.

14 THE COURT: Just one -- and I'll resolve this
03:59:31 15 real quick, ma'am. Just prepare a simple order that
16 the ones that don't have a notice date, identify them
17 by motion for my signature, so master calendar can put
18 those on calendar.

19 MS. HOLBERT: Perfect. Thank you. We'll do
03:59:45 20 that.

21 THE COURT: And I'm not confident we'll get
22 through two of them or three of them maybe at most the
23 way things are going. So -- and then -- and then we'll
24 stick with that other date, and that's the 23rd of
03:59:58 25 October; right?

04:00:00 1 MS. HOLBERT: Correct.

2 THE COURT: At 1:15?

3 MR. ALDRICH: That was at 9:00, I believe.

4 THE COURT: Oh, 9:00. That's the

04:00:06 5 9:00 o'clock.

6 So the 23rd, we'll just handle this -- what

7 are we doing on the 23rd again, sir?

8 THE COURT CLERK: We have two motions, motion

9 for sanctions, plaintiff's motion to quash --

04:00:16 10 THE COURT: But I mean as far as trial is

11 concerned. We're not in trial?

12 THE COURT CLERK: Oh, 23rd, no, not that day.

13 (A scheduling discussion was held off the

14 record.)

04:00:42 15 THE COURT: What we'll do then, anything else

16 outstanding, Mr. Aldrich, you can use that day, if

17 possible. And I can't promise you this. Hopefully my

18 trial will be done by then, and we can use the entire

19 day.

04:00:55 20 MR. ALDRICH: Okay.

21 THE COURT: That way we get everything done.

22 MR. ALDRICH: Sure.

23 THE COURT: All right.

24 MR. GREER: And so the TRO and motion for

04:01:06 25 receiver under submission?

04:01:08 1 THE COURT: Right. That's where we're at.

2 MR. ALDRICH: I'm sorry? The -- run that by

3 me again. The motion to dissolve the TRO --

4 THE COURT: Yes.

04:01:18 5 MR. ALDRICH: -- and motion for receiver are

6 under submission?

7 THE COURT: Yes.

8 All right. And have we covered everything

9 procedurally?

04:01:31 10 MR. ALDRICH: Yep. So --

11 MS. HOLBERT: Sorry. I just want to make sure

12 that we're also going to do the supplemental early case

13 conference which I think should be very brief, but we

14 want to make sure that's done on the 9th.

04:01:41 15 THE COURT: Assuming there is an answer filed

16 by then, that's fine.

17 MS. HOLBERT: Yes. It's supposed to be filed

18 by next Friday.

19 THE COURT: Okay. And since you're here,

04:01:53 20 we'll do that.

21 Anything else?

22 MS. HOLBERT: No.

23 THE COURT: Mr. Aldrich, are you ready to

24 continue, sir?

04:02:04 25 MR. ALDRICH: Yes, I am.

04:02:05 1 THE COURT: All right.

2 MR. ALDRICH: Your Honor, I'll move to admit

3 Exhibit 23.

4 THE COURT: So admitted, sir.

04:02:27 5 (Exhibit 23 admitted)

6 BY MR. ALDRICH:

7 Q. And, Dr. Piazza, we've admitted several

8 exhibits today from around August of last year. Do you

9 recall responding to the letter notices of default that

04:03:23 10 were sent in August of -- July and August of last year?

11 A. Yes, I do.

12 Q. Okay. And let me ask you this: With regard

13 to -- strike that.

14 What is the significance of the jobs reports

04:03:53 15 that we provided to the Court yesterday?

16 A. The significance of the jobs reports are that

17 it shows however you want --

18 MR. GREER: I'm just going to say as phrased

19 that's asking for expert opinion again on EB5. The

04:04:11 20 report, that's actually economic calculations and it

21 lacks foundation. This witness isn't an expert in that

22 field. It would be hearsay too depending on how he

23 responds.

24 MR. ALDRICH: I'll ask it differently.

25 \\\

04:04:27 1 BY MR. ALDRICH:

2 Q. What's your understanding of the jobs reports
3 that we submitted to the Court yesterday?

4 MR. GREER: Again, your Honor, this is --

04:04:36 5 THE WITNESS: My under --

6 THE COURT: Wait. Wait.

7 MR. GREER: No foundation he has any expertise
8 in this area and he's -- counsel is attempting to have
9 him testify on expert issues regarding economic

04:04:45 10 calculations in the EB5 environment.

11 THE COURT: Sir?

12 MR. ALDRICH: I asked for his understanding.

13 THE COURT: Okay. That's a little -- I mean,
14 understanding of percipient facts is one thing, but I

04:05:00 15 want to make sure I understand the proffer. What are
16 you trying to get to?

17 MR. ALDRICH: I want him to describe for the
18 Court why those job reports are significant.

19 THE COURT: Well, you can ask him about the
04:05:12 20 jobs.

21 MR. ALDRICH: Okay.

22 THE COURT: Is there -- do you want him to
23 opine on the conclusion or -- I'm trying to understand.

24 MR. ALDRICH: I want him to explain what the
04:05:23 25 significance of the jobs reports are.

04:05:25 1 MR. GREER: It's also vague and ambiguous as
2 phrased.

3 THE COURT: Okay. Lay some foundation for me
4 so I understand where you're going.

04:05:37 5 MR. ALDRICH: Okay.

6 BY MR. ALDRICH:

7 Q. All right. Since this litigation started,
8 have you personally done research to understand the
9 significance of the jobs requirement in EB5?

04:05:52 10 A. Initially when we believed in Robert Dziubla
11 and Jon Fleming and believed everything that they had
12 told us and gave them money to create the regional
13 center and market the project, we relied on what they
14 were telling us in terms of what was required in order
04:06:15 15 to satisfy the EB5 investor immigration program, loan
16 contract, et cetera.

17 Once it became clear to us that they had
18 misused our funds and failed miserably to raise the
19 required money to complete the project, we then started
04:06:37 20 looking outside of their quote/unquote "expertise in
21 this industry," meaning Dziubla and Fleming's alleged
22 expertise. And when we did that, we then determined
23 that we had very likely already completed all the
24 necessary jobs that would be required from a legitimate
04:07:01 25 regional center to file the I-829s.

04:07:07 1 As an example --

2 MR. GREER: Your Honor, if I could just move
3 to strike and lacks foundation. He's now testifying on
4 the EB5 expert issues. It's hearsay to the extent
04:07:18 5 they're stated in the report. Without foundation that
6 he himself is an expert in the field and understands
7 how the calculations were made, what the calculations
8 were based on, then I would object as lacking
9 foundation.

04:07:35 10 MR. ALDRICH: He's not testifying to the
11 calculations in the report. He's testifying to what
12 he's learned about the jobs and whether they, Front
13 Sight, had met that requirement. It's based on what he
14 has learned himself.

04:07:48 15 THE COURT: I understand. I will overrule as
16 far as we know -- as long as we don't go into the
17 findings of the report. And it's my understanding
18 based upon his testimony he was -- he was of the
19 impression that they were in compliance; right?

04:08:03 20 MR. ALDRICH: Correct.

21 MR. GREER: They have a report that was
22 finished today? I mean, this is a report that was done
23 for these proceedings, for this litigation, not
24 something that was done back before this lawsuit was --
04:08:14 25 was filed.

04:08:16 1 THE COURT: But I think --

2 MR. GREER: So --

3 THE COURT: And tell me if I'm wrong. I
4 listened to his testimony. He's saying he conducted
04:08:22 5 his own investigation, I guess, at some point. And it
6 was his impression that they were complying with the
7 EB5 requirements as it relates to jobs.

8 Okay. He can say that. Whether that's true
9 or not, that would be the realm of the expert. But I'm
04:08:38 10 not taking his opinion -- I'm not taking what he's
11 saying as expert opinion. Of course, we would have to
12 have some sort of hallmark analysis as it relates to an
13 expert opinion. But he feels, I think, that he -- that
14 his company complied.

04:08:52 15 MR. GREER: Okay.

16 THE COURT: And if left at that, that's fine.

17 MR. GREER: I'd like to say vague as to time
18 then, your Honor, because we would --

19 THE COURT: Okay.

04:09:00 20 MR. GREER: The relevance would be depending
21 upon when this event occurred. So I would ask that the
22 objection be sustained on vague as to time.

23 THE COURT: Give us some time.

24 BY MR. ALDRICH:

04:09:11 25 Q. What time frame did you then believe you had

04:09:14 1 complied?

2 A. I'm sorry?

3 Q. By what time frame had you complied?

4 A. Ask the question again. I'm not quite -- I
04:09:19 5 don't quite understand what you're asking.

6 Q. So Mr. Greer has objected as to not knowing
7 the time frame when you then believed you had complied
8 with the number of jobs. Is it fair to say that you
9 have learned that by September of 2018, Front Sight had
04:09:36 10 already created enough jobs?

11 A. This situation was really one where we were
12 being fed misinformation through all of these notices
13 of default that Dziubla and Las Vegas Development Fund
14 was sending us. They just continued to inundate us
04:09:56 15 with, Oh, you're in default here, oh, you're in default
16 here, you're in default here.

17 As a result of that, we had to go out and find
18 experts to look into this so that we would be informed.
19 And as we talked to these experts, it became very
04:10:13 20 clear --

21 MR. GREER: Your Honor, again, vague and
22 ambiguous as to time.

23 THE WITNESS: -- that we were not being told
24 the truth.

04:10:17 25 MR. GREER: The question -- move to strike.

04:10:19 1 Nonresponsive. It's the time. When was this done?
2 When did this epiphany occur?

3 THE WITNESS: This epiphany occurred after
4 Dziubla filed his notice of default and intent to
04:10:31 5 foreclose and we were forced to go outside of the realm
6 of Robert -- everything Robert Dziubla said regarding
7 the regional center and the EB5 raise was true, we had
8 to stop believing that because he was pulling this
9 frivolous and fraudulent move on us to, you know,
04:10:55 10 foreclose and create these notice of defaults that were
11 fictitious.

12 It's at that point that we had to now start
13 speaking with people who actually knew what was going
14 on with EB5. And they told us then that there --

04:11:09 15 MR. GREER: Move to strike as hearsay. And
16 again, your Honor, he's testifying as an expert in the
17 case.

18 THE COURT: Okay. I'll sustain it as far as
19 hearsay as to what they told him.

04:11:22 20 THE WITNESS: Are you ask --
21 BY MR. ALDRICH:
22 Q. Based on -- based on what you learned as you
23 talked to people, what did Front Sight do?
24 A. You asked earlier about the time frame. The
04:11:29 25 time frame where we started opening our eyes and

04:11:32 1 looking at other things and learning about what really
2 was supposed to happen occurred after the notice of
3 default, which was, what, July -- end of July 2018.

4 Once we did that and started gaining the
04:11:45 5 information from people who truly knew what was going
6 on, were true experts, that's when we began to realize
7 that, yes, we have created these jobs. And that's when
8 I contacted this Dave Evans and said, Will you look
9 into the exact same documentation that we provided
04:12:10 10 Dziubla and Las Vegas Development Fund, and tell us
11 whether or not we have created the appropriate numbers
12 of jobs because he states we haven't --

13 MR. GREER: Move to strike.

14 THE WITNESS: -- and that we're in default and
04:12:20 15 that we're not going to complete the project and we're
16 not going to complete the jobs, and that, oh, these
17 poor, you know, immigrant investors are going to lose
18 everything. And that's when these job reports were
19 created.

04:12:33 20 And I specifically told the economist, Look, I
21 want a bullet-proof report because we're dealing with a
22 very unethical, a very immoral defendant who will lie
23 about anything and will look for any holes in here to
24 prevent this jobs report from actually providing what
04:12:59 25 his investors need, an I-829.

04:13:02 1 Dziubla and Las Vegas Development Fund should
2 be thrilled at the fact that one of the best economists
3 in the country reviewed the documentation, reviewed the
4 United States customs and immigration service statute
04:13:16 5 and stated in his report that we had created the jobs
6 whether you want to look at 2013 --

7 MR. GREER: This --

8 (Unreportable cross-talk)

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

04:13:22 10 THE WITNESS: -- 2015 or 2016.

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

12 THE COURT: Wait, wait, wait.

13 MR. GREER: The report itself is hearsay.

14 THE COURT: Wait, wait, wait. We have an
04:13:29 15 objection lodged. I understand he's offering an expert
16 opinion. It goes beyond the scope of what he can do
17 and testify to and --

18 MR. GREER: It's still hearsay.

19 THE COURT: And hearsay. I'll sustain.

04:13:43 20 BY MR. ALDRICH:

21 Q. So let me ask you this: Did you give your
22 experts who did the job report the same information you
23 had given to Mr. Dziubla?

24 A. Absolutely. The difference is Dziubla
04:13:56 25 discounted all of it and requested additional

04:14:00 1 information. We provided that as well. We provided --
2 everything that we gave Dziubla, we provided it to the
3 job study expert, yes.

4 MR. ALDRICH: All right. So, your Honor, I
04:14:15 5 told Mr. Greer -- or the Court's indicated that
6 Mr. Greer should have a half hour today. I said I
7 would accommodate that. I am willing to pass the
8 witness for purposes of that for right now. I don't --
9 I want to reserve the right to recall him.

04:14:31 10 THE COURT: You can reserve the right to
11 recall him in your case in chief. I understand that,
12 yeah. And -- because I'm going to have some other
13 questions that I actually overlooked for both of you
14 once Mr. Greer is done regarding this matter.

04:14:41 15 MR. ALDRICH: Okay.

16 THE COURT: Okay. Mr. Greer?

17 MR. GREER: Yes, sir. Thank you, your Honor.

18 CROSS-EXAMINATION

19 BY MR. GREER:

04:14:54 20 Q. Good afternoon, Mr. Piazza. Thank you for
21 joining us.

22 So for your -- I'd like to know just a little
23 bit about you. Is it true this is your first
24 commercial property that you've been involved with?

04:15:08 25 MR. ALDRICH: Objection. Relevance.

04:15:10 1 MR. GREER: He's -- your Honor, he's saying
2 he's just relying on Mr. Dziubla all disheveled and
3 homeless and trusting him implicitly. I think that his
4 level of expertise is also relevant.

04:15:23 5 THE COURT: I will overrule. I mean, it's
6 just background anyway.

7 Go ahead.

8 BY MR. GREER:

9 Q. So is it true this is your first commercial
04:15:30 10 property project, correct?

11 A. I'm thinking back in terms of developing a
12 property like this? Absolutely. It's the only one
13 I've done.

14 Q. And, in fact, you haven't had any other
04:15:46 15 involvement with any other property development or
16 investments, correct?

17 A. I purchased real estate, but I've not
18 purchased raw land and developed raw land, no.

19 Q. What kind of real estate?

04:15:57 20 A. Residential properties, warehouse, commercial
21 warehouse.

22 Q. And that's it?

23 A. Yes.

24 Q. And what about financing? Was this -- this --
04:16:08 25 this deal with LVD Fund and EB5 IA, was that your first

04:16:16 1 time dealing with financing on a property?

2 A. No. I financed residential properties, and I
3 financed commercial properties. But this was the first
4 time I'd ever dealt with anything that involved EB5.

04:16:31 5 Q. Um-hum. And how many times had you also
6 looked into financing of this particular property at
7 Front Sight?

8 A. Over the course of 23 years, several times.

9 Q. So -- so in each of these occasions did it
04:16:47 10 require you to review loan documents?

11 A. Myself or legal counsel or with -- with -- in
12 conjunction with legal counsel, yes.

13 Q. Yes. But before you signed any of these
14 documents, these financing documents, you read them
04:17:02 15 yourself too; correct?

16 A. Along with legal counsel, yes.

17 Q. And you gave your comments negotiating the
18 terms of these documents too, didn't you?

19 A. I'm sorry. Say that again?

04:17:10 20 Q. You gave comments reflecting changes to the
21 documents and edits to the documents that you
22 recommended prior to them being finalized, correct?

23 A. We had two attorneys involved in the
24 construction loan agreement, Scott Preston and

04:17:23 25 Letvia -- the last name is escaping me at this point.

04:17:29 1 They did the majority of the negotiating on my behalf.

2 Q. Were you in on those meetings then when that
3 was happening?

4 A. Some of them, yes.

04:17:38 5 Q. And those recommendations they ran by you?

6 A. Yes.

7 Q. Now, you've mentioned earlier that when you
8 were first approached by Mr. Dziubla, he discussed with
9 you immediately EB5 funding; is that correct?

04:17:53 10 A. Initially he met with Mr. Meacher, and through
11 some discussions and emails as we've already covered in
12 one of the documents earlier today, he offered the
13 financing which I declined.

14 Q. So this was -- was this -- this was not --
04:18:10 15 this was traditional financing, not EB5 then; correct?

16 A. No. The Dziubla discussions were EB5 only.

17 Q. Oh. So -- so it's your testimony that there
18 were -- the only discussions you had with Mr. Dziubla
19 had to do with EB5 and not traditional financing?

04:18:27 20 A. My recollection is he came to us suggesting he
21 could raise EB5 funding. And as I've already
22 testified, my initial response was, no, we weren't
23 interested in it. And I testified we weren't
24 interested in it because I didn't understand it, it
04:18:49 25 involved foreign investors. I didn't want to be

04:18:52 1 involved with that. I didn't want to be involved in
2 anything that involved a bunch of government
3 regulations.

4 And subsequent discussions he stated that we
04:19:05 5 would not be involved with any of the immigrants, that
6 he would be dealing with them directly; we'd only be
7 dealing with him. That it was 6 percent money that did
8 not require personal guarantee. He could raise
9 \$150 million, et cetera, et cetera, et cetera. He
04:19:23 10 continued the sales job and --

11 Q. Do you remember what the question is?

12 A. You want to repeat it?

13 MR. GREER: Madam Court Reporter, would you
14 please read the question back to the witness.

04:19:35 15 (Requested portion was readback by the
16 court reporter)

17 A. I don't recall any discussions about
18 traditional financing. He mentions in one of his
19 letters that this -- that the Front Sight project would
04:19:59 20 be very difficult to fund with traditional financing
21 because of the firearms training aspect and that his
22 Chinese investors would not have a problem with that.
23 They would enjoy the sizzle of guns because they don't
24 have the ability to own guns in China. So it was more
04:20:15 25 of a sales job of, Let me raise this money for you with

04:20:18 1 Chinese.

2 Q. Okay. And prior to that time when you were
3 first contacted by Mr. Dziubla, had you been denied
4 financing for Front Sight by Wells Fargo and Bank of
04:20:29 5 America?

6 A. My recollection is we had tried a number of
7 times to get traditional types of lenders. And I
8 didn't understand why at the time because our
9 financials were quite strong. But we later learned
04:20:40 10 that it was due to what's considered headline risk.
11 The -- the major institutional lenders did not want to
12 be associated with, you know, a firearms training
13 facility in terms of lending. But oftentimes they
14 would not tell us that, and we would not find that out
04:20:57 15 until much later through, you know, other sources.

16 Q. It's -- you mentioned that there was a change
17 in the relationship as to how Front Sight paid for the
18 EB5 financing at some point in time where you had an
19 arrangement where once money was actually distributed
04:21:17 20 to you at Front Sight, you would then pay money
21 directly to EB5 Impact Advisors and to LVD Fund;
22 correct?

23 A. This is all in the records that have been
24 submitted.

04:21:30 25 Q. Is it true then that the way it worked at that

04:21:33 1 point in time -- and this is after May of 2016;
2 correct?

3 A. Is this before or after Dziubla closed the
4 marketing facility, marketing entity and continued to
04:21:44 5 charge us marketing fees? Is -- what date are you
6 talking about?

7 Q. This -- you know, what marketing fees? Are
8 you -- when you say continue to charge you marketing
9 fees, what are you referring to?

04:21:54 10 A. The marketing fees were the \$100,000 that we
11 paid them to market the project abroad.

12 The marketing fees were the \$70,000 that we
13 paid him directly that he stated was going to an agent
14 in India who was going to be doing road shows in India
04:22:13 15 to raise funds from India. It's the \$20,000 payments
16 that we paid Dziubla directly that he said he was
17 giving to a couple of agents in China to market the
18 project. It's the \$8,000 that at this meeting where
19 they came in looking like disheveled homeless people
04:22:29 20 they conned us into giving them \$8,000 for investors so
21 they could keep the project going and market the
22 project. Add all of that up, \$522,000, subtract
23 177,000 --

24 Q. Mr. Piazza -- Mr. Piazza --

04:22:44 25 A. -- that they claimed --

04:22:44 1 Q. -- again, we've lost track of the question.
2 I'm sorry.

3 A. I've not lost track of the question.

4 Q. The question is what were you referring to in
04:22:49 5 marketing fees? It sounds like you're trying --
6 THE COURT REPORTER: I'm sorry. I'm getting
7 behind. Can you start --

8 A. You asked me --

9 THE COURT REPORTER: No. I need a new
04:22:49 10 question.

11 BY MR. GREER:

12 Q. So we're asking what you're referring to when
13 you're referring to marketing fees. It sounds like
14 you're referring to all the money that you paid to them
04:23:02 15 over the course of your entire relationship. Is that
16 what you mean by marketing fees?

17 A. No.

18 Q. Okay. What did you mean?

19 A. It was \$522,000 we paid them. And I've said
04:23:11 20 this, I think, twice already in this testimony.
21 177,000 was supposed to be direct costs only. It's
22 written in the emails that he stated in order to get us
23 the money, direct costs only for the development of the
24 regional center.

04:23:26 25 Q. Okay.

04:23:27 1 A. We've since found out that wasn't the case.
2 They weren't direct costs.
3 Then there was the \$100,000 that they conned
4 out of us to give them so they could market the project
04:23:37 5 in Asia and abroad. There is an email in there that
6 states we're going to have \$25 million dropped for you
7 in -- in Thanksgiving. Please send us the \$53,000 in
8 marketing fees --
9 Q. Okay.

04:23:49 10 A. -- that they asked us for marketing money and
11 told us they were going to give us the funding.
12 Q. Please go to, I think, Volume I of the
13 exhibits. Turn to Exhibit 6.
14 Did you find Exhibit -- excuse me.

04:24:18 15 A. Is it dated February 14?
16 Q. Hold on here.
17 Actually, yes. Exhibit 6 is the February 14,
18 2013, engagement letter. And actually, since we're
19 here real quick, I'd like you to look at two things.
04:24:47 20 Turn to page 2 of that document. In the lower
21 right-hand corner is 0021. Upper left-hand corner is
22 page 2 of the letter.
23 A. May I read the document first?
24 Q. You can -- I want you to read a specific
04:25:00 25 paragraph for me, if you would, please.

04:25:01 1 A. I'd like to read the entire document so I know
2 you're not taking anything out of context.

3 Q. I'll tell you what then. I'm going to ask you
4 this question. Have you -- have you seen this letter
04:25:09 5 before?

6 A. I don't know until I read it.

7 Q. This is the engagement letter upon which your
8 lawsuit is based.

9 A. It doesn't have my signature on it, so how do
04:25:19 10 I know?

11 Q. You need to confirm that this is the document
12 upon which your lawsuit is based.

13 A. I need to read the document. It doesn't have
14 my signature on it.

04:25:29 15 THE COURT: Sir, you can go ahead and read it
16 and review it.

17 THE WITNESS: Thank you.

18 MR. GREER: Your Honor, in the interest of
19 time, I don't need to ask this question. I want to
04:27:03 20 make sure we get this done today. And if we read every
21 document, it's going to take forever.

22 THE WITNESS: Well, you're asking -- you're
23 asking me to talk about something I never signed that I
24 can see I don't have my signature on it. So regardless
04:27:14 25 of what's in here, if my signature is on it, what does

04:27:17 1 it mean if it's not on there? Okay.

2 BY MR. GREER:

3 Q. Are you familiar with that document?

4 A. I see that -- I've read the document.

04:28:08 5 Q. Is it -- have you seen it before?

6 A. I can't say that I have. I didn't sign it.

7 MR. GREER: You want to stipulate to this?

8 This is the one you're using --

9 THE COURT REPORTER: I'm sorry. I can't hear

04:28:17 10 what you're saying.

11 MR. ALDRICH: It's admitted.

12 MR. GREER: Do you have the second copy of the

13 second amended complaint?

14 THE COURT REPORTER: Am I supposed to be

04:28:25 15 writing, because I can't hear you.

16 MR. GREER: Off the record, please.

17 BY MR. GREER:

18 Q. Okay. This is the one that's attached -- what

19 exhibit number is it? -- as Exhibit 6 to the second

04:29:26 20 amended complaint upon which your lawsuit was based.

21 Did you read that document before it was filed with the

22 Court?

23 A. I'm sorry. Say that again.

24 Q. The second amended complaint, the lawsuit --

04:29:37 25 the document upon which your lawsuit is based, did you

04:29:40 1 read it?

2 A. What exhibit?

3 Q. Did you read it?

4 A. What exhibit is that?

04:29:43 5 Q. It's the complaint in this lawsuit.

6 A. Yeah. Of course.

7 Q. Okay. Let's go to page 2, if we could, in the
8 middle paragraph.

9 A. You're talking page 2 of the letter dated

04:30:00 10 February 14?

11 Q. Yes, sir.

12 A. Okay.

13 Q. The paragraph that starts with "nothing." Can
14 you please read that?

04:30:06 15 A.

16 "Nothing contained in this agreement is to
17 be construed as a commitment by EB5 IA, its
18 affiliates or its agents to lend or to invest
19 in the contemplated financing. Not a guarantee
04:30:16 20 that any such financing can be procured by
21 EB5 IA for the company on terms acceptable to
22 the company or representation or guarantee that
23 EB5 IA will be able to perform successfully the
24 services detailed in this agreement."

04:30:29 25 Q. Did you read this before going forward with

04:30:31 1 the agreement with EB5 IA?

2 A. What you're failing to recognize here --

3 Q. Sir, it's a yes or no question.

4 A. -- is all of the other representations that
04:30:42 5 became before and after. So, of course, I read this if
6 I did, in fact, sign it. I don't see anything that's
7 got my signature on it. But the point of the matter is
8 the representations made prior, after, and continuously
9 through this do not reflect that paragraph.

04:30:59 10 MR. GREER: Your Honor, could I move to strike
11 everything after "yes, I read it."

12 THE COURT: I'll strike.

13 BY MR. GREER:

14 Q. If you could please turn to -- in the lower
04:31:07 15 right-hand corner it's page 26, upper left-hand corner
16 page 7 of the document.

17 A. I'm sorry. Say that again.

18 Q. Yes. Page 7 of the letter. The exhibit
19 number on the lower right-hand corner is page 0026.

04:31:23 20 A. Okay.

21 Q. Is this what you're referring to as the budget
22 of how the money was to be spent that you gave to
23 EB5 IA?

24 A. This was the initial budget that was supposed
04:31:36 25 to be direct costs for creating the regional center and

04:31:40 1 the \$100,000 in marketing that they were to use to
2 market the project. That's where the \$277,000 comes
3 from. Yet the 177- was not direct costs, and they
4 didn't spend 100,000 on marketing as we now know.

04:31:55 5 Q. So which -- I don't see 100,000 there.

6 A. Start on month one, 37,500.

7 Q. Excuse me, sir. What page are you on?

8 A. I'm on the same page you're looking at,
9 Schedule B.

04:32:08 10 Look down on month six, 32,000, one quarter
11 initial marketing fee. Month eight, 48,230. Month
12 nine, escrow fee. Month ten, 31,000, one quarter
13 initial marketing fee. There were marketing fees
14 throughout this.

04:32:29 15 Q. Looking up at the top is how the money is
16 supposed to be distributed. What are you taking
17 exception with on that budget?

18 A. I'm taking exception with the fact that they
19 represented to us that the 177,000 to create the
04:32:46 20 regional center was their estimate of direct costs, and
21 we were only to pay direct costs. However, with the
22 documentation that's been provided, it's clear that it
23 didn't cost \$177,000 to create the regional center;
24 therefore, they should not have billed us the 177- or
04:33:01 25 they should have refunded us the money that it didn't

04:33:04 1 take.

2 Q. Which --

3 A. I'm also taking exception with the marketing
4 fees that they pulled out of us they never used for
04:33:11 5 marketing.

6 Q. Okay. We've got two things now.

7 So if the documentation -- your testimony is
8 that the money wasn't spent according to the budget; is
9 that correct?

04:33:20 10 A. It wasn't spent according to what they
11 represented. Number one, early on they would not make
12 any money off of us until the project was fully funded.
13 We would only pay direct costs. This is in other
14 emails that Dziubla gave us to induce us into this
04:33:38 15 deal. And they would spend the marketing on marketing
16 activities.

17 Q. They were -- they were -- they were to be paid
18 \$36,000, correct, once the project was completed?

19 A. No. They asked for the \$36,000 early on,
04:33:51 20 which they were supposed to refund to us -- that's
21 another point. They were supposed to refund that
22 \$36,000 to us after the first funding and the -- out of
23 the initial interest payment, and they have never paid
24 us that although we have requested it numerous times.

04:34:06 25 Q. Have you -- you say you yourself have gone

04:34:09 1 through all the accounting materials that were produced
2 by LVD Fund, all the receipts, all the checks and
3 everything, and -- and you are of the belief that the
4 money wasn't spent according to this; correct?

04:34:19 5 A. I'm not of that belief. The forensic
6 accountant that we handed everything over to is of that
7 belief, and his report is in there.

8 MR. GREER: Move to strike as nonresponsive.
9 Calls for hearsay.

04:34:29 10 THE COURT: As far as the hearsay, if that's
11 your belief, that's your belief, sir. But you can't
12 really rely on someone else. But I understand that's
13 your belief.

14 THE WITNESS: If I hire somebody to review the
04:34:38 15 documents and that person tells me this money was not
16 used appropriately, I'm not an accountant; I'm not a
17 forensic accountant --

18 THE COURT: I understand.

19 THE WITNESS: -- but I hired somebody to look
04:34:46 20 at it.

21 THE COURT: So your answer would be, number
22 one, my expert --

23 THE COURT REPORTER: Judge, I can't hear you.
24 I'm sorry.

04:34:50 25 THE COURT: In his opinion --

04:34:51 1 THE WITNESS: I'm relying on the forensic
2 accountant that we hired to review all the
3 documentation, the minimal documentation that they
4 provided before they threw out all the records for the
04:34:59 5 marketing fund.

6 BY MR. GREER:

7 Q. All right. Let's move forward, if we could
8 please, sir. The defense alleged in this case that
9 you've improperly used the loan proceeds, which
04:35:11 10 includes paying off the Holocek loan. What is the
11 Holocek loan?

12 A. The Holocek loan was a first mortgage on the
13 property.

14 Q. When --

04:35:23 15 A. The Holocek loan was -- was discussed with
16 Dziubla, Fleming. It was -- it was listed as first
17 lien in the PPM. Initially it's stated that the
18 funding of the 75 million, 9 million of it would go to
19 pay off the Holocek lien.

04:35:41 20 Q. Sir --

21 A. At the time -- at the time there was also a
22 lien on the -- on the -- due to the class action
23 settlement.

24 MR. GREER: Your Honor --

04:35:48 25 THE WITNESS: That money was going to pay that

04:35:49 1 off as well.

2 MR. GREER: Your Honor, if I could move to
3 strike as nonresponsive. I'm just -- I'm asking what
4 the Holocek loan is.

04:35:56 5 BY MR. GREER:

6 Q. And so, sir, when did you take --

7 MR. ALDRICH: I'm sorry. Hang on just a
8 second. He moved to strike before the Court -- your
9 Honor rules on it. He is answering what the Holocek
04:36:06 10 loan is. That's exactly what he's doing. He may not
11 like the answer, but it is the answer.

12 (A discussion was held off the record.)

13 MR. GREER: No. I'm sorry. Just, you know
14 what? Just pass it because it doesn't matter.

04:36:19 15 THE COURT: We'll let it stand. Go ahead.

16 BY MR. GREER:

17 Q. When was the Holocek loan taken out?

18 A. I don't recall the date.

19 Q. Roughly?

04:36:26 20 A. I don't recall the date. I just know that we
21 just recently paid it off.

22 Q. Okay. Was the Holocek loan in place at the
23 time that I was attorney and brought the class action
24 against Front Sight?

04:36:39 25 A. I don't -- I don't recall if it was in place

04:36:42 1 or it was part of -- honestly I don't recall what the
2 date was.

3 Q. Do you recall during the course of wrapping up
4 the class action that, especially with Holocek,
04:36:55 5 interest rate changes that he was needing to make
6 depending on how the class action settlement worked
7 out?

8 MR. ALDRICH: Objection to relevance, what the
9 class action has to do with this.

04:37:06 10 MR. GREER: It's just reference of time, your
11 Honor, showing it was -- that that loan was taken out
12 and in existence back when the class action was still
13 pending.

14 THE COURT: And when would that be?

04:37:16 15 MR. GREER: 2008.

16 THE COURT: You can ask him that question.

17 BY MR. GREER:

18 Q. I said -- do you recall the Holocek loan
19 being in place in 2008 during the course of the class
04:37:24 20 action still being pending?

21 A. The Holocek note initially started out as a
22 million dollar note, and then it changed. And I don't
23 recall if it changed after the class action, meaning it
24 was increased. Because when the PPM was listed when
04:37:51 25 the -- when the PPM was written up, the Holocek note

04:37:57 1 was there and the PPM indicated that the 75 million,
2 9 million of it would be -- would be used to pay off
3 the Holocek note so that the \$75 million investors
4 would be in first position and there was also, I
04:38:14 5 believe, at the time, still a balance on the class
6 action settlement, and I believe that was in second
7 position.

8 And, yes, it was in second position. And
9 then -- and then this -- and when we did the loan
04:38:30 10 contract, the first funding took out the -- took out
11 the final balance on the class action settlement so
12 that Dziubla's investors could be in that fully
13 subordinated second position.

14 And the other thing about -- about this is
04:38:48 15 when we started talking about this with the PPM back in
16 2012 or 2013, the balances on that were, like I say, 9
17 million and 3 million or 4 million. So the PPM --
18 initial PPM referenced that, and by the time they
19 actually released the money, the first amount of the
04:39:06 20 investors, the class action was down to, like, 5- or
21 \$600,000, and we continued to pay on the Holocek note.
22 And as I said, we just recently paid it off.

23 Q. So does that tell you -- so is the Holocek
24 note then -- when was the last time that Mr. Holocek
04:39:24 25 extended money to Front Sight pursuant to the Holocek

04:39:27 1 note?

2 A. I don't recall the date.

3 Q. Was it more than five years ago?

4 A. I would suspect it was, yes.

04:39:35 5 Q. How about more than ten years ago?

6 A. I don't know.

7 Q. So at least more than five years ago? Yes,

8 sir?

9 A. It was listed in the PPM in 2013.

04:39:43 10 Q. What was that money spent on?

11 A. Construction.

12 Q. During what period of time?

13 A. I don't -- I don't recall, but it was all part

14 of the construction leading up to this EB5 debacle that

04:39:56 15 we got into.

16 Q. When was the last of the Holocek money used

17 for construction on Front Sight?

18 A. Well, you'd have to go back and look at the

19 construction that we -- that we did during that time

04:40:09 20 period, and we were using that money as well as other

21 monies for the construction.

22 Q. So was there money remaining from the Holocek

23 loan being used to do construction on Front Sight after

24 February of --

04:40:27 25 A. The money --

04:40:27 1 Q. -- February of 2013?

2 A. The money that Holocek provided was all
3 placed into -- let me back up.

4 There -- there was a loan that Holocek took
04:40:38 5 out. That money was in the general account. Holocek
6 took them out. That money remained in the general
7 account. And then the general account continued on
8 along with the cash flow that we were using, that
9 general account. We only had the one general account,
04:40:53 10 so that money was continually used for construction of
11 the project.

12 Q. How much of the Holocek money was used for
13 construction of the project?

14 A. I don't know that number. I just know that --
04:41:07 15 I just know that the loan agreement and the PPM all
16 indicated that -- that paying down the Holocek note
17 was an appropriate use of those funds under the loan
18 contract because it took -- took out 12 percent money
19 and put in its place 6 percent money, and that was
04:41:27 20 taking out essentially the loan that we had taken with
21 Holocek and had been using for building the facility
22 and operating the facility, of which, if you look at
23 the paragraphs in the loan contract, all of that was
24 appropriate for use in the -- in appropriate use of the
04:41:45 25 EB5 money. It's written right into the loan contract.

04:41:50 1 Q. So when -- did you give to Michael Evans or
2 David Evans, folks who prepared this economic analysis
3 of the EB5 impact or job creations -- jobs created on
4 the Front Sight project, did you give to them
04:42:08 5 information about how much of the Holocek loan
6 proceeds were used in the construction of the facility
7 at Front Sight?

8 A. You know, as I said -- as I said, we have a
9 general fund. The money was in the general fund. What
04:42:22 10 we provided was the construction amounts that we had
11 paid for building the facility from 2013 on.

12 Q. So did you tell them -- again, the economists
13 that did this analysis, did you tell them that proceeds
14 of the Holocek loan were used for construction on
04:42:44 15 Front Sight after February 2013?

16 A. The question that he asked was: "Did you have
17 any bridge funding between the time that you
18 accepted -- did you have any bridge funding between the
19 time that you signed the memorandum, which was in 2013,
04:43:02 20 and the present?"

21 I said, "Yes. We had bridge funding in the
22 form of the Holocek note." That's what -- that was
23 what my answer was.

24 Q. So you -- so you -- so is it your testimony as
04:43:14 25 you sit here today that Holocek loan proceeds were

04:43:19 1 used for construction on Front Sight after February of
2 2013?

3 A. I'm not saying that because I don't know -- I
4 don't know what those numbers are. You can't put those
04:43:28 5 words into my mouth. I don't know what they are. What
6 I do know is we had a general fund. There was funds in
7 that that came from the original lender who Holocek
8 took out. And along with the income that we created
9 and the cash flow that we created to build the
04:43:43 10 facility, and when the economist asked us if we'd had a
11 bridge loan prior to the EB5 loan, the answer is, yes,
12 absolutely, Holocek was a bridge loan. It was a
13 bridge loan between the original loan that Holocek
14 then took out and the loan that we got from EB5.

04:43:59 15 That's the -- that's the definition of a
16 bridge loan. It bridges the gap. That's what I said
17 yes. That money was in our general account. We've
18 been using that general account. And what we provided
19 that -- that economist was the documentation of the
04:44:16 20 construction that was done and paid for out of that
21 general account.

22 Q. Have you provided to LVD Fund the
23 documentation to support your contention that you had a
24 bridge loan by way of the Holocek funds from
04:44:30 25 February 2013 to the time the EB5 project --

04:44:34 1 A. Las Vegas Development Fund clearly knows it
2 was a bridge loan because they listed it in the PPM
3 early on that we -- that the -- that the EB5 money
4 would take out the Holocek note and would also take
04:44:47 5 out the -- the class action judgment. So clearly they
6 knew there was a loan in first position. Clearly they
7 knew the class action was in second position behind
8 Holocek, because when we did the first -- when we --
9 when we signed the loan contract of the two and a half
04:45:04 10 million or whatever they gave us, the -- that money
11 paid off the class action.

12 And the first position, Holocek note,
13 remained and we continued to pay it down.

14 Q. Have you given Las Vegas Development Fund
04:45:21 15 documentation to show that you had a bridge loan,
16 bridge loan in place that was used for construction
17 costs between February 2013 and the date that the
18 construction loan agreement was signed? That -- that
19 Las Vegas Development Fund could then use to give to
04:45:41 20 the USCIS to prove that there was a bridge loan in
21 place and thus get credit for creating jobs during that
22 period of time? Have you given that documentation to
23 Robert Dziubla?

24 A. Robert Dziubla, I'm sure, has that
04:45:55 25 documentation because he requested copies of these

04:46:00 1 notes. This was all part of the --
2 Q. Time out.
3 A. -- due diligence.
4 Q. You know what? The note's one thing. That
04:46:06 5 shows that there was money there at some point in time.
6 It's very different, sir, wouldn't you agree,
7 to track that money, which is what's required for
8 USCIS, and show that the money came from that loan, was
9 used for construction costs during the gap period such
04:46:22 10 that it would qualify for job creation when the EB5
11 money actually came in? Have you given that
12 documentation to Mr. Dziubla?
13 A. I don't know that Mr. Dziubla ever requested
14 that specific documentation, so I don't know if it was
04:46:37 15 ever given to him. But I do know the statute states --
16 and you know it as well because you've received the
17 statute. The statute states bridge loan or equity.
18 And we used equity, our own equity, from 2013 on, and
19 we had the bridge loan from Holochek in our general
04:46:55 20 account and we were paying it down. I don't know
21 where --
22 Q. Sir, I just want to make sure that your
23 testimony under the penalty of perjury is that Front
24 Sight used the proceeds of the Holochek loan for
04:47:05 25 construction costs after February of 2013?

04:47:07 1 A. And I've already said twice I can't make that
2 statement because it was all in a general fund, and I
3 don't know exactly what was done.

4 Q. But, sir --

04:47:16 5 A. But I do know --

6 Q. Sir --

7 THE COURT: One at a time. One at a time.

8 BY MR. GREER:

9 Q. You told -- you told your economist that you
04:47:21 10 did have a bridge loan; correct?

11 A. He asked me -- he asked -- the economist asked
12 me --

13 Q. Right.

14 A. -- did we have any bridge loans? I said yes.
04:47:31 15 We had a loan between the time we received the money
16 from the EB5 contract, we had a loan in place with
17 Holocek.

18 Q. So what --

19 A. It was there. It's in the records.

04:47:44 20 Q. So what was your understanding of what was
21 meant by "bridge loan" when you made that comment to
22 the economist?

23 A. A loan that was -- that bridged from the place
24 we were at prior to 2013, meaning we secured that loan
04:47:58 25 prior to 2013, that's clearly what happened, and

04:48:03 1 Dziubla providing his funding. And along the way, as
2 the statute says, equity will also work. And the
3 equity is the cash flow that we continue to put into
4 the project.

04:48:12 5 MR. GREER: Move to strike. He is not an
6 expert in EB5 interpreting the statutes. Move to
7 strike.

8 MR. ALDRICH: He's explaining, contrary to
9 what Mr. Greer is saying, what his understanding is.

04:48:26 10 THE WITNESS: It's --

11 MR. GREER: All right.

12 THE COURT: And I'll overrule.

13 Go ahead.

14 BY MR. GREER:

04:48:29 15 Q. So, sir, was it -- did you use a bridge loan
16 or did you use equity?

17 A. I think we used a little of both because it
18 was all in the general account.

19 Q. How much of it was money from the general
04:48:39 20 account versus money from the bridge loan?

21 A. I don't know.

22 Q. But your economist is basing this opinion on
23 you saying that you had a bridge loan to cover all
24 this, correct?

04:48:48 25 A. The economist is basing --

04:48:48 1 MR. ALDRICH: Objection.

2 A. -- the opinion --

3 THE COURT: Wait, wait, wait, wait, wait.

4 MR. ALDRICH: Objection, your Honor. He's

04:48:52 5 misstating the testimony. The testimony is that he has

6 given a whole bunch of documents to the economist too.

7 Same information that Mr. Dziubla has. That's what he

8 testified earlier. Okay? And so this little game,

9 unless he wants to put documents in front of him --

09:34:53 10 (Unreportable cross-talk)

11 MR. GREER: We got -- your Honor, strike --

12 I'll withdraw it. We need to get to these breaches

13 real quick here.

14 BY MR. GREER:

04:49:11 15 Q. So that's the Holocek loan.

16 Do you have any construction plans for the

17 project?

18 A. Yes. We provided all the construction plans

19 that we had and had been approved by Nye County. We

04:49:27 20 provided those to Dziubla.

21 Q. Do you have any construction plans for the

22 vertical structure?

23 A. Not at this time. We're still developing

24 those.

04:49:35 25 Q. Is the project going to be completed by

04:49:37 1 October 4th?

2 A. We've already completed all the jobs necessary
3 to complete the project based on the funding that we
4 received. And that's an important point that you want
04:49:46 5 to keep jumping around. We can't complete a project if
6 we don't have the funding. He was supposed to provide
7 the funding. We've completed the project to the level
8 of the funding that he provided of 6.375 million. Yes,
9 we have. We completed it for those investors so their
04:50:03 10 I-829s can be approved. He could have sent those in
11 last year, partially or all of them.

12 THE COURT: Calm down.

13 BY MR. GREER:

14 Q. The question is --

04:50:11 15 THE COURT: Calm down.

16 BY MR. GREER:

17 Q. -- is the project, as discussed in the
18 construction loan agreement, going to be completed by
19 October 4th?

04:50:21 20 A. As -- state that again.

21 Q. Is the project, as described in the
22 construction loan agreement --

23 A. I'd have to look at what --

24 Q. -- going to be completed --

04:50:28 25 A. I'd have to look at what it describes in the

04:50:29 1 construction loan agreement before I could answer that
2 question.

3 Q. All right. Right now you have -- you've
4 flattened the ground; right? We have no vertical
04:50:37 5 structure at all; correct?

6 A. Correct.

7 Q. You have no plans for the vertical structure
8 at this time either; correct?

9 A. We have plans that we have developed. We
04:50:45 10 simply have not received approval with Nye County on
11 those plans yet.

12 Q. Have you -- have you given those plans to
13 Mr. Dziubla?

14 A. The request is for approved plans by
04:50:56 15 government agency. They've not approved those plans.
16 Therefore, there would be no plans to give him. Plus
17 we're in litigation at this point. Once they're
18 approved, if he's still in this deal, then we would, I
19 guess, have to provide them.

04:51:10 20 Q. When was the last time any progress was made
21 on construction of the facility?

22 A. We've been making progress on a daily basis.

23 Q. What was done last month?

24 A. Last month there was probably an entire month
04:51:24 25 of -- of planning and discussions with the general

04:51:27 1 contractor, engineers, funding sources, et cetera.

2 Q. What was done the month before?

3 A. Month before? What are we into? August?

4 Construction and work on the wells, the water wells

04:51:43 5 there at the property.

6 Q. Have you given the documentation for those
7 costs to Mr. Dziubla?

8 A. We've not provided any additional costs that
9 we have spent since we started the litigation because

04:51:56 10 we're no longer -- it's basically we're -- it's a

11 discovery issue at this point. Same reason why you

12 can't bring out experts to look at the project. He's

13 welcome to come out himself, but --

14 Q. So it's your position that you aren't

04:52:09 15 obligated to do anything else required under the

16 construction loan agreement because there's a lawsuit

17 pending? Is that your testimony?

18 MR. ALDRICH: Objection. That is not his

19 testimony. It's not even close to what he said.

04:52:19 20 THE COURT: I'll sustain.

21 BY MR. GREER:

22 Q. What was done on the project three months ago?

23 A. I would have to look. I don't recall. But

24 we've been working on the project every month.

04:52:32 25 Q. And in any month in the last year have you

04:52:35 1 given Mr. Dziubla proof of any construction that was
2 done --

3 A. Absolutely.

4 Q. -- on the property?

04:52:40 5 A. Absolutely. He's come out and inspected. He
6 was coming out and inspecting the project personally
7 about every couple of months. We provided him, as I
8 said before, video documentation, construction progress
9 video. This is time lapse video of the construction
04:52:55 10 being done. We sent it to him. We sent it out to our
11 members. He's been kept informed of that progress.

12 He's had the opportunity to come out and
13 visit. He had the opportunity to come out and visit by
14 himself even once this litigation started as my
04:53:10 15 attorney has already addressed.

16 Q. Do you understand that according to the
17 construction loan agreement you were supposed to give
18 monthly evidence of project costs?

19 A. That's not correct, because we -- we agreed
04:53:27 20 that we would be giving him all receipts and all costs
21 on an annual basis.

22 Q. Can you please go to Tab 33 of Binder 1. You
23 have it before you there.

24 A. I think I found --

04:53:59 25 Q. 33. Turn to page 20. That is the

04:54:02 1 construction loan agreement. It's already in evidence.

2 A. I'm sorry. What page?

3 Q. Page 20 of the document. Evidence No. in the
4 lower right-hand corner is 0212.

04:54:16 5 A. Right.

6 Q. Very top, paragraph A:

7 "From and after the dates of the first
8 advance of the loan" -- "of the loan, borrower
9 shall deliver to lender on a monthly basis
04:54:28 10 evidence of the project costs funded during the
11 preceding month, whether from loan proceeds or
12 otherwise."

13 Do you understand that to mean that this
14 contract requires you every month to give to Las Vegas
04:54:45 15 Development Fund evidence of costs that were incurred
16 in construction of the project?

17 A. Before I answer that, I'm also going to state
18 that there's about four or five different sections in
19 this loan agreement that contradict each other and
04:54:56 20 contradict the PPM and contradict the first amendment
21 and the second amended loan contracts.

22 I would have to go through this -- or my
23 counsel would have to go through this and point out to
24 you those sections -- and there is probably a paragraph
04:55:10 25 in there that states reporting is done on an annual

04:55:12 1 basis, because we negotiated that in. This is one of
2 the con jobs that he pulled in -- in negotiating this
3 loan contract.

4 I had two attorneys that would have to review
04:55:22 5 this, and we would send the documents off to him and
6 then he would slip little things in and they would
7 spend hours looking for them.

8 So I'm sure in this loan contract there is
9 another provision that indicates our reporting is on an
04:55:36 10 annual basis, not on a monthly basis. Therefore, we're
11 responsible on an annual basis.

12 And I negotiated that in because of just this
13 type of thing, where he would be asking us -- asking us
14 for monthly documentation, and we didn't want to have
04:55:52 15 to deal with that when really all he needed was an
16 annual report so that he could submit it to USCIS.

17 And, of course, when he had the opportunity to
18 submit it, he didn't even tell them that he had
19 foreclosed on us.

04:56:04 20 Q. So your testimony is that you're not required
21 to comply with that provision of the contract?

22 A. My testimony is if you give my legal counsel
23 the opportunity to look through this document, they'll
24 probably find another contradictory paragraph. That's
04:56:18 25 what I'm saying. Because my understanding of this loan

04:56:22 1 document was that we reported on a monthly -- excuse
2 me -- on an annual basis, not a monthly basis. And
3 that's what we did under the entire loan agreement.
4 Under the entire loan agreement these things were done.

04:56:36 5 For example --

6 THE MARSHAL: Sir --

7 THE WITNESS: We didn't have --

8 THE MARSHAL: Sir, please. I know you're
9 excited. But that young lady right in front of you has
04:56:43 10 very sensitive ears.

11 THE WITNESS: I'm sorry.

12 THE MARSHAL: She can hear you very well. I'm
13 hearing you very loudly back here. Just please
14 remember we're in a court of law.

04:56:52 15 THE WITNESS: Under --

16 MR. GREER: That's fine. I'll move on.

17 BY MR. GREER:

18 Q. What about -- you said that you don't have the
19 ability to finish the project as Mr. Dziubla has not
04:57:00 20 raised enough money. What about the Morales line of
21 credit? You've got \$36 million in that line of credit
22 which is currently wide open, correct? It is paid off
23 at this point in time, correct?

24 A. The Morales line of credit -- the Morales line
04:57:15 25 of credit was created at the request of Dziubla stating

04:57:19 1 he needed a first in -- he needed a US lender in first
2 position. He knew that when we took that line of
3 credit, that we were expecting that we would pull down
4 on that line of credit and then his EB5 money would pay
04:57:35 5 it back down. So the 36 million of the line of credit
6 would have worked out great if he would have funded --
7 if Dziubla would have funded 36 million.

8 We signed that line of credit. We got the
9 project started. Dziubla was supposed to provide us --
04:57:50 10 because he said -- he told us, "You get that first in
11 position, I've got all these lenders -- all these
12 immigrants that want to come into this project, but
13 they're waiting for a first -- a first lender."

14 So we got the first lender in the form of a
04:58:04 15 line of credit. We started the project with the line
16 of credit -- or started having Morales do the work and
17 then, lo and behold, Dziubla doesn't come through with
18 the money, and we're stuck holding the bag, and now we
19 have to pay him off.

04:58:16 20 It was never, ever, ever designed for Morales
21 to provide 36 million and not get paid back by EB5. He
22 carried it as far as we could. We continued to pay it
23 off. And -- and Dziubla never followed through with
24 the money. And we had discussions, personal
04:58:33 25 discussions about this before we signed that agreement

04:58:37 1 with Morales.

2 Q. Morales isn't in a first position over Las
3 Vegas Development Fund, correct? It's not senior debt?

4 A. It is senior debt because he represented it as
04:58:46 5 senior debt, and he knew -- this is the other thing
6 about this. We told him, This is great because it's
7 senior debt. And he said, yes, it is. Oh, that's very
8 good. I told him that Morales would not be in a first
9 position because he has the mechanics' lien ability to
04:59:01 10 apply a first position under the mechanic's lien, which
11 is a senior lien to a first mortgage.

12 And Dziubla said, oh, that's great. And he
13 then sent out the information to his agents and
14 investors telling them that we had a senior loan in
04:59:16 15 place. So it's, again, ridiculous that he would claim
16 we don't and say that we're in default.

17 The problem was he -- Morales -- was willing
18 to do the work, but we told Morales that the EB5 money
19 would be paying him down. And EB5 money never came in,
04:59:33 20 therefore, we had to pay him down.

21 Q. So that isn't -- so you're -- so that's a
22 sham? That's just -- there's not really a \$36 million
23 line of credit, is there?

24 A. I would not say it was a sham. It was a \$36
04:59:44 25 million line of credit. However -- however, Morales

04:59:48 1 expected EB5 to pay down, and Dziubla stated that if we
2 got the first lender in place, he would be able to
3 bring in more investors since that first was in. And
4 he used that first to notify his agents. But then, of
05:00:03 5 course, he didn't get any money to come in.

6 Q. So -- so --

7 A. So we signed this thing up on the belief that
8 he was going to provide the money once we did that.
9 And, of course, he didn't, which, again, was more
05:00:14 10 misrepresentations.

11 Q. So this was -- so this was -- even though you
12 got this alleged line of credit, you weren't planning
13 on using it then unless you got EB5 money?

14 A. No. We planned on using it. We believed --
05:00:25 15 we believed that Dziubla was true to his word and that
16 if we placed a first in the position so that his
17 subordinated seconds were behind a first position,
18 which was this line --

19 Q. All right. I have a couple more questions
05:00:40 20 before we get out of here, so --

21 A. -- this line of credit that he would then --

22 (Unreportable cross-talk)

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

24 THE COURT: One at a time.

05:00:45 25 THE WITNESS: -- that he would then provide

05:00:46 1 the funding. We believed that like we believed all the
2 other stuff that he had told us. But none of this
3 stuff that he told us ever came true. The money never
4 came in. So we were stuck holding the bag on that.

05:00:57 5 And 2 or \$3 million was done on the project through
6 Morales Construction. You've got -- it's in the --
7 it's in the jobs report. Top rank builders, Morales
8 Construction, the Concrete -- American Concrete.

9 That's all coming out of that -- that -- that credit
05:01:12 10 line that we ended up having to pay because he didn't
11 deliver.

12 BY MR. GREER:

13 Q. You do know that senior debt is a senior lien
14 on the property, correct? Do you understand that?

05:01:20 15 A. That's correct. And so did Dziubla. And he
16 represented to his agents that we had secured a senior
17 debt and that it didn't have a first position, which
18 was even better because now we could still go out and
19 get another first position and Morales would have the
05:01:33 20 first rights of the mechanic's lien. So in Dziubla's
21 mind, that was a much better deal.

22 Q. It's only true, sir -- is it true, sir, that's
23 only good, a good deal, if you use the line of credit
24 and you build the project, which you didn't do,
05:01:45 25 correct?

05:01:45 1 A. We used the line of credit under the
2 understanding that we had that -- with this in place
3 Dziubla would be able to go out and get us more
4 investors, and he never did.

05:01:54 5 Q. So it wasn't real?

6 A. It was real. It was absolutely real. And
7 we've drawn -- we drew the money down. We had the work
8 done, and we continue to pay it off because he didn't.

9 Q. If it's -- if it was real and it's \$36 million
05:02:07 10 at 7 percent, why do you need to go somewhere else and
11 get 20, \$30 million at 12 percent?

12 A. Because Dziubla never followed through with
13 what he promised us. That's why. The reason why I'm
14 sitting on having to sign a personal guarantee on

05:02:22 15 12 percent money is because that man, Robert Dziubla,
16 never followed through with any of his promises. He
17 took our money. He never delivered the 75 million. He
18 never delivered the 50 million. He didn't even deliver
19 10 million.

05:02:35 20 I signed this document with Morales. He never
21 came through with the additional money even though we
22 brought Morales in and had him start doing the work.
23 We were told, "You get the first in place, then
24 everything else will follow."

05:02:46 25 We were told if you change the capital stack,

05:02:49 1 everything else will follow. We were told, "You allow
2 investors to come in one at a time and not require us
3 to get 25 million at a time, everyone will follow.

4 This was what we were told. This was what we
05:03:01 5 agreed to. This is what we were expecting, and it
6 never happened.

7 Q. So you really had never -- you didn't use the
8 \$36 million line of credit because funds weren't given
9 to you to cover the entire construction costs?

05:03:20 10 A. We used a portion of the 36 million until it
11 was evident that he was lying to us again and didn't
12 have all of these investors stacked up ready to come in
13 as soon as he sent out his memo that we now have a
14 first in place. It didn't happen. So we believed it
05:03:35 15 would. That's why we signed the agreement. That's why
16 we got Morales started. That why we had to end up
17 paying him off. When it's clear the money wasn't
18 coming in, we had to no longer take the money down from
19 Morales.

05:03:47 20 Q. So now that you need a real construction loan,
21 you're attempting to get one elsewhere, correct?

22 A. We have one.

23 Q. Just not using it?

24 A. A real construction loan? We have a
05:03:57 25 \$30 million dollar lender that wants to loan on the

05:03:59 1 project.

2 Q. Let's go, if you could, please, to that same
3 document, page 30, in the lower right-hand corner 0222.
4 Please focus on Section 5.2, entitled, "Changing,
05:04:25 5 costs, scope, or timing of work." Can you please read
6 that paragraph?

7 A.

8 "Borrower shall deliver to lender revised
9 estimated cost of the project showing changes
05:04:35 10 in or variations from the original estimated
11 construction costs. As soon as such changes
12 are known to borrower, borrower shall deliver
13 to lender revised construction schedule if and
14 when any target dates set forth herein has been
05:04:50 15 delayed by 20 consecutive days or more, or when
16 the aggregate of all such delays equals 30 days
17 or more."

18 Q. Have you given to Las Vegas Development Fund
19 documentation reflecting changes in the construction
05:05:02 20 schedule and how you're dealing with that?

21 A. We were up until the point -- well, basically
22 he was able to come out any time he wanted and inspect
23 the project.

24 Q. Different issue. Not inspection. I'm saying
05:05:14 25 have you given to Las Vegas Development Fund

05:05:18 1 documentation reflecting changes in the construction
2 schedule and how you are dealing with them?

3 A. There have really been no changes in the
4 construction schedule.

05:05:29 5 Q. So you're going to be done in two weeks?

6 A. No. He -- he clearly understood that there
7 were delays in the project. He could come out and see
8 that there were delays in the project. We sent them
9 the construction progress video. So, yes, we have, in

05:05:40 10 fact, notified him this is how the construction is
11 going. And we've been very forthright about showing
12 what's happening while we're asking, "Where's the money
13 we need to complete the project?"

14 Q. Where is the schedule? What is the schedule?
05:05:50 15 When is it going to be done?

16 A. It will be done when we can complete -- when
17 we have the money to complete it.

18 Q. Okay. Let's talk about --

19 THE COURT: I think this is a good time --

05:06:00 20 MR. GREER: I need one more question. Just
21 one more, your Honor.

22 THE COURT: Just one more question.

23 MR. GREER: One more line of questioning and
24 that's -- because he said he had the ability to inspect
05:06:06 25 the property at any time.

05:06:07 1 MR. ALDRICH: Is that one more question or one
2 more line?

3 MR. GREER: Well, depends on how he answers
4 the last one.

05:06:13 5 That is inspection.

6 BY MR. GREER:

7 Q. You testified earlier Mr. Dziubla is free to
8 come on the property at any time until the litigation
9 started, correct?

05:06:24 10 A. He was free to come after the litigation, but
11 he could only come by himself. He couldn't bring
12 experts. He wanted to basically do discovery before
13 discovery had even been opened.

14 Q. I need you to look at two things, two
05:06:35 15 paragraphs. Then I'm done here. Let's go to the same
16 exhibit, page 31. Paragraph -- Section 5.4, keeping
17 the records. Says:

18 Borrower shall set up and maintain
19 accurately books, accounts, and records
05:06:56 20 pertaining to the project. Borrower will
21 permit representatives of lender to have
22 reasonable access to and inspect and copy such
23 books, records, and contracts of the borrower
24 and to inspect the project and to discuss
05:07:14 25 borrower's -- and discuss borrower's affairs,

05:07:18 1 finances, and accounts with any of its
2 principal officers.

3 So is it true, sir, that this requires you to
4 give not just Mr. Dziubla, but him and his
05:07:27 5 representatives access to the property, correct?

6 MR. ALDRICH: Objection. It -- we've already
7 kind of covered this, but the representatives -- he's
8 never brought representatives. The representatives
9 were for litigation purposes. That was the testimony
05:07:45 10 that came.

11 MR. GREER: That wasn't my question.

12 BY MR. GREER:

13 Q. Do you agree that the contract requires you to
14 give Las Vegas Development Fund and its representatives
05:07:54 15 access to the property, correct?

16 All right. Yes.

17 A. We gave them access to the property.

18 Q. Okay. Let's go ahead and turn, if you would,
19 please --

05:08:02 20 THE COURT: How many more questions --

21 MR. GREER: This is it. That was the
22 foundation. This is the question.

23 BY MR. GREER:

24 Q. Section 21, Exhibit 21. This is your letter
05:08:13 25 to Robert Dziubla?

05:08:14 1 A. What is this now?

2 Q. Exhibit 21, same binder. August 20, 2018,
3 letter from you to Mr. Dziubla. It's confirmed -- I
4 think this is already in evidence, correct?

05:08:28 5 MR. ALDRICH: I believe so.

6 MR. GREER: Is it?

7 THE COURT CLERK: No.

8 MR. GREER: Let's get Exhibit 21 in evidence,
9 please, then. Any objection?

05:08:46 10 MR. ALDRICH: So this is, I believe, the same
11 as -- this one doesn't have the exhibits attached to
12 it, which is why it's not in evidence. It's the same
13 as 47.

14 BY MR. GREER:

05:09:01 15 Q. Okay. If you would, please, sir, page 13 of
16 19, paragraph 4, entitled "Purported Notice of
17 Inspection." This confirms, sir, that that is the
18 letter that you wrote? That's your signature there on
19 the last page?

05:09:17 20 A. 13 of 19. So I need to go all the way back to
21 19?

22 Q. Yes.

23 A. Okay.

24 Q. And the last little sentence there -- actually
05:09:43 25 second line to the bottom, it says: Thus, borrower --

05:09:46 1 borrower will not authorize any inspections whatsoever
2 by lender or its representatives of the project or its
3 books and records on the proposed date of August 27,
4 2018, or at any other time.

05:10:03 5 Is that what you wrote in this letter to
6 Mr. Dziubla on August 18th of 2018 -- August 20th of
7 2018?

8 A. What -- what paragraph is this? On what page?

9 Q. Page 13 of 19.

05:10:27 10 A. Right.

11 Q. Paragraph 4, last sentence.

12 A. Oh, paragraph 4. Okay. I wasn't able to find
13 it.

14 It's because we were not in breach, simple as
05:10:37 15 that. He basically stated due to the default that he
16 was claiming that we were in breach of this contract.
17 We were not in breach. We allowed him to inspect. We
18 gave him an entire box of documents. We were not in
19 breach.

05:10:50 20 Q. So it's your testimony that you -- as long as
21 you weren't in breach that you didn't have to comply
22 with that paragraph of the construction loan
23 agreement --

24 A. This --

05:10:59 25 Q. -- requiring --

05:10:59 1 A. This goes -- this again goes --
2 THE COURT REPORTER: I'm sorry. I didn't get
3 the ending.
4 THE COURT: One at a time.

05:10:59 5 MR. GREER: Actually, you know what? I
6 withdraw that.
7 THE WITNESS: This again goes back --
8 MR. GREER: I withdraw the question.
9 THE COURT: The question is withdrawn. We're
05:11:06 10 done. We're done.
11 BY MR. GREER:
12 Q. Bank statements. Last question. Did you give
13 any bank statements to LVD Fund --
14 THE COURT: No. You're fine. You're fine.

05:11:12 15 BY MR. GREER:
16 Q. -- any bank statements ever to Las Vegas
17 Development Fund, sir? Have you ever?
18 THE WITNESS: Are we done or are we still --
19 THE COURT: Yeah. There's one question, one
05:11:21 20 question.
21 BY MR. GREER:
22 Q. Have you ever given bank statements?
23 A. We gave Las Vegas Development Fund a 20-pound
24 box of statements from our accountant that related to
05:11:30 25 the project. We were not required to provide anything

05:11:33 1 other than what was related to the project, and we
2 provided everything that was related to the project.

3 Q. Is that a "no"? No bank statements were
4 given, correct?

05:11:41 5 A. Because they were not related to the project.

6 Q. That's okay. That's fine.

7 A. They were not related to the project. If the
8 bank statements were related to the project -- we gave
9 them every check -- every check that we wrote related
05:11:52 10 to the project. We gave him every invoice matched to
11 the check related to the project to prove that we spent
12 every dime he gave us in accordance to the loan
13 contract. Bank statements were not related to the
14 project. And, in fact, he ended up getting those
05:12:07 15 checks via electronic, so he did receive all the checks
16 from our bank statements related to the project.

17 Q. Sir, did you give him bank statements so he
18 could prove to USCIS that the money that he gave you
19 went into those bank accounts and thus could be traced
05:12:21 20 to use in the construction?

21 A. He had copies -- he had copies of the wires
22 that were sent to us, so he had copies of those -- of
23 the money being sent to the Front Sight account. And
24 then he had the checks that we wrote to show that every
05:12:34 25 penny he gave us was used for the project. He had

05:12:38 1 everything he needed. He failed to file the I-829s
2 last year and even before that. He could have had --
3 MR. GREER: Your Honor --
4 THE WITNESS: -- his investors --
05:12:47 5 MR. GREER: -- he's now arguing --
6 THE WITNESS: -- fully done.
7 THE COURT: And, you know what? We're done
8 for the day. And, sir, thank you. You can step down.
9 We're not -- we're probably not done with your
05:12:58 10 testimony.
11 Anyway, we're going to recess.
12 I just want to let you know one thing, too,
13 I'm going to do. I'm going to place everyone on
14 notice, I'm going to issue a Rule 65(a)(2) notice as it
05:13:09 15 relates to consolidation with a trial on the merits.
16 We'll discuss -- we'll discuss that at the next
17 hearing. And that will be on -- when is the next
18 hearing?
19 THE COURT CLERK: October 9th.
05:13:23 20 MS. HOLBERT: 9th.
21 THE COURT: October 9th.
22 Just as important too, where are we at as far
23 as expert disclosures are concerned?
24 MR. ALDRICH: Our -- I mean, we've obviously
05:13:32 25 produced some stuff, but the disclosure deadline is not

05:13:35 1 until --

2 THE COURT: I'm -- that -- I'm trying to
3 figure that out.

4 MR. ALDRICH: -- March or April or something
05:13:39 5 like that.

6 THE COURT: Well -- well, here's the thing.
7 And --

8 MR. GREER: Let's move it up.

9 THE COURT: And this is what I need to know.

05:13:45 10 And this is what I want to talk about. I don't expect
11 to have an answer today, but we're going to talk about
12 this on the 9th of October, because I think everyone
13 involved in this case needs some finality as quick as
14 possible. We don't need to be waiting around until

05:14:02 15 March. I'm just going to be candid with you. This
16 isn't a traditional litigation case. This is a
17 business court case. And so I'm quite sure your
18 client, Mr. Aldrich, and Mr. Greer and everyone would
19 like to have some sort of finality as far as this case
05:14:18 20 is concerned as soon as possible.

21 What I want to discuss on the 9th is this:
22 Where are we at as far as expert disclosures are
23 concerned? I know there's been some disclosures.

24 I've listened to a lot of testimony. The rule
05:14:32 25 as far as 65(a)(2) is pretty clear that -- and I

05:14:37 1 thought about this case. We've been going on and on
2 and on. And we can't continue going on and on and on.
3 Everyone needs some closure, right, and then you can
4 file your appeals.

05:14:47 5 And so I just want to make sure that if we --
6 if -- if we've made disclosures, initial expert
7 disclosures -- I know the plaintiff has actually
8 identified -- I don't know if it was done formally or
9 not -- multiple experts, right?

05:15:05 10 MR. ALDRICH: Correct.

11 THE COURT: And has the defense identified any
12 experts?

13 MR. GREER: No, your Honor. Well, we did in
14 our briefs, not --

05:15:12 15 THE COURT: But you understand where I'm --
16 you know where I'm going on this, right? And I'm --
17 and this is what I'm thinking about, really and truly,
18 because everyone is frustrated and so on. And I'm
19 quite sure the parties would like a resolution of this
05:15:25 20 matter as soon as possible.

21 I'm not going to have resolution in October or
22 November, probably not even December. But I'm sitting
23 here saying to myself why can't we wrap this up in
24 January for everyone?

05:15:37 25 MR. ALDRICH: Well, my motion to compel is

05:15:38 1 still on the 23rd of October.

2 THE COURT: Well, I understand that.

3 MR. GREER: USCIS reporting. There's --

4 THE COURT: Pardon?

05:15:46 5 MR. GREER: There is an immediate issue of

6 USCIS reporting. And so trial on the merits is one

7 thing, but getting documentation that needs to reported

8 to USCIS is imperative.

9 THE COURT: I understand that, too, but --

05:15:57 10 MR. GREER: So it's a process too, you know.

11 And maybe it's -- I think what we could do to

12 facilitate that is create a very specific list of items

13 that are necessary. And the Court's already got us on

14 a 14-day -- got to respond to the discovery schedule.

05:16:12 15 THE COURT: Right.

16 MR. GREER: And so we could come up with a

17 specific list that is needed, and that might resolve

18 that.

19 THE COURT: And you can of course --

05:16:20 20 MR. GREER: I'm working on that this week.

21 THE COURT: -- can talk to Mr. Aldrich about

22 that. And if not, get court intervention, involvement

23 on that issue, right?

24 MR. ALDRICH: Sure.

05:16:27 25 THE COURT: We want to make sure we comply

05:16:29 1 with any federal government reporting requirements.

2 But I'm just looking at this case. This case
3 needs some resolution. And I want to do it in such a
4 manner where no one is prejudiced, but we can move a
05:16:41 5 little quicker, right?

6 Your client's frustrated, Mr. Aldrich. I
7 understand that. I do. And the defense is frustrated.
8 It's been a long and arduous process. We can all agree
9 to that. And I'm just looking at it because we've
05:16:55 10 heard a lot of testimony in this matter.

11 It appears to me the real significant
12 outstanding issue -- I understand everybody hasn't
13 testified yet. Of course, I'd have testimony, say, in
14 January. But we have to take care of the experts. I
05:17:08 15 don't know what the thrust, scope, and focus of the
16 experts will be in this case. I have an idea in
17 reading and reviewing some of the points and
18 authorities and the disclosures that have been made
19 along the way, I have a fairly good idea as to where
05:17:22 20 the -- some of the plaintiff's experts are as it
21 relates to the issue of compliance -- I get that --
22 under the contract.

23 And so I'm looking at it from this
24 perspective: We need to get this case moving along.
05:17:35 25 We do. And so I'm not going to make any decision

05:17:39 1 today. But I just wanted to put this out there for
2 everyone to think about. Because the only requirement
3 that I can see under Rule 65 is a notice requirement.
4 And as long as a trial court gives formal notice during
05:17:55 5 the pendency of the preliminary hearing, that's
6 sufficient. It really and truly is.

7 And, in fact, there is one Nevada case where
8 the notice was given after the hearing and the Nevada
9 Supreme Court looked at it from this perspective: They
05:18:09 10 said, you know what? Is there any prejudice? If there
11 is no prejudice, that can be considered a final
12 adjudication of the case on the merits.

13 So I just want to put that out there for you
14 because I think -- I feel very strongly, this case has
05:18:24 15 to be resolved. And whatever appellate rights your
16 clients might have, they can exercise those. But I
17 feel we have to get this matter resolved.

18 MR. GREER: Very good.

19 MS. HOLBERT: Thank you, your Honor.

05:18:36 20 MR. GREER: Thank you.

21 THE COURT: Mr. Aldrich, anything you -- any
22 comments there? And you don't have to give me any
23 today, but I'm just telling you what I'm thinking
24 about.

05:18:43 25 MR. ALDRICH: I have comments, but I'm

05:18:45 1 thinking about whether I should say them, so --

2 MR. GREER: I'm sure he will.

3 THE COURT: Well, I'm going to give you a full

4 and fair opportunity to say them because, for example,

05:18:54 5 you might go back to your officer or over the next

6 couple weeks and think about it and say, you know what,

7 maybe we can get this done in January, you know,

8 assuming there's been -- there's been expert

9 disclosures. I don't know what else you need. You

05:19:07 10 have a forensic accountant. You have a compliance

11 expert. You have EB5 expert.

12 MR. ALDRICH: I need financial documents for

13 my forensic accountant, but that's all issue --

14 discovery issues, though.

05:19:19 15 THE COURT: Exactly.

16 MR. ALDRICH: Yeah.

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

18 MR. ALDRICH: I do. And that's back to my

19 point: I need discovery and I got a hearing in a

05:19:25 20 month.

21 THE COURT: Right.

22 MR. ALDRICH: Then your Honor says there is a

23 chance we're going to try this -- finish this thing up

24 in January. That puts my expert deadline actually

05:19:32 25 about the time of my motion hearing.

05:19:37 1 THE COURT: But hypothetically, I could issue
2 an order, and if those documents aren't produced
3 timely, then there's potential sanctions and remedies.

4 MR. ALDRICH: And that's one of the motions,
05:19:47 5 so --

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

7 MR. ALDRICH: Absolutely.

8 THE COURT: But we got --

9 MR. ALDRICH: You and I have done that dance
05:19:54 10 before.

11 THE COURT: We got to move it forward.

12 And so anyway, I just want to let everyone
13 know that. And that's my primary concern, because --
14 how long has this case been pending now?

05:20:03 15 MS. HOLBERT: About a year.

16 MR. ALDRICH: About a year.

17 THE COURT: About a year, right? And we just
18 got an answer done, right?

19 MS. HOLBERT: It hasn't even been filed yet.

05:20:11 20 Next week.

21 THE COURT: Yeah. Okay. And we can go off
22 the record now.

23

24 (Proceedings were concluded.)

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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 STENOGRAPHY ALL OF THE
PROCEEDINGS HAD IN THE BEFORE-ENTITLED MATTER AT THE
TIME AND PLACE INDICATED, AND THAT THEREAFTER SAID
STENOGRAPHY 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

<p>BY MR. ALDRICH: [28] 92/10 93/23 95/1 96/12 100/24 102/4 106/20 108/6 109/10 111/9 114/16 116/22 119/8 119/19 127/2 128/4 128/8 129/6 137/7 141/18 143/7 148/20 170/6 170/25 172/6 174/24 176/21 178/20 BY MR. GREER: [25] 179/19 180/8 186/11 189/2 189/17 191/13 195/6 196/5 196/16 197/17 205/8 206/14 207/14 208/13 208/16 210/21 214/17 218/12 223/6 224/12 224/23 225/14 227/11 227/15 227/21 MR. ALDRICH: [190] 4/8 5/6 5/11 5/20 14/4 14/8 14/13 18/21 40/19 40/22 42/8 42/11 42/14 42/20 43/16 43/22 44/7 44/9 44/16 44/21 45/1 45/4 45/18 59/19 59/22 60/19 62/3 62/5 63/6 64/16 64/20 65/6 65/9 65/18 66/6 66/10 67/20 69/11 70/22 71/5 72/5 72/10 72/21 72/23 80/13 80/23 80/25 81/4 81/7 81/13 83/16 83/23 84/9 84/13 84/16 84/20 84/22 86/5 86/23 87/11 87/25 88/4 88/6 88/14 88/21 89/1 89/3 89/6 89/12 90/2 90/7 90/10 90/14 91/20 93/22 94/25 101/6 102/18 105/13 113/12 113/16 117/13 117/15 117/20 117/22 118/8</p>	<p>118/12 118/23 119/4 119/6 119/13 137/2 141/4 141/12 142/16 142/20 142/22 143/2 143/6 148/11 148/14 148/17 152/3 152/12 152/14 152/17 152/21 153/5 153/19 153/23 154/19 154/24 155/14 156/4 156/6 156/8 157/1 157/3 157/9 157/11 157/17 158/2 158/10 158/13 158/16 158/20 158/22 158/24 159/5 159/7 159/15 159/20 160/2 160/19 161/11 161/18 161/24 162/5 162/18 162/23 164/11 164/23 165/2 165/21 167/6 167/10 168/3 168/20 168/22 169/2 169/5 169/10 169/25 170/2 170/24 171/12 171/17 171/21 171/24 172/5 173/10 173/20 179/4 179/15 179/25 189/11 196/7 197/8 206/8 207/1 207/4 210/18 223/1 224/6 225/5 225/10 229/24 230/4 231/10 231/25 232/24 234/25 235/12 235/16 235/18 235/22 236/4 236/7 236/9 236/16 MR. GREER: [171] 4/16 4/24 5/4 5/12 5/16 5/23 6/1 6/7 14/12 14/15 16/12 18/20 40/18 45/19 47/1 47/7 47/9 64/19 68/21 68/24 69/20 69/23 70/3 72/12 72/14 72/22 72/24 73/7 74/3 75/16 75/23 76/9 76/24 77/3 77/6</p>	<p>78/1 78/13 78/16 78/18 78/20 79/22 80/4 80/7 80/12 82/13 82/16 83/3 83/6 83/19 83/21 84/19 86/19 86/25 87/18 88/8 88/11 88/19 88/25 89/2 89/17 89/22 90/15 93/19 94/24 100/22 101/2 102/9 102/16 105/5 105/12 105/16 106/15 113/7 113/25 114/12 117/12 117/14 117/17 117/19 118/1 118/4 118/9 118/18 118/20 119/2 119/5 119/15 126/19 126/23 127/22 128/1 128/7 136/20 141/8 141/10 142/19 142/25 147/24 151/7 151/25 153/3 153/12 153/20 155/8 155/10 155/13 156/14 158/3 158/14 161/8 161/14 161/20 161/23 162/8 168/24 170/18 171/4 171/7 172/1 173/2 173/21 174/2 174/15 174/17 174/20 175/21 175/25 176/15 177/13 178/7 178/13 178/18 179/17 180/1 183/13 188/18 189/7 189/12 189/16 191/10 194/8 195/24 196/2 196/13 197/10 197/15 206/5 206/11 207/11 214/16 222/20 222/23 223/3 224/11 224/21 225/6 225/8 227/5 227/8 229/3 229/5 230/8 231/13 232/3 232/5 232/10 232/16 232/20 234/18 234/20 235/2</p>	<p>MR. MEACHER: [1] 43/15 MS. BIXENMANN: [2] 117/18 119/3 MS. HOLBERT: [51] 4/14 5/13 5/25 16/11 67/12 67/15 67/19 69/19 77/2 79/3 83/22 85/12 85/16 87/6 87/16 87/23 88/24 90/9 90/13 90/21 154/2 154/21 154/25 155/9 155/12 155/15 155/24 156/5 156/25 157/12 159/14 159/17 160/12 161/21 162/2 162/13 163/9 163/16 165/10 166/5 166/23 167/11 167/19 168/1 169/11 169/17 169/22 229/20 234/19 236/15 236/19 THE COURT CLERK: [13] 82/1 92/1 118/3 118/11 118/21 159/4 159/6 160/6 160/8 168/8 168/12 225/7 229/19 THE COURT REPORTER: [22] 14/2 14/6 70/2 73/6 83/25 87/2 95/16 102/12 105/15 105/23 126/22 154/23 167/13 178/9 178/11 186/6 186/9 189/9 189/14 194/23 217/23 227/2 THE COURT: [293] THE MARSHAL: [7] 46/25 105/24 164/3 164/5 214/6 214/8 214/12 THE WITNESS: [51] 92/6 101/3 101/9 102/11 102/24 105/6 105/19 105/21 106/2 106/5 106/11 108/15 108/17</p>	<p>109/20 113/22 114/3 114/22 114/24 115/1 126/20 128/13 151/8 151/11 152/8 152/11 160/9 163/21 163/24 164/2 164/4 171/5 175/23 176/3 176/20 177/14 178/10 188/17 188/22 194/14 194/19 195/1 195/25 206/10 214/7 214/11 214/15 217/25 227/7 227/18 229/4 229/6 <hr/>\$ \$1 [1] 70/18 \$1 million [1] 70/18 \$100,000 [14] 47/19 63/9 86/15 99/5 100/6 100/7 107/18 108/18 109/1 115/5 121/4 185/10 187/3 192/1 \$109,000 [1] 47/12 \$125,000 [1] 103/18 \$150 [4] 93/15 96/17 132/13 183/9 \$150 million [3] 93/15 132/13 183/9 \$177,000 [5] 100/4 108/23 112/2 121/3 192/23 \$2.4 [1] 105/8 \$2.4 million [1] 105/8 \$2.7 [2] 52/19 54/4 \$2.7 million [2] 52/19 54/4 \$20,000 [7] 34/14 34/15 112/6 112/7 112/16 112/20 185/15 \$25 [4] 123/10 123/20 132/18 187/6 \$25 million [4] 123/10 123/20 132/18 187/6 \$277,000 [1] 192/2 \$3 [1] 218/5</p>
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(1) BY MR. ALDRICH: - \$3

\$	29/17	187/17 190/10	201/15 201/19	84/10 84/15 84/16
\$3 million [1]	\$8 [1] 54/1	14-day [1] 232/14	202/2 202/25	84/19 84/21 120/22
218/5	\$8 million [1] 54/1	15 [4] 8/4 8/5	203/17 204/18	141/22 152/23
\$30 [3] 36/11	\$8,000 [10] 109/3	82/18 152/16	204/25 205/24	153/7 153/11
219/11 220/25	110/16 110/21	150 million [2]	205/25	155/10 221/3
\$30 million [3]	110/24 125/11	95/24 132/14	2015 [3] 49/20	221/16
36/11 219/11	125/17 126/9	16.98 [1] 50/23	105/2 178/10	30th [4] 155/7
220/25	129/17 185/18	160 [1] 3/8	2016 [8] 11/10	155/9 155/10
\$300,000 [3]	185/20	1601 [1] 3/7	13/2 49/19 105/2	155/11
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\$36 [8] 10/13	87/7 87/8 152/18	192/3 192/24	2017 [5] 52/11	31,000 [1] 192/12
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\$36 million [3]	0021 [1] 187/21	192/19	141/22 142/12	211/25
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\$36,000 [3]	0212 [1] 212/4	18th [1] 226/6	225/2 226/4 226/6	36 million [4]
193/18 193/19	0222 [1] 221/3	19 [4] 225/16	226/7	215/5 215/7 215/21
193/22	1	225/20 225/21	2019 [2] 1/21 4/1	220/10
\$375,000 [1]	1.4 million [1]	226/9	206 [1] 2/6	37,500 [1] 192/6
103/15	51/22	1975 [1] 3/11	20th [2] 32/1	3900 [1] 2/8
\$5,000 [1] 63/9	1.8 million [1]	1990 [1] 34/5	226/6	3rd [1] 155/18
\$500,000 [4]	51/18	1:00 [1] 82/2	21 [4] 224/24	4
103/13 103/15	1.9 million [1]	1:15 [8] 83/13	224/24 225/2 225/8	4 million [1]
103/21 104/3	52/13	85/22 87/5 155/23	227-1975 [1] 3/11	198/17
\$522,000 [4]	10 million [1]	160/6 160/8 165/18	23 [4] 153/9 170/3	4.3 [1] 105/10
115/12 116/15	219/19	168/2	170/5 181/8	40 [1] 64/11
185/22 186/19	10,000 [1] 107/4	1st [2] 155/14	23rd [31] 154/10	43 [1] 105/9
\$53,000 [3] 124/4	10-9 at [1] 165/18	2	155/25 156/11	45 [1] 92/16
151/23 187/7	100 [2] 2/16	2 million [1] 52/12	156/25 157/1 157/2	47 [7] 140/24
\$6 [1] 69/3	136/17	2.4 million [1]	157/13 158/17	140/25 141/5
\$6 million [1] 69/3	100,000 [2] 192/4	51/24	158/19 159/3 159/4	141/15 141/19
\$6.3 [2] 36/9 43/1	192/5	2.5 [2] 52/4 54/3	159/6 160/23 161/7	142/17 225/13
\$6.3 million [2]	103 [1] 50/23	2.7 [1] 52/4	161/13 161/13	48 [4] 141/5
36/9 43/1	107.8080 [1]	20 [10] 1/21 4/1	161/15 161/16	141/16 142/1
\$6.75 [2] 8/25	32/24	47/1 51/9 120/22	161/17 161/23	142/17
70/20	10:00 [2] 153/18	211/25 212/3	161/25 163/4	48,230 [1] 192/11
\$6.75 million [1]	153/21	219/11 221/15	164/13 164/17	49 [4] 141/6
70/20	11-day [1] 91/10	225/2	164/19 165/24	141/17 142/8
\$6.758 [1] 50/24	11th [3] 27/12	20 percent [1]	167/24 168/6 168/7	142/17
\$600,000 [1]	28/14 145/20	34/16	168/12 232/1	4th [4] 16/10
198/21	12 [2] 10/1 51/23	20 pounds [1]	24 [2] 37/6 142/4	155/18 208/1
\$65,000 [3] 104/1	12 percent [3]	115/22	25 [5] 120/21	208/19
104/2 104/16	200/18 219/11	20,000 [1] 113/4	123/23 123/23	5
\$7 [2] 42/24 45/6	219/15	20-pound [1]	124/19 125/14	5 percent [4]
\$7 million [1]	12th [3] 11/10	227/23	25 million [4]	10/13 86/20 86/21
42/24	28/14 145/20	20-something [1]	120/23 124/1	86/24
\$70,000 [2] 110/6	13 [4] 70/5 225/15	140/3	124/13 220/3	5,000 [1] 116/3
185/12	225/20 226/9	2008 [2] 197/15	2510 [1] 2/5	5,000-dollar [1]
\$700,000 [1]	132 [5] 118/1	197/19	26 [1] 191/15	63/11
42/25	118/17 118/18	2012 [1] 198/16	27 [1] 226/3	5.2 [1] 221/4
\$75 [3] 122/23	118/19 119/2	2013 [21] 49/16	2:00 [1] 82/2	5.4 [2] 26/17
123/24 198/3	13th [1] 150/23	50/9 51/6 72/15	2nd [2] 43/6	223/16
\$75 million [3]	14 [7] 31/1 31/14	105/2 129/12 178/6	155/18	50 [3] 132/17
122/23 123/24	31/21 46/20 187/15	187/18 198/16	3	143/2 143/5
198/3		199/9 200/1 201/11	3 percent [1] 96/4	50 million [3]
\$789,000 [1]			30 [14] 52/11	

(2) \$3 million - 50 million

<p>5 50 million... [3] 124/17 125/14 219/18 500,000 [2] 51/17 124/14 522,000 [1] 115/13 526 [2] 103/14 103/19 53 [5] 118/24 119/3 119/4 119/7 119/17 541 [2] 1/25 238/17 5490 [1] 3/10 550 [1] 31/11 550 acres [1] 92/17 56 [1] 75/13 579-3900 [1] 2/8 5:00 o'clock [1] 165/7 5th [2] 159/18 166/12</p>	<p>702 [3] 2/8 3/10 3/11 75 [3] 132/14 195/18 198/1 75 million [1] 219/17</p> <hr/> <p>8 8,000 [2] 125/21 126/1 82,000 [1] 51/16 829 [10] 24/7 39/5 40/2 42/16 45/8 67/22 104/6 104/19 104/20 177/25 829s [6] 105/4 105/11 136/3 172/25 208/10 229/1 85,000 [1] 54/23 853-5490 [1] 3/10 858 [2] 2/18 2/19 89074 [1] 2/7 89146 [1] 3/9</p>	<p>23/23 25/14 47/12 69/7 81/18 93/14 95/22 96/6 107/2 107/7 124/14 124/19 124/20 124/22 125/17 126/5 132/21 146/23 146/24 161/5 190/23 217/2 219/3 221/22 226/12 about [150] 6/11 9/18 9/23 16/22 17/11 19/2 20/8 21/15 22/14 24/4 30/7 31/11 32/17 32/19 32/23 33/1 33/2 33/18 35/10 35/13 35/16 36/2 39/1 39/12 41/1 42/1 42/18 42/25 44/18 45/14 47/1 47/12 47/19 51/24 52/4 52/9 52/19 54/1 54/3 54/6 60/1 62/6 62/11 63/2 63/3 64/11 69/3 69/22 70/17 71/1 76/7 76/8 76/25 77/8 77/10 78/8 79/10 80/19 81/1 81/18 81/19 82/17 82/18 85/7 86/6 86/9 88/17 90/23 91/6 96/14 97/1 102/5 106/23 108/1 108/4 112/14 113/14 113/15 114/17 114/18 116/24 116/25 120/1 120/5 124/8 125/13 129/3 129/19 129/20 132/2 134/4 135/20 136/4 137/10 139/14 139/21 141/5 143/20 143/24 147/21 148/1 148/6 149/22 151/11 151/17 152/22 153/8 153/24 156/12 157/20 158/17 160/25 161/17 164/25 171/19 173/12 176/24 177/1 177/23 179/23 180/24</p>	<p>183/17 185/6 188/23 198/14 198/14 198/15 199/5 201/5 211/7 212/18 214/18 214/20 215/25 216/6 222/11 222/18 230/10 230/11 231/1 231/17 232/21 234/2 234/24 235/1 235/6 235/25 236/15 236/16 236/17 abroad [11] 99/6 100/6 100/8 103/10 107/18 107/19 110/2 110/10 115/6 185/11 187/5 absolutely [16] 37/4 71/14 121/20 129/25 130/22 137/23 139/20 151/3 160/11 178/24 180/12 202/12 211/3 211/5 219/6 236/7 accept [5] 50/1 50/1 125/4 125/14 125/15 acceptable [1] 190/21 accepted [2] 125/6 201/18 accepting [1] 129/1 access [9] 12/17 15/24 16/24 26/18 39/12 223/22 224/5 224/15 224/17 accommodate [2] 81/24 179/7 accommodations [1] 143/14 accordance [1] 228/12 according [5] 52/2 193/8 193/10 194/4 211/16 account [19] 19/9 42/25 61/3 66/17 68/18 123/11 123/21 200/5 200/7 200/7 200/9 200/9 202/17 202/18 202/21 204/20 206/18 206/20 228/23</p>	<p>accountant [10] 36/4 115/23 140/3 194/6 194/16 194/17 195/2 227/24 235/10 235/13 accounting [3] 73/10 140/4 194/1 accounts [5] 121/8 130/6 223/19 224/1 228/19 accrue [1] 96/7 accurate [4] 27/24 27/24 72/1 238/11 accurately [1] 223/19 accusing [1] 116/2 achieve [1] 35/11 achieved [1] 56/16 acres [1] 92/17 across [1] 58/16 Act [1] 74/16 action [26] 51/17 51/18 51/20 59/5 74/14 76/21 101/15 126/17 132/8 136/19 147/13 153/17 195/22 196/23 197/4 197/6 197/9 197/12 197/20 197/23 198/6 198/11 198/20 203/5 203/7 203/11 actions [1] 148/6 activities [1] 193/16 activity [1] 57/9 actual [5] 98/2 115/19 115/24 138/9 140/2 actually [40] 9/10 13/21 35/18 48/5 50/5 52/5 52/22 63/9 73/13 82/13 84/10 98/6 100/11 101/18 108/19 108/22 111/23 116/1 121/1 128/15 140/13 145/18 149/4 154/2 159/22 166/6 166/12 170/20 176/13 177/24 179/13 184/19 187/17 187/18 198/19 204/11 225/24 227/5 231/7 235/24</p>
<p>6 6 million [1] 51/18 6 percent [3] 96/2 183/7 200/19 6 percent-ish [1] 93/15 6.375 million [1] 208/8 6.7 [1] 52/5 6.75 [1] 73/1 6.75 million [1] 86/21 6.758 [1] 50/22 6.758 million [1] 50/18 60 [2] 52/16 52/16 600 [2] 31/11 156/17 600,000 [1] 52/14 613-6677 [1] 2/18 613-6680 [1] 2/19 65 [10] 75/7 76/8 76/9 76/13 79/12 85/5 91/5 229/14 230/25 234/3 6677 [1] 2/18 6680 [1] 2/19</p>	<p>9 9 million [1] 198/2 92127 [1] 2/17 994,000 [1] 51/14 9:00 [2] 168/3 168/4 9:00 o'clock [1] 168/5 9:11 [1] 4/2 9th [21] 155/25 156/13 157/13 157/16 160/6 160/8 160/12 160/25 161/12 161/22 162/4 162/4 163/13 163/18 164/19 169/14 229/19 229/20 229/21 230/12 230/21</p>	<p>91/6 96/14 97/1 102/5 106/23 108/1 108/4 112/14 113/14 113/15 114/17 114/18 116/24 116/25 120/1 120/5 124/8 125/13 129/3 129/19 129/20 132/2 134/4 135/20 136/4 137/10 139/14 139/21 141/5 143/20 143/24 147/21 148/1 148/6 149/22 151/11 151/17 152/22 153/8 153/24 156/12 157/20 158/17 160/25 161/17 164/25 171/19 173/12 176/24 177/1 177/23 179/23 180/24</p>	<p>6 6 million [1] 51/18 6 percent [3] 96/2 183/7 200/19 6 percent-ish [1] 93/15 6.375 million [1] 208/8 6.7 [1] 52/5 6.75 [1] 73/1 6.75 million [1] 86/21 6.758 [1] 50/22 6.758 million [1] 50/18 60 [2] 52/16 52/16 600 [2] 31/11 156/17 600,000 [1] 52/14 613-6677 [1] 2/18 613-6680 [1] 2/19 65 [10] 75/7 76/8 76/9 76/13 79/12 85/5 91/5 229/14 230/25 234/3 6677 [1] 2/18 6680 [1] 2/19</p>	<p>6 6 million [1] 51/18 6 percent [3] 96/2 183/7 200/19 6 percent-ish [1] 93/15 6.375 million [1] 208/8 6.7 [1] 52/5 6.75 [1] 73/1 6.75 million [1] 86/21 6.758 [1] 50/22 6.758 million [1] 50/18 60 [2] 52/16 52/16 600 [2] 31/11 156/17 600,000 [1] 52/14 613-6677 [1] 2/18 613-6680 [1] 2/19 65 [10] 75/7 76/8 76/9 76/13 79/12 85/5 91/5 229/14 230/25 234/3 6677 [1] 2/18 6680 [1] 2/19</p>
<p>7 7 million [1] 68/17 7 percent [1] 219/10</p>	<p>7 7 million [1] 68/17 7 percent [1] 219/10</p>	<p>7 7 million [1] 68/17 7 percent [1] 219/10</p>	<p>7 7 million [1] 68/17 7 percent [1] 219/10</p>	<p>7 7 million [1] 68/17 7 percent [1] 219/10</p>

(3) 50 million... - actually

<p>A add [10] 35/23 52/16 59/18 86/3 113/22 114/3 138/17 148/9 164/10 185/22 additional [10] 17/19 41/9 41/25 54/5 86/20 142/3 146/23 178/25 210/8 219/21 Additionally [1] 154/8 address [9] 20/1 32/17 35/8 48/22 54/16 60/8 63/6 86/7 154/5 addressed [12] 24/24 24/24 25/3 33/3 34/24 35/1 36/18 38/15 38/17 75/3 144/23 211/15 adequate [1] 61/21 adequately [1] 36/7 adjudication [1] 234/12 administrative [1] 25/12 admissible [1] 113/19 admission [1] 113/20 admit [6] 48/16 119/14 142/17 143/2 153/10 170/2 admits [1] 109/6 admitted [17] 34/3 56/3 71/17 116/21 119/16 119/17 141/13 141/15 141/16 141/17 142/21 143/4 143/5 170/4 170/5 170/7 189/11 admitting [1] 153/8 advance [4] 157/12 164/25 165/4 212/8 advanced [1] 76/22 advancing [1] 157/7 advantage [2] 8/23 95/12 advise [1] 59/15</p>	<p>Advisors [4] 11/5 109/24 127/15 184/21 affairs [1] 223/25 affect [1] 75/23 affiliates [1] 190/18 affirmed [1] 79/20 after [36] 69/4 70/20 76/19 83/14 90/22 98/18 99/7 112/4 112/4 120/5 121/3 121/4 126/21 128/24 135/23 140/9 144/11 149/1 149/16 154/25 176/3 177/2 185/1 185/3 191/5 191/8 191/11 193/22 197/23 199/23 201/15 202/1 204/25 212/7 223/10 234/8 afternoon [4] 87/11 87/16 155/22 179/20 again [64] 4/19 18/1 19/2 21/11 26/5 26/7 28/10 28/12 29/2 33/16 34/13 36/20 37/1 37/25 39/19 39/22 40/9 40/10 41/21 43/6 46/24 49/25 56/24 63/11 71/24 85/4 99/7 99/9 101/9 107/22 111/5 121/9 122/12 122/23 135/8 135/22 139/3 139/9 140/9 140/12 145/5 146/18 150/22 151/14 157/17 160/5 168/7 169/3 170/19 171/4 175/4 175/21 176/16 181/19 186/1 189/23 191/17 201/12 208/20 216/15 217/9 220/11 227/1 227/7 against [6] 29/23 57/11 113/19 113/21 151/21 196/24 agency [1] 209/15 agent [2] 144/10 185/13</p>	<p>agents [14] 56/10 106/21 110/4 110/6 110/10 133/9 137/18 149/18 150/10 185/17 190/18 216/13 217/4 218/16 aggregate [1] 221/16 ago [14] 6/9 6/20 16/16 18/23 18/23 39/5 39/6 40/3 63/3 114/7 199/3 199/5 199/7 210/22 agree [12] 11/8 44/9 67/11 75/10 78/6 148/14 148/16 148/17 165/3 204/6 224/13 233/8 agreed [3] 16/10 211/19 220/5 agreement [48] 6/12 9/17 9/25 13/16 13/18 14/20 16/9 21/3 44/11 48/13 48/17 49/23 53/17 73/21 74/18 95/8 97/6 98/11 98/12 98/15 103/24 104/1 104/10 116/11 123/14 125/10 131/8 132/22 138/19 142/12 181/24 190/16 190/24 191/1 200/15 203/18 208/18 208/22 209/1 210/16 211/17 212/1 212/19 214/3 214/4 215/25 220/15 226/23 agreements [1] 48/21 ahead [18] 4/6 21/12 87/9 93/24 97/9 102/15 106/19 114/2 114/15 125/6 128/12 148/19 151/10 180/7 188/15 196/15 206/13 224/18 ALDRICH [35] 3/5 3/6 4/9 14/3 18/1 46/7 48/14 52/21 54/10 55/12 57/5 58/14 62/8 72/17 81/15 82/17 83/12</p>	<p>86/3 87/12 88/12 118/2 118/6 148/19 152/20 154/8 156/7 156/23 160/18 164/9 168/16 169/23 230/18 232/21 233/6 234/21 Aldrich's [2] 8/9 17/10 all [254] allegation [12] 13/7 23/9 24/22 26/3 27/23 29/8 36/1 129/23 130/17 134/21 134/23 151/4 allegations [6] 11/4 27/7 65/21 66/22 144/23 158/6 allege [1] 29/15 alleged [36] 10/14 11/25 18/24 21/9 24/17 25/1 25/11 25/13 26/14 26/15 26/23 27/9 28/8 28/14 29/19 32/21 34/25 39/24 75/25 114/17 129/20 129/21 130/18 131/23 134/22 137/9 138/4 139/6 139/22 143/8 144/17 145/20 150/23 172/21 195/8 217/12 allegedly [1] 37/21 alleging [1] 11/6 allow [12] 27/9 28/2 30/25 34/19 50/8 61/2 81/8 124/17 125/3 143/9 153/6 220/1 allowed [10] 13/6 21/3 21/3 49/1 58/3 139/23 143/11 144/4 144/16 226/17 allowing [2] 17/6 27/23 allows [2] 14/20 104/1 alludes [1] 37/7 almost [5] 6/9 43/8 57/8 65/16 130/13 alone [1] 33/11 along [11] 34/24</p>	<p>70/7 111/14 116/3 141/2 181/16 200/8 202/8 206/1 233/19 233/24 already [29] 10/12 11/13 18/2 20/2 21/13 40/6 71/22 80/17 86/11 104/25 125/3 136/2 151/15 159/25 160/4 160/23 162/2 172/23 175/10 182/11 182/21 186/20 205/1 208/2 211/15 212/1 224/6 225/4 232/13 also [45] 4/16 4/18 8/21 10/23 11/14 14/21 18/8 21/21 28/4 32/25 33/3 34/24 39/24 41/15 47/21 56/5 66/14 73/17 73/25 82/8 87/19 92/3 96/7 101/2 123/9 125/17 128/18 128/18 142/5 143/2 144/11 147/25 155/24 159/24 160/12 169/12 172/1 180/4 181/5 193/3 195/21 198/4 203/4 206/2 212/17 although [4] 37/7 75/2 102/1 193/24 always [6] 46/9 62/10 109/25 110/24 124/4 143/14 am [4] 92/12 169/25 179/7 189/14 ambiguous [2] 172/1 175/22 amend [1] 114/10 amended [8] 17/17 33/4 33/8 33/10 189/13 189/20 189/24 212/21 amendment [1] 212/20 America [2] 7/8 184/5 American [1] 218/8 among [3] 60/7 63/15 118/12</p>
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(4) add - among

A	13/17 13/17 16/13 17/18 18/20 20/9 21/2 21/8 21/16 22/11 24/18 29/4 29/17 35/24 36/5 36/12 37/11 40/15 41/6 41/24 45/1 46/19 56/15 56/15 56/21 57/1 67/9 67/14 68/17 72/10 79/24 89/7 91/9 96/10 96/19 98/3 99/23 99/23 103/19 110/7 112/23 113/2 115/15 116/16 116/16 120/18 120/20 121/7 121/8 121/8 125/22 126/4 133/12 143/12 144/5 144/21 145/16 146/23 148/14 149/9 149/13 150/5 150/6 152/5 153/9 158/4 158/7 164/25 171/7 177/23 180/14 180/15 181/13 183/5 183/17 190/20 193/12 201/17 201/18 205/14 207/16 207/21 209/20 210/8 210/25 211/1 217/5 219/16 221/14 221/22 222/25 223/8 224/1 225/9 226/1 226/4 227/13 227/16 231/11 233/1 233/25 234/10 234/21 234/22 anybody [2] 26/24 35/21 anymore [1] 143/16 anyone [1] 144/5 anything [41] 13/5 27/8 29/9 30/2 44/16 45/17 55/14 57/3 58/7 78/3 79/23 90/20 110/12 110/18 111/24 113/24 116/16 121/9 125/22 133/15 135/5 138/20 140/5 144/1 148/1 148/9 149/10 163/7 164/9 164/21	165/23 168/15 169/21 177/23 181/4 183/2 188/2 191/6 210/15 227/25 234/21 anyway [16] 33/24 38/13 60/25 66/18 71/21 75/15 76/4 85/21 91/17 147/13 161/15 164/16 166/1 180/6 229/11 236/12 anywhere [2] 17/13 56/14 apologies [1] 158/22 apologize [2] 14/14 117/22 apparent [2] 6/22 37/3 apparently [1] 59/24 appeal [2] 62/1 79/20 appeals [1] 231/4 appear [3] 67/8 82/11 163/6 appearance [1] 120/6 appearances [4] 2/1 2/21 4/7 87/10 appears [5] 62/23 76/17 77/24 102/24 233/11 appease [1] 140/11 appellant [1] 37/7 appellant's [1] 37/13 appellate [2] 79/19 234/15 Appendix [1] 86/9 applicable [2] 29/21 150/24 application [7] 40/2 41/12 42/16 45/8 67/22 76/20 76/23 applications [5] 24/8 24/14 24/20 39/5 103/20 applied [5] 38/10 103/14 104/8 104/9 105/2 applies [1] 39/9 apply [7] 12/23 39/1 103/11 103/12 104/5 104/18	216/10 appoint [9] 5/19 17/22 18/7 33/19 35/12 35/16 65/5 65/16 73/9 appointed [7] 14/22 16/3 35/25 58/23 59/4 65/24 73/16 appointment [9] 5/8 14/10 30/19 35/9 36/15 37/13 38/12 38/21 82/1 appoints [1] 59/3 appreciate [1] 62/17 apprised [2] 54/19 55/9 approach [1] 117/20 approached [2] 46/4 182/8 appropriate [10] 6/6 7/4 34/14 75/12 130/9 148/3 177/11 200/17 200/24 200/24 appropriately [2] 97/21 194/16 approval [2] 71/8 209/10 approve [1] 99/18 approved [17] 21/10 23/25 55/16 67/24 98/19 103/6 104/20 122/18 130/18 130/21 130/22 131/5 207/19 208/10 209/14 209/15 209/18 approving [1] 104/11 approximately [2] 92/16 104/16 April [1] 230/4 arbitration [3] 74/10 74/16 74/17 arduous [1] 233/8 are [155] 7/20 9/18 10/10 11/3 12/3 12/9 12/24 15/7 15/18 16/25 17/13 18/2 18/16 18/16 19/22 19/23 19/24 20/7 20/15 22/15 22/25 23/15 24/9 24/11 24/13	24/14 24/25 25/12 25/15 25/18 25/22 25/24 26/1 26/12 27/7 28/14 29/14 30/15 33/22 34/13 34/21 37/2 37/10 39/2 39/4 39/7 42/8 45/4 45/5 47/7 48/10 49/18 51/6 51/10 51/12 53/9 54/12 55/11 55/13 56/5 57/19 58/3 58/20 59/9 60/1 60/9 60/25 60/25 61/20 62/22 62/22 63/13 65/23 66/5 66/14 67/23 68/11 69/4 70/13 70/22 71/7 73/11 75/11 80/9 80/15 81/8 81/17 83/14 87/15 92/11 95/5 95/24 96/13 97/16 97/18 103/20 104/17 113/8 118/16 119/20 132/10 133/16 135/8 136/9 136/14 137/6 142/13 142/17 144/21 144/23 145/20 146/24 151/2 154/9 156/17 156/23 157/14 159/13 161/21 162/15 163/13 165/6 166/2 166/20 167/7 167/23 168/7 169/5 169/23 170/16 171/15 171/18 171/25 176/20 177/17 185/5 185/7 185/9 189/3 192/7 192/16 194/3 202/4 202/5 210/3 221/12 222/2 227/18 227/18 229/22 229/23 230/22 230/22 232/13 233/20 area [3] 75/4 137/1 171/8 aren't [6] 39/21 51/5 51/5 58/20 210/14 236/2 argue [5] 7/20 50/8 82/11 83/14 83/20 argued [1] 153/4
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(5) amount - argued

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(6) arguing - bank

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(18) forget - give

<p>G give... [37] 110/22 111/21 112/19 112/20 116/15 121/8 122/22 124/14 125/20 125/25 125/25 125/25 126/15 129/10 134/17 134/19 135/25 142/23 145/15 150/24 174/23 178/21 187/4 187/11 201/1 201/4 203/19 209/16 211/17 212/14 213/22 224/4 224/14 227/12 228/17 234/22 235/3 given [29] 11/7 39/16 47/16 47/16 58/21 63/18 72/20 91/9 121/4 121/13 125/21 144/11 145/17 149/9 178/23 203/14 203/22 204/11 204/15 207/6 209/12 210/6 211/1 220/8 221/18 221/25 227/22 228/4 234/8 gives [6] 48/7 54/17 54/18 119/21 124/8 234/4 giving [11] 12/17 16/23 30/7 54/7 98/5 99/8 101/21 132/5 185/17 185/20 211/20 go [100] 4/6 4/22 7/24 8/18 9/4 15/6 16/17 21/5 25/24 27/4 27/16 27/20 27/22 27/23 28/2 28/5 31/6 32/9 34/6 34/11 37/17 41/10 46/17 51/13 51/16 52/8 53/20 55/21 55/21 56/1 58/2 60/10 64/9 68/2 70/7 70/11 70/12 70/25 74/7 80/13 83/16 84/22 84/25 85/4 87/2 87/4 87/4 87/9 87/9 87/21 88/6 93/24 99/8</p>	<p>101/16 102/15 106/19 107/19 112/8 112/9 114/2 114/15 117/23 124/18 125/14 128/12 131/18 132/18 132/25 140/23 145/14 147/9 148/19 149/18 150/1 151/10 155/20 159/7 173/16 175/17 176/5 180/7 187/12 188/15 190/7 195/18 196/15 199/18 206/13 211/22 212/22 212/23 218/18 219/3 219/10 221/2 223/15 224/18 225/20 235/5 236/21 God [1] 78/10 goes [16] 10/18 13/10 21/20 46/14 72/6 77/15 86/10 103/9 124/3 131/2 150/8 150/9 178/16 227/1 227/1 227/7 going [175] 5/22 6/2 8/16 10/3 10/6 10/20 10/21 11/1 12/4 12/24 15/7 15/10 15/23 15/24 16/2 16/5 16/6 16/7 16/14 18/4 18/8 19/1 23/13 24/19 27/20 28/2 28/25 30/24 32/8 32/15 41/2 43/4 43/22 43/23 43/24 45/6 45/8 46/15 46/17 48/14 55/2 56/1 57/2 57/22 58/7 59/5 60/5 62/23 64/5 64/14 65/1 66/16 67/25 70/18 71/2 73/24 81/8 81/8 83/16 85/21 85/24 85/24 87/21 88/14 88/22 89/2 89/13 89/14 89/18 89/18 89/23 91/7 96/17 98/7 98/24 99/8 100/7 105/12 106/3 106/6 107/12 107/19 107/19</p>	<p>107/21 109/19 111/15 112/8 112/22 113/2 113/3 116/23 118/23 121/5 122/17 124/5 125/20 126/14 128/11 130/6 132/4 132/7 133/4 134/18 135/15 136/9 136/24 141/5 141/19 146/22 146/25 147/19 147/24 149/19 150/18 151/18 151/23 153/1 154/5 154/7 158/3 158/4 158/7 160/21 161/5 161/14 161/25 162/10 164/14 164/16 165/11 165/24 166/12 166/16 167/23 169/12 170/18 172/4 176/13 177/5 177/15 177/16 177/17 179/12 185/13 185/14 185/21 187/6 187/11 188/3 188/21 190/25 195/25 207/25 208/18 208/24 212/17 217/8 222/5 222/11 222/15 229/11 229/13 229/13 229/14 230/11 230/15 231/1 231/2 231/16 231/21 233/25 235/3 235/17 235/23 236/6 gone [13] 26/5 28/17 30/12 34/1 35/13 46/4 57/9 80/17 83/8 131/20 136/1 160/20 193/25 good [29] 4/8 4/14 4/19 5/11 6/1 16/8 18/21 45/13 61/11 72/18 77/7 82/13 84/19 84/21 87/11 87/16 121/10 125/1 137/16 152/13 155/11 155/16 179/20 216/8 218/23 218/23 222/19 233/19</p>	<p>234/18 good-faith [1] 16/8 got [70] 8/25 10/16 13/3 15/8 19/5 24/9 29/6 30/5 31/14 31/15 32/6 36/1 36/10 43/18 44/13 52/14 57/14 57/15 57/18 57/21 59/5 59/6 59/6 66/15 72/17 72/18 78/6 79/25 94/17 110/7 110/7 111/13 116/7 117/13 122/17 125/23 131/23 132/24 133/24 134/19 142/16 147/3 150/21 156/9 156/10 156/17 161/4 161/12 164/15 166/3 191/7 193/6 199/15 202/14 207/11 214/21 215/8 215/11 215/14 217/2 217/12 217/13 218/6 220/16 232/13 232/14 235/19 236/8 236/11 236/18 gotten [2] 26/21 29/6 government [12] 21/10 34/19 99/17 121/24 123/18 125/3 130/18 130/21 130/22 183/2 209/15 233/1 government-appro ved [4] 21/10 130/18 130/21 130/22 grab [3] 94/9 140/23 146/4 grading [3] 130/25 131/13 131/15 grant [6] 30/24 33/12 34/22 35/5 35/5 41/22 granted [2] 31/2 38/19 granting [1] 6/16 great [6] 9/19 30/10 30/11 215/6 216/6 216/12</p>	<p>greatest [1] 94/7 greedy [1] 150/9 GREER [27] 2/13 2/14 4/16 24/3 27/5 32/2 38/25 39/17 58/14 59/23 82/10 86/8 87/18 89/14 117/9 118/14 152/23 153/6 153/7 161/25 175/6 179/5 179/6 179/14 179/16 206/9 230/18 Greer's [2] 18/22 21/5 GREERLAW.BIZ [1] 2/20 ground [3] 64/23 116/4 209/4 grounds [1] 151/16 group [1] 107/8 grown [1] 35/21 guarantee [9] 10/2 10/7 10/15 93/16 98/6 183/8 190/19 190/22 219/14 guess [25] 8/10 33/20 42/4 43/21 47/5 66/11 67/7 68/5 68/5 69/23 71/21 78/5 86/20 90/3 119/13 136/11 145/23 152/23 155/16 156/8 158/16 165/14 165/15 174/5 209/19 guidance [1] 17/23 guidelines [1] 21/4 guise [1] 146/6 guns [2] 183/23 183/24 guy [3] 34/16 41/18 149/24 guys [2] 80/3 120/4</p>
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(19) give... - had

<p>H had... [155] 55/18 56/3 56/24 59/23 61/7 61/9 62/12 62/21 64/13 78/4 78/10 84/3 85/9 89/10 89/11 90/24 91/10 91/14 97/2 97/4 97/5 98/18 98/19 98/24 100/17 101/11 101/16 105/10 106/22 106/24 107/1 107/3 107/4 107/21 107/23 108/18 108/18 108/19 109/11 109/21 111/6 111/7 116/7 119/9 120/9 120/18 120/20 120/22 121/6 121/7 121/10 122/21 123/14 125/5 126/8 128/14 128/17 128/18 128/23 128/24 130/4 130/8 130/9 130/10 130/23 130/23 131/3 131/5 131/5 131/12 132/5 132/8 132/14 132/20 134/4 135/11 136/2 136/4 137/11 138/1 138/3 140/7 140/8 140/16 145/16 145/25 147/19 147/20 147/20 150/1 152/4 152/22 152/22 172/11 172/17 172/23 173/13 174/25 175/3 175/7 175/9 175/17 176/7 176/12 178/5 178/23 180/14 181/5 181/23 182/18 182/19 184/3 184/6 184/18 200/9 200/20 200/21 201/10 201/21 202/6 202/10 202/23 203/15 204/19 205/15 205/16 206/23 207/19 207/19 211/12 211/13 213/4 213/17 213/18 215/24 216/14</p>	<p>216/20 218/2 218/16 219/2 219/7 219/22 220/7 220/16 220/18 222/24 223/13 228/21 228/21 228/22 228/24 228/25 229/2 238/6 238/12 hadn't [6] 110/18 114/7 115/18 131/14 135/4 143/19 half [11] 54/1 70/19 88/18 89/8 89/25 90/5 121/14 123/17 134/4 179/6 203/9 hall [1] 162/10 hallmark [2] 91/14 174/12 hammer [2] 62/19 73/8 hamper [1] 8/17 hampering [1] 59/9 hand [8] 130/13 187/21 187/21 191/15 191/15 191/19 212/4 221/3 handcuffs [1] 58/2 handed [1] 194/6 handle [4] 81/19 81/22 93/12 168/6 hands [10] 8/7 10/24 12/21 12/23 13/7 24/4 38/25 39/1 39/7 39/8 Hang [1] 196/7 happen [11] 13/6 15/10 16/2 16/14 46/11 54/15 67/23 90/5 115/7 177/2 220/14 happened [13] 8/2 8/6 45/24 54/15 60/21 85/8 92/25 112/11 143/19 147/19 152/4 205/25 220/6 happening [8] 16/18 30/9 32/7 34/14 43/16 138/11 182/3 222/12 happens [4] 27/1 40/3 75/9 166/19 happy [4] 64/9 84/9 94/15 137/19</p>	<p>hard [7] 50/17 50/24 51/1 51/2 52/1 52/19 110/20 harmed [1] 18/16 harms [1] 35/18 harsh [1] 35/10 has [103] 6/22 7/9 8/6 10/12 14/22 15/13 15/15 15/22 17/22 18/25 19/10 19/17 20/17 20/19 21/1 23/3 24/17 24/21 24/23 24/24 25/4 25/23 28/4 28/5 28/16 29/24 30/12 32/22 34/1 34/7 34/10 34/12 35/21 36/21 42/21 51/19 51/25 54/15 54/16 54/20 55/18 55/20 55/23 56/2 57/8 57/9 60/11 68/6 69/2 70/21 71/8 71/9 81/1 81/2 85/8 85/10 85/11 87/25 90/8 90/19 91/7 103/6 103/22 103/24 104/1 104/20 114/8 116/25 122/13 122/18 123/5 130/20 130/24 131/20 133/10 134/9 134/23 137/1 137/20 139/23 139/24 140/18 142/14 148/21 149/8 149/13 153/6 171/7 173/14 175/6 197/9 203/24 207/5 207/7 211/15 214/9 214/19 216/9 221/14 231/7 231/11 234/14 236/14 hasn't [5] 75/2 144/20 163/11 233/12 236/19 haste [1] 46/19 hate [1] 18/14 have [356] haven't [20] 26/23 26/23 28/9 29/8 36/19 39/14 41/18 77/18 85/8 102/18 112/24 131/11 134/11 134/12 134/12 153/4 159/2</p>	<p>165/19 177/12 180/14 having [14] 19/11 23/22 45/10 59/3 80/18 91/23 135/18 152/23 160/25 161/11 167/7 215/16 218/10 219/14 hazard [1] 140/20 he [346] he'd [2] 56/4 135/3 he's [52] 10/3 10/4 10/4 15/23 15/24 58/8 71/9 84/21 102/10 102/21 113/1 113/3 113/14 114/9 124/12 126/12 126/14 134/2 134/18 136/24 137/4 137/19 139/20 145/13 145/17 150/12 150/19 150/21 151/13 158/7 171/8 173/3 173/10 173/11 173/12 174/4 174/10 176/16 178/15 180/1 180/1 180/2 196/10 206/8 207/4 209/18 210/12 211/5 211/11 211/12 224/7 229/5 head [3] 135/15 145/2 145/9 headline [1] 184/10 heads [1] 136/15 hear [16] 14/2 73/6 82/8 82/8 82/23 84/5 88/1 153/17 154/1 155/4 162/19 163/20 189/9 189/15 194/23 214/12 heard [28] 8/11 8/11 13/20 34/10 56/2 63/16 71/22 73/25 74/8 74/15 77/13 77/17 77/21 78/11 81/11 154/11 154/13 154/14 156/13 157/15 157/18 159/18 162/20 164/17 165/23 166/12</p>	<p>167/2 233/10 hearing [37] 1/16 5/18 8/19 30/12 34/1 42/15 42/17 72/6 76/14 76/20 77/16 78/11 80/19 84/4 84/5 89/11 91/11 94/10 109/14 114/18 118/13 118/16 127/19 154/11 156/21 157/24 159/1 163/10 163/18 166/10 214/13 229/17 229/18 234/5 234/8 235/19 235/25 hearings [5] 63/3 76/22 78/10 163/2 163/4 hearsay [17] 48/25 50/1 72/16 113/8 113/15 113/17 136/21 137/6 170/22 173/4 176/15 176/19 178/13 178/18 178/19 194/9 194/10 heat [1] 94/21 heavy [1] 138/12 heck [2] 85/7 122/7 hedged [1] 34/4 held [8] 37/21 115/17 154/17 159/9 160/17 164/7 168/13 196/12 hell [2] 145/13 146/22 help [2] 17/5 118/6 helping [1] 4/10 HENDERSON [1] 2/7 her [2] 39/21 154/16 here [114] 4/22 6/12 7/11 9/3 11/2 11/3 11/11 13/14 15/10 17/2 23/5 23/22 24/3 24/17 24/21 24/25 25/15 27/1 28/16 30/10 30/14 30/19 32/1 32/8 32/11 32/15 32/16 32/18 35/2 35/19 36/1 37/4 37/15 38/11 38/20</p>
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(25) kind... - like

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(26) like... - make

M	111/22 111/23 115/5 115/9 115/10 115/13 121/4 123/4 124/4 125/18 126/9 126/13 127/4 127/20 128/1 128/6 128/14 128/17 128/23 129/1 129/2 129/3 129/4 129/14 129/17 130/15 146/7 146/8 146/9 146/9 146/10 146/12 150/15 185/4 185/4 185/5 185/7 185/8 185/10 185/12 186/5 186/13 186/16 187/8 187/10 192/1 192/4 192/11 192/13 192/13 193/3 193/5 193/15 193/15 195/5 markets [2] 94/4 103/9 marshal [1] 46/23 master [6] 30/20 30/25 36/22 58/13 59/14 167/17 match [1] 115/25 matched [1] 228/10 matching [1] 140/7 material [4] 7/21 54/22 67/9 131/24 materials [1] 194/1 matter [17] 13/1 37/12 46/3 49/20 49/21 49/22 62/25 74/15 81/21 91/18 179/14 191/7 196/14 231/20 233/10 234/17 238/6 matting [1] 49/14 matters [4] 49/9 49/10 73/1 91/3 may [27] 11/10 13/2 30/18 40/24 58/5 58/5 58/22 59/20 73/4 76/21 90/2 90/2 92/1 92/8 95/22 116/25 117/20 117/21 143/2 160/9 162/13 162/18 163/21	166/5 185/1 187/23 196/10 May 12th [1] 11/10 May 2016 [1] 13/2 maybe [16] 9/8 14/15 16/17 51/15 55/1 55/1 66/22 86/14 86/17 150/12 155/17 157/20 161/3 167/22 232/11 235/7 McKenzie [1] 100/3 me [77] 4/10 4/11 4/17 30/10 32/2 32/18 34/12 38/23 39/10 46/23 55/4 62/8 62/23 63/1 63/8 66/24 66/25 71/22 76/17 77/10 77/24 79/5 80/16 81/9 82/5 84/9 87/13 94/14 95/3 95/17 96/10 105/24 109/17 111/20 111/20 111/22 112/21 113/4 114/18 118/10 122/23 122/25 124/5 129/10 132/3 132/24 138/17 139/4 142/1 143/23 145/10 147/16 149/12 150/22 152/14 155/11 158/25 162/11 169/3 170/12 172/3 174/3 178/21 181/25 183/25 186/8 187/14 187/25 188/23 192/7 194/15 200/3 205/11 205/12 214/2 233/11 234/22 Meacher [11] 4/12 87/14 93/1 116/6 120/5 124/15 130/7 135/3 144/13 150/4 182/10 mean [48] 24/16 32/4 43/11 44/2 46/9 46/14 46/15 48/18 48/19 61/13 62/2 62/11 62/21 65/15 65/19 66/5 67/13 68/5 69/14	69/16 69/17 70/24 70/25 81/20 84/2 85/2 88/5 90/16 90/22 107/15 113/13 120/6 122/2 122/23 148/23 150/6 152/3 153/12 166/2 168/10 171/13 173/22 180/5 186/16 186/18 189/1 212/13 229/24 meaning [7] 26/19 77/20 126/13 130/15 172/21 197/23 205/24 means [4] 13/4 33/9 53/19 73/23 meant [4] 54/23 121/11 121/11 205/21 meat [1] 18/15 mechanic's [2] 216/10 218/20 mechanics' [2] 139/15 216/9 med [1] 85/18 mediator [1] 147/9 medical [2] 91/13 91/16 meet [8] 21/24 23/9 45/23 53/10 55/5 55/24 92/21 107/7 meeting [7] 70/9 90/24 119/23 120/1 120/2 120/5 185/18 meetings [6] 98/10 98/18 98/19 98/20 100/16 182/2 members [4] 121/15 138/10 147/18 211/11 memo [1] 220/13 memorandum [4] 97/3 98/17 100/1 201/19 memory [1] 43/5 mention [2] 50/3 71/23 mentioned [14] 17/10 18/1 24/4 38/25 39/17 41/16 47/9 66/11 81/1 102/5 107/3 137/10 182/7 184/16 mentions [1] 183/18	mercy [1] 8/8 merit [1] 132/8 merits [10] 72/3 72/7 75/8 76/15 76/22 77/23 79/14 229/15 232/6 234/12 met [10] 20/20 24/1 24/12 24/15 26/10 39/5 41/13 71/7 173/13 182/10 Michael [1] 201/1 middle [6] 14/17 18/15 30/18 31/1 36/22 190/8 might [16] 43/11 46/8 46/14 51/16 61/24 61/25 68/7 69/7 76/7 83/6 96/5 108/22 156/16 232/17 234/16 235/5 Mike [10] 4/12 87/14 93/1 94/15 116/6 120/4 120/25 124/15 130/7 135/3 military [1] 92/20 million [80] 8/25 10/13 10/16 36/9 36/11 42/24 43/1 43/23 45/6 50/18 50/22 50/24 51/15 51/18 51/18 51/22 51/23 51/24 52/4 52/12 52/13 52/19 54/1 54/4 56/24 68/17 69/3 70/18 70/19 70/20 86/21 93/15 95/24 96/17 105/8 120/21 120/23 122/23 123/10 123/20 123/24 124/1 124/13 124/17 124/19 125/14 125/15 132/13 132/14 132/18 134/4 183/9 187/6 195/18 195/18 197/22 198/1 198/2 198/3 198/17 198/17 198/17 203/10 208/8 214/21 215/5 215/7 215/21 216/22 216/25 218/5 219/9 219/11 219/17 219/18 219/19
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(27) make... - million

M	moment [3] 141/1 146/8 160/10	184/19 184/20 186/14 186/23 187/10 191/22 192/15 192/25 193/8 193/12 194/4 194/15 195/25 198/19 198/25 199/10 199/16 199/20 199/22 199/25 200/2 200/5 200/6 200/10 200/12 200/18 200/19 200/25 201/9 202/17 203/3 203/10 204/5 204/7 204/8 204/11 205/15 206/19 206/20 214/20 215/4 215/18 215/24 216/18 216/19 217/5 217/8 217/13 218/3 219/7 219/15 219/17 219/21 220/17 220/18 222/12 222/17 228/18 228/23	months' [1] 47/13 Morales [30] 132/22 133/3 133/4 133/8 133/10 133/14 137/11 137/12 137/14 137/24 138/3 156/5 214/20 214/24 214/24 215/16 215/20 216/1 216/2 216/8 216/17 216/18 216/25 218/6 218/7 218/19 219/20 219/22 220/16 220/19 more [59] 10/19 20/19 24/6 26/10 27/2 27/7 27/15 31/21 35/7 36/8 37/1 37/2 37/3 37/16 39/5 39/6 45/12 56/25 59/19 63/9 68/19 79/23 80/14 83/2 90/19 91/9 106/13 113/22 114/3 122/3 125/17 130/10 135/25 138/17 146/4 158/4 158/7 158/8 160/22 162/11 163/19 164/14 183/24 199/3 199/5 199/7 217/3 217/9 217/19 219/3 221/15 221/17 222/20 222/21 222/22 222/23 223/1 223/2 224/20 morning [9] 4/8 4/14 4/20 18/21 81/23 82/9 83/11 159/2 163/10 mortgage [3] 36/18 195/12 216/11 most [9] 6/2 14/25 20/15 52/22 127/9 131/13 132/21 164/18 167/22 motion [78] 5/7 5/15 5/18 5/20 5/21 9/12 11/1 13/22 14/8 19/8 19/12 19/13 23/14 30/14 30/19 32/13 33/12 33/19 33/22 35/5 35/6 35/8 36/21 37/13 37/23 38/18	38/20 38/21 43/24 45/11 56/19 60/20 60/21 61/1 61/14 65/5 80/14 81/14 86/6 118/13 152/24 152/24 153/3 153/17 153/24 154/8 154/13 156/3 156/10 156/11 156/15 157/13 157/18 158/3 158/17 158/18 158/25 159/1 159/21 159/21 159/24 163/5 163/9 163/17 163/17 164/15 165/13 165/13 165/16 165/19 167/17 168/8 168/9 168/24 169/3 169/5 231/25 235/25 motions [31] 5/8 5/13 6/3 36/16 80/7 81/8 82/23 83/15 83/20 154/3 154/4 154/7 155/4 155/22 156/10 157/4 159/11 160/22 162/20 163/5 163/19 165/6 165/12 165/14 166/4 166/6 166/13 166/13 166/16 168/8 236/4 motivation [1] 135/18 mouth [2] 18/22 202/5 move [48] 16/7 17/21 24/20 32/12 41/9 43/2 44/11 75/5 81/8 93/19 113/7 114/12 119/14 123/21 126/23 133/25 140/13 142/16 143/2 147/10 150/14 151/25 153/25 155/22 155/25 156/9 160/3 161/23 164/18 164/21 165/17 165/22 170/2 173/2 175/25 176/9 176/15 177/13 191/10 194/8 195/7 196/2 206/5 206/6
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(28) million... - move

<p>M move... [4] 214/16 230/8 233/4 236/11 moved [7] 136/4 154/11 158/18 162/3 163/13 163/18 196/8 moving [14] 5/24 7/12 24/14 30/11 58/15 69/7 91/18 117/2 140/11 156/9 158/17 160/4 160/24 233/24 Mr [4] 14/3 83/12 84/24 214/19 Mr. [149] 8/9 8/9 10/3 11/15 15/14 15/22 17/10 18/1 18/22 19/18 20/11 20/17 21/5 24/3 24/18 25/6 27/5 27/13 27/15 27/20 29/23 32/2 34/2 38/25 39/17 40/7 40/7 40/24 46/7 48/14 52/3 52/21 54/10 54/16 55/5 55/12 56/2 56/13 56/16 57/5 58/14 58/14 58/14 58/14 59/23 62/8 63/23 71/9 72/17 72/24 79/25 80/1 81/15 82/10 82/17 83/19 84/1 84/6 86/3 86/8 88/3 88/3 88/4 88/9 88/12 88/23 88/25 89/14 90/10 91/20 92/22 93/1 95/6 96/9 105/25 106/22 106/22 108/5 109/11 111/10 114/23 117/1 117/9 118/2 118/6 118/14 119/21 127/18 128/5 128/10 129/7 129/7 129/13 129/13 134/4 137/11 137/12 137/14 144/10 144/13 148/6 148/19 151/1 151/5 152/20 152/23 153/6 153/7 154/8 156/7 156/23 160/18 161/25 162/10 162/19 164/9 168/16</p>	<p>169/23 175/6 178/23 179/5 179/6 179/14 179/16 179/20 180/2 182/8 182/10 182/18 184/3 185/24 185/24 198/24 204/12 204/13 206/9 207/7 209/13 210/7 211/1 223/7 224/4 225/3 226/6 230/18 230/18 232/21 233/6 234/21 Mr. Aldrich [29] 18/1 46/7 48/14 52/21 54/10 55/12 57/5 58/14 62/8 72/17 81/15 82/17 86/3 88/12 118/2 118/6 148/19 152/20 154/8 156/7 156/23 160/18 164/9 168/16 169/23 230/18 232/21 233/6 234/21 Mr. Aldrich's [2] 8/9 17/10 Mr. Dziubla [58] 11/15 15/22 19/18 20/11 20/17 24/18 25/6 27/13 27/15 27/20 29/23 34/2 40/7 52/3 54/16 55/5 56/2 58/14 63/23 71/9 92/22 93/1 95/6 106/22 109/11 111/10 114/23 117/1 119/21 127/18 128/5 128/10 129/7 129/13 134/4 137/11 137/12 137/14 144/10 148/6 151/1 151/5 162/19 178/23 180/2 182/8 182/18 184/3 204/12 204/13 207/7 209/13 210/7 211/1 223/7 224/4 225/3 226/6 Mr. Dziubla's [1] 40/24 Mr. Fleming [7] 40/7 79/25 88/3 88/4 106/22 129/7</p>	<p>129/13 Mr. Fleming you [1] 88/3 Mr. Greer [23] 24/3 27/5 32/2 38/25 39/17 58/14 59/23 82/10 86/8 89/14 117/9 118/14 152/23 153/6 153/7 161/25 175/6 179/5 179/6 179/14 179/16 206/9 230/18 Mr. Greer's [2] 18/22 21/5 Mr. Holocek [1] 198/24 Mr. Meacher [2] 144/13 182/10 Mr. Piazza [21] 10/3 15/14 56/13 56/16 58/14 72/24 80/1 83/19 84/6 88/9 88/23 88/25 90/10 91/20 96/9 105/25 108/5 162/10 179/20 185/24 185/24 Mr. Piazza's [2] 8/9 84/1 Ms. [11] 9/15 9/20 16/22 17/12 21/20 24/24 33/5 39/21 41/15 52/22 60/7 Ms. DeBono [3] 9/15 9/20 16/22 Ms. DeBono's [1] 52/22 Ms. Holbert [2] 17/12 33/5 Ms. Holmes [5] 21/20 24/24 39/21 41/15 60/7 much [17] 10/16 11/5 51/1 51/3 51/10 62/12 65/11 85/5 88/12 102/11 131/12 135/8 184/15 200/12 201/5 206/19 218/21 multiple [3] 78/5 109/21 231/9 multiplied [1] 50/19 multiplier [3] 50/20 50/22 73/2 multiply [1] 50/23</p>	<p>must [2] 21/23 89/6 my [115] 4/10 8/10 12/21 20/7 23/17 27/11 27/14 29/16 30/4 30/10 31/5 34/15 34/18 39/3 39/10 41/25 42/22 44/24 45/23 46/16 59/5 59/25 60/10 60/23 61/13 61/16 62/10 62/17 63/3 63/7 64/17 64/25 66/19 66/24 68/1 68/7 69/25 72/2 78/2 78/9 79/8 79/15 80/12 80/15 82/24 82/25 84/2 84/17 84/18 84/18 84/23 85/3 87/12 90/18 95/12 107/17 111/20 113/13 116/3 118/5 121/13 121/15 121/15 135/9 136/25 143/11 143/20 143/20 144/22 145/2 145/6 145/9 147/18 147/22 150/20 153/14 153/24 155/21 156/9 158/22 160/10 163/24 164/12 167/17 168/17 171/5 173/17 182/1 182/20 182/22 184/6 188/9 188/14 188/24 188/25 191/7 194/22 201/23 202/5 211/14 212/22 213/22 213/22 213/25 224/11 231/25 235/13 235/18 235/24 235/25 236/13 238/9 238/11 238/14 238/14 myself [4] 141/5 164/12 181/11 231/23</p>	<p>106/13 nature [2] 25/12 55/20 nearly [2] 25/18 86/16 necessarily [3] 61/21 62/17 74/1 necessary [6] 9/11 15/11 15/18 172/24 208/2 232/13 need [76] 8/11 11/17 14/6 15/1 15/24 16/6 16/7 17/16 18/6 26/25 29/10 33/25 35/7 41/9 41/13 45/8 45/15 46/23 56/13 57/13 57/25 58/1 58/8 63/5 63/16 63/16 63/19 63/20 67/25 69/2 70/2 71/19 83/25 84/16 88/17 90/5 99/1 99/21 100/1 100/6 102/12 105/15 105/23 125/11 125/17 126/22 141/4 141/6 141/6 146/8 150/14 154/23 156/21 157/23 161/9 177/25 178/9 178/11 186/9 188/11 188/13 188/19 207/12 217/23 219/10 220/20 222/13 222/20 223/14 225/20 230/9 230/14 233/24 235/9 235/12 235/19 needed [12] 15/20 39/16 84/11 104/4 110/15 141/11 162/7 213/15 215/1 215/1 229/1 232/17 needing [1] 197/5 needs [16] 15/11 15/12 15/13 17/1 35/4 50/2 53/20 54/6 54/16 58/17 58/21 59/1 230/13 231/3 232/7 233/3 negotiated [6] 98/14 138/18 138/22 140/16 213/1 213/12</p>
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(29) move... - negotiated

<p>N negotiating [3] 181/17 182/1 213/2 negotiations [2] 56/9 148/2 net [1] 107/4 network [2] 106/21 108/2 NEVADA [6] 1/7 4/1 234/7 234/8 238/2 238/15 never [48] 16/1 19/1 24/25 46/18 46/20 55/13 62/12 85/5 99/23 105/4 110/7 110/7 112/16 115/14 115/15 120/2 120/18 120/19 121/7 121/8 125/19 125/21 126/9 128/10 128/13 138/2 138/25 140/19 142/15 145/23 149/9 149/11 188/23 193/4 193/23 215/20 215/23 216/19 218/3 219/4 219/12 219/16 219/17 219/18 219/20 220/6 220/7 224/8 new [15] 9/25 19/23 29/20 45/19 47/10 51/21 53/24 56/23 57/2 57/22 98/21 98/22 124/9 160/20 186/9 next [28] 19/3 21/9 24/22 25/1 26/4 26/11 33/16 51/15 52/13 53/19 62/24 83/23 87/13 106/19 114/2 117/23 117/24 118/24 131/15 131/16 153/19 155/3 155/15 169/18 229/16 229/17 235/5 236/20 night [1] 32/13 nine [5] 6/9 38/6 38/10 82/19 192/12 ninth [2] 27/9 143/8 no [117] 1/1 6/22 10/15 14/23 15/15</p>	<p>17/12 21/4 22/4 24/21 26/12 28/5 28/10 28/12 31/4 31/17 34/3 34/7 36/12 37/15 38/11 45/18 54/25 55/11 55/11 56/14 56/14 56/20 57/9 57/15 57/16 57/16 57/19 57/21 60/11 60/13 64/7 64/7 64/19 66/19 67/15 68/4 68/19 71/12 71/13 71/23 72/11 74/21 77/2 79/10 83/2 88/22 89/7 93/5 93/11 93/15 99/1 99/9 111/8 112/10 113/25 115/24 117/18 118/4 119/15 122/25 123/1 125/2 125/20 129/1 131/4 131/10 131/13 131/21 132/8 135/1 136/9 141/8 142/25 146/22 147/20 149/16 150/5 153/17 154/16 157/3 163/22 164/11 165/8 167/6 168/12 169/22 171/7 180/18 181/2 182/16 182/22 186/9 186/17 191/3 193/19 196/13 209/4 209/7 209/16 210/10 212/3 217/14 220/18 222/3 222/6 225/7 227/14 228/3 228/3 231/13 233/4 234/11 No. [1] 140/23 No. 3 [1] 140/23 nobody [5] 40/4 121/15 146/18 146/18 147/1 non [1] 91/8 non-jury [1] 91/8 none [2] 139/16 218/2 nonetheless [3] 19/22 68/13 85/1 nonissue [1] 44/6 nonrecourse [1] 96/8 nonresponsive [13] 93/19 105/17</p>	<p>105/19 106/15 113/9 114/13 126/24 136/23 147/25 152/1 176/1 194/8 196/3 normal [1] 17/14 normally [1] 81/25 North [1] 7/7 not [256] note [29] 10/11 10/23 13/13 13/15 14/19 20/22 28/4 29/16 30/3 30/17 34/24 41/14 51/19 52/14 52/15 142/16 145/2 145/7 197/21 197/22 197/25 198/3 198/21 198/24 199/1 200/16 201/22 203/4 203/12 note's [2] 51/20 204/4 noted [1] 29/16 notes [4] 39/10 106/7 204/1 238/8 nothing [15] 21/1 23/7 29/6 29/7 29/24 32/9 36/24 40/13 56/25 91/24 99/10 121/11 146/4 190/13 190/16 notice [49] 17/11 17/17 19/13 24/10 25/7 26/14 29/21 32/22 33/5 33/6 33/13 34/23 34/25 41/23 43/7 45/16 47/16 47/24 48/5 48/6 48/7 101/14 108/11 112/13 112/14 128/15 135/13 136/6 136/7 139/12 140/10 141/21 142/3 144/24 146/17 150/24 159/1 163/10 167/4 167/16 176/4 176/10 177/2 225/16 229/14 229/14 234/3 234/4 234/8 noticed [2] 46/3 166/9 notices [5] 25/20 47/17 146/3 170/9 175/12</p>	<p>notified [2] 147/18 222/10 notify [7] 26/11 139/7 139/13 139/19 151/5 151/12 217/4 November [2] 124/6 231/22 now [118] 6/9 6/22 6/23 6/25 7/4 7/14 8/2 8/14 8/23 9/21 9/25 11/16 12/7 12/8 13/3 13/21 15/23 16/20 17/17 18/18 19/17 19/25 20/7 20/13 20/21 21/11 23/6 24/9 24/23 25/2 25/10 25/15 25/24 27/10 28/16 28/23 30/9 30/12 30/14 31/20 32/1 32/7 32/16 33/11 34/21 35/5 37/19 38/19 41/8 41/22 47/19 47/21 48/3 49/25 54/5 57/1 57/8 57/10 57/10 57/15 59/9 60/3 64/23 65/3 66/2 70/6 70/17 70/25 71/12 75/6 77/21 80/18 82/19 89/4 91/7 95/10 99/21 100/6 100/19 101/1 102/11 108/20 114/4 114/9 118/6 121/24 121/25 123/6 123/13 124/12 124/25 127/3 129/1 130/24 133/22 133/23 138/23 144/6 150/19 153/10 154/2 161/9 165/6 173/3 176/12 179/8 182/7 192/4 193/6 209/3 215/18 218/18 220/13 220/20 225/1 229/5 236/14 236/22 nowhere [4] 24/17 33/23 33/24 37/10 number [33] 16/16 22/9 22/23 31/10 40/1 40/4 48/10 50/21 50/22 53/7 53/15 54/12 65/1</p>	<p>73/2 73/14 81/20 82/6 93/7 94/9 97/2 98/20 117/24 117/24 121/18 125/21 140/25 175/8 184/6 189/19 191/19 193/11 194/21 200/14 numbers [6] 36/6 49/4 52/2 149/8 177/11 202/4 numerous [2] 143/12 193/24 NV [3] 1/25 2/7 3/9 Nye [7] 47/24 55/11 55/16 92/17 131/6 207/19 209/10</p> <hr/> <p>O o'clock [4] 153/18 153/21 165/7 168/5 o0o [6] 47/3 47/4 87/7 87/8 152/18 152/19 object [3] 105/12 147/24 173/8 objected [2] 81/11 175/6 objecting [1] 148/12 objection [22] 31/15 31/16 84/23 102/15 106/13 106/14 119/15 136/20 136/25 141/8 142/25 153/10 167/6 174/22 178/15 179/25 197/8 207/1 207/4 210/18 224/6 225/9 objections [2] 31/17 148/7 obligated [2] 74/25 210/15 obligation [4] 54/19 55/6 61/15 61/18 obligations [2] 21/25 70/9 obstruction [1] 134/1 obtain [4] 22/7 25/1 25/14 137/9 obtained [1] 25/19 obviously [6] 8/1 28/17 64/8 71/5 71/22 229/24</p>
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(30) negotiating - obviously

<p>O occasions [1] 181/9 occur [2] 44/19 176/2 occurred [5] 27/12 79/17 174/21 176/3 177/2 occurring [1] 7/4 occurs [1] 32/21 October [27] 16/10 27/12 43/6 78/15 142/11 144/9 151/24 154/10 155/23 157/2 157/3 158/20 159/6 160/6 160/8 161/18 162/1 162/3 163/4 167/25 208/1 208/19 229/19 229/21 230/12 231/21 232/1 October 11th [1] 27/12 October 23rd [2] 159/6 163/4 October 31 [1] 142/11 October 4th [3] 16/10 208/1 208/19 October 9 [1] 155/23 October 9th [1] 229/19 off [55] 43/13 44/3 50/7 50/12 51/3 51/17 51/22 51/24 52/18 53/17 55/21 55/22 55/23 58/1 68/2 68/20 69/5 69/7 69/9 70/8 70/20 82/25 87/2 87/4 106/16 112/15 115/13 122/5 127/11 136/5 138/3 140/16 145/1 145/9 159/9 160/17 164/7 168/13 189/16 193/12 195/10 195/19 196/1 196/12 196/21 198/2 198/22 203/11 213/5 214/22 215/19 215/23 219/8 220/17 236/21 offered [5] 112/17 120/13 147/8</p>	<p>147/11 182/12 offering [2] 21/19 178/15 offers [1] 10/4 office [2] 166/20 238/14 officer [2] 18/10 235/5 officers [1] 224/2 oftentimes [1] 184/13 oh [22] 27/2 36/5 45/25 54/21 71/13 80/13 98/14 121/25 122/25 124/12 138/24 139/4 151/3 168/4 168/12 175/15 175/15 177/16 182/17 216/7 216/12 226/12 okay [109] 4/13 5/5 5/16 12/3 34/20 34/20 41/17 42/20 42/21 42/25 44/16 45/17 59/17 59/22 68/23 77/20 82/3 86/10 88/5 88/20 90/2 91/20 92/21 94/13 94/23 95/4 95/5 96/25 97/8 97/22 99/11 99/21 101/7 101/9 102/24 106/2 106/5 106/12 106/18 108/15 108/16 109/20 112/9 114/1 117/6 118/11 118/25 119/5 119/6 119/13 119/16 126/25 131/23 137/5 141/3 141/12 141/19 141/23 142/5 142/18 142/20 143/4 144/1 144/2 144/15 144/17 145/20 152/11 152/20 154/24 155/12 155/13 158/13 158/21 159/5 161/19 164/2 168/20 169/19 170/12 171/13 171/21 172/3 172/5 174/8 174/15 174/19 176/18 179/15 179/16 184/2 186/18</p>	<p>186/25 187/9 189/1 189/18 190/7 190/12 191/20 193/6 196/22 207/8 222/18 224/18 225/15 225/23 226/12 228/6 236/21 old [2] 51/20 108/13 olive [1] 147/7 omnibus [1] 166/14 on [384] once [22] 4/19 16/22 19/3 32/21 49/22 61/10 77/3 85/4 103/2 104/12 104/20 138/1 149/25 150/16 172/17 177/4 179/14 184/19 193/18 209/17 211/14 217/8 one [174] 5/6 6/8 6/21 11/8 11/19 13/19 14/6 14/24 15/20 17/5 18/21 19/14 23/15 26/4 26/11 26/13 28/7 30/3 31/16 31/18 31/19 31/25 32/11 32/18 35/1 36/22 36/24 37/24 38/7 38/15 38/23 38/24 39/10 39/12 40/1 40/9 40/20 41/19 42/3 42/21 42/22 46/6 47/23 51/14 51/14 54/7 57/14 58/16 62/6 65/1 65/20 65/23 66/11 67/7 67/8 70/2 70/15 71/9 72/12 74/1 76/5 81/20 82/6 83/13 83/17 83/25 84/4 84/5 90/25 91/10 93/7 94/15 94/22 97/9 97/14 97/24 102/12 102/25 104/3 104/16 105/15 105/23 107/3 109/21 109/23 110/5 110/6 110/13 113/21 113/22 114/3 114/20 117/8 120/14 121/18</p>	<p>123/3 124/21 125/21 126/5 126/22 130/17 132/1 132/4 132/6 138/17 139/20 142/23 146/8 150/8 151/13 153/8 154/17 154/23 155/25 156/1 156/2 156/3 156/14 156/15 157/4 157/4 157/12 159/23 161/1 162/5 162/9 162/15 165/14 166/1 166/14 166/15 167/13 167/14 171/14 175/11 178/2 178/9 178/11 180/12 182/12 183/18 189/8 189/18 192/6 192/10 192/12 193/11 194/22 200/9 204/4 205/7 205/7 213/1 217/23 217/24 220/2 220/21 220/22 222/20 222/21 222/22 222/23 223/1 223/1 223/4 225/11 227/4 227/19 227/19 229/12 232/6 233/4 234/7 236/4 One percent [1] 150/8 ones [13] 18/16 133/16 156/5 157/15 159/16 159/17 159/20 161/21 162/3 163/12 163/13 163/13 167/16 only [52] 16/1 19/23 22/1 24/11 41/7 48/4 49/13 49/22 51/12 54/3 56/16 58/22 64/10 91/11 98/2 99/3 108/25 110/22 112/3 115/3 116/17 122/10 125/5 125/12 126/7 128/18 130/8 130/22 132/1 132/6 135/18 137/14 140/12 157/6 163/3 166/3 166/9 166/14</p>	<p>166/15 180/12 182/16 182/18 183/6 186/21 186/23 192/21 193/13 200/9 218/22 218/23 223/11 234/2 Ooh [1] 137/16 open [5] 28/4 69/24 78/9 165/15 214/22 opened [1] 223/13 opening [1] 176/25 operating [1] 200/22 operative [1] 33/4 opine [1] 171/23 opinion [9] 135/9 170/19 174/10 174/11 174/13 178/16 194/25 206/22 207/2 opponent [2] 113/20 113/20 opportunity [8] 62/15 93/3 123/2 211/12 211/13 213/17 213/23 235/4 opposing [1] 18/13 opposition [7] 14/21 33/19 33/23 50/14 159/23 166/14 166/15 option [9] 121/17 121/19 122/10 122/11 124/23 125/2 125/5 125/6 126/7 options [4] 117/1 117/4 119/20 120/13 or [139] 6/11 7/23 9/18 11/22 12/12 12/13 13/18 15/6 19/16 19/20 21/3 22/5 22/21 23/4 23/24 26/14 28/11 28/11 37/21 38/1 38/2 39/13 40/11 41/5 42/7 47/25 48/12 49/5 53/5 53/5 53/13 54/13 54/14 59/13 59/14 60/24 61/18 61/24 61/25 63/3 64/18 66/3 66/22 67/1</p>
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(31) occasions - or

<p>O or... [95] 68/9 69/3 71/1 73/23 76/19 77/16 78/2 78/14 83/2 88/18 89/9 90/2 94/18 95/23 98/21 99/19 99/23 103/14 103/23 105/2 105/2 109/24 111/2 111/21 112/4 113/20 113/20 115/16 124/2 125/4 130/25 134/11 134/12 134/21 137/17 139/5 139/15 140/8 144/10 144/25 148/4 149/7 149/9 153/18 153/18 153/22 156/1 157/2 165/15 167/22 171/23 174/9 177/11 178/10 179/5 180/15 181/11 181/11 185/3 190/18 190/18 190/22 190/22 191/3 192/24 197/1 198/16 198/17 198/20 201/1 201/3 203/10 204/17 206/16 208/11 212/11 212/18 212/22 215/16 218/5 221/5 221/10 221/15 221/15 221/17 223/1 226/2 226/2 226/4 227/18 230/4 230/4 231/8 231/21 235/5 order [34] 6/25 6/25 7/11 8/12 15/9 19/15 21/24 22/6 53/25 55/24 56/10 61/5 61/11 62/1 75/20 75/21 76/21 88/17 89/2 89/4 101/21 104/4 116/19 119/1 149/2 150/13 152/25 154/15 155/5 165/16 167/15 172/14 186/22 236/2 ordered [1] 31/15 ordering [1] 149/6 ordinary [1] 27/20</p>	<p>original [8] 68/7 125/13 131/7 135/6 135/6 202/7 202/13 221/10 originally [3] 8/15 159/18 166/11 originated [1] 74/8 origination [1] 96/3 other [53] 12/17 13/12 18/15 26/1 27/13 30/14 36/14 36/25 40/13 40/23 41/17 45/1 49/15 51/3 51/24 52/16 55/23 66/11 72/10 76/5 79/24 91/9 91/11 95/13 101/25 109/23 116/3 123/23 123/23 130/13 136/21 148/7 154/13 156/10 157/4 159/11 163/18 166/8 167/24 177/1 179/12 180/14 180/15 184/15 191/4 193/13 198/14 199/20 212/19 216/5 218/2 226/4 228/1 otherwise [3] 27/19 82/23 212/12 our [71] 4/7 7/7 10/21 11/14 13/15 21/12 25/24 26/7 28/24 33/12 35/5 39/15 40/13 41/15 44/12 49/12 58/1 61/7 63/11 73/19 74/9 76/4 85/22 87/10 89/22 97/17 97/18 97/24 98/5 99/1 107/24 110/11 115/15 115/17 115/23 116/17 117/24 120/14 121/14 123/21 130/6 135/9 138/9 138/22 140/3 140/16 141/21 147/10 149/3 149/3 151/21 151/22 154/3 154/19 156/16 158/5 160/22 161/6 172/18 176/25</p>	<p>184/8 202/17 204/18 204/19 211/10 213/9 219/17 227/24 228/16 229/24 231/14 ours [1] 31/20 ourself [1] 134/20 ourselves [1] 102/3 out [148] 7/18 8/24 13/18 14/16 15/15 17/3 18/3 18/22 20/13 20/24 26/6 26/21 27/2 27/13 27/16 27/21 27/23 28/3 28/6 31/6 34/13 36/6 37/19 38/15 40/10 41/16 56/10 60/12 64/12 71/10 72/7 74/8 83/8 85/1 86/25 88/16 89/2 89/3 92/18 96/4 97/11 97/13 99/10 101/16 103/9 107/6 110/15 111/22 112/12 114/21 114/22 115/11 116/17 116/21 120/11 121/5 124/18 125/14 126/17 126/20 127/10 128/22 132/18 132/25 133/2 133/9 133/25 135/2 135/21 135/24 136/13 136/18 137/17 138/7 138/9 139/2 143/12 143/13 143/13 143/16 143/17 144/4 144/7 144/10 144/16 144/22 145/25 147/4 147/7 147/10 147/12 147/22 147/23 148/21 155/18 156/16 156/20 158/8 161/4 161/25 162/6 162/11 162/15 163/10 175/17 184/14 187/1 187/4 188/2 193/4 193/22 195/4 196/17 197/7 197/11 197/21 198/10 198/10</p>	<p>200/5 200/6 200/18 200/20 202/8 202/14 202/20 203/4 203/5 204/2 210/12 210/13 211/5 211/6 211/10 211/12 211/13 212/23 215/6 216/13 217/20 218/9 218/18 219/3 220/13 221/22 222/7 230/3 234/1 234/13 outcome [1] 35/12 outlier [2] 122/13 122/15 outlined [1] 104/9 outset [1] 65/4 outside [4] 102/24 110/4 172/20 176/5 outstanding [4] 66/3 85/25 168/16 233/12 over [39] 9/3 29/2 29/2 29/2 34/11 34/13 34/13 34/13 37/1 37/1 37/1 37/24 37/25 40/2 41/2 48/18 62/24 69/13 71/24 71/24 71/24 71/24 80/17 85/8 85/14 86/14 86/25 107/4 110/18 129/7 136/13 145/25 151/21 151/24 181/8 186/15 194/6 216/2 235/5 overheard [1] 135/3 overlap [4] 11/2 13/11 13/24 23/14 overlook [2] 66/8 85/24 overlooked [1] 179/13 overrule [10] 93/20 101/7 114/1 128/11 151/10 152/7 152/9 173/15 180/5 206/12 owe [1] 149/2 owed [3] 47/18 63/9 148/24 owing [1] 66/4 own [20] 11/22 46/11 54/3 62/16 64/20 78/25 99/1</p>	<p>99/14 99/17 101/13 101/24 121/21 121/22 122/5 122/6 122/8 146/4 174/5 183/24 204/18 owned [1] 101/22 owner [5] 34/18 41/19 92/11 100/20 113/18</p> <hr/> <p>P P-I-A-Z-Z-A [1] 92/7 pack [1] 145/24 package [1] 95/23 page [34] 37/6 49/7 49/13 49/14 50/15 50/16 51/7 51/9 51/15 52/7 52/8 114/19 118/1 118/18 166/22 187/20 187/22 190/7 190/9 191/15 191/16 191/18 191/19 192/7 192/8 211/25 212/2 212/3 221/3 223/16 225/15 225/19 226/8 226/9 page 0026 [1] 191/19 Page 13 [1] 226/9 Page 132 [1] 118/18 page 2 [4] 187/20 187/22 190/7 190/9 page 20 [2] 211/25 212/3 page 24 [1] 37/6 page 26 [1] 191/15 page 3 [3] 49/14 50/15 50/16 page 30 [1] 221/3 page 31 [1] 223/16 page 5 [3] 51/7 51/9 52/7 page 6 [1] 52/8 page 7 [2] 191/16 191/18 pages [4] 26/22 50/13 64/11 97/9 paid [47] 21/15 29/8 47/15 48/3 50/7 61/11 67/1 70/20 85/5 97/16 97/21 97/23 99/4 100/5 108/23 109/1 109/4 109/25 112/7 112/20 114/21</p>
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(32) or... - paid

<p>P</p> <p>paid... [26] 114/22 115/2 115/14 121/24 122/3 126/9 133/13 133/14 133/16 149/1 150/3 184/17 185/11 185/13 185/16 186/14 186/19 193/17 193/23 196/21 198/22 201/11 202/20 203/11 214/22 215/21</p> <p>paper [1] 138/9</p> <p>papers [7] 9/14 17/10 18/1 21/11 21/12 54/3 55/15</p> <p>paragraph [18] 54/9 95/5 97/12 97/12 187/25 190/8 190/13 191/9 212/6 212/24 213/24 221/6 223/16 225/16 226/8 226/11 226/12 226/22</p> <p>paragraph 4 [3] 225/16 226/11 226/12</p> <p>paragraphs [3] 31/13 200/23 223/15</p> <p>paramount [2] 80/10 80/16</p> <p>Pardon [1] 232/4</p> <p>PARKWAY [1] 2/5</p> <p>part [32] 13/7 13/12 15/2 34/20 42/17 45/9 48/1 52/22 56/8 56/8 60/3 68/11 73/20 91/16 107/11 107/22 109/13 109/20 112/2 118/3 118/5 118/16 120/15 121/12 123/13 127/19 131/8 144/24 148/11 197/1 199/13 204/1</p> <p>partially [2] 116/17 208/11</p> <p>participating [1] 113/13</p> <p>particular [8] 44/13 58/7 96/22 104/23 107/3</p>	<p>110/11 118/9 181/6</p> <p>parties [13] 12/2 12/24 13/4 17/4 17/6 46/2 46/10 62/15 62/16 78/6 163/6 166/8 231/19</p> <p>parting [1] 13/2</p> <p>partner [2] 94/5 100/3</p> <p>partners [1] 100/15</p> <p>parts [3] 5/24 49/15 58/15</p> <p>party [10] 7/12 12/8 16/4 18/10 24/5 24/12 39/2 113/19 113/20 114/9</p> <p>pass [3] 153/10 179/7 196/14</p> <p>passing [1] 77/3</p> <p>past [7] 13/5 48/1 56/5 57/10 59/4 125/10 131/18</p> <p>path [1] 15/9</p> <p>patient [4] 34/12 78/25 106/1 106/1</p> <p>Patriot [3] 24/22 54/22 134/23</p> <p>pattern [1] 11/11</p> <p>pause [1] 155/19</p> <p>Pavilion [3] 24/23 54/22 134/23</p> <p>pay [56] 6/13 6/14 19/1 19/11 19/16 28/15 29/10 29/11 30/6 51/17 51/18 51/19 51/22 53/17 55/22 55/23 61/1 68/2 69/5 69/7 69/9 100/1 101/24 104/21 108/25 109/16 110/3 111/25 112/3 115/8 122/3 122/8 129/4 133/6 138/3 145/21 146/4 146/5 146/8 149/6 150/19 184/20 192/21 193/13 195/19 195/25 198/2 198/21 203/13 215/4 215/19 215/22 216/20 217/1 218/10 219/8</p> <p>payable [1] 96/4</p> <p>paying [26] 18/25 44/3 50/12 51/3</p>	<p>51/24 52/18 60/23 70/8 99/14 109/14 109/25 110/1 111/15 129/18 139/16 139/17 149/17 150/17 150/20 150/20 150/21 195/10 200/16 204/20 216/19 220/17</p> <p>payment [5] 19/16 19/19 61/6 68/24 193/23</p> <p>payments [25] 6/20 6/23 7/14 7/21 7/24 8/1 9/1 10/10 12/15 19/7 19/20 21/17 47/13 47/15 48/1 48/3 48/5 61/3 61/4 61/16 61/22 66/2 149/3 149/21 185/15</p> <p>PDFs [1] 140/17</p> <p>peer [1] 91/14</p> <p>peer-review [1] 91/14</p> <p>PEGGY [3] 1/25 238/4 238/17</p> <p>penalty [1] 204/23</p> <p>pendency [1] 234/5</p> <p>pending [9] 147/25 153/16 155/21 165/6 165/12 197/13 197/20 210/17 236/14</p> <p>penny [5] 116/9 130/8 130/9 130/11 228/25</p> <p>people [20] 20/16 26/8 27/14 35/20 45/7 58/17 60/14 70/5 71/10 103/3 104/13 104/14 107/23 125/11 136/21 165/3 176/13 176/23 177/5 185/19</p> <p>per [6] 49/5 49/6 73/2 74/4 104/16 109/3</p> <p>per se [1] 74/4</p> <p>percent [17] 10/1 10/13 10/13 34/16 86/20 86/21 86/24 93/15 96/2 96/4 150/8 183/7 200/18</p>	<p>200/19 219/10 219/11 219/15</p> <p>percentage [1] 113/5</p> <p>percipient [1] 171/14</p> <p>perfect [2] 73/11 167/19</p> <p>perfectly [1] 48/5</p> <p>perform [2] 61/19 190/23</p> <p>performance [6] 6/14 47/21 55/10 126/11 126/13 126/15</p> <p>perhaps [2] 70/12 95/24</p> <p>period [5] 142/11 199/12 199/20 203/22 204/9</p> <p>periods [1] 49/17</p> <p>perjury [1] 204/23</p> <p>permanent [3] 104/5 104/19 105/3</p> <p>permit [2] 102/23 223/21</p> <p>permitting [1] 131/5</p> <p>persisted [1] 93/10</p> <p>person [6] 41/7 49/3 71/17 132/1 140/12 194/15</p> <p>personal [7] 10/2 10/6 10/15 93/15 183/8 215/24 219/14</p> <p>personally [4] 22/8 27/25 172/8 211/6</p> <p>perspective [9] 77/19 78/8 79/7 82/4 89/10 157/25 163/1 233/24 234/9</p> <p>persuasive [1] 98/8</p> <p>pertaining [2] 26/17 223/20</p> <p>pertains [2] 65/22 67/4</p> <p>phone [2] 69/17 84/18</p> <p>phones [1] 74/13</p> <p>phrased [2] 170/18 172/2</p> <p>Piazza [36] 4/12 10/2 10/3 15/14 29/23 56/13 56/16</p>	<p>58/14 72/24 80/1 83/19 84/6 87/14 88/1 88/9 88/23 88/24 88/25 89/3 89/13 90/9 90/10 91/20 91/22 92/7 92/11 96/9 105/25 108/5 154/15 162/10 162/24 170/7 179/20 185/24 185/24</p> <p>Piazza's [2] 8/9 84/1</p> <p>piece [3] 38/8 76/2 85/25</p> <p>pitched [1] 98/23</p> <p>pitching [1] 123/16</p> <p>place [27] 4/7 5/11 7/23 8/3 24/21 60/23 73/4 73/16 81/17 110/20 121/22 127/11 196/22 196/25 197/19 200/19 203/16 203/21 205/16 205/23 216/15 217/2 219/2 219/23 220/14 229/13 238/7</p> <p>placed [4] 76/18 123/11 200/3 217/16</p> <p>places [2] 49/5 159/23</p> <p>plain [1] 77/20</p> <p>plaintiff [9] 1/10 3/2 4/9 11/6 14/22 78/23 87/12 156/1 231/7</p> <p>plaintiff's [6] 16/22 52/6 163/4 163/5 168/9 233/20</p> <p>plaintiffs [2] 9/21 73/20</p> <p>plan [6] 22/3 22/19 41/1 53/3 88/13 125/13</p> <p>planned [1] 217/14</p> <p>planning [4] 83/3 83/6 209/25 217/12</p> <p>plans [22] 12/16 21/10 55/11 55/11 55/16 57/17 130/18 130/21 130/23 131/5 131/14 131/19 207/16 207/18 207/21</p>
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16/13 131/13	123/10 124/13	160/12 161/21	59/9 59/15 67/17	125/20 126/14
131/17 207/22	149/25 151/9 151/9	162/19 164/9	67/21 86/2 103/4	133/23 135/4
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31/6 31/21 33/16	178/14 178/14	171/15 171/17	147/18 151/20	158/14 159/16
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216/7 222/11	waiving [1] 8/5	30/3 37/19 86/7	202/10	210/10 213/10
232/12 234/14	walk [10] 11/20	88/1 88/3 99/5	we'll [42] 6/6	214/14 215/18
234/18	20/4 35/21 36/14	121/21 122/2 122/2	14/18 15/15 27/19	216/16 222/12
vetted [1] 123/8	36/25 68/2 69/9	125/8 135/19 140/7	30/6 46/24 85/1	227/9 227/10 229/7
via [2] 2/15 228/15	121/12 122/4 125/1	143/13 143/13	85/1 85/22 85/23	229/9 229/9 229/11
viable [1] 121/16	walked [7] 20/23	143/17 144/5 144/5	86/17 87/4 87/4	230/11 235/23
VICE [1] 2/12	32/16 32/19 38/9	144/6 221/22	88/6 110/21 110/21	we've [106] 7/7
victimimized [1]	38/11 62/13 66/13	223/12 234/1	120/15 124/1	12/18 13/3 13/15
24/13	walking [1] 121/16	wanting [2] 64/4	124/20 124/21	16/20 20/2 24/1
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138/8 138/9 138/11	21/14	wants [10] 9/24	125/25 148/18	24/24 26/10 26/21
211/8 211/9 211/9	wall [1] 57/11	28/23 45/2 84/10	149/5 152/16 153/2	30/13 31/24 31/25
222/9	want [105] 9/2	140/13 153/6	154/21 154/25	32/16 32/19 32/20
view [1] 127/4	19/8 20/1 27/2	161/23 162/11	155/22 156/20	32/23 32/25 33/3
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126/18 127/1	33/18 34/11 35/8	warehouse [2]	167/21 167/23	36/1 36/5 38/17
visa [7] 22/7 42/17	42/15 42/25 43/1	180/20 180/21	168/6 168/15	41/11 41/13 45/14
103/11 103/14	52/23 58/16 59/18	warranted [1]	169/20 196/15	46/4 47/16 55/14
103/20 104/5	66/8 66/8 66/10	61/9	229/16 229/16	55/15 55/16 55/17
104/19	73/8 75/1 79/2	was [447]	we're [111] 5/4	57/4 57/5 57/14
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23/2 23/24 53/7	83/1 84/6 86/3 88/2	131/1	16/7 16/20 23/6	60/14 60/15 63/16
53/11 54/11 132/3	88/4 88/8 89/7	wasn't [20] 19/21	23/11 23/11 27/20	63/18 64/13 66/12
visit [2] 211/13	89/19 89/22 91/17	30/24 31/21 51/21	27/23 28/6 28/10	66/13 71/21 72/6
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Volume [2] 94/11	105/1 109/18	111/23 140/5	36/23 38/19 40/10	99/21 104/25
187/12	111/20 111/20	147/25 187/1 193/8	42/14 43/3 43/15	108/20 111/2 111/4
Volume I [2] 94/11	111/22 115/24	193/10 194/4 219/5	43/18 43/23 43/23	113/17 115/15
187/12	122/19 123/6 123/6	220/17 224/11	43/24 45/10 45/15	120/17 121/13
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		wasted [1] 121/14	63/17 66/16 69/11	133/13 133/22

(46) velvet - we've

<p>W</p> <p>we've... [33] 133/23 133/24 134/13 134/19 134/20 145/11 145/11 147/3 148/25 150/17 151/15 154/9 161/4 162/19 164/15 170/7 182/11 186/1 187/1 193/6 202/17 208/2 208/7 209/22 210/8 210/24 219/7 222/11 224/6 229/24 231/1 231/6 233/9</p> <p>wealth [1] 107/9 website [1] 114/5 Wednesday [2] 19/22 153/18 week [8] 19/6 19/14 82/13 83/9 83/9 153/19 232/20 236/20 weeks [8] 16/10 16/11 16/12 16/19 53/22 116/5 222/5 235/6 weighed [1] 115/22 weight [1] 140/2 welcome [1] 210/13 well [80] 13/10 14/24 16/16 26/12 26/16 26/24 33/19 35/24 36/10 42/11 44/7 48/3 51/6 60/19 61/13 62/18 64/1 64/20 64/22 68/4 70/24 71/5 72/17 72/19 79/11 80/22 87/15 88/16 89/5 94/20 95/22 98/23 99/13 105/7 107/17 107/22 110/17 110/21 111/19 113/12 113/16 120/14 122/5 122/13 122/16 124/23 127/4 127/12 127/14 132/16 141/7 142/8 143/3 149/12 149/24 153/1 156/1 156/12 156/13 160/22 162/22 162/22</p>	<p>164/21 166/18 171/19 179/1 188/22 196/1 199/18 199/20 204/16 214/12 221/21 223/3 230/6 230/6 231/13 231/25 232/2 235/3 well-versed [1] 127/12 wells [4] 165/17 184/4 210/4 210/4 went [18] 18/24 20/3 20/13 21/12 31/23 37/23 37/24 38/15 109/2 109/5 122/12 125/6 132/19 133/2 161/8 161/11 163/10 228/19 were [192] 6/11 6/14 11/5 11/7 12/2 14/8 20/4 20/18 22/20 24/7 26/8 26/8 27/14 27/17 27/17 27/25 28/2 28/3 28/19 30/19 30/20 30/21 31/12 31/22 34/14 37/20 37/22 37/25 38/10 40/17 41/11 41/15 42/4 47/12 47/15 50/12 53/4 56/6 60/21 61/22 64/11 67/1 72/20 76/16 81/10 82/22 85/18 86/6 93/9 96/14 96/17 96/18 96/23 97/4 98/5 98/8 98/10 98/10 98/19 98/23 99/16 99/24 100/8 100/8 100/10 100/14 100/16 101/9 102/1 108/25 109/14 109/25 110/1 110/19 110/19 111/3 112/3 112/22 115/2 115/14 115/18 117/2 120/4 120/8 121/5 122/17 122/24 127/8 129/4 129/8 129/13 129/14 129/16 129/16 129/18 130/5 132/21 133/12 133/20 135/5 135/10</p>	<p>137/16 137/21 137/24 137/25 138/2 138/13 139/16 139/16 139/17 140/9 143/15 144/6 145/23 146/15 147/19 149/11 149/24 150/4 153/1 159/17 159/18 159/23 166/9 166/10 170/10 172/14 173/7 173/8 173/19 174/6 175/11 175/23 176/5 176/10 177/6 177/18 182/2 182/8 182/16 182/18 184/2 184/9 185/10 185/12 186/4 187/11 192/1 192/13 192/21 193/17 193/17 193/17 193/20 193/21 194/1 198/16 199/20 200/8 201/6 201/14 201/25 204/20 205/24 211/17 212/15 214/4 215/3 217/17 218/4 219/23 219/25 220/1 220/4 220/5 221/21 222/7 222/8 224/9 226/14 226/16 226/17 226/18 227/25 228/3 228/5 228/7 228/8 228/13 228/22 236/24 238/8 weren't [13] 29/10 30/21 30/22 85/17 94/2 120/11 125/19 182/22 182/23 187/2 217/12 220/8 226/21 what [287] what's [38] 8/2 21/3 21/3 32/7 43/16 46/21 53/14 53/15 54/15 56/12 56/12 60/5 60/5 60/21 62/11 64/5 71/16 77/9 79/8 90/15 102/15 106/19 109/19 113/11 117/23</p>	<p>117/24 128/5 134/24 139/10 143/9 145/22 158/17 158/24 171/2 184/10 188/25 204/7 222/12 whatever [9] 6/5 9/2 26/1 26/1 39/4 66/8 105/1 203/10 234/15 whatsoever [1] 226/1 when [124] 6/21 6/22 7/9 7/14 7/23 9/9 12/23 16/15 24/3 24/11 24/15 25/6 27/5 30/6 32/1 35/16 36/25 41/25 46/22 46/23 47/9 47/9 53/24 54/12 57/22 59/4 61/5 64/1 65/20 67/23 71/7 74/5 75/8 78/11 81/14 82/22 85/6 91/10 97/21 100/4 100/5 100/7 101/12 101/18 103/22 104/17 107/14 109/11 109/18 110/22 112/12 114/10 115/21 116/14 122/16 123/15 128/5 128/22 129/12 129/18 130/3 131/11 132/4 134/3 134/6 134/8 135/1 138/14 138/18 144/9 145/11 146/19 149/23 151/13 156/23 161/12 161/16 163/18 166/11 166/11 172/10 172/22 174/21 175/7 176/1 176/2 177/6 177/7 177/18 182/2 182/7 184/2 185/8 186/12 195/14 196/6 196/17 197/12 197/14 197/24 197/24 197/25 198/9 198/15 198/24 199/16 201/1 202/10 203/8 203/8 203/9 204/10</p>	<p>205/21 209/20 213/15 213/17 215/2 220/17 221/14 221/15 222/15 222/16 222/16 229/17 whenever [2] 48/14 48/15 where [65] 4/21 10/25 11/11 12/2 16/23 23/3 25/10 25/22 25/22 27/15 29/3 34/3 34/21 38/8 39/2 39/13 50/13 51/7 52/10 53/12 55/9 55/10 62/22 65/23 66/15 67/8 68/1 69/9 69/12 70/3 74/19 97/14 109/2 109/5 111/15 117/1 117/7 120/25 122/11 123/25 130/4 133/23 137/19 139/2 145/14 169/1 172/4 175/11 176/25 184/18 184/19 185/18 192/2 204/21 213/13 222/14 229/22 230/22 231/15 231/16 233/4 233/19 234/7 235/17 236/6 where's [2] 99/7 222/12 WHEREOF [1] 238/13 whether [19] 9/18 9/19 12/11 12/12 12/13 22/20 53/4 61/17 66/3 74/6 100/20 101/1 105/1 173/12 174/8 177/11 178/6 212/11 235/1 which [87] 4/22 7/1 7/8 8/3 10/8 10/17 10/21 12/14 12/18 13/4 13/22 15/18 16/1 21/13 22/11 25/11 25/12 27/20 29/20 36/18 37/8 37/17 44/12 47/11 47/12 47/16 48/25 49/12 49/16 50/6 50/8 50/20 51/3 51/19 57/20</p>
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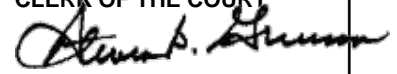
(47) we've... - which

W	13/13 15/1 15/20 24/19 38/11 41/4 43/7 43/10 43/12 48/24 50/1 50/7 57/21 61/21 64/1 66/20 66/20 66/21 67/6 68/4 68/4 68/16 69/11 73/15 76/10 76/16 77/9 79/8 79/19 82/3 83/12 91/5 93/6 98/21 98/21 99/14 112/19 112/19 122/8 123/25 125/9 125/9 125/23 126/8 136/8 136/16 139/16 147/9 150/11 151/18 165/24 166/6 166/9 171/18 184/8 210/11 219/10 219/13 219/13 220/15 220/15 220/16 225/12 231/23	winds [1] 54/1 winning [1] 7/13 wire [3] 19/5 47/11 140/8 wires [1] 228/21 wiring [1] 128/18 wise [1] 76/16 wished [1] 81/4 withdraw [5] 154/21 154/25 207/12 227/6 227/8 withdrawn [1] 227/9 within [5] 8/4 31/1 89/8 107/8 143/18 without [9] 6/18 29/17 80/20 97/19 111/7 134/1 145/8 154/5 173/5 withstand [1] 75/18 witness [6] 21/14 117/20 170/21 179/8 183/14 238/13 witnesses [5] 8/11 9/9 79/25 80/9 82/21 won't [8] 34/11 38/13 70/25 125/3 134/9 134/10 164/21 165/4 wonder [1] 152/12 word [3] 121/10 126/12 217/15 words [2] 137/16 202/5 work [34] 15/12 15/15 22/24 53/8 62/2 70/9 101/19 102/6 102/7 102/22 103/4 103/17 104/22 104/23 104/24 133/4 135/5 135/20 136/18 147/4 147/10 147/22 147/23 156/16 156/19 158/8 161/3 206/2 210/4 215/16 216/18 219/7 219/22 221/5 worked [6] 34/5 106/24 147/12 184/25 197/6 215/6 working [6] 95/10 95/13 127/13 137/25 210/24	232/20 workout [1] 121/25 works [1] 71/6 world [2] 94/5 134/8 worried [2] 82/17 82/18 worry [1] 81/18 worth [5] 8/25 9/10 36/8 47/13 107/4 would [175] 9/6 9/10 13/5 33/20 33/21 35/25 41/6 42/6 43/7 43/11 44/9 44/18 44/19 48/22 49/11 49/14 50/8 50/13 50/25 57/13 61/4 64/8 66/20 66/20 67/2 67/9 68/8 68/12 68/14 69/15 70/4 70/5 70/11 70/16 74/25 75/12 76/4 78/11 79/18 82/13 82/20 84/7 86/13 92/3 92/13 93/10 93/12 93/14 94/1 94/2 94/6 95/25 96/7 96/8 96/14 97/8 97/13 97/23 98/1 98/1 99/2 99/3 99/17 99/23 100/11 107/2 107/7 107/24 110/10 111/7 111/18 112/19 115/11 121/9 121/23 122/4 122/7 122/8 126/5 127/12 131/10 131/21 133/5 133/6 135/16 137/13 137/15 138/7 140/23 142/10 145/16 147/16 147/17 147/21 148/2 148/14 148/16 148/17 149/10 150/3 153/15 154/10 154/17 155/3 155/7 160/22 161/6 163/4 164/13 165/17 165/22 165/23 170/22 172/24 173/8 174/9 174/11 174/18 174/20 174/21	175/18 179/7 183/5 183/6 183/13 183/19 183/22 183/23 184/14 184/14 184/20 187/25 193/11 193/13 193/15 194/21 195/18 197/14 198/2 198/2 198/4 199/4 203/4 203/4 204/10 209/16 209/18 210/23 211/20 212/22 212/23 213/4 213/5 213/6 213/6 213/13 215/3 215/4 215/6 215/6 215/7 216/8 216/15 216/19 216/24 217/2 217/21 217/25 218/19 219/3 220/15 224/18 225/15 230/18 231/19 wouldn't [11] 9/8 34/19 67/5 81/18 98/2 99/18 121/8 134/17 165/9 166/3 204/6 wrap [1] 231/23 wrapped [1] 59/7 wrapping [1] 197/3 writing [1] 189/15 writtens [1] 16/21 written [6] 39/18 140/8 147/8 186/22 197/25 200/25 wrong [5] 14/24 49/10 67/1 159/2 174/3 wrongdoers [1] 60/25 wrote [7] 19/3 19/3 114/6 225/18 226/5 228/9 228/24
			X	
			XVI [1] 1/3	
			Y	
			yeah [27] 14/15 44/21 64/22 65/9 66/7 72/13 78/20 82/14 83/22 85/2 88/19 98/19 127/18 148/24 151/3 151/8 152/9 152/16 157/10 160/19	

(48) which... - yeah

<p>Y yeah... [7] 162/13 166/23 179/12 190/6 227/19 235/16 236/21 year [26] 15/23 24/8 27/12 39/5 39/6 40/3 40/10 56/25 57/8 63/25 69/8 71/11 96/1 96/2 109/7 109/9 124/9 138/21 170/8 170/10 208/11 210/25 229/2 236/15 236/16 236/17 years [9] 46/20 96/6 106/25 121/14 146/1 181/8 199/3 199/5 199/7 Yep [1] 169/10 yes [76] 5/21 5/23 6/1 14/12 25/15 26/24 40/21 42/10 47/8 59/21 67/20 68/4 76/10 79/10 81/3 81/6 83/3 83/18 87/23 90/12 93/22 94/12 96/15 98/13 100/18 112/12 117/21 118/20 119/22 119/25 129/16 131/21 134/6 141/1 141/25 142/19 144/16 148/17 155/24 156/8 158/23 164/1 164/1 167/9 169/4 169/7 169/17 169/25 170/11 177/7 179/3 179/17 180/23 181/12 181/13 181/16 182/4 182/6 187/17 190/11 191/3 191/11 191/18 198/8 199/4 199/7 201/21 202/11 202/17 205/14 207/18 208/8 216/7 222/9 224/16 225/22 yesterday [8] 10/1 25/16 42/22 90/24 154/20 157/4 170/15 171/3 yet [18] 16/13 25/18 46/13 113/3</p>	<p>116/5 116/12 116/14 130/13 131/15 140/6 143/19 153/4 160/3 163/11 192/3 209/11 233/13 236/19 you [569] you'd [2] 70/19 199/18 you'll [3] 97/10 124/16 142/8 you're [49] 14/2 27/3 79/11 86/23 89/18 94/20 98/6 108/9 109/18 123/22 127/18 127/20 138/24 138/24 139/4 143/21 146/22 149/21 151/12 157/25 163/11 163/18 169/19 172/4 175/5 175/15 175/15 175/16 186/5 186/12 186/13 186/14 188/2 188/22 188/22 189/8 189/10 190/9 191/2 191/21 192/8 213/20 214/8 216/21 220/21 221/20 222/5 227/14 227/14 you've [16] 46/3 52/14 62/8 77/17 82/10 116/1 121/15 125/21 137/10 179/24 182/7 195/9 204/16 209/3 214/21 218/6 young [1] 214/9 your [174] 4/8 4/14 4/16 6/1 6/3 6/4 6/7 7/5 9/16 10/23 13/9 14/18 16/18 17/2 18/9 18/16 18/20 18/21 19/11 20/14 24/6 31/2 32/8 40/22 42/2 43/16 44/5 45/2 45/19 48/9 48/24 49/7 55/15 56/23 57/4 57/14 57/25 59/8 60/19 67/2 67/20 68/5 68/9 68/21 68/22</p>	<p>70/3 72/10 72/12 73/3 73/17 73/18 73/25 75/16 76/3 77/3 77/15 79/10 79/11 82/16 83/14 83/20 85/25 87/2 87/6 87/11 87/16 87/18 89/19 92/3 92/4 93/4 96/4 97/22 102/9 105/1 105/5 105/12 106/9 107/15 108/8 108/14 113/7 113/11 113/25 114/2 116/24 117/14 122/13 124/1 124/23 127/4 128/5 132/1 134/24 138/5 139/10 142/23 143/9 143/24 145/22 146/18 147/24 151/25 153/11 153/14 153/16 154/5 158/4 160/9 162/8 162/13 163/11 163/21 163/22 166/5 170/2 171/2 171/4 173/2 174/18 175/21 176/16 178/21 179/4 179/11 179/17 179/22 179/23 180/1 180/9 180/25 181/17 182/17 186/15 188/7 188/12 188/18 189/20 189/25 191/10 193/7 194/11 194/11 194/13 194/21 195/24 196/2 196/8 197/10 201/24 202/23 204/22 205/9 205/20 206/22 207/4 207/11 210/14 210/17 213/20 222/21 224/24 225/18 226/20 229/3 229/9 230/17 231/4 231/13 233/6 234/15 234/19 235/5 235/22 yourself [2] 181/15 193/25</p>		
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(49) yeah... - yourself



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ORDR

**DISTRICT COURT
CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT, LLC,)

Plaintiff,)

-vs-)

LAS VEGAS DEVELOPMENT FUND,)
LLC, et al.,)

Defendants.)

AND ALL RELATED COUNTERCLAIMS)

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


HEARING DATE(S)
ENTERED IN
ODYSSEY


ORDER SCHEDULING HEARING

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD

YOU ARE HEREBY ORDERED TO APPEAR in District Court, 200 Lewis Avenue, Department XVI, Courtroom 3H, on **October 9, 2019** at **1:15 p.m.** to discuss possible consolidation of the Preliminary Injunction Hearings into a trial on the merits NRCPC Rule 65(a)(2).

DATED: September 27, 2019.


TIMOTHY C. WILLIAMS
DISTRICT COURT JUDGE

TIMOTHY C. WILLIAMS
DISTRICT JUDGE
DEPARTMENT SIXTEEN
LAS VEGAS NV 89155

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CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed, I caused the foregoing document to be electronically served pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial district court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail and/or fax to all registered parties for Case No. A781084 as follows:

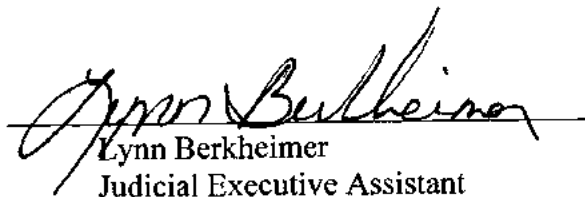
John P. Aldrich jaldrich@johnaldrichlawfirm.com

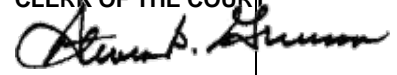
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Judicial Executive Assistant



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Matthew B. Beckstead, Esq.
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5 7866 West Sahara Avenue
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6 Telephone: (702) 853-5490
Facsimile: (702) 227-1975
7 *Attorneys for Plaintiff/Counterdefendants*

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

10 FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,
11
Plaintiff,

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

12 vs.

COUNTERDEFENDANTS VNV
DYNASTY TRUST I AND VNV
DYNASTY TRUST II'S ANSWER
TO COUNTERCLAIM

13 LAS VEGAS DEVELOPMENT FUND LLC, a
Nevada Limited Liability Company; et al.,
14
Defendants.

15 _____
16 AND ALL RELATED COUNTERCLAIMS.
17 _____

18 COME NOW Counterdefendants VNV DYNASTY TRUST I and VNV DYNASTY
19 TRUST II (hereinafter collectively "answering Counterdefendants"), by and through their
20 attorneys of record, John P. Aldrich, Esq., Catherine Hernandez, Esq., and Matthew B.
21 Beckstead, Esq., of the Aldrich Law Firm, Ltd., and for their Answer to Counterclaim on file
22 herein, deny, admit, and allege as follows:

23 ///
24

1 **GENERAL DENIAL**

2 These answering Counterdefendants have made an effort to respond to each and every
3 allegation. However, to the extent any allegation was overlooked or not responded to, these
4 answering Counterdefendants deny said allegations.

5 **ANSWER TO COUNTERCLAIM**

6 1. Answering Paragraph 1 of the Counterclaim, these answering Counterdefendants
7 deny each and every allegation contained therein.

8 **I.**

9 **PARTIES**

10 2. Answering Paragraph 2 of the Counterclaim, these answering Counterdefendants
11 state that they are without knowledge sufficient to form a belief as to the truth or falsity of the
12 allegations contained therein and, therefore, denys the same.

13 3. Answering Paragraph 3 of the Counterclaim, these answering Counterdefendants
14 state that they are without knowledge sufficient to form a belief as to the truth or falsity of the
15 allegations contained therein and, therefore, denys the same.

16 4. Answering Paragraph 4 of the Counterclaim, these answering Counterdefendants
17 state that they are without knowledge sufficient to form a belief as to the truth or falsity of the
18 allegations contained therein and, therefore, denys the same.

19 5. Answering Paragraph 5 of the Counterclaim, these answering Counterdefendants
20 state that they are without knowledge sufficient to form a belief as to the truth or falsity of the
21 allegations contained therein and, therefore, denys the same.

1 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
2 the truth or falsity of the allegations contained therein and, therefore, deny the same.

3 13. Answering Paragraph 13 of the Counterclaim, these answering Counterdefendants
4 state that there are no allegations against them in this paragraph, and thus they need not answer
5 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
6 the truth or falsity of the allegations contained therein and, therefore, deny the same.

7 14. Answering Paragraph 14 of the Counterclaim, these answering Counterdefendants
8 state that there are no allegations against them in this paragraph, and thus they need not answer
9 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
10 the truth or falsity of the allegations contained therein and, therefore, deny the same.

11 15. Answering Paragraph 15 of the Counterclaim, these answering Counterdefendants
12 state that there are no allegations against them in this paragraph, and thus they need not answer
13 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
14 the truth or falsity of the allegations contained therein and, therefore, deny the same.

15 16. Answering Paragraph 16 of the Counterclaim, these answering Counterdefendants
16 state that there are no allegations against them in this paragraph, and thus they need not answer
17 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
18 the truth or falsity of the allegations contained therein and, therefore, deny the same.

19 17. Answering Paragraph 17 of the Counterclaim, these answering Counterdefendants
20 state that there are no allegations against them in this paragraph, and thus they need not answer
21 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
22 the truth or falsity of the allegations contained therein and, therefore, deny the same.

1 18. Answering Paragraph 18 of the Counterclaim, these answering Counterdefendants
2 state that there are no allegations against them in this paragraph, and thus they need not answer
3 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
4 the truth or falsity of the allegations contained therein and, therefore, deny the same.

5 **BORROWER’S BREACHES AND DEFAULT UNDER THE CLA**

6 **A. Breach Number 1: Improper Use of Loan Proceeds – CLA § 1.7(e)**

7 19. Answering Paragraph 19 of the Counterclaim, these answering Counterdefendants
8 state that there are no allegations against them in this paragraph, and thus they need not answer
9 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
10 the truth or falsity of the allegations contained therein and, therefore, deny the same.

11 20. Answering Paragraph 20 of the Counterclaim, these answering Counterdefendants
12 state that there are no allegations against them in this paragraph, and thus they need not answer
13 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
14 the truth or falsity of the allegations contained therein and, therefore, deny the same.

15 21. Answering Paragraph 21 of the Counterclaim, these answering Counterdefendants
16 deny each and every allegation contained therein.

17 **B. Breach Number 2: Failure to Provide Government Approved Plans – CLA § 3.2(b)**

18 22. Answering Paragraph 22 of the Counterclaim, these answering Counterdefendants
19 state that there are no allegations against them in this paragraph, and thus they need not answer
20 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
21 the truth or falsity of the allegations contained therein and, therefore, deny the same.

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1 **C. Breach Number 3: Failure to Timely Complete Construction – CLA § 5.1**

2 23. Answering Paragraph 23 of the Counterclaim, these answering Counterdefendants
3 state that there are no allegations against them in this paragraph, and thus they need not answer
4 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
5 the truth or falsity of the allegations contained therein and, therefore, deny the same.

6 24. Answering Paragraph 24 of the Counterclaim, these answering Counterdefendants
7 state that there are no allegations against them in this paragraph, and thus they need not answer
8 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
9 the truth or falsity of the allegations contained therein and, therefore, deny the same.

10 25. Answering Paragraph 25 of the Counterclaim, these answering Counterdefendants
11 state that there are no allegations against them in this paragraph, and thus they need not answer
12 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
13 the truth or falsity of the allegations contained therein and, therefore, deny the same.

14 **D. Breach Number 4: Material Change of Costs, Scope or Timing of Work – CLA § 5.2**

15 26. Answering Paragraph 26 of the Counterclaim, these answering Counterdefendants
16 state that there are no allegations against them in this paragraph, and thus they need not answer
17 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
18 the truth or falsity of the allegations contained therein and, therefore, deny the same.

19 27. Answering Paragraph 27 of the Counterclaim, these answering Counterdefendants
20 state that there are no allegations against them in this paragraph, and thus they need not answer
21 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
22 the truth or falsity of the allegations contained therein and, therefore, deny the same.

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1 **E. Breach Number 5: Refusal to Comply Regarding Senior Debt – CLA §5.27**

2 28. Answering Paragraph 28 of the Counterclaim, these answering Counterdefendants
3 state that there are no allegations against them in this paragraph, and thus they need not answer
4 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
5 the truth or falsity of the allegations contained therein and, therefore, deny the same.

6 **F. Breach Number 6: Failure to Provide Monthly Project Costs – CLA § 3.2(a)**

7 29. Answering Paragraph 29 of the Counterclaim, these answering Counterdefendants
8 state that there are no allegations against them in this paragraph, and thus they need not answer
9 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
10 the truth or falsity of the allegations contained therein and, therefore, deny the same.

11 **G. Breach Number 7: Failure to Notify of Event of Default – CLA § 5.10**

12 30. Answering Paragraph 30 of the Counterclaim, these answering Counterdefendants
13 state that there are no allegations against them in this paragraph, and thus they need not answer
14 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
15 the truth or falsity of the allegations contained therein and, therefore, deny the same.

16 **H. Breach Number 8: Refusal to Allow Inspection of Records – CLA § 5.4**

17 31. Answering Paragraph 31 of the Counterclaim, these answering Counterdefendants
18 state that there are no allegations against them in this paragraph, and thus they need not answer
19 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
20 the truth or falsity of the allegations contained therein and, therefore, deny the same.

21 32. Answering Paragraph 32 of the Counterclaim, these answering Counterdefendants
22 state that there are no allegations against them in this paragraph, and thus they need not answer
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1 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
2 the truth or falsity of the allegations contained therein and, therefore, deny the same.

3 33. Answering Paragraph 33 of the Counterclaim, these answering Counterdefendants
4 state that there are no allegations against them in this paragraph, and thus they need not answer
5 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
6 the truth or falsity of the allegations contained therein and, therefore, deny the same.

7 34. Answering Paragraph 34 of the Counterclaim, these answering Counterdefendants
8 state that there are no allegations against them in this paragraph, and thus they need not answer
9 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
10 the truth or falsity of the allegations contained therein and, therefore, deny the same.

11 **I. Breach Number 9: Refusal to Allow Inspection of the Project – CLA § 3.3**

12 35. Answering Paragraph 35 of the Counterclaim, these answering Counterdefendants
13 state that there are no allegations against them in this paragraph, and thus they need not answer
14 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
15 the truth or falsity of the allegations contained therein and, therefore, deny the same.

16 36. Answering Paragraph 36 of the Counterclaim, these answering Counterdefendants
17 state that there are no allegations against them in this paragraph, and thus they need not answer
18 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
19 the truth or falsity of the allegations contained therein and, therefore, deny the same.

20 37. Answering Paragraph 37 of the Counterclaim, these answering Counterdefendants
21 state that there are no allegations against them in this paragraph, and thus they need not answer
22 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
23 the truth or falsity of the allegations contained therein and, therefore, deny the same.
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1 **J. Breach Number 10: Failure to Provide EB-5 Information – CLA § 1.7(f)**

2 38. Answering Paragraph 38 of the Counterclaim, these answering Counterdefendants
3 state that there are no allegations against them in this paragraph, and thus they need not answer
4 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
5 the truth or falsity of the allegations contained therein and, therefore, deny the same.

6 39. Answering Paragraph 39 of the Counterclaim, these answering Counterdefendants
7 state that there are no allegations against them in this paragraph, and thus they need not answer
8 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
9 the truth or falsity of the allegations contained therein and, therefore, deny the same.

10 **K. Breach Number 12[sic]: Transferring Assets to Related Parties – CLA § 5.18**

11 40. Answering Paragraph 40 of the Counterclaim, these answering Counterdefendants
12 state that there are no allegations against them in this paragraph, and thus they need not answer
13 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
14 the truth or falsity of the allegations contained therein and, therefore, deny the same.

15 41. Answering Paragraph 41 of the Counterclaim, these answering Counterdefendants
16 state that there are no allegations against them in this paragraph, and thus they need not answer
17 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
18 the truth or falsity of the allegations contained therein and, therefore, deny the same.

19 42. Answering Paragraph 42 of the Counterclaim, these answering Counterdefendants
20 deny each and every allegation contained therein.

21 43. Answering Paragraph 43 of the Counterclaim, these answering Counterdefendants
22 deny each and every allegation contained therein.

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1 44. Answering Paragraph 44 of the Counterclaim, these answering Counterdefendants
2 deny each and every allegation contained therein.

3 **L. Breach Number 11: Non Payment of Default Interest – CLA § 1.2**

4 45. Answering Paragraph 45 of the Counterclaim, these answering Counterdefendants
5 state that there are no allegations against them in this paragraph, and thus they need not answer
6 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
7 the truth or falsity of the allegations contained therein and, therefore, deny the same.

8 46. Answering Paragraph 46 of the Counterclaim, these answering Counterdefendants
9 state that there are no allegations against them in this paragraph, and thus they need not answer
10 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
11 the truth or falsity of the allegations contained therein and, therefore, deny the same.

12 **M. Breach Number 12: Non Payment of Legal Fees – CLA § 8.2**

13 47. Answering Paragraph 47 of the Counterclaim, these answering Counterdefendants
14 state that there are no allegations against them in this paragraph, and thus they need not answer
15 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
16 the truth or falsity of the allegations contained therein and, therefore, deny the same.

17 **N. Breach Number 13: Wrongfully Encumbering the Property**

18 48. Answering Paragraph 48 of the Counterclaim, these answering Counterdefendants
19 state that there are no allegations against them in this paragraph, and thus they need not answer
20 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
21 the truth or falsity of the allegations contained therein and, therefore, deny the same.

22 49. Answering Paragraph 49 of the Counterclaim, these answering Counterdefendants
23 state that there are no allegations against them in this paragraph, and thus they need not answer
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1 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
2 the truth or falsity of the allegations contained therein and, therefore, deny the same.

3 50. Answering Paragraph 50 of the Counterclaim, these answering Counterdefendants
4 state that there are no allegations against them in this paragraph, and thus they need not answer
5 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
6 the truth or falsity of the allegations contained therein and, therefore, deny the same.

7 51. Answering Paragraph 51 of the Counterclaim, these answering Counterdefendants
8 state that there are no allegations against them in this paragraph, and thus they need not answer
9 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
10 the truth or falsity of the allegations contained therein and, therefore, deny the same.

11 **FIRST CAUSE OF ACTION**
12 **(Breach of Contract Against Front Sight)**

13 52-59. Counterclaimant's First Cause of Action has been dismissed as against all
14 Counterdefendants pursuant to this Court's Order filed September 13, 2019.

15 **SECOND CAUSE OF ACTION**
16 **(Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing Against**
17 **Front Sight)**

18 60-66. Counterclaimant's Second Cause of Action has been dismissed as against all
19 Counterdefendants pursuant to this Court's Order filed September 13, 2019.

20 **THIRD CAUSE OF ACTION**
21 **(Intentional Interference with Contractual Relationships Against Ignatius Piazza, Jennifer**
22 **Piazza, and VNV Trust Defendants)**

23 67. Answering Paragraph 67 of the Counterclaim, these answering Counterdefendants
24 repeat and reallege, and incorporate herein by reference, each and every allegation contained in
Paragraphs 1 through 66 of the Counterclaim as though fully set forth herein.

1 68. Answering Paragraph 68 of the Counterclaim, these answering Counterdefendants
2 state that there are no allegations against them in this paragraph, and thus they need not answer
3 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
4 the truth or falsity of the allegations contained therein and, therefore, deny the same.

5 69. Answering Paragraph 69 of the Counterclaim, these answering Counterdefendants
6 deny each and every allegation contained therein.

7 70. Answering Paragraph 70 of the Counterclaim, these answering Counterdefendants
8 deny each and every allegation contained therein.

9 71. Answering Paragraph 71 of the Counterclaim, these answering Counterdefendants
10 state that there are no allegations against them in this paragraph, and thus they need not answer
11 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
12 the truth or falsity of the allegations contained therein and, therefore, deny the same.

13 72. Answering Paragraph 72 of the Counterclaim, these answering Counterdefendants
14 state that there are no allegations against them in this paragraph, and thus they need not answer
15 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
16 the truth or falsity of the allegations contained therein and, therefore, deny the same.

17 73. Answering Paragraph 73 of the Counterclaim, these answering Counterdefendants
18 deny each and every allegation contained therein.

19 74. Answering Paragraph 74 of the Counterclaim, these answering Counterdefendants
20 deny each and every allegation contained therein.

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1 81. Answering Paragraph 81 of the Counterclaim, this answering Counterdefendant
2 deny each and every allegation contained therein.

3 82. Answering Paragraph 82 of the Counterclaim, this answering Counterdefendant
4 deny each and every allegation contained therein.

5 83. Answering Paragraph 83 of the Counterclaim, this answering Counterdefendant
6 deny each and every allegation contained therein.

7 84. Answering Paragraph 84 of the Counterclaim, this answering Counterdefendant
8 deny each and every allegation contained therein.

9 85. Answering Paragraph 85 of the Counterclaim, this answering Counterdefendant
10 deny each and every allegation contained therein.

11 **SIXTH CAUSE OF ACTION**
12 **(Judicial Foreclosure Against Front Sight)**

13 86. Answering Paragraph 86 of the Counterclaim, these answering Counterdefendants
14 repeat and reallege, and incorporate herein by reference, each and every allegation contained in
15 Paragraphs 1 through 85 of the Counterclaim as though fully set forth herein.

16 87. Answering Paragraph 87 of the Counterclaim, these answering Counterdefendants
17 state that there are no allegations against them in this paragraph, and thus they need not answer
18 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
19 the truth or falsity of the allegations contained therein and, therefore, deny the same.

20 88. Answering Paragraph 88 of the Counterclaim, these answering Counterdefendants
21 state that there are no allegations against them in this paragraph, and thus they need not answer
22 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
23 the truth or falsity of the allegations contained therein and, therefore, deny the same.
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1 89. Answering Paragraph 89 of the Counterclaim, these answering Counterdefendants
2 state that there are no allegations against them in this paragraph, and thus they need not answer
3 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
4 the truth or falsity of the allegations contained therein and, therefore, deny the same.

5 90. Answering Paragraph 90 of the Counterclaim, these answering Counterdefendants
6 state that there are no allegations against them in this paragraph, and thus they need not answer
7 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
8 the truth or falsity of the allegations contained therein and, therefore, deny the same.

9 91. Answering Paragraph 91 of the Counterclaim, these answering Counterdefendants
10 state that there are no allegations against them in this paragraph, and thus they need not answer
11 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
12 the truth or falsity of the allegations contained therein and, therefore, deny the same.

13 92. Answering Paragraph 92 of the Counterclaim, these answering Counterdefendants
14 state that there are no allegations against them in this paragraph, and thus they need not answer
15 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
16 the truth or falsity of the allegations contained therein and, therefore, deny the same.

17 93. Answering Paragraph 93 of the Counterclaim, these answering Counterdefendants
18 state that there are no allegations against them in this paragraph, and thus they need not answer
19 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
20 the truth or falsity of the allegations contained therein and, therefore, deny the same.

21 94. Answering Paragraph 94 of the Counterclaim, these answering Counterdefendants
22 state that there are no allegations against them in this paragraph, and thus they need not answer
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1 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
2 the truth or falsity of the allegations contained therein and, therefore, deny the same.

3 **SEVENTH CAUSE OF ACTION**
4 **(Waste Against All Counterdefendants)**

5 95. Answering Paragraph 95 of the Counterclaim, these answering Counterdefendants
6 repeat and reallege, and incorporate herein by reference, each and every allegation contained in
7 Paragraphs 1 through 94 of the Counterclaim as though fully set forth herein.

8 96. Answering Paragraph 96 of the Counterclaim, these answering Counterdefendants
9 state that the allegations contained therein constitute conclusions of law and thus require no
10 answer; however, to the extent they contain allegations of fact, these answering
11 Counterdefendants deny each and every allegation contained therein.

12 97. Answering Paragraph 97 of the Counterclaim, these answering Counterdefendants
13 admit the allegations contained therein.

14 98. Answering Paragraph 98 of the Counterclaim, these answering Counterdefendants
15 deny each and every allegation contained therein.

16 99. Answering Paragraph 99 of the Counterclaim, these answering Counterdefendants
17 deny each and every allegation contained therein.

18 100. Answering Paragraph 100 of the Counterclaim, these answering
19 Counterdefendants deny each and every allegation contained therein.

20 101. Answering Paragraph 101 of the Counterclaim, these answering
21 Counterdefendants deny each and every allegation contained therein.

22 102. Answering Paragraph 102 of the Counterclaim, these answering
23 Counterdefendants deny each and every allegation contained therein.

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1 **AFFIRMATIVE DEFENSES**

2 These answering Counterdefendants assert the following Affirmative Defenses to the
3 Counterclaim, and the claims asserted therein, and these answering Counterdefendants
4 specifically incorporate into their Affirmative Defenses their answers to the preceding
5 paragraphs of the Counterclaim as if fully set forth herein.

6 **FIRST AFFIRMATIVE DEFENSE**

7 Counterclaimant's Counterclaim, and all of the claims for relief alleged therein, fails to
8 state a claim against these answering Counterdefendants upon which relief can be granted.

9 **SECOND AFFIRMATIVE DEFENSE**

10 Counterclaimant's claims are barred, in whole or in part, by the doctrine of unclean
11 hands.

12 **THIRD AFFIRMATIVE DEFENSE**

13 Counterclaimant's claims are barred, in whole or in part, by Counterclaimant's bad faith
14 in bringing this action including, but not limited to, its wrongful conduct as set forth more fully
15 in the Complaint on file in this action.

16 **FOURTH AFFIRMATIVE DEFENSE**

17 Counterclaimant has not been damaged directly, indirectly, proximately or in any manner
18 whatsoever by any conduct of these answering Counterdefendants.

19 **FIFTH AFFIRMATIVE DEFENSE**

20 These answering Counterdefendants are not in breach of any agreement with
21 Counterclaimant, and, thus, are not in default under the terms of any agreement with
22 Counterclaimant. If any party is in breach of any agreement, it is Counterclaimant for the
23 reasons set forth more fully in the Complaint on file in this action.

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SIXTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by doctrine of waiver.

SEVENTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by doctrines of promissory, equitable, and/or contractual estoppel.

EIGHTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, on the ground that these answering Counterdefendants have fully complied with any and all agreements between the parties.

NINTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by the doctrine of laches and/or the applicable statute of limitations.

TENTH AFFIRMATIVE DEFENSE

To the extent any agreement exists between Counterclaimant and these answering Counterdefendants, Counterclaimant failed to perform its obligations under said agreements and breached its obligations there under.

ELEVENTH AFFIRMATIVE DEFENSE

The damages, if any, which Counterclaimant has suffered were caused, in whole or in part, by the acts or omissions of Counterclaimant or its agents and representatives, or were caused by the acts or omissions of a third party over whom these answering Counterdefendants have no control.

TWELFTH AFFIRMATIVE DEFENSE

Counterclaimant has failed to mitigate its damages.

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THIRTEENTH AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred, in whole or in part, by Counterclaimant's own bad faith, fraudulent acts, omissions and misrepresentations, whether intentional, negligent, or constructive.

FOURTEENTH AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred, in whole or in part, as a result of its own conduct.

FIFTEENTH AFFIRMATIVE DEFENSE

Counterclaimant is involved in conduct which, if carried to its fruition, would materially alter the parties understanding, thereby releasing these answering Counterdefendants from any obligation under any alleged agreement.

SIXTEENTH AFFIRMATIVE DEFENSE

Counterclaimant's claims, to the extent they are asserted against these answering Counterdefendants, are barred, in whole or in part, by the fiduciary shield doctrine and, as a consequence thereof, this Court lacks jurisdiction over these individuals and any and all claims asserted in this action against them should be dismissed with prejudice.

SEVENTEENTH AFFIRMATIVE DEFENSE

Counterclaimant, with full knowledge of all the facts connected with or relating to the transaction alleged in the Counterclaim, ratified and confirmed in all respects the acts of these answering Counterdefendants.

EIGHTEENTH AFFIRMATIVE DEFENSE

The claims, and each of them, are barred, in whole or in part, by the failure of the Counterclaimant to plead those claims with particularity.

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NINETEENTH AFFIRMATIVE DEFENSE

These answering Counterdefendants are not the alter-ego of the other or that of the Counterdefendants to this action and, as a consequence thereof, this Court lacks jurisdiction over said Counterdefendants. Consequently, to the extent any claim asserted in the Counterclaim is based upon Counterclaimant’s alter-ego claim, any and all such claims should be dismissed with prejudice as to all, or any one, of these answering Counterdefendants.

TWENTIETH AFFIRMATIVE DEFENSE

Counterclaimant has failed to mitigate damages and is therefore barred from recovering alleged damages.

TWENTY-FIRST AFFIRMATIVE DEFENSE

The damages, if any, suffered by Counterclaimant were proximately caused or contributed to by Counterclaimant’s own negligence, and such negligence was greater than the negligence, if any, of these answering Counterdefendants.

TWENTY-SECOND AFFIRMATIVE DEFENSE

These answering Counterdefendants allege that they have performed each and every one of its obligations, if any, under the written agreement. Nevertheless, to the extent that these answering Counterdefendants are found to have failed to perform any of its obligations under their agreement with Counterclaimant, these answering Counterdefendants are informed and believe that they have done so only because Counterclaimant prevented these answering Counterdefendants’ performance by, among other things, making material misstatements and material omissions to these answering Counterdefendants, in violation of Counterclaimant’s contractual agreement with these answering Counterdefendants.

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TWENTY-THIRD AFFIRMATIVE DEFENSE

These answering Counterdefendants did not commit any acts of oppression, fraud or malice, express or implied.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

These answering Counterdefendants allege on information and belief that they have performed each and every one of their obligations, if any, under their written agreement with Counterclaimant. Nevertheless, to the extent that these answering Counterdefendants are found to have failed to fulfill any of their obligations under the written agreement with Counterclaimant, these answering Counterdefendants are informed and believe that such obligations were impossible to perform at the time they were to have performed them because Counterclaimant made material misstatements and material omissions to these answering Counterdefendants that prevented it from performing their obligations under the written agreement.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

These answering Counterdefendants allege on information and belief that they have performed each and every one of their obligations, if any, under their written agreement with Counterclaimant. Nevertheless, to the extent that these answering Counterdefendants are found to have failed to fulfill their obligations under the written agreement, these answering Counterdefendants are informed and believe that Counterclaimant’s material misstatements and material omissions have operated to excuse these answering Counterdefendants’ performance under the Doctrine of Frustration of Purpose.

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TWENTY-SIXTH AFFIRMATIVE DEFENSE

Counterclaimant failed to perform its obligations under the agreement at issue and breached his obligations thereunder, thereby discharging these answering Counterdefendants' obligations to perform.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

It has been necessary for these answering Counterdefendants to retain the services of an attorney to defend this action and they are entitled to a reasonable sum as and for attorneys' fees.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred by Counterclaimant's own fraudulent acts, fraud, fraudulent inducements, constructive fraud, omissions and misrepresentations whether intentional, negligent, or constructive.

TWENTY-NINTH AFFIRMATIVE DEFENSE

Counterclaimant's alter-ego claim is barred as the requisite unity of interest and ownership required by Nevada law is lacking.

THIRTIETH AFFIRMATIVE DEFENSE

Counterclaimant's civil conspiracy claim is barred as Nevada does not recognize conspiracy between a corporation and its agents since agents and employees of a corporation cannot conspire with the corporate principal where they act in their official capacities on behalf of the corporation.

THIRTY-FIRST AFFIRMATIVE DEFENSE

Counterclaimant's civil conspiracy claim is barred since there is no combination of two or more persons who, by some concerted action, intended to accomplish some unlawful objective for the purpose of harming another which resulted in damages to Counterclaimant.

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THIRTY-SECOND AFFIRMATIVE DEFENSE

Counterclaimant’s concert of action is barred as Nevada does not recognize such a cause of action and, thus, this claim is not cognizable under any set of circumstances.

THIRTY-THIRD AFFIRMATIVE DEFENSE

These answering Counterdefendants are informed, believe, and thereon allege that if any contract, obligations, or amendments, as alleged in Counterclaimant’s Counterclaim on file herein, have been entered into, any duty or performance of these answering Counterdefendants is excused by reason of failure of consideration, waiver, breach of condition precedent, breach by the Counterclaimant, impossibility of performance, material breach by the Counterclaimant, prevention by Counterclaimant, frustration of purpose, and/or acceptance by Counterclaimant.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

The contract and/or contracts existing between the Counterclaimant and these answering Counterdefendants are unconscionable.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

Counterclaimant’s material misstatements and material omissions require rescission of the contract(s), if any, between these answering Counterdefendants and Counterclaimant.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

At all times relevant to this action, these answering Counterdefendants have acted in good faith under the terms of any written agreement that may exist or have existed between either of these answering Counterdefendants and Counterclaimant.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

Pursuant to Nevada Rules of Civil Procedure, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry

1 upon the filing of this Answer and, therefore, these answering Counterdefendants reserve the
2 right to amend this Answer to allege additional Affirmative Defenses if subsequent investigation
3 warrants.

4 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

5 As applicable, these answering Counterdefendants assert the affirmative defenses
6 referenced in NRCP 8(c).

7 **PRAYER FOR RELIEF**

8 WHEREFORE, as to Defendant's Counterclaim, these answering Counterdefendants
9 pray for judgment as follows:

- 10 1. That Defendant takes nothing by way of its Counterclaim;
- 11 2. For costs of suit incurred herein;
- 12 3. For reasonable attorneys' fees incurred herein; and
- 13 4. For such other and further relief as the Court may deem just and proper.

14 Dated this 30th day of September, 2019.

15 **ALDRICH LAW FIRM, LTD.**

16 /s/ John P. Aldrich
17 John P. Aldrich, Esq.
18 Nevada Bar No. 6877
19 Catherine Hernandez, Esq.
20 Nevada Bar No. 8410
21 Matthew B. Beckstead, Esq.
22 Nevada Bar No. 14168
23 7866 West Sahara Avenue
24 Las Vegas, Nevada 89117
Telephone: (702) 853-5490
Facsimile: (702) 227-1975
Attorneys for Plaintiff/Counterdefendants

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 30th day of September, 2019, I caused the foregoing
3 **COUNTERDEFENDANTS VNV DYNASTY TRUST I AND VNV DYNASTY TRUST II'S**
4 **ANSWER TO COUNTERCLAIM** to be electronically filed and served with the Clerk of the
5 Court using Wiznet which will send notification of such filing to the email addresses denoted on
6 the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the
7 Electronic Mail Notice List, to the following parties:

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

13 C. Keith Greer, Esq.
14 16855 West Bernardo Drive, Suite 255
San Diego, CA 92127
Attorneys for Defendants LAS VEGAS DEVELOPMENT FUND
15 *LLC, EB5IMPACT CAPITAL REGIONAL CENTER LLC,*
16 *EB5 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA,*
JON FLEMING and LINDA STANWOOD

17
18 /s/ T. Bixenmann
19 An employee of ALDRICH LAW FIRM, LTD.
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ANS
John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
Matthew B. Beckstead, Esq.
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Las Vegas, NV 89117
Telephone: (702) 853-5490
Facsimile: (702) 227-1975
Attorneys for Plaintiff/Counterdefendants

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

FRONT SIGHT MANAGEMENT LLC, a
Nevada Limited Liability Company,

Plaintiff,

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

vs.

**COUNTERDEFENDANT DR.
IGNATIUS PIAZZA'S ANSWER TO
COUNTERCLAIM**

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

Defendants.

AND ALL RELATED COUNTERCLAIMS.

COMES NOW Counterdefendant DR. IGNATIUS PIAZZA (hereinafter "answering Counterdefendant"), by and through his attorneys of record, John P. Aldrich, Esq., Catherine Hernandez, Esq., and Matthew B. Beckstead, Esq., of the Aldrich Law Firm, Ltd., and for his Answer to Counterclaim on file herein, denies, admits, and alleges as follows:

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1 **GENERAL DENIAL**

2 This answering Counterdefendant has made an effort to respond to each and every
3 allegation. However, to the extent any allegation was overlooked or not responded to, this
4 answering Counterdefendant denies said allegations.

5 **ANSWER TO COUNTERCLAIM**

6 1. Answering Paragraph 1 of the Counterclaim, this answering Counterdefendant
7 denies each and every allegation contained therein.

8 **I.**

9 **PARTIES**

10 2. Answering Paragraph 2 of the Counterclaim, this answering Counterdefendant
11 admits that Las Vegas Development Fund LLC is a Nevada limited liability company. As to the
12 remaining allegations set forth in Paragraph 2, this answering Counterdefendant states that the
13 allegations contained therein constitute conclusions of law and thus require no answer; however,
14 to the extent they contain allegations of fact, this answering Counterdefendant denies each and
15 every allegation contained therein.

16 3. Answering Paragraph 3 of the Counterclaim, this answering Counterdefendant
17 admits that Front Sight Management LLC is a Nevada limited liability company. As to the
18 remaining allegations set forth in Paragraph 2, this answering Counterdefendant denies each and
19 every allegation contained therein.

20 4. Answering Paragraph 4 of the Counterclaim, this answering Counterdefendant
21 admits that VNV Dynasty Trust I was organized and exists under the laws of Nevada. As to the
22 remaining allegations set forth in Paragraph 4, this answering Counterdefendant denies each and
23 every allegation contained therein.
24

1 5. Answering Paragraph 5 of the Counterclaim, this answering Counterdefendant
2 admits that VNV Dynasty Trust II was organized and exists under the laws of Nevada. As to the
3 remaining allegations set forth in Paragraph 5, this answering Counterdefendant denies each and
4 every allegation contained therein.

5 6. Answering Paragraph 6 of the Counterclaim, this answering Counterdefendant
6 admits that Ignatius A. Piazza, II is the owner of Front Sight Management LLC. As to the
7 remaining allegations set forth in Paragraph 6, this answering Counterdefendant denies each and
8 every allegation contained therein.

9 7. Answering Paragraph 7 of the Counterclaim, this answering Counterdefendant
10 denies each and every allegation contained therein.

11 8. Answering Paragraph 8 of the Counterclaim, this answering Counterdefendant
12 states that the allegations contained therein constitute conclusions of law and thus require no
13 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
14 denies each and every allegation contained therein.

15 9. Answering Paragraph 9 of the Counterclaim, this answering Counterdefendant
16 states that the allegations contained therein constitute conclusions of law and thus require no
17 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
18 denies each and every allegation contained therein.

19 10. Answering Paragraph 10 of the Counterclaim, this answering Counterdefendant
20 denies each and every allegation contained therein.

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II.

GENERAL ALLEGATIONS

11. Answering Paragraph 11 of the Counterclaim, this answering Counterdefendant states that the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent they contain allegations of fact, this answering Counterdefendant denies each and every allegation contained therein.

12. Answering Paragraph 12 of the Counterclaim, this answering Counterdefendant asserts that the Counterclaim does not indicate whom Counterclaimant claims described the “Project” as described in Paragraph 12 of the Counterclaim. Consequently, this answering Counterdefendant is without knowledge sufficient for form a belief as to the truth or falsity of the allegations contained in Paragraph 12, and therefore denies the facts asserted therein.

13. Answering Paragraph 13 of the Counterclaim, this answering Counterdefendant states that it is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

14. Answering Paragraph 14 of the Counterclaim, this answering Counterdefendant states that the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent they contain allegations of fact, this answering Counterdefendant states that it is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

15. Answering Paragraph 15 of the Counterclaim, this answering Counterdefendant states that the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent they contain allegations of fact, this answering Counterdefendant denies each and every allegation contained therein.

1 16. Answering Paragraph 16 of the Counterclaim, this answering Counterdefendant
2 asserts that the document speaks for itself and denies facts inconsistent with the document.

3 17. Answering Paragraph 17 of the Counterclaim, this answering Counterdefendant
4 asserts that the document speaks for itself and denies facts inconsistent with the document.

5 18. Answering Paragraph 18 of the Counterclaim, this answering Counterdefendant
6 asserts that the document speaks for itself and denies facts inconsistent with the document.

7 **BORROWER’S BREACHES AND DEFAULT UNDER THE CLA**

8 **A. Breach Number 1: Improper Use of Loan Proceeds – CLA § 1.7(e)**

9 19. Answering Paragraph 19 of the Counterclaim, this answering Counterdefendant
10 denies each and every allegation contained therein.

11 20. Answering Paragraph 20 of the Counterclaim, this answering Counterdefendant
12 denies each and every allegation contained therein.

13 21. Answering Paragraph 21 of the Counterclaim, this answering Counterdefendant
14 denies each and every allegation contained therein.

15 **B. Breach Number 2: Failure to Provide Government Approved Plans – CLA § 3.2(b)**

16 22. Answering Paragraph 22 of the Counterclaim, this answering Counterdefendant
17 asserts that the document speaks for itself and denies facts inconsistent with the document.
18 Additionally, this answering Counterdefendant states that the allegations contained therein
19 constitute conclusions of law and thus require no answer; however, to the extent they contain
20 allegations of fact, this answering Counterdefendant denies each and every allegation contained
21 therein.

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1 **C. Breach Number 3: Failure to Timely Complete Construction – CLA § 5.1**

2 23. Answering Paragraph 23 of the Counterclaim, this answering Counterdefendant
3 asserts that the document speaks for itself and denies facts inconsistent with the document.
4 Additionally, this answering Counterdefendant states that the allegations contained therein
5 constitute conclusions of law and thus require no answer; however, to the extent they contain
6 allegations of fact, this answering Counterdefendant denies each and every allegation contained
7 therein.

8 24. Answering Paragraph 24 of the Counterclaim, this answering Counterdefendant
9 denies each and every allegation contained therein.

10 25. Answering Paragraph 25 of the Counterclaim, this answering Counterdefendant
11 denies each and every allegation contained therein.

12 **D. Breach Number 4: Material Change of Costs, Scope or Timing of Work – CLA § 5.2**

13 26. Answering Paragraph 26 of the Counterclaim, this answering Counterdefendant
14 asserts that the document speaks for itself and denies facts inconsistent with the document.

15 27. Answering Paragraph 27 of the Counterclaim, this answering Counterdefendant
16 denies each and every allegation contained therein.

17 **E. Breach Number 5: Refusal to Comply Regarding Senior Debt – CLA §5.27**

18 28. Answering Paragraph 28 of the Counterclaim, this answering Counterdefendant
19 asserts that the document speaks for itself and denies facts inconsistent with the document.

20 **F. Breach Number 6: Failure to Provide Monthly Project Costs – CLA § 3.2(a)**

21 29. Answering Paragraph 29 of the Counterclaim, this answering Counterdefendant
22 denies each and every allegation contained therein.

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1 **G. Breach Number 7: Failure to Notify of Event of Default – CLA § 5.10**

2 30. Answering Paragraph 30 of the Counterclaim, this answering Counterdefendant
3 asserts that the document speaks for itself and denies facts inconsistent with the document.

4 **H. Breach Number 8: Refusal to Allow Inspection of Records – CLA § 5.4**

5 31. Answering Paragraph 31 of the Counterclaim, this answering Counterdefendant
6 asserts that the document speaks for itself and denies facts inconsistent with the document.

7 32. Answering Paragraph 32 of the Counterclaim, this answering Counterdefendant
8 states that the allegations contained therein constitute conclusions of law and thus require no
9 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
10 denies each and every allegation contained therein.

11 33. Answering Paragraph 33 of the Counterclaim, this answering Counterdefendant
12 asserts that the document speaks for itself and denies facts inconsistent with the document.
13 Additionally, this answering Counterdefendant states that the allegations contained therein
14 constitute conclusions of law and thus require no answer; however, to the extent they contain
15 allegations of fact, this answering Counterdefendant denies each and every allegation contained
16 therein.

17 34. Answering Paragraph 34 of the Counterclaim, this answering Counterdefendant
18 states that the allegations contained therein constitute conclusions of law and thus require no
19 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
20 denies each and every allegation contained therein.

21 **I. Breach Number 9: Refusal to Allow Inspection of the Project – CLA § 3.3**

22 35. Answering Paragraph 35 of the Counterclaim, this answering Counterdefendant
23 asserts that the document speaks for itself and denies facts inconsistent with the document.

1 36. Answering Paragraph 36 of the Counterclaim, this answering Counterdefendant
2 states that the allegations contained therein constitute conclusions of law and thus require no
3 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
4 denies each and every allegation contained therein.

5 37. Answering Paragraph 37 of the Counterclaim, this answering Counterdefendant
6 states that the allegations contained therein constitute conclusions of law and thus require no
7 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
8 denies each and every allegation contained therein.

9 **J. Breach Number 10: Failure to Provide EB-5 Information – CLA § 1.7(f)**

10 38. Answering Paragraph 38 of the Counterclaim, this answering Counterdefendant
11 asserts that the document speaks for itself and denies facts inconsistent with the document.
12 Additionally, this answering Counterdefendant states that the allegations contained therein
13 constitute conclusions of law and thus require no answer; however, to the extent they contain
14 allegations of fact, this answering Counterdefendant denies each and every allegation contained
15 therein.

16 39. Answering Paragraph 39 of the Counterclaim, this answering Counterdefendant
17 states that the allegations contained therein constitute conclusions of law and thus require no
18 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
19 denies each and every allegation contained therein.

20 **K. Breach Number 12[sic]: Transferring Assets to Related Parties – CLA § 5.18**

21 40. Answering Paragraph 40 of the Counterclaim, this answering Counterdefendant
22 asserts that the document speaks for itself and denies facts inconsistent with the document.
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1 41. Answering Paragraph 41 of the Counterclaim, this answering Counterdefendant
2 denies each and every allegation contained therein.

3 42. Answering Paragraph 42 of the Counterclaim, this answering Counterdefendant
4 denies each and every allegation contained therein.

5 43. Answering Paragraph 43 of the Counterclaim, this answering Counterdefendant
6 denies each and every allegation contained therein.

7 44. Answering Paragraph 44 of the Counterclaim, this answering Counterdefendant
8 denies each and every allegation contained therein.

9 **L. Breach Number 11: Non Payment of Default Interest – CLA § 1.2**

10 45. Answering Paragraph 45 of the Counterclaim, this answering Counterdefendant
11 asserts that the document speaks for itself and denies facts inconsistent with the document.
12 Additionally, this answering Counterdefendant states that the allegations contained therein
13 constitute conclusions of law and thus require no answer; however, to the extent they contain
14 allegations of fact, this answering Counterdefendant denies each and every allegation contained
15 therein.

16 46. Answering Paragraph 46 of the Counterclaim, this answering Counterdefendant
17 states that the allegations contained therein constitute conclusions of law and thus require no
18 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
19 denies each and every allegation contained therein.

20 **M. Breach Number 12: Non Payment of Legal Fees – CLA § 8.2**

21 47. Answering Paragraph 47 of the Counterclaim, this answering Counterdefendant
22 asserts that the document speaks for itself and denies facts inconsistent with the document.
23 Additionally, this answering Counterdefendant states that the allegations contained therein
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1 constitute conclusions of law and thus require no answer; however, to the extent they contain
2 allegations of fact, this answering Counterdefendant denies each and every allegation contained
3 therein.

4 **N. Breach Number 13: Wrongfully Encumbering the Property**

5 48. Answering Paragraph 48 of the Counterclaim, this answering Counterdefendant
6 asserts that the document speaks for itself and denies facts inconsistent with the document.

7 49. Answering Paragraph 49 of the Counterclaim, this answering Counterdefendant
8 denies each and every allegation contained therein.

9 50. Answering Paragraph 50 of the Counterclaim, this answering Counterdefendant
10 denies each and every allegation contained therein.

11 51. Answering Paragraph 51 of the Counterclaim, this answering Counterdefendant
12 denies each and every allegation contained therein.

13 **FIRST CAUSE OF ACTION**
14 **(Breach of Contract Against Front Sight)**

15 52-59. Counterclaimant's First Cause of Action has been dismissed as against all
16 Counterdefendants pursuant to this Court's Order filed September 13, 2019.

17 **SECOND CAUSE OF ACTION**
18 **(Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing Against**
19 **Front Sight)**

20 60-66. Counterclaimant's Second Cause of Action has been dismissed as against all
21 Counterdefendants pursuant to this Court's Order filed September 13, 2019.

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1 these allegations, but nevertheless, he is without knowledge sufficient to form a belief as to the
2 truth or falsity of the allegations contained therein and, therefore, denies the same.

3 91. Answering Paragraph 91 of the Counterclaim, this answering Counterdefendant
4 states that there are no allegations against him in this paragraph, and thus he need not answer
5 these allegations, but nevertheless, he is without knowledge sufficient to form a belief as to the
6 truth or falsity of the allegations contained therein and, therefore, denies the same.

7 92. Answering Paragraph 92 of the Counterclaim, this answering Counterdefendant
8 states that there are no allegations against him in this paragraph, and thus he need not answer
9 these allegations, but nevertheless, he is without knowledge sufficient to form a belief as to the
10 truth or falsity of the allegations contained therein and, therefore, denies the same.

11 93. Answering Paragraph 93 of the Counterclaim, this answering Counterdefendant
12 states that there are no allegations against him in this paragraph, and thus he need not answer
13 these allegations, but nevertheless, he is without knowledge sufficient to form a belief as to the
14 truth or falsity of the allegations contained therein and, therefore, denies the same.

15 94. Answering Paragraph 94 of the Counterclaim, this answering Counterdefendant
16 states that there are no allegations against him in this paragraph, and thus he need not answer
17 these allegations, but nevertheless, he is without knowledge sufficient to form a belief as to the
18 truth or falsity of the allegations contained therein and, therefore, denies the same.

19 **SEVENTH CAUSE OF ACTION**
20 **(Waste Against All Counterdefendants)**

21 95. Answering Paragraph 95 of the Counterclaim, this answering Counterdefendant
22 repeats and realleges, and incorporates herein by reference, each and every allegation contained
23 in Paragraphs 1 through 94 of the Counterclaim as though fully set forth herein.
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FIRST AFFIRMATIVE DEFENSE

Counterclaimant’s Counterclaim, and all of the claims for relief alleged therein, fails to state a claim against this answering Counterdefendant upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by the doctrine of unclean hands.

THIRD AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by Counterclaimant’s bad faith in bringing this action including, but not limited to, its wrongful conduct as set forth more fully in the Complaint on file in this action.

FOURTH AFFIRMATIVE DEFENSE

Counterclaimant has not been damaged directly, indirectly, proximately or in any manner whatsoever by any conduct of this answering Counterdefendant.

FIFTH AFFIRMATIVE DEFENSE

This answering Counterdefendant is not in breach of any agreement with Counterclaimant, and, thus, is not in default under the terms of any agreement with Counterclaimant. If any party is in breach of any agreement, it is Counterclaimant for the reasons set forth more fully in the Complaint on file in this action.

SIXTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by doctrine of waiver.

SEVENTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by doctrines of promissory, equitable, and/or contractual estoppel.

1 **EIGHTH AFFIRMATIVE DEFENSE**

2 Counterclaimant's claims are barred, in whole or in part, on the ground that this
3 answering Counterdefendant has fully complied with any and all agreements between the parties.

4 **NINTH AFFIRMATIVE DEFENSE**

5 Counterclaimant's claims are barred, in whole or in part, by the doctrine of laches and/or
6 the applicable statute of limitations.

7 **TENTH AFFIRMATIVE DEFENSE**

8 To the extent any agreement exists between Counterclaimant and this answering
9 Counterdefendant, Counterclaimant failed to perform its obligations under said agreements and
10 breached its obligations there under.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 The damages, if any, which Counterclaimant has suffered were caused, in whole or in
13 part, by the acts or omissions of Counterclaimant or its agents and representatives, or were
14 caused by the acts or omissions of a third party over whom this answering Counterdefendant has
15 no control.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 Counterclaimant has failed to mitigate its damages.

18 **THIRTEENTH AFFIRMATIVE DEFENSE**

19 Counterclaimant's claims are barred, in whole or in part, by Counterclaimant's own bad
20 faith, fraudulent acts, omissions and misrepresentations, whether intentional, negligent, or
21 constructive.

22 **FOURTEENTH AFFIRMATIVE DEFENSE**

23 Counterclaimant's claims are barred, in whole or in part, as a result of its own conduct.
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FIFTEENTH AFFIRMATIVE DEFENSE

Counterclaimant is involved in conduct which, if carried to its fruition, would materially alter the parties understanding, thereby releasing this answering Counterdefendant from any obligation under any alleged agreement.

SIXTEENTH AFFIRMATIVE DEFENSE

Counterclaimant's claims, to the extent they are asserted against this answering Counterdefnedant, are barred, in whole or in part, by the fiduciary shield doctrine and, as a consequence thereof, this Court lacks jurisdiction over these individuals and any and all claims asserted in this action against them should be dismissed with prejudice.

SEVENTEENTH AFFIRMATIVE DEFENSE

Counterclaimant, with full knowledge of all the facts connected with or relating to the transaction alleged in the Counterclaim, ratified and confirmed in all respects the acts of this answering Counterdefendant.

EIGHTEENTH AFFIRMATIVE DEFENSE

The claims, and each of them, are barred, in whole or in part, by the failure of the Counterclaimant to plead those claims with particularity.

NINETEENTH AFFIRMATIVE DEFENSE

This answering Counterdefendant is not the alter-ego of the other or that of the Counterdefendants to this action and, as a consequence thereof, this Court lacks jurisdiction over said Counterdefendants. Consequently, to the extent any claim asserted in the Counterclaim is based upon Counterclaimant's alter-ego claim, any and all such claims should be dismissed with prejudice as to all, or any one, of this answering Counterdefendant.

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TWENTIETH AFFIRMATIVE DEFENSE

Counterclaimant has failed to mitigate damages and is therefore barred from recovering alleged damages.

TWENTY-FIRST AFFIRMATIVE DEFENSE

The damages, if any, suffered by Counterclaimant were proximately caused or contributed to by Counterclaimant’s own negligence, and such negligence was greater than the negligence, if any, of this answering Counterdefendant.

TWENTY-SECOND AFFIRMATIVE DEFENSE

This answering Counterdefendant alleges that it has performed each and every one of its obligations, if any, under the written agreement. Nevertheless, to the extent that this answering Counterdefendant is found to have failed to perform any of its obligations under its agreement with Counterclaimant, this answering Counterdefendant is informed and believes that it has done so only because Counterclaimant prevented this answering Counterdefendant’s performance by, among other things, making material misstatements and material omissions to this answering Counterdefendant, in violation of Counterclaimant’s contractual agreement with this answering Counterdefendant.

TWENTY-THIRD AFFIRMATIVE DEFENSE

This answering Counterdefendant did not commit any acts of oppression, fraud or malice, express or implied.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

This answering Counterdefendant alleges on information and belief that it has performed each and every one of its obligations, if any, under its written agreement with Counterclaimant. Nevertheless, to the extent that this answering Counterdefendant is found to have failed to fulfill

1 any of its obligations under the written agreement with Counterclaimant, this answering
2 Counterdefendant is informed and believes that such obligations were impossible to perform at
3 the time it was to have performed them because Counterclaimant made material misstatements
4 and material omissions to this answering Counterdefendant that prevented it from performing its
5 obligations under the written agreement.

6 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

7 This answering Counterdefendant alleges on information and belief that it has performed
8 each and every one of its obligations, if any, under its written agreement with Counterclaimant.
9 Nevertheless, to the extent that this answering Counterdefendant is found to have failed to fulfill
10 its obligations under the written agreement, this answering Counterdefendant is informed and
11 believes that Counterclaimant's material misstatements and material omissions have operated to
12 excuse this answering Counterdefendant's performance under the Doctrine of Frustration of
13 Purpose.

14 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

15 Counterclaimant failed to perform its obligations under the agreement at issue and
16 breached his obligations thereunder, thereby discharging this answering Counterdefendant's
17 obligations to perform.

18 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

19 It has been necessary for this answering Counterdefendant to retain the services of an
20 attorney to defend this action and it is entitled to a reasonable sum as and for attorneys' fees.

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TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred by Counterclaimant’s own fraudulent acts, fraud, fraudulent inducements, constructive fraud, omissions and misrepresentations whether intentional, negligent, or constructive.

TWENTY-NINTH AFFIRMATIVE DEFENSE

Counterclaimant’s alter-ego claim is barred as the requisite unity of interest and ownership required by Nevada law is lacking.

THIRTIETH AFFIRMATIVE DEFENSE

Counterclaimant’s civil conspiracy claim is barred as Nevada does not recognize conspiracy between a corporation and its agents since agents and employees of a corporation cannot conspire with the corporate principal where they act in their official capacities on behalf of the corporation.

THIRTY-FIRST AFFIRMATIVE DEFENSE

Counterclaimant’s civil conspiracy claim is barred since there is no combination of two or more persons who, by some concerted action, intended to accomplish some unlawful objective for the purpose of harming another which resulted in damages to Counterclaimant.

THIRTY-SECOND AFFIRMATIVE DEFENSE

Counterclaimant’s concert of action is barred as Nevada does not recognize such a cause of action and, thus, this claim is not cognizable under any set of circumstances.

THIRTY-THIRD AFFIRMATIVE DEFENSE

This answering Counterdefendant is informed, believes, and thereon alleges that if any contract, obligations, or amendments, as alleged in Counterclaimant’s Counterclaim on file herein, have been entered into, any duty or performance of this answering Counterdefendant is

1 excused by reason of failure of consideration, waiver, breach of condition precedent, breach by
2 the Counterclaimant, impossibility of performance, material breach by the Counterclaimant,
3 prevention by Counterclaimant, frustration of purpose, and/or acceptance by Counterclaimant.

4 **THIRTY-FOURTH AFFIRMATIVE DEFENSE**

5 The contract and/or contracts existing between the Counterclaimant and this answering
6 Counterdefendant are unconscionable.

7 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

8 Counterclaimant's material misstatements and material omissions require rescission of
9 the contract(s), if any, between this answering Counterdefendant and Counterclaimant.

10 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

11 At all times relevant to this action, this answering Counterdefendant has acted in good
12 faith under the terms of any written agreement that may exist or have existed between either of
13 this answering Counterdefendant and Counterclaimant.

14 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

15 Pursuant to Nevada Rules of Civil Procedure, all possible affirmative defenses may not
16 have been alleged herein insofar as sufficient facts were not available after reasonable inquiry
17 upon the filing of this Answer and, therefore, this answering Counterdefendant reserves the right
18 to amend this Answer to allege additional Affirmative Defenses if subsequent investigation
19 warrants.

20 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

21 As applicable, this answering Counterdefendant asserts the affirmative defenses
22 referenced in NRCP 8(c).

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PRAYER FOR RELIEF

WHEREFORE, as to Defendant’s Counterclaim, this answering Counterdefendant prays for judgment as follows:

- 1. That Defendant takes nothing by way of its Counterclaim;
- 2. For costs of suit incurred herein;
- 3. For reasonable attorneys’ fees incurred herein; and
- 4. For such other and further relief as the Court may deem just and proper.

Dated this 30th day of September, 2019.

ALDRICH LAW FIRM, LTD.

/s/ John P. Aldrich
John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
Matthew B. Beckstead, Esq.
Nevada Bar No. 14168
7866 West Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 853-5490
Facsimile: (702) 227-1975
Attorneys for Plaintiff/Counterdefendants

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 30th day of September, 2019, I caused the foregoing
3 **COUNTERDEFENDANT DR. IGNATIUS PIAZZA’S ANSWER TO COUNTERCLAIM**
4 to be electronically filed and served with the Clerk of the Court using Wiznet which will send
5 notification of such filing to the email addresses denoted on the Electronic Mail Notice List, or
6 by U.S. mail, postage prepaid, if not included on the Electronic Mail Notice List, to the
7 following parties:

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17
18 /s/ T. Bixenmann
19 An employee of ALDRICH LAW FIRM, LTD.
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ANS
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**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

**COUNTERDEFENDANT FRONT
SIGHT MANAGEMENT LLC'S
ANSWER TO COUNTERCLAIM**

AND ALL RELATED COUNTERCLAIMS.

COMES NOW Plaintiff/Counterdefendant FRONT SIGHT MANAGEMENT LLC
(hereinafter "answering Counterdefendant"), by and through its attorneys of record, John P.
Aldrich, Esq., Catherine Hernandez, Esq., and Matthew B. Beckstead, Esq., of the Aldrich Law
Firm, Ltd., and for its Answer to Counterclaim on file herein, denies, admits, and alleges as
follows:

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1 **GENERAL DENIAL**

2 This answering Counterdefendant has made an effort to respond to each and every
3 allegation. However, to the extent any allegation was overlooked or not responded to, this
4 answering Counterdefendant denies said allegations.

5 **ANSWER TO COUNTERCLAIM**

6 1. Answering Paragraph 1 of the Counterclaim, this answering Counterdefendant
7 denies each and every allegation contained therein.

8 **I.**

9 **PARTIES**

10 2. Answering Paragraph 2 of the Counterclaim, this answering Counterdefendant
11 admits that Las Vegas Development Fund LLC is a Nevada limited liability company. As to the
12 remaining allegations set forth in Paragraph 2, this answering Counterdefendant states that the
13 allegations contained therein constitute conclusions of law and thus require no answer; however,
14 to the extent they contain allegations of fact, this answering Counterdefendant denies each and
15 every allegation contained therein.

16 3. Answering Paragraph 3 of the Counterclaim, this answering Counterdefendant
17 admits that Front Sight Management LLC is a Nevada limited liability company. As to the
18 remaining allegations set forth in Paragraph 3, this answering Counterdefendant denies each and
19 every allegation contained therein.

20 4. Answering Paragraph 4 of the Counterclaim, this answering Counterdefendant
21 admits that VNV Dynasty Trust I was organized and exists under the laws of Nevada. As to the
22 remaining allegations set forth in Paragraph 4, this answering Counterdefendant denies each and
23 every allegation contained therein.

1 5. Answering Paragraph 5 of the Counterclaim, this answering Counterdefendant
2 admits that VNV Dynasty Trust II was organized and exists under the laws of Nevada. As to the
3 remaining allegations set forth in Paragraph 5, this answering Counterdefendant denies each and
4 every allegation contained therein.

5 6. Answering Paragraph 6 of the Counterclaim, this answering Counterdefendant
6 admits that Ignatius A. Piazza, II is the owner of Front Sight Management LLC. As to the
7 remaining allegations set forth in Paragraph 6, this answering Counterdefendant denies each and
8 every allegation contained therein.

9 7. Answering Paragraph 7 of the Counterclaim, this answering Counterdefendant
10 denies each and every allegation contained therein.

11 8. Answering Paragraph 8 of the Counterclaim, this answering Counterdefendant
12 states that the allegations contained therein constitute conclusions of law and thus require no
13 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
14 denies each and every allegation contained therein.

15 9. Answering Paragraph 9 of the Counterclaim, this answering Counterdefendant
16 states that the allegations contained therein constitute conclusions of law and thus require no
17 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
18 denies each and every allegation contained therein.

19 10. Answering Paragraph 10 of the Counterclaim, this answering Counterdefendant
20 denies each and every allegation contained therein.

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II.

GENERAL ALLEGATIONS

11. Answering Paragraph 11 of the Counterclaim, this answering Counterdefendant states that the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent they contain allegations of fact, this answering Counterdefendant denies each and every allegation contained therein.

12. Answering Paragraph 12 of the Counterclaim, this answering Counterdefendant asserts that the Counterclaim does not indicate whom Counterclaimant claims described the “Project” as described in Paragraph 12 of the Counterclaim. Consequently, this answering Counterdefendant is without knowledge sufficient for form a belief as to the truth or falsity of the allegations contained in Paragraph 12, and therefore denies the facts asserted therein.

13. Answering Paragraph 13 of the Counterclaim, this answering Counterdefendant states that it is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

14. Answering Paragraph 14 of the Counterclaim, this answering Counterdefendant states that the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent they contain allegations of fact, this answering Counterdefendant states that it is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

15. Answering Paragraph 15 of the Counterclaim, this answering Counterdefendant states that the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent they contain allegations of fact, this answering Counterdefendant denies each and every allegation contained therein.

1 16. Answering Paragraph 16 of the Counterclaim, this answering Counterdefendant
2 asserts that the document speaks for itself and denies facts inconsistent with the document.

3 17. Answering Paragraph 17 of the Counterclaim, this answering Counterdefendant
4 asserts that the document speaks for itself and denies facts inconsistent with the document.

5 18. Answering Paragraph 18 of the Counterclaim, this answering Counterdefendant
6 asserts that the document speaks for itself and denies facts inconsistent with the document.

7 **BORROWER’S BREACHES AND DEFAULT UNDER THE CLA**

8 **A. Breach Number 1: Improper Use of Loan Proceeds – CLA § 1.7(e)**

9 19. Answering Paragraph 19 of the Counterclaim, this answering Counterdefendant
10 denies each and every allegation contained therein.

11 20. Answering Paragraph 20 of the Counterclaim, this answering Counterdefendant
12 denies each and every allegation contained therein.

13 21. Answering Paragraph 21 of the Counterclaim, this answering Counterdefendant
14 denies each and every allegation contained therein.

15 **B. Breach Number 2: Failure to Provide Government Approved Plans – CLA § 3.2(b)**

16 22. Answering Paragraph 22 of the Counterclaim, this answering Counterdefendant
17 asserts that the document speaks for itself and denies facts inconsistent with the document.
18 Additionally, this answering Counterdefendant states that the allegations contained therein
19 constitute conclusions of law and thus require no answer; however, to the extent they contain
20 allegations of fact, this answering Counterdefendant denies each and every allegation contained
21 therein.

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1 **C. Breach Number 3: Failure to Timely Complete Construction – CLA § 5.1**

2 23. Answering Paragraph 23 of the Counterclaim, this answering Counterdefendant
3 asserts that the document speaks for itself and denies facts inconsistent with the document.
4 Additionally, this answering Counterdefendant states that the allegations contained therein
5 constitute conclusions of law and thus require no answer; however, to the extent they contain
6 allegations of fact, this answering Counterdefendant denies each and every allegation contained
7 therein.

8 24. Answering Paragraph 24 of the Counterclaim, this answering Counterdefendant
9 denies each and every allegation contained therein.

10 25. Answering Paragraph 25 of the Counterclaim, this answering Counterdefendant
11 denies each and every allegation contained therein.

12 **D. Breach Number 4: Material Change of Costs, Scope or Timing of Work – CLA § 5.2**

13 26. Answering Paragraph 26 of the Counterclaim, this answering Counterdefendant
14 asserts that the document speaks for itself and denies facts inconsistent with the document.

15 27. Answering Paragraph 27 of the Counterclaim, this answering Counterdefendant
16 denies each and every allegation contained therein.

17 **E. Breach Number 5: Refusal to Comply Regarding Senior Debt – CLA §5.27**

18 28. Answering Paragraph 28 of the Counterclaim, this answering Counterdefendant
19 asserts that the document speaks for itself and denies facts inconsistent with the document.

20 **F. Breach Number 6: Failure to Provide Monthly Project Costs – CLA § 3.2(a)**

21 29. Answering Paragraph 29 of the Counterclaim, this answering Counterdefendant
22 denies each and every allegation contained therein.

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1 **G. Breach Number 7: Failure to Notify of Event of Default – CLA § 5.10**

2 30. Answering Paragraph 30 of the Counterclaim, this answering Counterdefendant
3 asserts that the document speaks for itself and denies facts inconsistent with the document.

4 **H. Breach Number 8: Refusal to Allow Inspection of Records – CLA § 5.4**

5 31. Answering Paragraph 31 of the Counterclaim, this answering Counterdefendant
6 asserts that the document speaks for itself and denies facts inconsistent with the document.

7 32. Answering Paragraph 32 of the Counterclaim, this answering Counterdefendant
8 states that the allegations contained therein constitute conclusions of law and thus require no
9 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
10 denies each and every allegation contained therein.

11 33. Answering Paragraph 33 of the Counterclaim, this answering Counterdefendant
12 asserts that the document speaks for itself and denies facts inconsistent with the document.
13 Additionally, this answering Counterdefendant states that the allegations contained therein
14 constitute conclusions of law and thus require no answer; however, to the extent they contain
15 allegations of fact, this answering Counterdefendant denies each and every allegation contained
16 therein.

17 34. Answering Paragraph 34 of the Counterclaim, this answering Counterdefendant
18 states that the allegations contained therein constitute conclusions of law and thus require no
19 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
20 denies each and every allegation contained therein.

21 **I. Breach Number 9: Refusal to Allow Inspection of the Project – CLA § 3.3**

22 35. Answering Paragraph 35 of the Counterclaim, this answering Counterdefendant
23 asserts that the document speaks for itself and denies facts inconsistent with the document.
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1 36. Answering Paragraph 36 of the Counterclaim, this answering Counterdefendant
2 states that the allegations contained therein constitute conclusions of law and thus require no
3 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
4 denies each and every allegation contained therein.

5 37. Answering Paragraph 37 of the Counterclaim, this answering Counterdefendant
6 states that the allegations contained therein constitute conclusions of law and thus require no
7 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
8 denies each and every allegation contained therein.

9 **J. Breach Number 10: Failure to Provide EB-5 Information – CLA § 1.7(f)**

10 38. Answering Paragraph 38 of the Counterclaim, this answering Counterdefendant
11 asserts that the document speaks for itself and denies facts inconsistent with the document.
12 Additionally, this answering Counterdefendant states that the allegations contained therein
13 constitute conclusions of law and thus require no answer; however, to the extent they contain
14 allegations of fact, this answering Counterdefendant denies each and every allegation contained
15 therein.

16 39. Answering Paragraph 39 of the Counterclaim, this answering Counterdefendant
17 states that the allegations contained therein constitute conclusions of law and thus require no
18 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
19 denies each and every allegation contained therein.

20 **K. Breach Number 12[sic]: Transferring Assets to Related Parties – CLA § 5.18**

21 40. Answering Paragraph 40 of the Counterclaim, this answering Counterdefendant
22 asserts that the document speaks for itself and denies facts inconsistent with the document.
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1 41. Answering Paragraph 41 of the Counterclaim, this answering Counterdefendant
2 denies each and every allegation contained therein.

3 42. Answering Paragraph 42 of the Counterclaim, this answering Counterdefendant
4 denies each and every allegation contained therein.

5 43. Answering Paragraph 43 of the Counterclaim, this answering Counterdefendant
6 denies each and every allegation contained therein.

7 44. Answering Paragraph 44 of the Counterclaim, this answering Counterdefendant
8 denies each and every allegation contained therein.

9 **L. Breach Number 11: Non Payment of Default Interest – CLA § 1.2**

10 45. Answering Paragraph 45 of the Counterclaim, this answering Counterdefendant
11 asserts that the document speaks for itself and denies facts inconsistent with the document.
12 Additionally, this answering Counterdefendant states that the allegations contained therein
13 constitute conclusions of law and thus require no answer; however, to the extent they contain
14 allegations of fact, this answering Counterdefendant denies each and every allegation contained
15 therein.

16 46. Answering Paragraph 46 of the Counterclaim, this answering Counterdefendant
17 states that the allegations contained therein constitute conclusions of law and thus require no
18 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
19 denies each and every allegation contained therein.

20 **M. Breach Number 12: Non Payment of Legal Fees – CLA § 8.2**

21 47. Answering Paragraph 47 of the Counterclaim, this answering Counterdefendant
22 asserts that the document speaks for itself and denies facts inconsistent with the document.
23 Additionally, this answering Counterdefendant states that the allegations contained therein
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1 constitute conclusions of law and thus require no answer; however, to the extent they contain
2 allegations of fact, this answering Counterdefendant denies each and every allegation contained
3 therein.

4 **N. Breach Number 13: Wrongfully Encumbering the Property**

5 48. Answering Paragraph 48 of the Counterclaim, this answering Counterdefendant
6 asserts that the document speaks for itself and denies facts inconsistent with the document.

7 49. Answering Paragraph 49 of the Counterclaim, this answering Counterdefendant
8 denies each and every allegation contained therein.

9 50. Answering Paragraph 50 of the Counterclaim, this answering Counterdefendant
10 denies each and every allegation contained therein.

11 51. Answering Paragraph 51 of the Counterclaim, this answering Counterdefendant
12 denies each and every allegation contained therein.

13 **FIRST CAUSE OF ACTION**
14 **(Breach of Contract Against Front Sight)**

15 52-59. Counterclaimant's First Cause of Action has been dismissed as against all
16 Counterdefendants pursuant to this Court's Order filed September 13, 2019.

17 **SECOND CAUSE OF ACTION**
18 **(Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing Against**
19 **Front Sight)**

20 60-66. Counterclaimant's Second Cause of Action has been dismissed as against all
21 Counterdefendants pursuant to this Court's Order filed September 13, 2019.

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1 **THIRD CAUSE OF ACTION**
2 **(Intentional Interference with Contractual Relationships Against Ignatius Piazza, Jennifer**
3 **Piazza, and VNV Trust Defendants)**

4 67. Answering Paragraph 67 of the Counterclaim, this answering Counterdefendant
5 repeats and realleges, and incorporates herein by reference, each and every allegation contained
6 in Paragraphs 1 through 66 of the Counterclaim as though fully set forth herein.

7 68. Answering Paragraph 68 of the Counterclaim, this answering Counterdefendant
8 states that there are no allegations against them in this paragraph, and thus they need not answer
9 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
10 the truth or falsity of the allegations contained therein and, therefore, deny the same.

11 69. Answering Paragraph 69 of the Counterclaim, this answering Counterdefendant
12 states that there are no allegations against them in this paragraph, and thus they need not answer
13 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
14 the truth or falsity of the allegations contained therein and, therefore, deny the same.

15 70. Answering Paragraph 70 of the Counterclaim, this answering Counterdefendant
16 states that there are no allegations against them in this paragraph, and thus they need not answer
17 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
18 the truth or falsity of the allegations contained therein and, therefore, deny the same.

19 71. Answering Paragraph 71 of the Counterclaim, this answering Counterdefendant
20 states that there are no allegations against them in this paragraph, and thus they need not answer
21 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
22 the truth or falsity of the allegations contained therein and, therefore, deny the same.

23 72. Answering Paragraph 72 of the Counterclaim, this answering Counterdefendant
24 states that there are no allegations against them in this paragraph, and thus they need not answer

1 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
2 the truth or falsity of the allegations contained therein and, therefore, deny the same.

3 73. Answering Paragraph 73 of the Counterclaim, this answering Counterdefendant
4 states that there are no allegations against them in this paragraph, and thus they need not answer
5 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
6 the truth or falsity of the allegations contained therein and, therefore, deny the same.

7 74. Answering Paragraph 74 of the Counterclaim, this answering Counterdefendant
8 states that there are no allegations against them in this paragraph, and thus they need not answer
9 these allegations, but nevertheless, they are without knowledge sufficient to form a belief as to
10 the truth or falsity of the allegations contained therein and, therefore, deny the same.

11 **FOURTH CAUSE OF ACTION**
12 **(Conversion Against Front Sight, Ignatius Piazza and Jennifer Piazza)**

13 75. Answering Paragraph 75 of the Counterclaim, this answering Counterdefendant
14 repeats and realleges, and incorporates herein by reference, each and every allegation contained
15 in Paragraphs 1 through 74 of the Counterclaim as though fully set forth herein.

16 76. Answering Paragraph 76 of the Counterclaim, this answering Counterdefendant
17 denies each and every allegation contained therein.

18 77. Answering Paragraph 77 of the Counterclaim, this answering Counterdefendant
19 denies each and every allegation contained therein.

20 78. Answering Paragraph 78 of the Counterclaim, this answering Counterdefendant
21 denies each and every allegation contained therein.

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FIFTH CAUSE OF ACTION
(Civil Conspiracy Against all Counterdefendants)

79. Answering Paragraph 79 of the Counterclaim, this answering Counterdefendant repeats and realleges, and incorporates herein by reference, each and every allegation contained in Paragraphs 1 through 78 of the Counterclaim as though fully set forth herein.

80. Answering Paragraph 80 of the Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

81. Answering Paragraph 81 of the Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

82. Answering Paragraph 82 of the Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

83. Answering Paragraph 83 of the Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

84. Answering Paragraph 84 of the Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

85. Answering Paragraph 85 of the Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

SIXTH CAUSE OF ACTION
(Judicial Foreclosure Against Front Sight)

86. Answering Paragraph 86 of the Counterclaim, this answering Counterdefendant repeats and realleges, and incorporates herein by reference, each and every allegation contained in Paragraphs 1 through 85 of the Counterclaim as though fully set forth herein.

87. Answering Paragraph 87 of the Counterclaim, this answering Counterdefendant states that the allegations contained therein constitute conclusions of law and thus require no

1 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
2 denies each and every allegation contained therein.

3 88. Answering Paragraph 88 of the Counterclaim, this answering Counterdefendant
4 states that the allegations contained therein constitute conclusions of law and thus require no
5 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
6 denies each and every allegation contained therein.

7 89. Answering Paragraph 89 of the Counterclaim, this answering Counterdefendant
8 states that the allegations contained therein constitute conclusions of law and thus require no
9 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
10 denies each and every allegation contained therein.

11 90. Answering Paragraph 90 of the Counterclaim, this answering Counterdefendant
12 states that the allegations contained therein constitute conclusions of law and thus require no
13 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
14 denies each and every allegation contained therein.

15 91. Answering Paragraph 91 of the Counterclaim, this answering Counterdefendant
16 states that the allegations contained therein constitute conclusions of law and thus require no
17 answer; however, to the extent they contain allegations of fact, this answering Counterdefendant
18 denies each and every allegation contained therein.

19 92. Answering Paragraph 92 of the Counterclaim, this answering Counterdefendant
20 denies each and every allegation contained therein.

21 93. Answering Paragraph 93 of the Counterclaim, this answering Counterdefendant
22 denies each and every allegation contained therein.

1 **AFFIRMATIVE DEFENSES**

2 This answering Counterdefendant asserts the following Affirmative Defenses to the
3 Counterclaim, and the claims asserted therein, and this answering Counterdefendant specifically
4 incorporates into its Affirmative Defenses its answers to the preceding paragraphs of the
5 Counterclaim as if fully set forth herein.

6 **FIRST AFFIRMATIVE DEFENSE**

7 Counterclaimant's Counterclaim, and all of the claims for relief alleged therein, fails to
8 state a claim against this answering Counterdefendant upon which relief can be granted.

9 **SECOND AFFIRMATIVE DEFENSE**

10 Counterclaimant's claims are barred, in whole or in part, by the doctrine of unclean
11 hands.

12 **THIRD AFFIRMATIVE DEFENSE**

13 Counterclaimant's claims are barred, in whole or in part, by Counterclaimant's bad faith
14 in bringing this action including, but not limited to, its wrongful conduct as set forth more fully
15 in the Complaint on file in this action.

16 **FOURTH AFFIRMATIVE DEFENSE**

17 Counterclaimant has not been damaged directly, indirectly, proximately or in any manner
18 whatsoever by any conduct of this answering Counterdefendant.

19 **FIFTH AFFIRMATIVE DEFENSE**

20 This answering Counterdefendant is not in breach of any agreement with
21 Counterclaimant, and, thus, is not in default under the terms of any agreement with
22 Counterclaimant. If any party is in breach of any agreement, it is Counterclaimant for the
23 reasons set forth more fully in the Complaint on file in this action.
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SIXTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by doctrine of waiver.

SEVENTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by doctrines of promissory, equitable, and/or contractual estoppel.

EIGHTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, on the ground that this answering Counterdefendant has fully complied with any and all agreements between the parties.

NINTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by the doctrine of laches and/or the applicable statute of limitations.

TENTH AFFIRMATIVE DEFENSE

To the extent any agreement exists between Counterclaimant and this answering Counterdefendant, Counterclaimant failed to perform its obligations under said agreements and breached its obligations there under.

ELEVENTH AFFIRMATIVE DEFENSE

The damages, if any, which Counterclaimant has suffered were caused, in whole or in part, by the acts or omissions of Counterclaimant or its agents and representatives, or were caused by the acts or omissions of a third party over whom this answering Counterdefendant has no control.

TWELFTH AFFIRMATIVE DEFENSE

Counterclaimant has failed to mitigate its damages.

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THIRTEENTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, by Counterclaimant’s own bad faith, fraudulent acts, omissions and misrepresentations, whether intentional, negligent, or constructive.

FOURTEENTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims are barred, in whole or in part, as a result of its own conduct.

FIFTEENTH AFFIRMATIVE DEFENSE

Counterclaimant is involved in conduct which, if carried to its fruition, would materially alter the parties understanding, thereby releasing this answering Counterdefendant from any obligation under any alleged agreement.

SIXTEENTH AFFIRMATIVE DEFENSE

Counterclaimant’s claims, to the extent they are asserted against this answering Counterdefnedant, are barred, in whole or in part, by the fiduciary shield doctrine and, as a consequence thereof, this Court lacks jurisdiction over these individuals and any and all claims asserted in this action against them should be dismissed with prejudice.

SEVENTEENTH AFFIRMATIVE DEFENSE

Counterclaimant, with full knowledge of all the facts connected with or relating to the transaction alleged in the Counterclaim, ratified and confirmed in all respects the acts of this answering Counterdefendant.

EIGHTEENTH AFFIRMATIVE DEFENSE

The claims, and each of them, are barred, in whole or in part, by the failure of the Counterclaimant to plead those claims with particularity.

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NINETEENTH AFFIRMATIVE DEFENSE

This answering Counterdefendant is not the alter-ego of the other or that of the Counterdefendants to this action and, as a consequence thereof, this Court lacks jurisdiction over said Counterdefendants. Consequently, to the extent any claim asserted in the Counterclaim is based upon Counterclaimant’s alter-ego claim, any and all such claims should be dismissed with prejudice as to all, or any one, of this answering Counterdefendant.

TWENTIETH AFFIRMATIVE DEFENSE

Counterclaimant has failed to mitigate damages and is therefore barred from recovering alleged damages.

TWENTY-FIRST AFFIRMATIVE DEFENSE

The damages, if any, suffered by Counterclaimant were proximately caused or contributed to by Counterclaimant’s own negligence, and such negligence was greater than the negligence, if any, of this answering Counterdefendant.

TWENTY-SECOND AFFIRMATIVE DEFENSE

This answering Counterdefendant alleges that it has performed each and every one of its obligations, if any, under the written agreement. Nevertheless, to the extent that this answering Counterdefendant is found to have failed to perform any of its obligations under its agreement with Counterclaimant, this answering Counterdefendant is informed and believes that it has done so only because Counterclaimant prevented this answering Counterdefendant’s performance by, among other things, making material misstatements and material omissions to this answering Counterdefendant, in violation of Counterclaimant’s contractual agreement with this answering Counterdefendant.

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