

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 04:36 p.m.  
Dist. Ct. Case No: A-18-781084-B Elizabeth A. Brown  
Clerk of Supreme Court



**CHRONOLOGICAL INDEX**

**VOLUME I**

**PAGES**

Complaint (09/14/2018)	0001-0028
Amended Complaint (10/04/2018)	0029-0057
Affidavit of Service on Robert W. Dziubla (10/17/2018)	0058
Affidavit of Service on Linda Stanwood (10/17/2018)	0059
Affidavit of Service on EB5 Impact Advisors LLC (10/17/2018)	0060
Affidavit of Service on EB5 Impact Capital Regional Center LLC (10/18/2018)	0061
Affidavit of Service on Las Vegas Development Fund LLC (10/18/2018)	0062
Affidavit of Service on Chicago Title Company (10/22/2018)	0063
Notice of Entry of Order Admitting to Practice (11/15/2018)	0064-0068
Notice of Entry of Order on Plaintiff's Petition for Appointment of Receiver and for an Accounting (11/27/2018)	0069-0074
Notice of Entry of Order Granting Plaintiff's Motion for Protective Order (11/27/2018)	0075-0079
Notice of Entry of Protective Order (11/27/2018)	0080-0098
Notice of Entry of Order Granting Temporary Restraining Order and Expunging Notice of Default (11/27/2018)	0099-0104
Order Setting Settlement Conference (12/06/2018)	0105-0106
Second Amended Complaint (01/04/2019)	0107-0250

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

**VOLUME II**

**PAGES**

Second Amended Complaint (01/04/2019) ( <i>cont'd</i> )	0251-0322
Notice of Entry of Order on Plaintiff's Motion for Preliminary Injunction (01/17/2019)	0323-0327
Notice of Entry of Order on Plaintiff's Renewed Motion for an Accounting Related to Defendants Las Vegas Development Fund LLC and Robert Dziubla and for Release of Funds (01/17/2019)	0328-0332
Notice of Entry of Order on Defendants' Motion to Dismiss Plaintiff's First Amended Complaint (01/17/2019)	0333-0337
Notice of Entry of Order on Plaintiff's Motion to Disqualify C. Keith Greer as Attorney of Record for Defendants (01/25/2019)	0338-0343
Notice of Entry of Disclaimer of Interest of Chicago Title Company and Stipulation and Order for Dismissal (02/05/2019)	0344-0350
Defendant Las Vegas Development Fund LLC's Motion for Appointment of Receiver and Request for Order Shortening Time (02/06/2019)	0351-0378
Declaration of Robert Dziubla in Support of Defendant Las Vegas Development Fund LLC's Motion for Appointment of Receiver [ <i>redacted in district court filing</i> ] (02/06/2019)	0379-0500

**VOLUME III**

**PAGES**

Declaration of Robert Dziubla in Support of Defendant Las Vegas Development Fund LLC's Motion for Appointment of Receiver [ <i>redacted in district court filing</i> ] (02/06/2019) ( <i>cont'd</i> )	0501-0558
Declaration of C. Keith Greer in Support of Defendant's Motion for Receivership (02/06/2019)	0559-0601

1	Motion to Seal and/or Redact Pleadings and Exhibits to Protect	0602-0628
2	Confidential Information, Motion to Amend Paragraph 2.3 of	
3	Protective Order, Motion for Order Shortening Time and Order	
4	Shortening Time (02/15/2019)	
5	Notice of Entry of Order Shortening Time (02/15/2019)	0629-0658
6	Opposition Memorandum of Defendant Las Vegas	0659-0669
7	Development Fund, LLC to Plaintiff's Motion to Seal and/or	
8	Redact Pleadings and Exhibits (02/19/2019)	
9	Opposition to Defendant Las Vegas Development Fund LLC's	0670-0730
10	Motion for Appointment of Receiver (02/22/2019)	
11	Errata to Opposition to Defendant Las Vegas Development	0731-0740
12	Fund LLC's Motion for Appointment of Receiver (02/22/2019)	
13	Defendant Las Vegas Development Fund LLC's Reply to	0741-0750
14	Plaintiff's Opposition to Defendant's Motion for Appointment of	
15	Receiver (02/26/2019)	
16	<b><u>VOLUME IV</u></b>	<b><u>PAGES</u></b>
17	Defendant Las Vegas Development Fund LLC's Reply to	0751-0755
18	Plaintiff's Opposition to Defendant's Motion for Appointment of	
19	Receiver (02/26/2019) ( <i>cont'd</i> )	
20	Supplemental Declaration of Robert W. Dziubla in Support of	0756-0761
21	Defendant LVD Fund's Reply to Plaintiff's Opposition to	
22	Defendant's Motion to Appointment of Receiver (02/26/2019)	
23	Declaration of C. Keith Greer in Support of Defendant LVD	0762-0769
24	Fund's Reply to Plaintiff's Opposition to Defendant's Motion to	
25	Appoint Receiver (02/26/2019)	
26	Plaintiff's Second Motion for Temporary Restraining Order and	0770-0836
27	Preliminary Injunction, Motion for Order Shortening Time, and	
28	Order Shortening Time (03/01/19)	

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

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

Supplemental Declaration of Defendant Robert Dziubla in Support of Defendant Las Vegas Development Fund, LLC’s Opposition to Plaintiff’s Second Motion for Temporary Restraining Order and Preliminary Injunction (03/19/2019) 0861-0875

Notice of Entry of Order (03/19/2019) 0876-0881

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) 0882-0892

Notice of Entry of Order (04/10/2019) 0893-0897

Notice of Entry of Order (04/10/2019) 0898-0903

Notice of Entry of Order (04/10/2019) 0904-0909

Notice of Entry of Order (04/10/2019) 0910-0916

Defendants’ Answer to Plaintiff’s Second Amended Complaint and Counterclaim (04/23/2019) 0917-1000

**VOLUME V** **PAGES**

Defendants’ Answer to Plaintiff’s Second Amended Complaint and Counterclaim (04/23/2019) (*cont’d*) 1001-1083

Notice of Entry of Order (05/16/2019) 1084-1089

Reporter’s Transcript of Motion (Preliminary Injunction Hearing) (06/03/2019) 1090-1250

**VOLUME VI**

**PAGES**

Reporter’s Transcript of Motion (Preliminary Injunction Hearing) (06/03/2019) (*cont’d*) 1251-1313

Order Setting Settlement Conference (06/04/2019) 1314-1315

Acceptance of Service of Counterclaim on Counterdefendants Front Sight Management, LLC, Ignatius Piazza, Jennifer Piazza, VNV Dynasty Trust I and VNV Dynasty Trust II (06/14/2019) 1316-1317

Notice of Entry of Order (06/25/2019) 1318-1324

Notice of Entry of Stipulation and Order Regarding Defendants’ Judicial Foreclosure Cause of Action (06/25/2019) 1325-1330

Reporter’s Transcript of Preliminary Injunction Hearing (07/22/2019) 1331-1500

**VOLUME VII**

**PAGES**

Reporter’s Transcript of Preliminary Injunction Hearing (07/22/2019) (*cont’d*) 1501-1513

Reporter’s Transcript of Preliminary Injunction (07/23/2019) 1514-1565

Business Court Order (07/23/2019) 1566-1572

Order Re Rule 16 Conference, Setting Civil Jury Trial, Pre-Trial/Calendar Call and Deadlines for Motions; Discovery Scheduling Order (08/20/2019) 1573-1577

Notice of Entry of Order Granting in Part and Denying in Part Counterdefendants’ Motions to Dismiss Counterclaim (09/13/2019) 1578-1584

Notice of Entry of Order Denying Plaintiff’s Motion for Temporary Restraining Order and Preliminary Injunction related to Investor Funds and Interest Payments (09/13/2019) 1585-1591

1	Notice of Entry of Order Staying All Subpoenas For Documents	1592-1599
2	and Depositions which were Served on Non-Parties by Plaintiff	
3	(09/13/2019)	
4	Plaintiff's Motion for Sanctions (09/17/2019)	1600-1643
5		
6	Reporter's Transcript of Hearing (Preliminary Injunction	1644-1750
7	Hearing) (09/20/2019)	
8	<b><u>VOLUME VIII</u></b>	<b><u>PAGES</u></b>
9	Reporter's Transcript of Hearing (Preliminary Injunction	1751-1930
10	Hearing) (09/20/2019) ( <i>cont'd</i> )	
11	Order Scheduling Hearing (09/27/2019)	1931-1932
12		
13	Counterdefendants VNV Dynasty Trust I and VNV Dynasty	1933-1957
14	Trust II's Answer to Counterclaim (09/30/2019)	
15	Counterdefendant Dr. Ignatius Piazza's Answer to Counterclaim	1958-1981
16	(09/30/2019)	
17	Counterdefendant Front Sight Management LLC's Answer to	1982-2000
18	Counterclaim (09/30/2019)	
19	<b><u>VOLUME IX</u></b>	<b><u>PAGES</u></b>
20	Counterdefendant Front Sight Management LLC's Answer to	2001-2005
21	Counterclaim (09/30/2019) ( <i>cont'd</i> )	
22	Counterdefendant Jennifer Piazza's Answer to Counterclaim	2006-2029
23	(09/30/2019)	
24		
25	Defendant EB5 Impact Advisors LLC's Opposition to	2030-2040
26	Plaintiff's Motion for Sanctions (09/30/2019)	
27	Declaration of Robert Dziubla in Opposition to Plaintiff's	2041-2044
28	Motion for Sanctions (09/30/2019)	



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

Reporter’s Transcript of Motions (Defendants’ Motions to Quash Subpoena to Wells Fargo Bank, Signature Bank, Open Bank and Bank of Hope) (10/09/2019) 2045-2232

Reply to Opposition to Plaintiff’s Motion for Sanctions (10/18/2019) 2233-2250

**VOLUME X** **PAGES**

Reply to Opposition to Plaintiff’s Motion for Sanctions (10/18/2019) (*cont’d*) 2251-2297

Notice of Intent to Issue Subpoena to Lucas Horsfall, LLP (10/22/2019) 2298-2378

Notice of Intent to Issue Subpoena to Bank of America, N.A. (10/22/2019) 2379-2459

Plaintiff’s Motion to Quash Subpoenas (10/29/2019) 2460-2478

Defendants’ Opposition to Plaintiff’s Motion to Quash Subpoenas to Third Parties Bank of America and Lucas Horsfall, Murphy & Pindroh, LLP (11/6/2019) 2479-2500

**VOLUME XI** **PAGES**

Defendants’ Opposition to Plaintiff’s Motion to Quash Subpoenas to Third Parties Bank of America and Lucas Horsfall, Murphy & Pindroh, LLP (11/6/2019) (*cont’d*) 2501-2655

Notice of Entry of Order Granting Defendants’ Motion to Advance Hearing regarding Plaintiff’s Motion to Quash Subpoenas (11/08/2019) 2656-2660

Reply to Opposition to Motion to Quash Subpoenas (11/15/2019) 2661-2750

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

**VOLUME XII**

**PAGES**

Reply to Opposition to Motion to Quash Subpoenas (11/15/2019) ( <i>cont'd</i> )	2751-2776
Notice of Entry of Order Shortening Time (11/15/2019)	2777-2785
Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motions to Quash Plaintiff's Subpoenas to Non- Parties Empyrean West, Jay Carter and David Keller (12/6/2019)	2786-2793
Notice of Entry of Order Granting Defendant's Motions to Quash Plaintiff's Subpoenas to Non-Party Banks (12/6/2019)	2794-2800
Notice of Entry of Stipulation and Order Regarding Exhibit (12/6/2019)	2801-2816
Notice of Entry of Order Denying Plaintiff's Motion to Quash Subpoenas to Plaintiff's Bank and Accountant (12/6/2019)	2817-2822
Notice of Entry of Order Shortening Time (12/11/2019)	2823-2836
Notice of Entry of Order (12/18/2019)	2837-2840
Notice of Entry of Stipulation and Order (12/18/2019)	2841-2846
Notice of Entry of Order Denying Plaintiff's Motion to Quash Subpoenas to Morales Construction, Top Rank Builders and All American Concrete and Masonry (12/19/2019)	2847-2853
Notice of Entry of Order Denying Plaintiff's Motion for Sanctions Related to Defendant EB5IA's Accounting Records (12/19/2019)	2854-2860
Notice of Entry of Order Denying Plaintiff's Motion to Stay Enforcement of Order Denying Plaintiff's Motion to Quash Subpoenas to Bank of America and Lucas Horsfall (01/02/2020)	2861-2866

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

Notice of Entry of Order (01/17/2020) 2867-2874

Statement of Undisputed Facts (01/17/2020) 2875-3000

**VOLUME XIII** **PAGES**

Statement of Undisputed Facts (01/17/2020) (*cont'd*) 3001-3080

Notice of Entry of Findings of Fact, Conclusions of Law, and Order Denying Defendant Las Vegas Development Fund LLC's Motion to Dissolve Temporary Restraining Order and to Appoint a Receiver (01/23/2020) 3081-3091

Notice of Entry of Order on Status Check Regarding Discovery Responses/Plaintiff's Motion to Compel (01/23/2020) 3092-3095

Motion for Summary Judgment as to the Counterclaims Against VNV Dynasty Trust I and VNV Dynasty Trust II (01/23/2020) 3096-3143

Motion for Summary Judgment as to the Counterclaims Against Jennifer Piazza (01/23/2020) 3144-3166

Defendant and Counter Claimant LVDF's Objections to Plaintiff and Counter Defendant's Statement of Undisputed Facts (02/03/2020) 3167-3222

Defendant and Counterclaimant LVD Fund's Opposition to Counterdefendant Jennifer Piazza's Motion for Summary Judgment [*redacted in district court filing*] (02/03/2020) 3223-3239

Defendant and Counterclaimant LVD Fund's Opposition to VNV Dynasty Trust I and VNV Dynasty Trust II's Motion for Summary Judgment [*redacted in district court filing*] (02/03/2020) 3240-3250

**VOLUME XIV**

**PAGES**

1		
2		
3	Defendant and Counterclaimant LVD Fund’s Opposition to	3251-3256
4	VNV Dynasty Trust I and VNV Dynasty Trust II’s Motion for	
5	Summary Judgment [ <i>redacted in district court filing</i> ]	
6	(02/03/2020) ( <i>cont’d</i> )	
7		
8	Declaration of C. Keith Greer in Support of Defendant and	3257-3326
9	Counterclaimants’ Oppositions to Jennifer Piazza and the VNV	
10	Dynasty Trust I and II Motions for Summary Judgment	
11	(02/03/2020)	
12		
13	Notice of Entry of Order (02/07/2020)	3327-3330
14		
15	Motion to Seal and/or Redact Portions of Defendants’	3331-3348
16	Oppositions to Jennifer Piazza and the VNV Trusts’ Motions for	
17	Summary Judgment to Protect Confidential Financial	
18	Information, Motion for Order Shortening Time and Order	
19	Shortening Time (02/11/2020)	
20		
21	Notice of Entry of Order Shortening Time (02/11/2020)	3349-3368
22		
23	Defendant Las Vegas Development Fund LLC’s Opposition to	3369-3380
24	Motion to Seal and/or Redact portions of Defendants’	
25	Oppositions to Jennifer Piazza and the NVN Trusts’ Motions for	
26	Summary Judgment to Protect Confidential Financial	
27	Information (02/14/2020)	
28		
29	Notice of Entry of Order Regarding February 5, 2020 Status	3381-3385
30	Check (02/19/2020)	
31		
32	Notice of Entry of Stipulation and Order Resetting Hearings and	3386-3391
33	Briefing Schedule (02/25/2020)	
34		
35	Response to Defendant LVDF’s Objections to Statement of	3392-3411
36	Undisputed Facts and Countermotion to Strike (02/28/2020)	
37		
38	Notice of Entry of Order (03/02/2020)	3412-3416
39		

1	Notice of Entry of Order (03/03/2020)	3417-3421
2		
3	Notice of Entry of Order (03/12/2020)	3422-3429
4	Notice of Entry of Order (04/01/2020)	3430-3436
5		
6	Notice of Entry of Order (04/01/2020)	3437-3441
7	Defendant and Counterclaimant Las Vegas Development Fund,	3442-3500
8	LLC’s Notice of Motion and Motion for Leave to Amend the	
9	Countercomplaint <i>[redacted in district court filing]</i>	
	(04/03/2020)	
10	<b><u>VOLUME XV</u></b>	<b><u>PAGES</u></b>
11		
12	Defendant and Counterclaimant Las Vegas Development Fund,	3501-3640
13	LLC’s Notice of Motion and Motion for Leave to Amend the	
14	Countercomplaint <i>[redacted in district court filing]</i>	
	(04/03/2020) <i>(cont’d)</i>	
15	Declaration of C. Keith Greer in Support of Las Vegas	3641-3645
16	Development Fund, LLC’s Motion for Leave to Amend the	
17	Countercomplaint (04/04/2020)	
18	Opposition to Motion for Leave to Amend Counterclaim	3646-3692
19	(04/17/2020)	
20	Notice of Entry of Stipulation and Order to Replace Exhibit “A”	3693-3750
21	to Defendant’s Motion for Leave to Amend the	
22	Countercomplaint <i>[redacted in district court filing]</i>	
	(04/20/2020)	
23		
24	<b><u>VOLUME XVI</u></b>	<b><u>PAGES</u></b>
25		
26	Notice of Entry of Stipulation and Order to Replace Exhibit “A”	3751-3891
27	to Defendant’s Motion for Leave to Amend the	
	Countercomplaint <i>[redacted in district court filing]</i>	
28	(04/20/2020) <i>(cont’d)</i>	

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

Notice of Entry of Order (04/28/2020) 3892-3896

Reply in Support of Defendant and Counterclaimant Las Vegas Development Fund, LLC’s Motion for Leave to Amend the Counterclaim *[redacted in district court filing]* (04/29/2020) 3897-4000

**VOLUME XVII** **PAGES**

Reply in Support of Defendant and Counterclaimant Las Vegas Development Fund, LLC’s Motion for Leave to Amend the Counterclaim *[redacted in district court filing]* (04/29/2020) *(cont’d)* 4001-4006

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

Opposition to Defendant Las Vegas Development Fund LLC’s Motion for Clarification on Order Shortening Time (05/11/2020) 4017-4045

Notice of Entry of Stipulation and Order to Extend Discovery Deadlines and Continue Trial (Second Request) (05/13/2020) 4046-4056

Amended Order Setting Jury Trial (05/13/2020) 4057-4061

Notice of Entry of Order Granting Las Vegas Development Fund, LLC’s Motion to Compel Production of Documents or, in the Alternative, Motion for Preliminary Injunction to Address Front Sight’s Continuing Violation of Section 5.10 of the Construction Loan Agreement and Request for Limited Relief From the Protective Order (05/18/2020) 4062-4067

Notice of Entry of Order Granting Defendant and Counterclaimant Las Vegas Development Fund, LLC’s Notice of Motion and Motion for Leave to Amend the Countercomplaint (06/04/2020) 4068-4072

1	Defendants’ Answer to Plaintiff’s Second Amended Complaint;	4073-4250
2	and First Amended Counterclaim <i>[redacted in district court</i>	
3	<i>filings]</i> (06/04/2020)	
4	<b><u>VOLUME XVIII</u></b>	<b><u>PAGES</u></b>
5		
6	Defendants’ Answer to Plaintiff’s Second Amended Complaint;	4251-4262
7	and First Amended Counterclaim <i>[redacted in district court</i>	
8	<i>filings]</i> (06/04/2020) <i>(cont’d)</i>	
9	Notice of Entry of Order Granting Defendant Las Vegas	4263-4268
10	Development Fund, LLC’s Motion for Clarification on Order	
	Shortening Time (06/05/2020)	
11	Notice of Entry of Findings of Fact, Conclusions of Law and	4269-4275
12	Order Denying Plaintiff Front Sight Management, LLC’s	
13	Motion to Extinguish LVDF’s Deed of Trust, or Alternatively to	
14	Grant Senior Debt Lender Romspen a First Lien Position, and	
	Motion to Deposit Funds Pursuant to NRCP 67 (06/08/2020)	
15	Notice of Entry of Order Denying Plaintiff’s Motion to Quash	4276-4281
16	Subpoenas to Summit Financial Group and US Capital Partners,	
17	Inc. (06/08/2020)	
18	Notice of Entry of Order Denying Counter Defendants VNV	4282-4287
19	Dynasty Trust I and VNV Dynasty Trust II’s Motion for	
20	Summary Judgment (06/08/2020)	
21	Notice of Entry of Order Denying Counter Defendant Jennifer	4288-4293
22	Piazza’s Motion for Summary Judgment (06/08/2020)	
23	Notice of Entry of Order Shortening Time (06/12/2020)	4294-4305
24		
25	Affidavit of Service – Michael G. Meacher (06/16/2020)	4306-4308
26	Affidavit of Service – Top Rank Builders Inc. (06/16/2020)	4309-4311
27	Affidavit of Service – All American Concrete & Masonry Inc.	4312-4314
28	(06/16/2020)	

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

Affidavit of Service – Morales Construction, Inc. (06/16/2020)	4315-4317
Notice of Entry of Order Denying Front Sight Management LLC’s Motion for Partial Summary Judgment With Findings of Fact and Conclusions of Law (06/22/2020)	4318-4327
Notice of Entry of Order Granting in Part Motion for Sanctions and/or to Compel Actual Responses to Plaintiff’s First Sets of Interrogatories to Defendants (06/22/2020)	4328-4333
Notice of Entry of Findings of Fact and Conclusions of Law and Order Granting In Part and Denying In Part Defendants’ Motion for Protective Order Regarding Discovery of Consultants and Individual Investors Confidential Information (07/06/2020)	4334-4342
Notice of Entry of Order Denying Without Prejudice Plaintiff s Motion for Sanctions for Violation of Court Orders Related to Defendants Responses to Plaintiffs Requests for Production of Documents to Defendants (07/06/2020)	4343-4349
Notice of Entry of Order Granting Defendants’ Motion for Protective Order Regarding the Defendants’ Private Financial Information (07/10/2020)	4350-4356
Acceptance of Service on Behalf of Efrain Rene Morales-Moreno (07/23/2020)	4357-4359
Counterdefendant Jennifer Piazza’s Answer to First Amended Counterclaim (08/21/2020)	4360-4386
Minutes of the Court (08/26/2020)	4387-4389
Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (09/02/2020)	4390-4403



**ALPHABETICAL INDEX**

	<b><u>Volume(s)</u></b>	<b><u>Pages</u></b>
Acceptance of Service of Counterclaim on Counterdefendants Front Sight Management, LLC, Ignatius Piazza, Jennifer Piazza, VNV Dynasty Trust I and VNV Dynasty Trust II (06/14/2019)	VI	1316-1317
Acceptance of Service on Behalf of Efrain Rene Morales-Moreno (07/23/2020)	XVIII	4357-4359
Affidavit of Service on Chicago Title Company (10/22/2018)	I	0063
Affidavit of Service on EB5 Impact Advisors LLC (10/17/2018)	I	0060
Affidavit of Service on EB5 Impact Capital Regional Center LLC (10/18/2018)	I	0061
Affidavit of Service on Las Vegas Development Fund LLC (10/18/2018)	I	0062
Affidavit of Service on Linda Stanwood (10/17/2018)	I	0059
Affidavit of Service on Robert W. Dziubla (10/17/2018)	I	0058
Affidavit of Service – All American Concrete & Masonry Inc. (06/16/2020)	XVIII	4312-4314
Affidavit of Service – Michael G. Meacher (06/16/2020)	XVIII	4306-4308
Affidavit of Service – Morales Construction, Inc. (06/16/2020)	XVIII	4315-4317

1	Affidavit of Service – Top Rank Builders Inc.	XVIII	4309-4311
2	(06/16/2020)		
3			
4	Amended Complaint (10/04/2018)	I	0029-0057
5	Amended Order Setting Jury Trial (05/13/2020)	XVII	4057-4061
6	Business Court Order (07/23/2019)	VII	1566-1572
7			
8	Complaint (09/14/2018)	I	0001-0028
9	Counterdefendant Dr. Ignatius Piazza’s Answer to	VIII	1958-1981
10	Counterclaim (09/30/2019)		
11	Counterdefendant Front Sight Management LLC’s	VIII / IX	1982-2005
12	Answer to Counterclaim (09/30/2019)		
13	Counterdefendant Jennifer Piazza’s Answer to	IX	2006-2029
14	Counterclaim (09/30/2019)		
15	Counterdefendant Jennifer Piazza’s Answer to First	XVIII	4360-4386
16	Amended Counterclaim (08/21/2020)		
17	Counterdefendants VNV Dynasty Trust I and VNV	VIII	1933-1957
18	Dynasty Trust II’s Answer to Counterclaim		
19	(09/30/2019)		
20	Declaration of C. Keith Greer in Support of	XIV	3257-3326
21	Defendant and Counterclaimants’ Oppositions to		
22	Jennifer Piazza and the VNV Dynasty Trust I and II		
23	Motions for Summary Judgment (02/03/2020)		
24	Declaration of C. Keith Greer in Support of	IV	0762-0769
25	Defendant LVD Fund’s Reply to Plaintiff’s		
26	Opposition to Defendant’s Motion to Appoint		
27	Receiver (02/26/2019)		
28	Declaration of C. Keith Greer in Support of	III	0559-0601
	Defendant’s Motion for Receivership (02/06/2019)		

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

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

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

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

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

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

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

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

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

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

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

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

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

1	Notice of Entry of Findings of Fact, Conclusions of	XIII	3081-3091
2	Law, and Order Denying Defendant Las Vegas		
3	Development Fund LLC’s Motion to Dissolve		
4	Temporary Restraining Order and to Appoint a		
5	Receiver (01/23/2020)		
6	Notice of Entry of Findings of Fact, Conclusions of	XVIII	4269-4275
7	Law and Order Denying Plaintiff Front Sight		
8	Management, LLC’s Motion to Extinguish LVDF’s		
9	Deed of Trust, or Alternatively to Grant Senior Debt		
10	Lender Romspen a First Lien Position, and Motion		
11	to Deposit Funds Pursuant to NRCP 67 (06/08/2020)		
12	Notice of Entry of Order (03/19/2019)	IV	0876-0881
13	Notice of Entry of Order (04/10/2019)	IV	0893-0897
14	Notice of Entry of Order (04/10/2019)	IV	0898-0903
15	Notice of Entry of Order (04/10/2019)	IV	0904-0909
16	Notice of Entry of Order (04/10/2019)	IV	0910-0916
17	Notice of Entry of Order (05/16/2019)	V	1084-1089
18	Notice of Entry of Order (06/25/2019)	VI	1318-1324
19	Notice of Entry of Order (12/18/2019)	XII	2837-2840
20	Notice of Entry of Order (01/17/2020)	XII	2867-2874
21	Notice of Entry of Order (02/07/2020)	XIV	3327-3330
22	Notice of Entry of Order (03/02/2020)	XIV	3412-3416
23	Notice of Entry of Order (03/03/2020)	XIV	3417-3421
24	Notice of Entry of Order (03/12/2020)	XIV	3422-3429
25			
26			
27			
28			

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

Notice of Entry of Order (04/01/2020)	XIV	3430-3436
Notice of Entry of Order (04/01/2020)	XIV	3437-3441
Notice of Entry of Order (04/28/2020)	XVI	3892-3896
Notice of Entry of Order Admitting to Practice (11/15/2018)	I	0064-0068
Notice of Entry of Order Denying Counter Defendant Jennifer Piazza’s Motion for Summary Judgment (06/08/2020)	XVIII	4288-4293
Notice of Entry of Order Denying Counter Defendants VNV Dynasty Trust I and VNV Dynasty Trust II’s Motion for Summary Judgment (06/08/2020)	XVIII	4282-4287
Notice of Entry of Order Denying Front Sight Management LLC’s Motion for Partial Summary Judgment With Findings of Fact and Conclusions of Law (06/22/2020)	XVIII	4318-4327
Notice of Entry of Order Denying Plaintiff’s Motion for Sanctions Related to Defendant EB5IA’s Accounting Records (12/19/2019)	XII	2854-2860
Notice of Entry of Order Denying Plaintiff’s Motion for Temporary Restraining Order and Preliminary Injunction related to Investor Funds and Interest Payments (09/13/2019)	VII	1585-1591
Notice of Entry of Order Denying Plaintiff’s Motion to Quash Subpoenas to Morales Construction, Top Rank Builders and All American Concrete and Masonry (12/19/2019)	XII	2847-2853

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

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



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

Notice of Entry of Order Granting Defendants’  
Motion to Advance Hearing regarding Plaintiff’s  
Motion to Quash Subpoenas (11/08/2019) XI 2656-2660

Notice of Entry of Order Granting in Part and  
Denying in Part Counterdefendants’ Motions to  
Dismiss Counterclaim (09/13/2019) VII 1578-1584

Notice of Entry of Order Granting in Part and  
Denying in Part Defendants’ Motions to Quash  
Plaintiff’s Subpoenas to Non-Parties Empyrean  
West, Jay Carter and David Keller (12/6/2019) XII 2786-2793

Notice of Entry of Order Granting in Part Motion for  
Sanctions and/or to Compel Actual Responses to  
Plaintiff’s First Sets of Interrogatories to Defendants  
(06/22/2020) XVIII 4328-4333

Notice of Entry of Order Granting Las Vegas  
Development Fund, LLC’s Motion to Compel  
Production of Documents or, in the Alternative,  
Motion for Preliminary Injunction to Address Front  
Sight’s Continuing Violation of Section 5.10 of the  
Construction Loan Agreement and Request for  
Limited Relief From the Protective Order  
(05/18/2020) XVII 4062-4067

Notice of Entry of Order Granting Plaintiff’s Motion  
for Protective Order (11/27/2018) I 0075-0079

Notice of Entry of Order Granting Temporary  
Restraining Order and Expunging Notice of Default  
(11/27/2018) I 0099-0104

Notice of Entry of Order on Defendants’ Motion to  
Dismiss Plaintiff’s First Amended Complaint  
(01/17/2019) II 0333-0337

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

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

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

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

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

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

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

- Built an econometric model to determine the "tax gap" caused by Internet sales for the state of Minnesota.
- Determined appropriate levels of shelter grants individual counties in New York State, and for utility allowances in New York City. Reviewed and prepared testimony in ongoing court cases in these areas.
- Calculated the economic impact of the revitalization of downtown Milwaukee, Wisconsin.

### **C. Economic Impact of Casino Gaming**

- Built an econometric model to predict the growth of the gaming industry over the next decade, and the economic impact of that industry on employment and tax revenues at the Federal and state levels.
- Estimated the economic impact of Indian casino gaming nationally and for the State of Wisconsin.
- Determined the economic impact of the Oneida Indian gaming casino on the Green Bay metropolitan area.
- Estimated the negative economic impact on the Milwaukee area if a new Indian gaming casino were to be built in Kenosha, Wisconsin.

### **D. Economic Impact of Smoking Bans and Higher Taxes**

- Testified on economic impact of smoking bans in Canada; certified as an expert witness by the Court.
- Examined the impact of smoking bans on restaurant sales in several different locations in the U.S. to determine how much sales changed when these bans were imposed, and the differential effects depending on whether these bans were partial or total.
- Determined the cross-border effects on retail sales from differential rates in cigarette, gasoline, and alcohol excise taxes
- Determined the economic impact of higher cigarette taxes on minority group employment.

- Estimated the economic impact and loss of Federal and state tax revenues when higher cigarette prices lead to increased smuggling.

### **E. Consulting Projects for Travel and Tourism**

- Determined the economic impact of a major casino development on the Island of Matsu, Republic of Taiwan.
- Built an econometric model to predict tourism trips and revenues for the major regions of the U.S. economy.
- Constructed econometric models to predict tourism in Las Vegas and Orlando.
- Using the IMPLAN model, predicted economic impact of tourism and travel expenditures for all counties in Pennsylvania.

### **F. Other Private Sector Consulting Projects**

- Developed and estimated regional input/output models for Guam, and updated an input/output model for Puerto Rico.
- Determined the beneficial effects on productivity and reduced costs for the Phoenix Mart, which provides a central location for hundreds of small businesses to advertise and market their products and services.
- Calculated the revenue gain at the Federal, state and local level generated by domestic manufacturing of Airbus parts and equipment.
- Calculated the economic impact of proposed EPA bans on fluoropolymer production. Estimated the size and economic importance of the fluoropolymer industry, and calculated economic impact of shutting down domestic production.
- Built an econometric model to examine how U.S. tax and regulatory policies help determine whether the gold mining industry would invest in the U.S. or other countries. Testified before Congress to help defeat legislation inimical to the mining industry.
- Built an econometric model to predict consumer bankruptcies, based on recent growth in consumer credit outstanding, the overall economic environment, and recent changes in credit regulations
- Estimated the economic impact of the ethanol subsidy on the U.S. economy and Farm Belt States, including the impact on the balance of payments, employment, and tax receipts. Testified before Congress to help pass legislation to extent subsidies to the ethanol industry.

- Built an econometric model to determine the impact of updating and improving the system of locks on the Upper Mississippi River on corn prices and exports, farm income, and the overall economy.



# Dave R. Evans

11556 Hemingway Drive  
Reston, VA 20194

(703) 835-6978  
devans@evanscarrollecon.com

---

## **EVANS, CARROLL & ASSOCIATES, INC.**

**2012 – Present**

### **Principal**

- Successfully authored over 100 Economic Impact reports for projects leveraging the U.S. Citizenship and Immigration Services (USCIS) EB-5 immigrant investor program.
  - Industries included: Construction, Manufacturing, Wholesale/Retail, Transportation, Real Estate, Architects/Engineers, Education, Assisted Living, Hotels, and Restaurants
  - Locations included: Many U.S. states, Puerto Rico, Guam, and N. Mariana Islands
- Authored several other Economic Impact reports, including a proposed casino in Maine, apartments/condos in FL, and Tax Increment Funding for a mixed-use development in FL

## **STARFISH RETENTION SOLUTIONS (Software to Improve College Student Retention)**

**2011 – 2012**

### **Vice President, Analytics**

- Built custom statistical models for universities, such as predicting students' 1<sup>st</sup> semester GPA, based on admissions and attitudinal data.
- Developed an approach for determining the value to institutions of "Early Alert" notifications to struggling students; provided results to numerous clients.

## **CAPITAL ONE**

**1999 – 2011**

### **Chief Scoring Officer**

**2006 – 2011**

- Provided critical review on the most important new models across the firm, typically for programs exceeding \$1 billion in credit exposure.
- Transformed Capital One's model validation policies, balancing increasing regulatory requirements with the need to ensure speed-to-market in the business units.
- Ensured the safety and soundness of the firm's 300+ models and demonstrated this to the Executive Committee and federal regulators.
- Selected, trained, led, and reviewed the firm's 50 Scoring Officers (model validators).

### **Vice President, Statistical Analysis, Subprime Card Division**

**2001 – 2006**

- Delivered \$50 million per year in value through the development and implementation of credit risk, profitability, and response models for prospects, applicants, and customers.
- Designed a \$5 million foundational testing program, to measure consumer behavior on different products and develop robust samples for future model builds.
- Directed all aspects of team leadership (budgeting, recruiting, and development) for a team of 60.

### **Director, Statistical Analysis, Auto Finance Division**

**1999 – 2001**

- Built the division's first custom credit risk models, enabling assets to double 3 years in a row.
- Championed and led the successful implementation of the Capstone automated scoring system, providing an environment to implement superior models.

**D.K. SHIFFLET & ASSOCIATES** (Market Research and Consulting, Tourism industry)

1993 – 1999

**Vice President, Operations**

- Pioneered method for estimating origin and destination visitor volumes from consumer survey data.
- Built statistical models to estimate the economic impact of tourism for multiple clients, including State Tourism Boards (Pennsylvania, Illinois) and Theme Parks (Disney, Universal Studios Florida).
- Led the firm's Quality Assurance program for data collected from over 300,000 U.S. households.
- Led a staff of 15, including the Statistician, MIS, and Operations teams.

**EVANS INVESTMENT ADVISORS**

1991 – 1993

**Vice President**

- Co-managed an investment portfolio exceeding \$1 million.
- Produced daily and bi-monthly reports providing recommendations on equities.
- Appeared on CNBC and was quoted in the *Wall Street Journal* regarding stock recommendations.

**PRICE WATERHOUSE COOPERS**

1989 – 1991

**Senior Consultant, Office of Government Services**

- Built statistical models to forecast delinquency and prepayment rates for HUD mortgages.
- Developed cost estimation models that were approved as part of the 1990 U.S. Postal Service's Rate Case.
- Co-developed the sample design and quality metrics on a \$23-million initiative to measure the on-time performance of First Class mail.

**EDUCATION****BROWN UNIVERSITY**

1985 – 1989

**Bachelor of Arts, Economics** (Focus in Econometrics)

- Grade Point Average: 3.5 (out of 4.0)

**CONTINUING EDUCATION**

- Leadership Development Program for Executives, Darden School of Business, 2010
- Numerous training classes in statistics, including Logistic Regression in SAS, Competing Risks Hazard Modeling, and Design of Experiments

# **EXHIBIT 5**

# **EXHIBIT 5**

**Supplement to Addendum to the Report  
“The Economic and Jobs-Creation Impacts of the  
Exemplar Front Sight Firearms Training Institute  
Expansion Project in the Applicant EB5 Impact  
Capital Regional Center LLC”,  
Prepared November 2013**

**Prepared for:  
Front Sight Management, Inc.**

**Prepared by:  
Michael K. Evans  
David R. Evans  
Evans, Carroll & Associates, Inc.  
2785 NW 26<sup>th</sup> St.  
Boca Raton, FL 33434  
703-835-6978  
[mevans@evanscarrollecon.com](mailto:mevans@evanscarrollecon.com)  
[devans@evanscarrollecon.com](mailto:devans@evanscarrollecon.com)**

**September 19, 2019**

The project received exemplar status from USCIS in July 2015. Even if we only count the hard construction costs and net increase in full-time employees since July 2015, the project still generated 185 jobs – which would be sufficient for 18 alien entrepreneurs to invest up to \$9 million in EB-5 funds, well in excess of the \$6.5 million in EB-5 funds raised for the project. Summary results are shown below in Table 1.

<b>Table 1. Summary of Expenditure and Employment Estimates, July 2015 to Present</b>				
<b>Activity</b>	<b>Expenditures (mil curr \$)</b>	<b>Expenditures (mil 2010 \$)</b>	<b>Final Demand Multiplier</b>	<b>Total New Jobs</b>
Hard Construction Costs	6.941	6.253	16.9800	106.2
<b>Activity</b>		<b>Direct Jobs</b>	<b>Direct Effect Multiplier</b>	<b>Total New Jobs</b>
Training Institute Operations		49	1.6046	78.6
<b>Total New Jobs</b>				<b>184.8</b>
All figures calculated from unrounded numbers				

The client first received EB-5 funds in October 2016. Even if we only count the hard construction costs and net increase in full-time employees since October 2016, the project still generated 135 jobs – which would be sufficient for 13 alien entrepreneurs to invest up to \$6.5 million in EB-5 funds, which meets the \$6.5 million in EB-5 funds raised for the project. Summary results are shown below in Table 2.

Activity	Expenditures (mil curr \$)	Expenditures (mil 2010 \$)	Final Demand Multiplier	Total New Jobs
Hard Construction Costs	6.758	6.088	16.9800	103.4
Activity		Direct Jobs	Direct Effect Multiplier	Total New Jobs
Training Institute Operations		20	1.6046	32.1
<b>Total New Jobs</b>				<b>135.5</b>

All figures calculated from unrounded numbers.

This supplement submitted by:



David R. Evans, Principal  
Evans, Carroll & Associates, Inc.

# **EXHIBIT 6**

# **EXHIBIT 6**

**2<sup>nd</sup> Supplement to Addendum to the Report  
“The Economic and Jobs-Creation Impacts of the  
Exemplar Front Sight Firearms Training Institute  
Expansion Project in the Applicant EB5 Impact  
Capital Regional Center LLC”,  
Prepared November 2013**

**Prepared for:  
Front Sight Management, Inc.**

**Prepared by:  
Michael K. Evans  
David R. Evans  
Evans, Carroll & Associates, Inc.  
2785 NW 26<sup>th</sup> St.  
Boca Raton, FL 33434  
703-835-6978  
[mevans@evanscarrollecon.com](mailto:mevans@evanscarrollecon.com)  
[devans@evanscarrollecon.com](mailto:devans@evanscarrollecon.com)**

**October 4, 2019**




Upon signing a Memorandum of Understanding back in February of 2013, Front Sight had made the decision to engage in an EB-5 campaign and by the language of the USCIS statute below used its developer equity to fund construction. The project construction started with the equity the developer placed into the project, and therefore job creation started in February 2013, thus resulting in 254 new jobs created to date<sup>1</sup>, more than satisfying the 130 jobs needed to satisfy Front Sight's obligation to 13 immigrant investors sourced through Las Vegas Development Fund's loan contract.

A developer or principal of a new commercial enterprise, either directly or through a separate job-creating entity, may use interim, temporary, or bridge financing, in the form of either debt or equity, prior to receipt of immigrant investor capital. If the project starts based on the interim or bridge financing prior to receiving immigrant investor capital and subsequently replaces that financing with immigrant investor capital, the new commercial enterprise may still receive credit for the job creation under the regulations.

Source: <https://www.uscis.gov/policy-manual/volume-6-part-a-chapter-2>, Section (D)(1)

Evans, Carroll & Associates has received approval from USCIS on many EB-5 economic impact reports. However, if someone were to make an argument that jobs creation should only start from first funding, it is a moot point: Front Sight has created 137 jobs from the first funding of the construction loan agreement in October 2016 to present<sup>2</sup>, which is still 7 more jobs than the 130 jobs needed for completion for the 13 immigrant investors through Las Vegas Development Fund's loan contract.

This supplement submitted by:



David R. Evans, Principal  
Evans, Carroll & Associates, Inc.

<sup>1</sup> Note that the Front Sight Econ Report Addendum (dated September 19, 2019) showed that the project had created 247 jobs since its inception in February 2013. After reviewing the detailed documentation of costs, we have now determined that the project has created 254 jobs since its inception in February 2013. The revised calculations are provided in Appendix A.

<sup>2</sup> Note that the Front Sight Econ Report Addendum (dated September 19, 2019) showed that the project created 135 jobs since first funding in October 2016. After reviewing the detailed documentation of costs, we have now determined that the project has created 137 jobs since first funding in October 2016. The revised calculations are provided in Appendix B.

### Appendix A. Job Creation since Inception (February 2013)

As will be demonstrated below, this project has created 254 jobs since its inception in February 2013. Summary results are shown in Table 1.

Table 1. Summary of Expenditure and Employment Estimates, February 2013 - Present				
Activity	Expenditures (mil curr \$)	Expenditures (mil 2010 \$)	Final Demand Multiplier	Total New Jobs
Hard Construction Costs	8.140	7.333	16.9800	124.5
Activity		Direct Jobs	Direct Effect Multiplier	Total New Jobs
Training Institute Operations		81	1.6046	130.0
<b>Total New Jobs</b>				<b>254.5</b>
All figures calculated from unrounded numbers				

The September 19, 2019 Addendum showed total job creation of 247: 117 from Hard Construction Costs and 130 from Training Institute Operations. While the job creation from Operations has remained unchanged, after reviewing the detailed documentation of the project costs, we have now determined that the Hard Construction Costs have generated 124 new jobs.

As shown in Table 2, construction costs for the project since February 2013 totaled about \$8.140 million; the detailed costs are provided in a separate exhibit.

Table 2. Summary of Construction Costs February 2013 - Present	
Total Payments to Contractors	\$ 8,171,141.78
Less Payments Made to American Express	\$ (313,976.72)
Less Payments Made to Home Depot	\$ (75,486.24)
<b>Plus 90% of Home Depot Statements<sup>1</sup></b>	<b>\$ 152,825.91</b>
<b>Plus Related American Express Charges</b>	<b>\$ 180,703.30</b>
<b>Plus Related City National Bank VISA Charges</b>	<b>\$ 24,537.16</b>
<b>GRAND TOTAL</b>	<b>\$ 8,139,745.19</b>

<sup>1</sup> Per the developer, 90% of these charges were for construction and 10% were for maintenance. Thus, of the \$169,806.57 in costs on the Home Depot Statements, 90% – \$152,825.91 – are included here.

Consistent with the original report (from November 2013), as the RIMS II multipliers are from 2010, this figure must be deflated to a 2010-dollars basis. The deflator is approximately 1.11, thus the construction expenditures equal about \$7.333 million in 2010 dollars.

As the RIMS II final demand employment multiplier for Nonresidential Construction for the 8-county region is 16.9800, this activity has created 124 permanent, new jobs since February 2013.

**Combined with the 130 jobs created from the Training Institute Operations, the project has created 254 permanent, new jobs since its inception in February 2013.**

## Appendix B. Job Creation since First Funding (October 2016)

As will be demonstrated below, this project has created 137 jobs since first funding in October 2016. Summary results are shown in Table 3.

Activity	Expenditures (mil curr \$)	Expenditures (mil 2010 \$)	Final Demand Multiplier	Total New Jobs
Hard Construction Costs	6.851	6.172	16.9800	104.8
Activity		Direct Jobs	Direct Effect Multiplier	Total New Jobs
Training Institute Operations		20	1.6046	32.1
<b>Total New Jobs</b>				<b>136.9</b>

All figures calculated from unrounded numbers

The September 19, 2019 Addendum showed total job creation of 135 since first funding: 103 from Hard Construction Costs and 32 from Training Institute Operations. While the job creation from Operations has remained unchanged, after reviewing the detailed documentation of the project costs, we have now determined that the Hard Construction Costs since October 2016 have generated 105 new jobs.

As shown in Table 4, construction costs for the project since October 2016 totaled about \$6.851 million; the detailed costs are provided in a separate exhibit.

Total Payments to Contractors	\$ 6,615,267.66
Less Payments Made to American Express	\$ -
Less Payments Made to Home Depot	\$ (22,045.37)
Plus 90% of Home Depot Statements <sup>2</sup>	\$ 124,652.83
Plus Related American Express Charges	\$ 114,044.62
Plus Related City National Bank VISA Charges	\$ 21,006.16
<b>GRAND TOTAL</b>	<b>\$ 6,852,925.90</b>

<sup>2</sup> Per the developer, 90% of these charges were for construction and 10% were for maintenance. Thus, of the \$138,503.14 in costs on the Home Depot Statements, 90% – \$124,652.83 – are included here.

Consistent with the original report (from November 2013), as the RIMS II multipliers are from 2010, this figure must be deflated to a 2010-dollars basis. The deflator is approximately 1.11, thus the construction expenditures equal about \$6.172 million in 2010 dollars.

As the RIMS II final demand employment multiplier for Nonresidential Construction for the 8-county region is 16.9800, this activity has created 105 permanent, new jobs since October 2016.

**Combined with the 32 jobs created from the Training Institute Operations, the project has created 137 permanent, new jobs since first funding in October 2016.**

# **EXHIBIT 7**

# **EXHIBIT 7**



# Annual Certification of Regional Center

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-924A  
OMB No. 1615-0061  
Expires 12/31/2018

If you need extra space to complete any section of this request or if you would like to provide additional information about your circumstances, use the space provided in Part 11. Additional Information. Complete and submit as many copies of Part 11, as necessary, with your request.

▶ **START HERE - Type or print in black ink.**

## Part 1. Information About the Regional Center

1. Name of Regional Center Entity
2. Name of Regional Center (if different from regional center entity)
3. Regional Center Identification Number
4. Regional Center Receipt Number

### Regional Center Mailing Address

- 5.a. In Care Of Name (if any)
- 5.b. Street Number and Name or PO Box
- 5.c.  Apt.  Ste.  Flr.
- 5.d. City or Town
- 5.e. State  5.f. ZIP Code

### Regional Center Contact Information

6. Daytime Telephone Number
7. Fax Number
8. Email Address (if any)
9. Website Address (if any)

**NOTE for Regional Center Mailing Address:** If the regional center mailing address is different from the physical address, please provide the physical address of the regional center in the space provided in Part 11. Additional Information.

## Part 2. Information About the Managing Company or Agency (if different from regional center entity)

1. Name of Managing Company or Agency

### Managing Company or Agency Mailing Address

- 2.a. In Care Of Name (if any)
- 2.b. Street Number and Name or PO Box
- 2.c.  Apt.  Ste.  Flr.
- 2.d. City or Town
- 2.e. State  2.f. ZIP Code

### Contact Information for Managing Company or Agency

3. Daytime Telephone Number
4. Fax Number
5. Email Address (if any)
6. Website Address (if any)

**NOTE for Multiple Managing Companies or Agencies:** If more than one managing company or agency is associated with the regional center, provide the above information for all other managing companies or agencies in the space provided in Part 11. Additional Information.

**Part 3. Reporting Period for Regional Center Activity**

Select only one box.

- 1.  Reporting for the Federal fiscal year ending September 30, [ ] (yyyy).
- 2.  Reporting for a series of Federal fiscal years beginning October 1, [ ] (yyyy) and ending September 30, [ ] (yyyy).

**Part 4. Information About the Organizational Structure, Ownership, and Control of Regional Center Entity**

**Information About the Principal Owners of the Regional Center Entity**

List and provide the required information for all persons or legal entities or organizations that own or have a percentage of ownership in the regional center entity.

- 1.a. Family Name (Last Name) [ ]
- 1.b. Given Name (First Name) [ ]
- 1.c. Middle Name [ ]
- 2. Date of Birth (mm/dd/yyyy) [ ]
- 3. Country of Birth [ ]
- 4. U.S. Social Security Number (if any) [ ]
- 5. Percentage of Ownership of the Regional Center Entity [ ] %
- 6. Position Held Within the Regional Center Entity (if any) [ ]
- 7. Entity Name (for an owner of the Regional Center Entity that is an entity or organization) [ ]
- 8. Federal Employer Identification Number (for an owner of the Regional Center Entity that is an entity or organization) [ ]
- 9.a. Persons Having Ownership, Control or Beneficial Interest in the Entity Listed in Part 4., Item Number 7. [ ]

- 9.b. Date of Birth (mm/dd/yyyy) [ ]
- 9.c. Country of Birth [ ]
- 9.d. Percentage of Ownership in the Entity Listed in Part 4., Item Number 7. [ ] %
- 9.e. Position Held (if any) in the Entity Listed in Part 4., Item Number 7. [ ]

**Other Names Used By the Principal Owner of the Regional Center Entity (if applicable)**

- 10.a. Family Name (Last Name) [ ]
- 10.b. Given Name (First Name) [ ]
- 10.c. Middle Name [ ]
- 11. Trade Name (DBA if any) (for the entity listed in Part 4., Item Number 7.) [ ]

**Mailing Address for the Principal Owner of the Regional Center Entity**

- 12.a. In Care Of Name (if any) [ ]
- 12.b. Street Number and Name or PO Box [ ]
- 12.c.  Apt.  Ste.  Flr. [ ]
- 12.d. City or Town [ ]
- 12.e. State [ ] 12.f. ZIP Code [ ]
- 12.g. Province [ ]
- 12.h. Postal Code [ ]
- 12.i. Country [ ]

**Contact Information for the Principal Owner of the Regional Center Entity**

- 13. Daytime Telephone Number [ ]
- 14. Fax Number [ ]



**Part 4. Information About the Organizational Structure, Ownership, and Control of Regional Center Entity (continued)**

15. Email Address (if any)
16. Website Address (if any)

**Information About the Principal Non-Owner of the Regional Center Entity**

List and provide the required information for all principals associated with the regional center, other than those already identified in Part 4., Item Numbers 1.a. - 11.

- 17.a. Family Name (Last Name)
- 17.b. Given Name (First Name)
- 17.c. Middle Name
18. Date of Birth (mm/dd/yyyy)
19. Country of Birth
20. U.S. Social Security Number (if any)
21. Position Held Within the Regional Center Entity
22. Entity Name (for a principal of the Regional Center Entity that is an entity or organization)
23. Federal Employer Identification Number (for a principal of the Regional Center Entity that is an entity or organization)
- 24.a. Persons Having Ownership, Control, or Beneficial Interest in the Entity Listed in Part 4., Item Number 26.
- 24.b. Date of Birth (mm/dd/yyyy)
- 24.c. Country of Birth
- 24.d. Percentage of Ownership in the Entity Listed in Part 4., Item Number 26.  %
- 24.e. Position Held (if any) in the Entity Listed in Part 4., Item Number 26.

**Other Names Used By the Principal Non-Owner of the Regional Center Entity (if applicable)**

- 25.a. Family Name (Last Name)
- 25.b. Given Name (First Name)
- 25.c. Middle Name
26. Trade Name (DBA if any) (for the entity listed in Part 4., Item Number 26.)

**Mailing Address for the Principal Non-Owner of the Regional Center Entity**

- 27.a. In Care Of Name (if any)
- 27.b. Street Number and Name or PO Box
- 27.c.  Apt.  Ste.  Flr.
- 27.d. City or Town
- 27.e. State  27.f. ZIP Code
- 27.g. Province
- 27.h. Postal Code
- 27.i. Country

**Contact Information for the Principal Non-Owner of the Regional Center Entity**

28. Daytime Telephone Number
29. Fax Number
30. Email Address (if any)
31. Website Address (if any)

**Part 5. Information About the Regional Center's Operations**

**Aggregate Capital Investment and Job Creation**

Provide the aggregate capital investment and job creation that has been the focus of the EB-5 capital investments sponsored through the regional center.

**NOTE:** Please indicate the number of jobs maintained through investments in "troubled businesses" separate from aggregate job creation as indicated below.

1. Aggregate EB-5 Capital Investment From All Sponsored Projects
2. Aggregate Non-EB-5 Capital Investment From All Sponsored Projects
3. Aggregate Number of Direct, Indirect, and/or Induced Jobs Created For All Sponsored Projects
4. Aggregate Number of Jobs Maintained Through Investment in Troubled Businesses

**Industries and Resulting Aggregate Capital Investment and Job Creation**

Identify each industry and the resulting aggregate capital investment and job creation from the EB-5 capital investments sponsored through the regional center.

5. Name of Industry
6. North American Industry Classification System (NAICS) Code for the Industry Category
7. Aggregate EB-5 Capital Investment
8. Aggregate Non-EB-5 Capital Investment
9. Aggregate Number of Direct, Indirect, and/or Induced Jobs Created
10. Aggregate Number of Jobs Maintained Through Investment in Troubled Businesses

11. Name of Industry
12. NAICS Code for the Industry Category
13. Aggregate EB-5 Capital Investment
14. Aggregate Non-EB-5 Capital Investment
15. Aggregate Number of Direct, Indirect, and/or Induced Jobs Created
16. Aggregate Number of Jobs Maintained Through Investment in Troubled Businesses

**Part 6. Information About the New Commercial Enterprise**

Provide the following information for each new commercial enterprise associated with the regional center that has received EB-5 investor capital. If the regional center oversees more than one new commercial enterprise, provide the information below for each additional new commercial enterprise in Part II. **Additional Information.**

**NOTE:** Please indicate the number of jobs maintained through investments in "troubled businesses" separate from aggregate job creation as indicated below.

1. Name of the New Commercial Enterprise
2. New Commercial Enterprise Federal Employer Identification Number

**New Commercial Enterprise Mailing Address**

- 3.a. in Care Of Name (if any)
- 3.b. Street Number and Name or PO Box
- 3.c.  Apt.  Ste.  Flr.
- 3.d. City or Town
- 3.e. State   3.f. ZIP Code

**Part 6. Information About the New Commercial Enterprise (continued)**

**NOTE for New Commercial Enterprise Mailing Address:** If the new commercial enterprise mailing address is different from the physical address, please provide the physical address of the new commercial enterprise in the space provided in Part 11. **Additional Information.**

**Other Information**

4. Name of Industry Receiving Investment Capital From the New Commercial Enterprise

5. NAICS Code for the Industry Category

If more than one industry is receiving investment capital from the new commercial enterprise, provide the name and NAICS code for each additional industry category in the space provided in Part 11. **Additional Information.**

6. Aggregate EB-5 Capital Investment

7. Aggregate Non-EB-5 Capital Investment

8. Aggregate Number of Direct, Indirect, and/or Induced Jobs Created

9. Aggregate Number of Jobs Maintained Through Investments in Troubled Businesses

10. Does the new commercial enterprise serve as a vehicle for investment into other job creating entities that have or will create or maintain jobs for EB-5 purposes?

Yes  No

If you answered "Yes" to Item Number 10., identify the name and address of each job creating entity, its industry, as well as the aggregate capital investment and job creation associated with each job creating entity.

**NOTE:** Please indicate the number of jobs maintained through investments in "troubled businesses" separate from aggregate job creation as indicated below.

**Information About the Job Creating Entity**

11. Entity Name

12. Job Creating Entity Federal Employer Identification Number

13. Name of Industry

If more than one industry is associated with the job creating entity, provide the name for each additional industry category in the space provided in Part 11. **Additional Information.**

**Mailing Address**

14.a. In Care Of Name

14.b. Street Number and Name or PO Box

14.c.  Apt.  Ste.  Flr.

14.d. City or Town

14.e. State

14.f. ZIP Code

15. Aggregate EB-5 Capital Investment

16. Aggregate Non-EB-5 Capital Investment

17. Aggregate Number of Jobs Created

18. Aggregate Number of Jobs Maintained Through Investment in Troubled Businesses

**NOTE:** If the address in Item Numbers 14.a. - 14.f. of this section refers to the mailing address of the job creating entity, please provide the physical address of the new commercial enterprise in the space provided in Part 11. **Additional Information.**

**Part 7. Petitions Filed by EB-5 Investors**

**Immigrant Petition by Alien Entrepreneur (Form I-526)**

Provide the total number of approved, denied, and revoked Form I-526, Immigrant Petition by Alien Entrepreneur, petitions filed by EB-5 investors making capital investments in each new commercial enterprise associated with the regional center.

**NOTE:** If an adverse action was ultimately reversed and the petition was approved, then list the case as approved.

**Form I-526 Petition Final Case Actions**

- 1. Name of the New Commercial Enterprise
- 2. Select **only one** result.  
 Approved  Denied  Revoked

**Petition By Entrepreneur to Remove Conditions (Form I-829)**

Provide the total number of approved and denied Form I-829, Petition by Entrepreneur to Remove Conditions, petitions filed by EB-5 investors making capital investments in each new commercial enterprise associated with the regional center.

**Form I-829 Petition Final Case Actions**

- 3. Name of New Commercial Enterprise
- 4. Select **only one** result.  
 Approved  Denied

**Part 8. Statement, Contact Information, Declaration, Certification, and Signature of the Authorized Individual**

**NOTE:** Read the Penalties section of the Form I-924A Instructions before completing this part.

**Applicant's or Authorized Individual's Statement**

Select the box for either Item Number 1.a. or 1.b. If applicable, select the box for Item Number 2.

- 1.a.  I can read and understand English, and I have read and understand each and every question and instruction on this form and my answer to each question.
- 1.b.  The interpreter named in Part 9, has read to me every question and instruction on this form and my answer to every question in  a language in which I am fluent. I understood all of this information as interpreted.
- 2.  At my request, the preparer named in Part 10,  prepared this form for me based only upon information I provided or authorized.

**Authorized Individual's Contact Information**

- 3.a. Authorized Individual's Family Name (Last Name)
- 3.b. Authorized Individual's Given Name (First Name)
- 4. Authorized Individual's Title
- 5. Authorized Individual's Daytime Telephone Number
- 6. Authorized Individual's Mobile Telephone Number (if any)
- 7. Authorized Individual's Email Address (if any)

**Authorized Individual's Declaration and Certification**

Copies of any documents submitted are exact photocopies of unaltered, original documents, and I understand that, as the authorized individual's, I may be required to submit original documents to USCIS at a later date.

I authorize the release of any information from my records, or from the petitioning organization's records, to USCIS or other entities and persons where necessary to determine eligibility for the immigration benefit sought or where authorized by law. I recognize the authority of USCIS to conduct audits of this form using publicly available open source information. I also recognize that any supporting evidence submitted in support of this form may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

I am filing this form on behalf of the regional center entity, and I certify that I am authorized to do so by the regional center entity.

I certify, under penalty of perjury, that I have reviewed this form, I understand all of the information contained in, and submitted with, this form, and all of this information is complete, true, and correct.

**Part 8. Statement, Contact Information, Declaration, Certification, and Signature of the Authorized Individual (continued)**

**Authorized Individual's Signature**

8.a. Authorized Individual's Signature

8.b. Date of Signature (mm/dd/yyyy)

**NOTE TO ALL REGIONAL CENTERS AND AUTHORIZED INDIVIDUALS:** If you do not completely fill out this form or fail to submit required documents listed in the Instructions, USCIS may reject your form. USCIS will issue a notice of intent to terminate the participation of the regional center in the Immigrant Investor Program if a regional center fails to submit the required information or upon a determination that the regional center no longer serves the purpose of promoting economic growth.

**Part 9. Interpreter's Contact Information, Certification, and Signature**

Provide the following information about the interpreter.

**Interpreter's Full Name**

1.a. Interpreter's Family Name (Last Name)

1.b. Interpreter's Given Name (First Name)

2. Interpreter's Business or Organization Name (if any)

**Interpreter's Mailing Address**

3.a. Street Number and Name

3.b.  Apt.  Ste.  Flr.

3.c. City or Town

3.d. State

3.e. ZIP Code

3.f. Province

3.g. Postal Code

3.h. Country

**Interpreter's Contact Information**

4. Interpreter's Daytime Telephone Number

5. Interpreter's Mobile Telephone Number (if any)

6. Interpreter's Email Address (if any)

**Interpreter's Certification**

I certify, under penalty of perjury, that:

I am fluent in English and , which is the same language provided in Part 8., Item Number 1.b., and I have read to the authorized individual in the identified language every question and instruction on this form and his or her answer to every question. The authorized individual informed me that he or she understands every instruction, question, and answer on the form, including the Authorized Individual's Declaration and Certification, and has verified the accuracy of every answer.

**Interpreter's Signature**

7.a. Interpreter's Signature

7.b. Date of Signature (mm/dd/yyyy)

**Part 10. Contact Information, Declaration, and Signature of the Person Preparing this Form, if Other Than the Authorized Individual**

Provide the following information about the preparer.

**Preparer's Full Name**

1.a. Preparer's Family Name (Last Name)

1.b. Preparer's Given Name (First Name)

2. Preparer's Business or Organization Name (if any)

**Part 10. Contact Information, Declaration, and Signature of the Person Preparing this Form, if Other Than the Authorized Individual (continued)**

**Preparer's Mailing Address**

3.a. Street Number and Name

3.b.  Apt.  Ste.  Flr.

3.c. City or Town

3.d. State   3.e. ZIP Code

3.f. Province

3.g. Postal Code

3.h. Country

**Preparer's Contact Information**

4. Preparer's Daytime Telephone Number

5. Preparer's Mobile Telephone Number (if any)

6. Preparer's Email Address (if any)

**Preparer's Statement**

- 7.a.  I am not an attorney or accredited representative but have prepared this form on behalf of the authorized individual and with the authorized individual's consent.
- 7.b.  I am an attorney or accredited representative and my representation of the authorized individual in this case  extends  does not extend beyond the preparation of this form.

**NOTE:** If you are an attorney or accredited representative, you may be obliged to submit a completed Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative, with this form.

**Preparer's Certification**

By my signature, I certify, under penalty of perjury, that I prepared this form at the request of the authorized individual. The authorized individual has reviewed this completed form, including the Authorized Individual's Declaration and Certification, and informed me that all of this information in the form and in the supporting documents is complete, true, and correct.

**Preparer's Signature**

8.a. Preparer's Signature

8.b. Date of Signature (mm/dd/yyyy)

**Part 11. Additional Information**

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print the regional center entity's name at the top of each sheet; indicate the Page Number, Part Number, and Item Number to which your answer refers; and sign and date each sheet.

1. Name of Regional Center Entity

2. Regional Center Identification Number

3.a. Page Number    3.b. Part Number    3.c. Item Number  
                                       

3.d.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.a. Page Number    4.b. Part Number    4.c. Item Number  
                                       

4.d.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.a. Page Number    5.b. Part Number    5.c. Item Number  
                                       

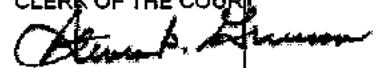
5.d.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.a. Page Number    6.b. Part Number    6.c. Item Number  
                                       

6.d.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.a. Page Number    7.b. Part Number    7.c. Item Number  
                                       

7.d.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



1 **NEO**  
John P. Aldrich, Esq.  
2 Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
3 Nevada Bar No. 8410  
Matthew B. Beckstead, Esq.  
4 Nevada Bar No. 14168  
**ALDRICH LAW FIRM, LTD.**  
5 7866 West Sahara Avenue  
Las Vegas, NV 89117  
6 Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
7 *Attorneys for Plaintiff/Counterdefendants*

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

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

11 Plaintiff,

12 vs.

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

15 Defendants.

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

**NOTICE OF ENTRY OF ORDER**  
**SHORTENING TIME**

16 AND ALL RELATED COUNTERCLAIMS.  
17

18 PLEASE TAKE NOTICE that an Order Shortening Time on Plaintiff's Motion to  
19 Compel and for Sanctions was entered by the Court in the above-captioned action on the 15<sup>th</sup> day

20 ///

21 ///

22 ///

23 ///

24



1 of November, 2019, a true and correct copy of which is attached hereto.

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

3 **ALDRICH LAW FIRM, LTD.**

4 /s/ John P. Aldrich

5 John P. Aldrich, Esq.

6 Nevada Bar No. 6877

Catherine Hernandez, Esq.

7 Nevada Bar No. 8410

Matthew B. Beckstead, Esq.

8 Nevada Bar No. 14168

7866 West Sahara Avenue

Las Vegas, Nevada 89117

9 Telephone: (702) 853-5490

Facsimile: (702) 227-1975

*Attorneys for Plaintiff/Counterdefendants*

10  
11 **CERTIFICATE OF SERVICE**

12 I HEREBY CERTIFY that on the 15<sup>th</sup> day of November, 2019, I caused the foregoing  
13 **NOTICE OF ENTRY OF ORDER SHORTENING TIME** to be electronically filed and  
14 served with the Clerk of the Court using Wiznet which will send notification of such filing to the  
15 email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if  
16 not included on the Electronic Mail Notice List, to the following parties:

17 **Anthony T. Case, Esq.**  
18 **Kathryn Holbert, Esq.**  
19 **FARMER CASE & FEDOR**  
20 **2190 E. Pebble Rd., Suite #205**  
**Las Vegas, NV 89123**

21 **C. Keith Greer, Esq.**  
22 **16855 West Bernardo Drive, Suite 255**  
**San Diego, CA 92127**  
*Attorneys for Defendants*

23 /s/ T. Bixenmann

24 An employee of ALDRICH LAW FIRM, LTD.



1 **MOT**  
2 John P. Aldrich, Esq.  
3 Nevada Bar No. 6877  
4 Catherine Hernandez, Esq.  
5 Nevada Bar No. 8410  
6 Matthew B. Beckstead, Esq.  
7 Nevada Bar No. 14168  
8 **ALDRICH LAW FIRM, LTD.**  
9 7866 West Sahara Avenue  
10 Las Vegas, Nevada 89117  
11 Telephone: (702) 853-5490  
12 Facsimile: (702) 227-1975  
13 *Attorneys for Plaintiff/Counterdefendants*

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

10 FRONT SIGHT MANAGEMENT LLC, a  
11 Nevada Limited Liability Company,

11 Plaintiff,

12 vs.

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

15 Defendants.

16 **AND ALL RELATED COUNTERCLAIMS.**

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

**EX PARTE MOTION FOR ORDER**  
**SHORTENING TIME ON**  
**PLAINTIFF'S MOTION TO**  
**COMPEL AND FOR SANCTIONS**  
**AND**  
**ORDER SHORTENING TIME**

DEPARTMENT XVI  
NOTICE OF HEARING  
DATE 11/20/19 TIME 6:30 PM  
APPROVED BY 

18 Plaintiff FRONT SIGHT MANAGEMENT LLC ("Plaintiff"), by and through  
19 undersigned counsel, hereby applies ex parte and moves this Honorable Court for an Order  
20 Shortening Time on its Motion to Compel and for Sanctions, which was previously filed on  
21 September 19, 2019 and argued on October 23, 2019. The prior-filed Motion to Compel and for  
22 Sanctions will properly be on calendar on November 20, 2019 regardless, but Plaintiff seeks to  
23  
24

NOV 15 2019


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

have the Court consider the additional requests for production of documents that Plaintiff sent to Defendants on October 30, 2019.

This Motion is made and based upon E.D.C.R. 2.26, the attached Memorandum of Points and Authorities, the Affidavit of John P. Aldrich, Esq., the pleadings and papers on file herein, and any other argument that this Court may allow.

DATED this 14 day of November, 2019.

**ALDRICH LAW FIRM, LTD.**

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

**AFFIDAVIT OF JOHN P. ALDRICH IN SUPPORT OF EX PARTE APPLICATION  
FOR ORDER SHORTENING TIME**

State of Nevada        )  
                                  ) ss.  
County of Clark        )

Affiant, being first duly sworn, deposes and states as follows:

- 1. I, John P. Aldrich, am an attorney licensed to practice in the State of Nevada and am a partner in the law firm of Aldrich Law Firm, Ltd. I am counsel for Plaintiff in this action.
- 2. My office address is 7866 West Sahara Avenue, Las Vegas, Nevada 89117.
- 3. The following facts set forth below are upon information and belief. I make this Declaration based on my personal knowledge of the facts and matters of this action, and to establish good cause justifying a shortening of time for the hearings on Plaintiff's Motion to Compel and for Sanctions.
- 4. There exists good cause to hear this additional part of Plaintiff's Motion to Compel and for Sanctions on shortened time:
- 5. Plaintiff originally filed its Motion to Compel and for Sanctions on September 19, 2019. The Motion was fully briefed. The Court heard argument on October 23, 2019. At that time, the Court indicated it would grant relief, but asked counsel for the parties to meet and confer further to see if agreement on at least some of the requests for production could be reached. (To the best of my recollection, this portion of the conversation occurred after the court reporter had to leave.) The Court then stated that if the parties could not agree, Plaintiff could send additional requests that addressed some of the issues discussed during the hearing, and if Defendants' responses were still insufficient, Plaintiff's counsel could request that the Motion to Compel and for Sanctions regarding the new requests be placed on calendar on Order Shortening Time to be heard before the next evidentiary hearing. The prior Motion to Compel and for

1 Sanctions will be properly heard by the Court at the next hearing, November 20, 2019,  
2 regardless.

3 6. I reviewed Plaintiff's prior requests for production to all Defendants and  
4 Defendants' repeated objections and non-responses, as well as the fact that, as set forth in the  
5 Motion to Compel and for Sanctions, Plaintiff's counsel had repeatedly agreed to supplement  
6 Defendants' responses to requests for production of documents but had failed to do so. I also  
7 considered that the Court indicated Defendants would have 14 days to respond to any new  
8 requests for production to Defendants. As I considered these factors, and in order to avoid  
9 further delay, I decided to just send additional requests for production of documents to all  
10 Defendants. On October 30, 2019, another set of Requests for Production of Documents was  
11 served on each of the six Defendants in this case.

12 7. Late in the evening on Wednesday, November 13, 2019, Defendants served their  
13 responses to the latest set of requests for production of documents. My concerns that Defendants  
14 would simply seek to cause further delay came to fruition – and my ultimate conclusion that  
15 Defendants would not have ultimately properly supplemented the prior discovery responses was  
16 proven true. Yet again, Defendants did not properly respond to a single request. Rather,  
17 Defendants sent "responses" that contained only objections – and the same series of objections to  
18 each and every request at that. Not one Defendant identified or provided a single document in  
19 response to the requests for production of documents. Not one Defendant actually provided a  
20 single good faith response to any request.

21 8. The prior briefing on Plaintiff's Motion to Compel and for Sanctions addresses  
22 the deficiencies in Defendants' latest discovery responses as well. Plaintiff will file a  
23 supplement to Plaintiff's Motion to Compel and for Sanctions that sets forth the facts related to  
24

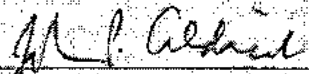
1 the latest round of non-responses from Defendants and provides copies of the latest discovery  
2 requests sent by Plaintiff and responses by Defendants.

3 9. Front Sight requests that the Court hear this Motion on November 20, 2019, at  
4 the same time as it is set to hear other discovery and substantive motions. That hearing is  
5 currently scheduled to begin at 1:30 p.m.

6 10. This request for an Order shortening time is made in good faith and without  
7 dilatory motive.

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

9 DATED this 14 day of November, 2019.

10   
11 John P. Aldrich, Esq.

12 Subscribed & sworn to before me  
13 this 14th day of November, 2019.

14   
15 NOTARY PUBLIC



1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 LEGAL ANALYSIS

4 EDCR 2.26 states in pertinent part:

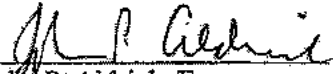
5 **Rule 2.26. Shortening time.** Ex parte motions to shorten time may not  
6 be granted except upon an unsworn declaration under penalty of perjury or  
7 affidavit of counsel describing the circumstances claimed to constitute good cause  
8 and justify shortening of time. If a motion to shorten time is granted, it must be  
served upon all parties promptly. An order which shortens the notice of a hearing  
to less than 10 days may not be served by mail. In no event may the notice of the  
hearing of a motion be shortened to less than 1 full judicial day.

9 As set forth above, the prior-filed Motion to Compel and for Sanctions will properly be  
10 on calendar on November 20, 2019 regardless, but Plaintiff seeks to have the Court consider the  
11 additional requests for production of documents that Plaintiff sent to Defendants on October 30,  
12 2019 when it revisits the Motion to Compel and for Sanctions that was filed on September 19,  
13 2019. The Court previously indicated a willingness to do so, as set forth above.

14 Based on the foregoing, Plaintiff respectfully requests that its Motion to Compel and for  
15 Sanctions be heard on **November 20, 2019**.

16 DATED this 17 day of November, 2019.

17 **ALDRICH LAW FIRM, LTD.**

18   
19 John P. Aldrich, Esq.  
Nevada Bar No. 6877  
20 Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
21 Matthew B. Beckstead, Esq.  
Nevada Bar No. 14168  
22 7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
23 Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
24 *Attorneys for Plaintiff/Counterdefendants*

**ORDER SHORTENING TIME**

Good cause appearing therefore,

**IT IS HEREBY ORDERED** that the time for the hearing on Plaintiff's Motion to Compel and for Sanctions in the above-entitled matter be shortened, and the same will be heard on the 10<sup>th</sup> day of November, 2019, at the hour of 1:30 <sup>P.M.</sup> ~~A.M.~~ in Dept. 16 of the Eighth Judicial District Court.

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

  
DISTRICT COURT JUDGE

18





1 NTC  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 [tcase@farmercase.com](mailto:tcase@farmercase.com)  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 [kholbert@farmercase.com](mailto:kholbert@farmercase.com)  
8 **FARMER CASE & FEDOR**  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 Cal. Bar. No. 135537 (*Pro Hac Vice*)  
15 [Keith.greer@greerlaw.biz](mailto:Keith.greer@greerlaw.biz)  
16 **GREER & ASSOCIATES, A.P.C.**  
17 16855 W. Bernardo Dr., Suite #255  
18 San Diego, California 92128  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

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

28 FRONT SIGHT MANAGEMENT, LLC., a  
Nevada Limited Liability Company,  
  
Plaintiff,  
  
v.  
  
LAS VEGAS DEVELOPMENT FUND LLC,  
a Nevada Limited Liability Company, EB5  
IMPACT CAPITAL REGIONAL CENTER  
LLC, a Nevada Limited Company, EB5  
IMPACT ADVISORS LLC, a Nevada  
Limited Liability Company; ROBERT W.  
DZIUBLA, individually and as President and  
CEO of LAS VEGAS DEVELOPMENT  
FUND LLC and EB5 IMPACT ADVISORS  
LLC; JON FLEMING, individually and as an  
agent of LAS VEGAS DEVELOPMENT  
FUND LLC and EB5 IMPACT ADVISORS

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

**NOTICE OF ENTRY OF ORDER**  
**GRANTING IN PART AND**  
**DENYING IN PART**  
**DEFENDANTS' MOTION TO**  
**QUASH SUBPOENAS TO NON-**  
**PARTIES EMPYREAN WEST,**  
**JAY CARTER and**  
**DAVID KELLER**

29 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*; Case No.: A-18-781084-B Dept. No.: XVI  
30 NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS' MOTION TO  
31 QUASH SUBPOENAS TO NON-PARTIES EMPYREAN WEST, JAY CARTER and DAVID KELLER  
32 Page 1 of 3

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

8 Defendants.

9 and related Cross-Claims.

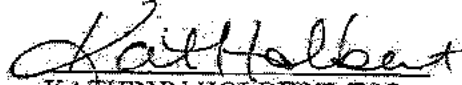
10 **NOTICE OF ENTRY OF ORDER GRANTING IN PART AND**  
11 **DENYING IN PART DEFENDANTS' MOTION TO QUASH**  
12 **SUBPOENAS TO NON-PARTIES EMPYREAN WEST, JAY CARTER**  
13 **and DAVID KELLER**

14 PLEASE TAKE NOTICE THAT on the 3rd day of December, 2019, an Order Granting in Part  
15 and Denying in part Defendants' Motions to Quash Plaintiff's Subpoenas to Non-Parties  
16 Empyrean West, Jay Carter and David Keller was entered on the Court docket regarding the  
17 above referenced case.

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

19 DATED this 6th day of December, 2019.

FARMER CASE & FEDOR

20 

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

29 *Front Signs Management LLC v. Las Vegas Development Fund LLC-et al.*, Case No.: A-18-781084-B Dept. No.: XVI  
30 NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS' MOTION TO  
31 QUASH SUBPOENAS TO NON-PARTIES EMPYREAN WEST, JAY CARTER and DAVID KELLER

Page 2 of 3

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

**CERTIFICATE OF SERVICE and/or MAILING**

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

**NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS' MOTION TO QUASH SUBPOENAS TO NON-PARTIES EMPYREAN WEST, JAY CARTER and DAVID KELLER**

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

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

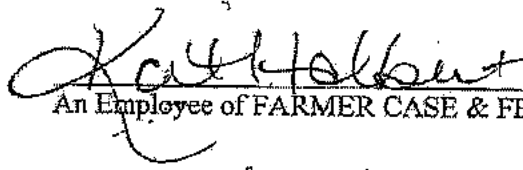
By:

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

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

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

Dated: December 17, 2019

  
An Employee of FARMER CASE & FEDOR

# EXHIBIT A

# EXHIBIT A



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

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

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

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

18 FRONT SIGHT MANAGEMENT, LLC., a  
Nevada Limited Liability Company,  
19  
Plaintiff,

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

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

**ORDER GRANTING IN PART**  
**AND DENYING IN PART**  
**DEFENDANTS MOTIONS TO**  
**QUASH PLAINTIFF'S**  
**SUBPOENAS TO**  
**NON-PARTIES EMPYREAN**  
**WEST, JAY CARTER**  
**and DAVID KELLER**

Hearing Date: October 09, 2019  
Hearing Time: 9:30 a.m.

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
28 **ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS MOTIONS TO QUASH PLAINTIFF'S**  
**SUBPOENAS TO NON-PARTIES EMPYREAN WEST, JAY CARTER and DAVID KELLER**

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

8 Defendants.

9 and related Cross-Claims.

10 **ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS'**  
11 **MOTIONS TO QUASH PLAINTIFF'S SUBPOENAS TO NON-PARTIES**  
12 **EMPYREAN WEST, JAY CARTER and DAVID KELLER**

13 This matter having come before the Court on October 9, 2019 at 9:30 a.m. on  
14 Defendants' Motions to Quash Plaintiff's Subpoenas to Non-Parties Empyrean West, Jay Carter  
15 and David Keller. John Aldrich, Esq. with Aldrich Law Firm, Ltd., personally appearing on  
16 behalf of Plaintiff, Keith Greer, Esq. with Greer and Associates and Kathryn Holbert, Esq. with  
17 Barner Case and Eedor personally appearing on behalf of Defendants and Mr. Robert Dziubla in  
18 his personal capacity and on behalf of the entity Defendants; the Court having reviewed the  
19 pleadings and having heard arguments by counsel hereby finds that Plaintiffs are entitled to  
20 certain information which may be in the possession of non-parties Empyrean West, Jay Carter  
21 and David Keller. However, Defendants may be entitled to a protective order regarding certain  
22 documents which may be in the possession of non-parties Empyrean West, Jay Carter and David  
23 Keller. The court further finds that the parties' competing interests in this issue cannot be  
24 resolved until the documents which are in the possession of non-parties Empyrean West, Jay  
25 Carter and David Keller are produced and reviewed by counsel and/or the Court.

26  
27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B, Dept. No.: XVI  
28 **ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS' MOTIONS TO QUASH PLAINTIFF'S**  
**SUBPOENAS TO NON-PARTIES EMPYREAN WEST, JAY CARTER and DAVID KELLER**

Page 2 of 4

1           Based upon the above Findings of Fact **IT IS HEREBY ORDERED** that Defendants'  
2 Motions to Quash Subpoenas and/or Motion for Protective Orders regarding non-parties  
3 Empyrean West, Jay Carter and David Keller are Granted in part and Denied in part, and the  
4 Court is issuing a Protective Order regarding the subpoenas to non-parties Empyrean West, Jay  
5 Carter and David Keller; to wit:

- 6
- 7           1. Plaintiff is hereby authorized to issue its proposed Subpoenas Duces Tecum to
- 8           non-parties Empyrean West, Jay Carter and David Keller.
- 9           2. Such Subpoenas shall instruct non-parties Empyrean West, Jay Carter and
- 10           David Keller to produce the requested documents to Plaintiff's counsel in a
- 11           double sealed package.
- 12           3. Plaintiff's counsel shall meet and confer with Defendants' counsel to arrange
- 13           a time and place to open the package or packages of documents from non-
- 14           parties Empyrean West, Jay Carter and David Keller and review the
- 15           documents produced by non-parties Empyrean West, Jay Carter and David
- 16           Keller.
- 17
- 18           4. Before any documents produced by Empyrean West, Jay Carter or David
- 19           Keller are produced to any party to this litigation or used by any party in the
- 20           litigation, there shall either be a written agreement between counsel regarding
- 21           the use of such documents or a further order of this court pursuant to a
- 22           supplemental motion for protective order.
- 23

24           ///

25           ///


26           ///

27           *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept. No.: XVI  
28           **ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS MOTIONS TO QUASH PLAINTIFF'S**  
                  **SUBPOENAS TO NON-PARTIES EMPYREAN WEST, JAY CARTER and DAVID KELLER**

1 Any and all documents produced by non-parties Empyrean West, Jay Carter and David  
2 Keller shall be treated as attorneys' eyes only until such time as a stipulation is reached or there  
3 is a further order of this court.

4 **IT IS SO ORDERED.**

5 DATED this 22<sup>nd</sup> <sup>NOV.</sup> day of ~~October~~, 2019.

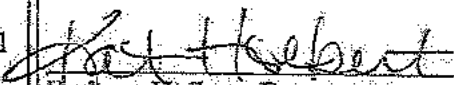
  
DISTRICT COURT JUDGE  
A-18-781084-B  
Dept 16

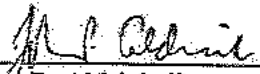
8 Respectfully submitted by:

Approved as to form and content:

9 **FARMER CASE & FEDOR**

**ALDRICH LAW FIRM, LTD.**

11   
12 Kathryn Holbert, Esq.  
13 Nevada Bar No. 10084  
14 2190 E Pebble Rd., Suite #205  
15 Las Vegas, NV 89123  
16 Tel: (702) 579-3900  
17 *Attorneys for Defendants LAS VEGAS*  
18 *DEVELOPMENT FUND LLC, EB5 IMPACT*  
19 *CAPITAL REGIONAL CENTER LLC, EB5*  
20 *IMPACT ADVISORS LLC, ROBERT W.*  
21 *DZIUBLA, JON FLEMING and LINDA*  
22 *STANWOOD*

  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
7866 West Sahara Avenue  
Las Vegas, Nevada 89147  
Tel: (702) 853-5490  
Fax: (702) 227-1975  
*Attorneys for Plaintiff FRONT SIGHT*  
*MANAGEMENT LLC*

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept No.: XVI  
28 ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS MOTIONS TO QUASH PLAINTIFF'S  
SUBPOENAS TO NON-PARTIES EMPYREAN WEST, JAY CARTER and DAVID KELLER





1 NTC  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 [tcase@farmercase.com](mailto:tcase@farmercase.com)  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 [kholtbert@farmercase.com](mailto:kholtbert@farmercase.com)  
8 FARMER CASE & FEDOR  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 Cal. Bar. No. 135537 (*Pro Hac Vice*)  
15 [Keith.greer@greerlaw.biz](mailto:Keith.greer@greerlaw.biz)  
16 GREER & ASSOCIATES, A.P.C.  
17 16855 W. Bernardo Dr., Suite #255  
18 San Diego, California 92128  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

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

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

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

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

**NOTICE OF ENTRY OF ORDER**  
**GRANTING DEFENDANTS'**  
**MOTION TO QUASH**  
**PLAINTIFF'S SUBPOENAS TO**  
**NON-PARTY BANKS**

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept. No.: XVI  
NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS' MOTION TO QUASH  
PLAINTIFF'S SUBPOENAS TO NON-PARTY BANKS

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

8 Defendants.


9 and related Cross-Claims.

10 **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS' MOTION**  
11 **TO QUASH PLAINTIFF'S SUBPOENAS TO NON-PARTY BANKS**

12 PLEASE TAKE NOTICE THAT on the 3rd day of December, 2019, an Order Granting  
13 Defendants' Motions to Quash Plaintiff's Subpoenas to Non-Party Banks was entered on the  
14 Court docket regarding the above referenced case.

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

16 DATED this 10<sup>th</sup> day of December, 2019. FARMER CASE & FEDOR

17   
18 KATHRYN HOLBERT, ESQ.  
19 Nevada Bar No. 10084  
20 2190 E. Pebble Rd., Suite #205  
21 Las Vegas, NV 89123  
22 Telephone: (702) 579-3900  
23 kholbert@farmercase.com  
24 Attorney for Defendants  
25 LAS VEGAS DEVELOPMENT FUND  
26 LLC, EB5 IMPACT CAPITAL REGIONAL  
27 CENTER, LLC, EB6 IMPACT ADVISORS,  
28 LLC, ROBERT W. DZIUBLA, JON  
ELEMING and LINDA STANWOOD

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


NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS' MOTION TO QUASH  
PLAINTIFF'S SUBPOENAS TO NON-PARTY BANKS

Page 2 of 5



# EXHIBIT A

# EXHIBIT A



1 **ORDR**  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 [tcase@farmercase.com](mailto:tcase@farmercase.com)  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 [khobert@farmercase.com](mailto:khobert@farmercase.com)  
8 **FARMER CASE & FEDOR**  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 Cal. Bar. No. 135537 (*Pro Hac Vice*)  
15 [Keith.greer@greerlaw.biz](mailto:Keith.greer@greerlaw.biz)  
16 **GREER & ASSOCIATES, A.P.C.**  
17 16855 W. Bernardo Dr., Suite 255  
18 San Diego, California 92127  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

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

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

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

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

**ORDER GRANTING COUNTER**  
**DEFENDANTS' MOTIONS TO**  
**QUASH PLAINTIFF'S**  
**SUBPOENAS TO**  
**NON-PARTY BANKS**

Hearing Date: October 09, 2019  
Hearing Time: 9:30 a.m.

Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI  
**ORDER GRANTING DEFENDANTS MOTIONS TO QUASH SUBPOENAS TO NON-PARTY BANKS**

NOV 21 2019

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

Defendants.

and related Cross-Claims.

7  
8 **ORDER GRANTING DEFENDANTS' MOTIONS TO QUASH**  
9 **PLAINTIFF'S SUBPOENAS TO NON-PARTY BANKS**

10 This matter having come before the Court on October 9, 2019 at 9:30 a.m. on  
11 Defendants' Motions to Quash Plaintiff's Subpoenas to Non-Parties Signature Bank, Bank of  
12 Hope, Open Bank and Wells Fargo Bank. John Aldrich, Esq. with Aldrich Law Firm, Ltd.,  
13 personally appearing on behalf of Plaintiff, Keith Greer, Esq. with Greer and Associates and  
14 Kathryn Holbert, Esq. with Farmer Case and Fedor personally appearing on behalf of Defendants  
15 and Mr. Robert Dziubla present in his personal capacity and on behalf of the entity Defendants;  
16 the Court having reviewed the pleadings and having heard arguments by counsel and pursuant to  
17 the findings of facts as were set forth on the record;

18 III

19 III

20 III

21 III

22 III

23 III

24 III


25 III

26  
27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.* Case No.: A-18-781084-B Dept. No.: XVI  
28 **ORDER GRANTING DEFENDANTS' MOTIONS TO QUASH SUBPOENAS TO NON-PARTY BANKS**

1 IT IS HEREBY ORDERED that Defendant Motions to Quash Plaintiff's Subpoena to  
2 Open Bank; Plaintiff's Subpoena to Signature Bank; Plaintiff's Subpoena to Bank of Hope and  
3 Plaintiff's Subpoena to Wells Fargo Bank are each GRANTED.

4 IT IS SO ORDERED.

5 DATED this 22<sup>ND</sup> day of October, 2019.

  
DISTRICT COURT JUDGE  
A-18-781084-B  
Dept 16

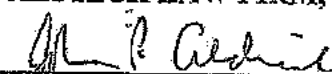
8 Respectfully submitted by:

Approved as to form and content:

9 FARMER CASE & FEDOR

ALDRICH LAW FIRM, LTD.

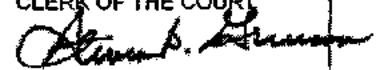
10 



11 Kathryn Holbert, Esq.  
12 Nevada Bar No. 10084  
2190 E. Pebble Rd., Suite #205  
13 Las Vegas, NV 89123  
Tel: (702) 579-3900  
14 Fax: (702) 739-3001

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

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



1 NTC  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 tcase@farmercase.com  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 khobert@farmercase.com  
8 **FARMER CASE & FEDOR**  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 Cal. Bar No. 135537 (*Pro Hac Vice*)  
15 Keith.greer@greerlaw.biz  
16 **GREER & ASSOCIATES, A.P.C.**  
17 16855 W. Bernardo Dr., Suite #255  
18 San Diego, California 92128  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

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

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

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

29 LAS VEGAS DEVELOPMENT FUND LLC,  
30 a Nevada Limited Liability Company, EB5  
31 IMPACT CAPITAL REGIONAL CENTER  
32 LLC, a Nevada Limited Company, EB5  
33 IMPACT ADVISORS LLC, a Nevada  
34 Limited Liability Company, ROBERT W.  
35 DZIUBLA, individually and as President and  
36 CEO of LAS VEGAS DEVELOPMENT  
37 FUND LLC and EB5 IMPACT ADVISORS  
38 LLC; JON FLEMING, individually and as an  
agent of LAS VEGAS DEVELOPMENT  
FUND LLC and EB5 IMPACT ADVISORS  
LLC; LINDA STANWOOD, individually and

**NOTICE OF ENTRY OF  
STIPULATION AND ORDER  
REGARDING EXHIBIT**

39 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
40 **NOTICE OF ENTRY OF STIPULATION AND ORDER REGARDING EXHIBIT**



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

Defendants.

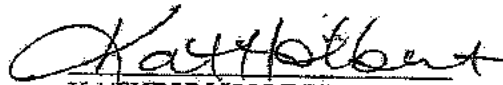
and related Cross-Claims.

8 **NOTICE OF ENTRY OF STIPULATION AND ORDER**  
9 **REGARDING EXHIBIT**

10 PLEASE TAKE NOTICE THAT on the 3rd day of December, 2019, a Stipulation and  
11 Order Regarding Exhibit was entered on the Court docket regarding the above referenced case.

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

13 DATED this 6th day of December, 2019. FARMER CASE & FEDOR

14  
15 

16 KATHRYN HOLBERT, ESQ.  
17 Nevada Bar No. 10084  
18 2190 E. Pebble Rd., Suite #205  
19 Las Vegas, NV 89123  
20 Telephone: (702) 579-3900  
21 kholbert@farmercase.com  
22 Attorney for Defendants  
23 LAS VEGAS DEVELOPMENT FUND  
24 LLC., EB5 IMPACT CAPITAL REGIONAL  
25 CENTER, LLC, EB6 IMPACT ADVISORS,  
26 LLC, ROBERT W. DZIUBLA, JON  
27 FLEMING and LINDA STANWOOD

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

NOTICE OF ENTRY OF STIPULATION AND ORDER REGARDING EXHIBIT

Page 2 of 3

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

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

4 **NOTICE OF ENTRY OF STIPULATION AND ORDER**  
5 **REGARDING EXHIBIT**

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

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

11 By:

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

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

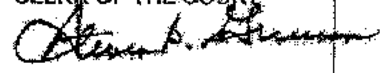
16  **FACSIMILE:** I caused said document(s) to be transmitted by facsimile transmission. The  
17 sending facsimile machine properly issued a transmission report confirming that the transmission  
was complete and without error.

18 Dated: December 0, 2019

19  
20  
21   
22 An Employee of FARMER CASE & FEDOR  
23  
24  
25  
26  
27  
28

EXHIBIT A

EXHIBIT A



1 SAO  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 tcase@farmercase.com  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 khobert@farmercase.com  
8 FARMER CASE & FEDOR  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 Cal. Bar. No. 135537 (*Pro Hac Vice*)  
15 Keith.greer@greerlaw.biz  
16 GREER & ASSOCIATES, A.P.C.  
17 16855 W. Bernardo Dr., Suite #255  
18 San Diego, California 92128  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

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

28 FRONT-SIGHT MANAGEMENT, LLC, a  
Nevada Limited Liability Company,  
Plaintiff,

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

29 LAS VEGAS DEVELOPMENT FUND LLC,  
30 a Nevada Limited Liability Company, EB5  
31 IMPACT CAPITAL REGIONAL CENTER  
32 LLC, a Nevada Limited Company, EB5  
33 IMPACT ADVISORS LLC, a Nevada  
34 Limited Liability Company; ROBERT W.  
35 DZIUBLA, individually and as President and  
36 CEO of LAS VEGAS DEVELOPMENT  
37 FUND LLC and EB5 IMPACT ADVISORS  
38 LLC; JON FLEMING, individually and as an  
agent of LAS VEGAS DEVELOPMENT  
FUND LLC and EB5 IMPACT ADVISORS  
LLC; LINDA STANWOOD, individually and

STIPULATION and ORDER  
REGARDING EXHIBIT

NOV 21 2019

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

Defendants.

6 **STIPULULATION and ORDER REGARDING EXHIBIT**

7 IT IS HEREBY STIPULATED AND AGREED, by and between the Plaintiff and  
8 Defendants, that whereas the parties noticed during the course of the continued evidentiary  
9 hearing on September 20, 2019, that the copy of the February 14, 2013 Engagement Letter which  
10 was admitted into evidence as Exhibit 6 in the currently pending preliminary injunction  
11 evidentiary hearing is not the version of the document signed by Ignatius Piazza.

12 The parties hereby stipulate and agree to substitute the version that was signed by Ignatius  
13 Piazza, a copy of which is attached hereto as Exhibit A, for the document that had been admitted  
14 as Exhibit 6 in the evidentiary hearing.

15 No party waives, and all parties hereby specifically reserve, any and all other rights,  
16 defenses and legal arguments they may have regarding such document.

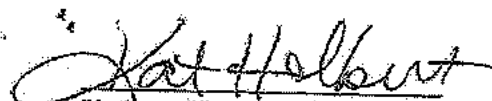
17 Dated this ~~20<sup>th</sup>~~ <sup>21<sup>st</sup></sup> day of ~~September~~ <sup>November</sup>, 2019

18 Dated this ~~21<sup>st</sup>~~ <sup>21<sup>st</sup></sup> day of ~~September~~ <sup>November</sup>, 2019

19 ALDRICH LAW FIRM, LTD

20 FARMER CASE & FEDOR

21 

22 


23 John P. Aldrich, Esq.  
24 Nevada Bar No. 6877  
7866 West Sahara Ave.  
25 Las Vegas, Nevada 89117  
Attorney for Plaintiff

26 Kathryn Holbert, Esq.  
27 Nevada Bar No. 10084  
2190 E Pebble Rd., Suite #205  
28 Las Vegas, Nevada 89123  
Attorney for Defendants

1 ORDER

2 IT IS HEREBY ORDERED, pursuant to the above and foregoing stipulation of the  
3 parties, that the fully signed copy of the February 14, 2013 Engagement Letter which was attached  
4 hereto as Exhibit A, shall be substituted for Exhibit 6 to Plaintiff's second amended complaint and  
5 shall also be substituted for Exhibit 6 in the currently pending preliminary injunction  
6 evidentiary hearing.  
7

8 DATED this 25<sup>th</sup> day of 100V, 2019.

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

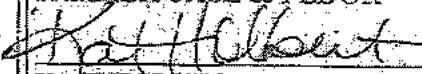
9  
10 Submitted by:  
11 FARMER CASE & FEDOR  
12   
13 KATHRYN HOLBERT, ESQ.  
14 Nevada Bar No. 10084  
15 [kholbert@farmercase.com](mailto:kholbert@farmercase.com)  
16 FARMER CASE & FEDOR  
17 2190 E. Pebble Rd., Suite #205  
18 Las Vegas, NV 89123  
19 Telephone: (702) 579-3900  
20 Facsimile: (702) 739-3001  
21 Attorneys for Defendants  
22 LAS VEGAS DEVELOPMENT FUND LLC  
23 and RELATED ENTITIES and INDIVIDUALS  
24  
25  
26  
27  
28

EXHIBIT A

EXHIBIT A

# EB5 Impact Advisors LLC

EB5 IMPACT ADVISORS LLC  
216 SOUTHWOOD BOULEVARD, SUITE 10  
P.O. BOX 1003  
INCLINE VILLAGE, NEVADA 89350

Telephone: (855) 696-4367  
Facsimile: (855) 697-4367

February 14, 2013

## By Email

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

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

Dear Mike:

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

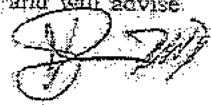
A summary of indicative terms for the Financing is attached as Schedule A. The projected budget and timeline for this transaction are attached as Schedule B; the parties acknowledge and agree that the budget and timelines are the best current estimates for both and that they may change in response to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

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

## Scope of Assignment: Services

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

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





Mr. Mike Mcacher  
Chief Operating Officer - Front Sight  
February 14, 2013  
Page 2

EB5 IMPACT ADVISORY

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

- (d) EB5IA will endeavor to obtain commitment(s) for the contemplated Financing that will accomplish the Company's objectives;
- (e) If so requested, EB5IA will work with the Company, its counsel and other relevant parties in the structuring, negotiation, documentation and closing of the contemplated Financing; and
- (f) EB5IA will render such additional advisory and related services as may from time to time be specifically requested by the Company, and agreed to by EB5IA. If the parties deem it advisable to do so, the scope and fees for any such additional services shall be set forth in an addendum to this Agreement (an "Addendum").

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

#### Certain Obligations of EB5IA

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

#### Certain Obligations of the Company

- (a) The Company hereby engages EB5IA on an exclusive basis as its Financial Advisor for the Financing.
- (b) The Company shall provide full cooperation to EB5IA as may be necessary for the efficient performance by EB5IA of its Services, including but not limited to the following. The Company will:
  - (1) Keep EB5IA fully and accurately informed as to the status and progress of all important matters related to the Project and the Financing;
  - (2) Respond promptly to EB5IA's suggestions for changes to the indicative terms of the Financing so as to make it more attractive to the EB-5 immigrant investors; and
  - (3) Make one or more senior management personnel available to participate in presentations as may be reasonably required;
- (c) The Company acknowledges that EB5IA is making no independent investigation of the accuracy or completeness of the information to be included in the Memorandum with regard to the Project and that EB5IA makes no representation or warranty with respect thereto. Furthermore, the Company agrees to advise EB5IA immediately of the occurrence of any event or any other change known to the Company which results in the Memorandum containing an untrue statement of a material fact or

Mr. Mike Meacher  
Chief Operating Officer - Front Sight  
February 14, 2013  
Page 3

EB5 INVESTMENT ADVISORS

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

#### Compensation

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

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

#### Right of First Refusal for Refinancing

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

#### Expenses

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

#### Indemnification

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

Mr. Mike Meacher  
Chief Operating Officer - Front Sight  
February 14, 2013  
Page 4

EMS (IMPACT) AGREEMENT

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

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

#### Termination

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

#### General Matters

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

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

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

#### Governing Law

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

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

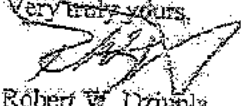


Mr. Mike Meacher  
Chief Operating Officer -- Front Sight  
February 14, 2013  
Page 5

WES IMPACT ADVISORS

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


Very truly yours,

  
Robert W. Dziupla  
President & CEO

Cc: Mr. Jon Fleming  
Professor Sean Flynn

AGREED AND ACCEPTED:

Front Sight Management, Inc.

By:   
Ignatius A. Piazza II  
President & Owner

SCHEDULE A

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

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

Mr. Mike Meacher  
 Chief Operating Officer -- Front Sight  
 February 14, 2013  
 Page 7

4474-0014-001-00000000

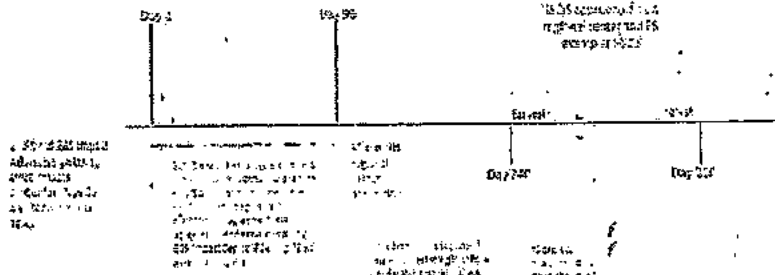
**SCHEDULE B**

**Budget and Timeline  
 (attached)**

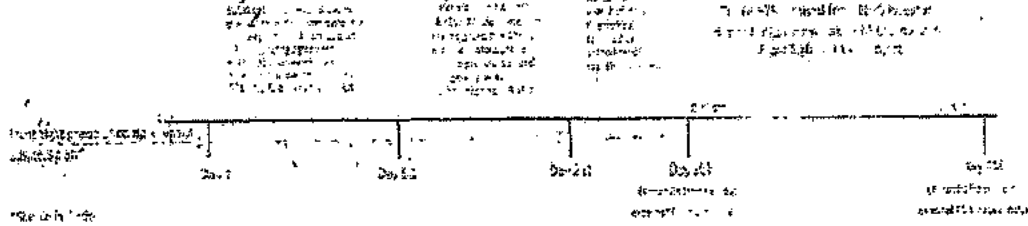
**Regional Center & Front Sight Project Cost**

Category	Budget	Actual	Front Cost	Payoff / Est. payoff date
Account	40,000			
SEC Mgmt.	40,000	22,500	22,500	
ES-Admin	20,000	12,500	12,500	
Support Personnel	10,000	7,500	7,500	
Travel	10,000	5,000	5,000	
Energy	10,000	5,000	5,000	
USGS Fee	5,000	2,500	2,500	
USGS Fee	5,000	2,500	2,500	
Travel	10,000	5,000	5,000	
Memberships	10,000	5,000	5,000	
Materials	10,000	5,000	5,000	
Salaries	10,000	5,000	5,000	
Equipment	10,000	5,000	5,000	
Travel	10,000	5,000	5,000	
Per Diem	10,000	5,000	5,000	
Supplies	10,000	5,000	5,000	
Materials	10,000	5,000	5,000	
Total Expenses	30,000	10,750	10,750	
Item 1				
Item 2				
Item 3				
Item 4				
Item 5				
Item 6				
Item 7				
Item 8				
Item 9				
TOTAL				

New regional center establishment for Front Sight project

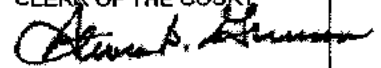


Raising of \$75m through ES-S program



- 1. Review of the ES-S program and its impact on the project.
- 2. Review of the ES-S program and its impact on the project.
- 3. Review of the ES-S program and its impact on the project.
- 4. Review of the ES-S program and its impact on the project.
- 5. Review of the ES-S program and its impact on the project.
- 6. Review of the ES-S program and its impact on the project.
- 7. Review of the ES-S program and its impact on the project.
- 8. Review of the ES-S program and its impact on the project.
- 9. Review of the ES-S program and its impact on the project.
- 10. Review of the ES-S program and its impact on the project.

*[Handwritten signature and initials]*



1 NTC  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 [tcase@farmercase.com](mailto:tcase@farmercase.com)  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 [kholbert@farmercase.com](mailto:kholbert@farmercase.com)  
8 FARMER CASE & FEDOR  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 Cal. Bar. No. 135537 (*Pro Hac Vice*)  
15 [Keith.greer@greerlaw.biz](mailto:Keith.greer@greerlaw.biz)  
16 GREER & ASSOCIATES, A.P.C.  
17 16855 W. Bernardo Dr., Suite #255  
18 San Diego, California 92128  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, STATE OF NEVADA

26 FRONT SIGHT MANAGEMENT, LLC, a  
27 Nevada Limited Liability Company,  
28  
Plaintiff,

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

29 LAS VEGAS DEVELOPMENT FUND LLC,  
30 a Nevada Limited Liability Company, EB5  
31 IMPACT CAPITAL REGIONAL CENTER  
32 LLC, a Nevada Limited Company, EB5  
33 IMPACT ADVISORS LLC, a Nevada  
34 Limited Liability Company, ROBERT W.  
35 DZIUBLA, individually and as President and  
36 CEO of LAS VEGAS DEVELOPMENT  
37 FUND LLC and EB5 IMPACT ADVISORS  
38 LLC; JON FLEMING, individually and as an  
agent of LAS VEGAS DEVELOPMENT  
FUND LLC and EB5 IMPACT ADVISORS

**NOTICE OF ENTRY OF ORDER  
DENYING PLAINTIFF'S MOTION  
TO QUASH SUBPOENAS TO  
PLAINTIFF'S BANK and  
ACCOUNTANT.**

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*; Case No.: A-18-781084-B Dept. No.: XVI  
NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS  
TO PLAINTIFF'S BANK AND ACCOUNTANT



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

8 Defendants.


9 and related Cross-Claims.

10 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO**  
11 **QUASH SUBPOENAS TO PLAINTIFF'S BANK and ACCOUNTANT**

12 PLEASE TAKE NOTICE THAT on the 3rd day of December, 2019, an Order Denying  
13 Plaintiff's Motion to Quash Defendants' Subponeas to Plaintiff's Bank and Accountant was  
14 entered on the Court docket regarding the above referenced case.

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

16 DATED this 6<sup>th</sup> day of December, 2019. FARMER CASE & FEDOR

17   
18 KATHRYN HOLBERT, ESQ.  
19 Nevada Bar No. 10084  
20 2190 B Pebble Rd., Suite #205  
21 Las Vegas, NV 89123  
22 Telephone: (702) 579-3900  
23 kholbert@farmercase.com  
24 Attorney for Defendants  
25 LAS VEGAS DEVELOPMENT FUND  
26 LLC, EB5 IMPACT CAPITAL REGIONAL  
27 CENTER, LLC, EB6 IMPACT ADVISORS,  
28 LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

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

30 NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS  
31 TO PLAINTIFF'S BANK AND ACCOUNTANT

32 Page 2 of 3



EXHIBIT A

EXHIBIT A



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

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

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

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

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

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

**ORDER DENYING PLAINTIFF'S**  
**MOTION TO QUASH SUBPOENAS**  
**TO PLAINTIFF'S BANK AND**  
**ACCOUNTANT**

Hearing Date: November 26, 2019  
 Hearing Time: 10:00 a.m.

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No. A-18-781084-B Dept. No. XVI*  
 28 **ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO PLAINTIFF'S BANK AND ACCOUNTANT**  
 Page 1 of 2

NOV 26 2019

1 DEVELOPMENT FUND LLC and EB5  
2 IMPACT ADVISORS LLC; CHICAGO  
3 TITLE COMPANY, a California corporation;  
DOES 1-10, inclusive; and ROE  
CORPORATIONS 1-10, inclusive,

4 Defendants.

5  
6 and related Cross-Claims.

7 **ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO**  
8 **PLAINTIFF'S BANK AND ACCOUNTANT**

9 This matter having come before the Court on November 26, 2019, pursuant to Plaintiff's  
10 Motion to Quash Subpoenas to Plaintiff's Bank and Accountant; John Aldrich, Esq. with Aldrich  
11 Law Firm personally appearing on behalf of Plaintiff; Keith Greer, Esq. with Greer and  
12 Associates and Kathryn Holbert, Esq. with Farmer Case and Fedor personally appearing on  
13 behalf of Defendants; the Court having reviewed the pleadings, having heard arguments by  
14 counsel and good cause appearing therefore,  
15

16 IT IS HEREBY ORDERED THAT, for the reasons stated on the record, Plaintiff's  
17 Motion to Quash Subpoenas to Plaintiff's Bank and Accountant is DENIED. IT IS FURTHER  
18 ORDERED the Subpoenas shall be responded to within ten (10) days of service.

19 IT IS SO ORDERED.


20 DATED this 27<sup>th</sup> day of November, 2019.

21 Respectfully submitted by:  
22 FARMER CASE & FEDOR

23 *Kathryn Holbert*  
Kathryn Holbert, Esq., NV Bar No. 10084  
24 Approved

25 *John P. Aldrich*  
26 John Aldrich, Esq., NV Bar No. 6877

*[Signature]*  
DISTRICT COURT JUDGE  
A-18-781084-B  
Dept 16



1 **NEO**

John P. Aldrich, Esq.

2 Nevada Bar No. 6877

Catherine Hernandez, Esq.

3 Nevada Bar No. 8410

Matthew B. Beckstead, Esq.

4 Nevada Bar No. 14168

**ALDRICH LAW FIRM, LTD.**

5 7866 West Sahara Avenue

Las Vegas, NV 89117

6 Telephone: (702) 853-5490

Facsimile: (702) 227-1975

7 *Attorneys for Plaintiff/Counterdefendants*

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

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

11 Plaintiff,

12 vs.

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

14 Defendants.

15 \_\_\_\_\_  
16 AND ALL RELATED COUNTERCLAIMS.  
17 \_\_\_\_\_

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

**NOTICE OF ENTRY OF ORDER**  
**SHORTENING TIME**

18 PLEASE TAKE NOTICE that an Order Shortening Time on Plaintiff's Motion to Stay  
19 Enforcement of Order Denying Plaintiff's Motion to Quash Subpoenas to Bank of America and  
20 Lucas Horsfall was entered by the Court in the above-captioned action on the 11<sup>th</sup> day of

21 ///

22 ///

23 ///

24

1 December, 2019, a true and correct copy of which is attached hereto.

2 DATED this 11<sup>th</sup> day of December, 2019.

3 **ALDRICH LAW FIRM, LTD.**

4 /s/ John P. Aldrich

5 John P. Aldrich, Esq.

6 Nevada Bar No. 6877

7 Catherine Hernandez, Esq.

8 Nevada Bar No. 8410

9 Matthew B. Beckstead, Esq.

10 Nevada Bar No. 14168

11 7866 West Sahara Avenue

12 Las Vegas, Nevada 89117

13 Telephone: (702) 853-5490

14 Facsimile: (702) 227-1975

15 *Attorneys for Plaintiff/Counterdefendants*

16 **CERTIFICATE OF SERVICE**

17 I HEREBY CERTIFY that on the 11<sup>th</sup> day of December, 2019, I caused the foregoing  
18 **NOTICE OF ENTRY OF ORDER SHORTENING TIME** to be electronically filed and  
19 served with the Clerk of the Court using Wiznet which will send notification of such filing to the  
20 email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if  
21 not included on the Electronic Mail Notice List, to the following parties:

22 Anthony T. Case, Esq.

23 Kathryn Holbert, Esq.

24 FARMER CASE & FEDOR

2190 E. Pebble Rd., Suite #205

Las Vegas, NV 89123

C. Keith Greer, Esq.

16855 West Bernardo Drive, Suite 255

San Diego, CA 92127

*Attorneys for Defendants*

/s/ T. Bixenmann

An employee of ALDRICH LAW FIRM, LTD.



1 **MOT**  
2 John P. Aldrich, Esq.  
3 Nevada Bar No. 6877  
4 Catherine Hernandez, Esq.  
5 Nevada Bar No. 8410  
6 Matthew B. Beckstead, Esq.  
7 Nevada Bar No. 14168  
8 **ALDRICH LAW FIRM, LTD.**  
9 7866 West Sahara Avenue  
10 Las Vegas, NV 89117  
11 Telephone: (702) 853-5490  
12 Facsimile: (702) 227-1975  
13 [jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
14 [chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)  
15 [mbeckstead@johnaldrichlawfirm.com](mailto:mbeckstead@johnaldrichlawfirm.com)  
16 *Attorneys for Plaintiff/Counterdefendants*

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

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

15 Plaintiff,

16 vs.


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

19 Defendants.

20  
21 AND ALL RELATED COUNTERCLAIMS.  
22

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

**MOTION TO STAY**  
**ENFORCEMENT OF ORDER**  
**DENYING PLAINTIFF'S MOTION**  
**TO QUASH SUBPOENAS TO BANK**  
**OF AMERICA AND LUCAS**  
**HORSFALL. MOTION FOR ORDER**  
**SHORTENING TIME**  
**AND**  
**ORDER SHORTENING TIME**

DEPARTMENT XVI  
NOTICE OF HEARING  
DATE 12/18/19 TIME 10:00 AM  
APPROVED BY 

23  
24 COMES NOW Plaintiff FRONT SIGHT MANAGEMENT LLC ("Plaintiff"), by and  
25 through its attorneys, John P. Aldrich, Esq., Catherine Hernandez, Esq., and Matthew B.  
26 Beckstead, Esq., of the Aldrich Law Firm, Ltd., and hereby moves this Court for an order staying  
27 enforcement of the Order Denying Plaintiff's Motion to Quash Subpoenas to Plaintiff's Bank  
28 and Accountant, Notice of Entry of Order filed December 6, 2019, and staying enforcement of

DEC 11 2019




1 Defendants' Subpoenas to Bank of America and Lucas Horsfall, and for an Order Shortening  
2 Time.

3 This Motion is made and based upon E.D.C.R. 2.26, the attached Memorandum of Points  
4 and Authorities, the Affidavit of John P. Aldrich, Esq., the pleadings and papers on file herein,  
5 and any other argument that this Court may allow.

6 DATED this 16<sup>th</sup> day of December, 2019.

7 ALDRICH LAW FIRM, LTD.

8   
9 John P. Aldrich, Esq.  
10 Nevada Bar No. 6877  
11 Catherine Hernandez, Esq.  
12 Nevada Bar No. 8410  
13 Matthew B. Beckstead, Esq.  
14 Nevada Bar No. 14168  
15 7866 West Sahara Avenue  
16 Las Vegas, Nevada 89117  
17 Telephone: (702) 853-5490  
18 Facsimile: (702) 227-1975  
19 Attorneys for Plaintiff/Counterdefendants

20 **AFFIDAVIT OF JOHN P. ALDRICH IN SUPPORT MOTION FOR ORDER**  
21 **SHORTENING TIME**

22 State of Nevada )  
23 ) ss  
24 County of Clark )

25 Affiant, being first duly sworn, deposes and states as follows:

- 26 1. I, John P. Aldrich, am an attorney licensed to practice in the State of Nevada and  
27 am a partner in the law firm of Aldrich Law Firm, Ltd. I am counsel for Plaintiff in this action.  
28 2. My office address is 7866 West Sahara Avenue, Las Vegas, Nevada 89117.  
3. The following facts set forth below are upon information and belief. I make this  
Declaration based on my personal knowledge of the facts and matters of this action, and to  
establish good cause justifying a shortening of time for the hearing on Plaintiff's Motion to Stay  
Order Denying Plaintiff's Motion to Quash Subpoenas to Plaintiff's Bank and Accountant,

1 Notice of Entry of Order filed December 6, 2019, and staying enforcement of Defendants'  
2 Subpoenas to Bank of America and Lucas Horsfall ("Motion to Stay").

3 4. There exists good cause to hear this Plaintiff's Motion to Stay on shortened time.

4 5. The Order Denying Plaintiff's Motion to Quash Subpoenas to Plaintiff's Bank  
5 and Accountant, Notice of Entry of Order filed December 6, 2019, provides that "the Subpoenas  
6 shall be responded to within ten (10) days of service." (Order at p. 2.)

7 6. Plaintiff intends to file a writ petition with the Nevada Supreme Court challenging  
8 the Court's decision to deny Plaintiff's Motion to Quash Subpoenas to Plaintiff's Bank and  
9 Accountant. Pursuant to NRAP8(a)(1) and the Court's inherent authority, Plaintiff requests  
10 through this current Motion to Stay that the Court stay enforcement of the Order Denying  
11 Plaintiff's Motion to Quash Subpoenas to Plaintiff's Bank and Accountant, Notice of Entry of  
12 Order filed December 6, 2019, and staying enforcement of Defendants' Subpoenas to Bank of  
13 America and Lucas Horsfall, such that no documents are sent to or received by Defendants until  
14 after the Nevada Supreme Court has decided the writ petition.

15 7. If this matter is set in the ordinary course, the ten (10) days by which the  
16 recipients of the subpoenas must respond will have long passed and the documents Plaintiff  
17 asserts should not be discoverable by Defendants will have already been received by Defendants.  
18 Consequently, a determination on the Motion to Stay is necessary, and good cause exists under  
19 EDCR 2.26 to shorten the time for hearing.

20 8. Front Sight requests that the Court hear this Motion on shortened time as soon as  
21 practicable, and that the court stay enforcement of the Order at least until this matter can be  
22 heard.

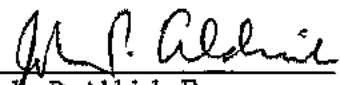
23 9. This request for an Order shortening time is made in good faith and without  
24 dilatory motive.  
25  
26  
27  
28

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

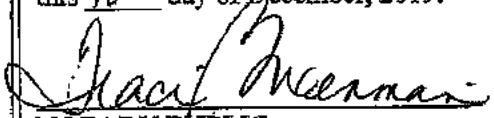
10. I will send a copy of this Motion to Stay on Defendants' counsel contemporaneously with its submission to the Court. Once I have received the signed Order Shortening Time, I will file and serve the same through the electronic filing system.

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

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

  
John P. Aldrich, Esq.

Subscribed & sworn to before me this 10<sup>th</sup> day of December, 2019.

  
NOTARY PUBLIC



**ORDER SHORTENING TIME**

Good cause appearing therefore,

**IT IS HEREBY ORDERED** that the time for the hearing on Plaintiff's Motion to Stay Order Denying Plaintiff's Motion to Quash Subpoenas to Plaintiff's Bank and Accountant, Notice of Entry of Order filed December 6, 2019, and staying enforcement of Defendants' Subpoenas to Bank of America and Lucas Horsfall in the above-entitled matter be shortened, and the same will be heard on the 18<sup>th</sup> day of Dec., 2019, at the hour of 10 :00 A.M. a.m. in Dept. 16 of the Eighth Judicial District Court.

DATED this 11<sup>th</sup> day of December, 2019.

  
DISTRICT COURT JUDGE  


1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 PROCEDURAL HISTORY

4 On October 22, 2019, Defendants (not just Defendant LVDF, but all Defendants) e-  
5 served to Plaintiff two Notices of Intent to Issue Subpoena. One of those Notices pertained to  
6 Bank of America, N.A., and the other one pertained to Lucas, Horsfall, Murphy & Pindroh, LLP  
7 ("Lucas Horsfall"), Front Sight's accountants. Each of these subpoenas had a return date of  
8 November 22, 2019, directing the responsive documents to be returned to Defendants' counsel's  
9 office by that date.

10 On October 29, 2019, Plaintiff filed and served Plaintiff's Motion to Quash Subpoenas  
11 ("Plaintiff's Motion to Quash"). Plaintiff's Motion to Quash sought an order quashing the Bank  
12 of America subpoena under NRCPP 26(c)(1) because the subpoena's requests are overly broad on  
13 their face because they seek irrelevant documents and are, therefore, unduly burdensome.  
14 Plaintiff's Motion to Quash also sought an order quashing the Lucas Horsfall subpoena under  
15 NRCPP 26(c)(1) and 45(c)(3), and the Supreme Court of Nevada's decision in *McNair v. Eighth*  
16 *Judicial Dist. Court*, 110 Nev. 1285, 885 P.2d 576 (Nev. 1994).

17 On November 6, 2019, Defendants filed Defendants' Opposition to Plaintiff's Motion to  
18 Quash Subpoenas to Third Parties Bank of America and Lucas Horsfall, Murphy & Pindroh,  
19 LLP ("Opposition to Plaintiff's Motion to Quash"). The Opposition to Plaintiff's Motion to  
20 Quash argued, *inter alia*, that Plaintiff lacked standing to file Plaintiff's Motion to Quash and  
21 that Plaintiff had contractually waived the undiscoverable nature of its tax returns by executing a  
22 lending agreement between Plaintiff and Defendant LVDF.

23 On November 15, 2019, Plaintiff filed its Reply in support of Plaintiff's Motion to  
24 Quash.

25 On November 26, 2019, the Court heard Plaintiff's Motion to Quash and verbally denied  
26 the motion and verbally granted Defendants' request that Bank of America and Lucas Horsfall  
27 respond to the respective subpoenas within ten days. A written Order was signed and Notice of  
28 Entry of that order was provided on December 6, 2019.

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

II.

LEGAL ARGUMENT

A. Legal Standard

A motion to stay a district court order pending the outcome of a writ petition to the Supreme Court of Nevada must be made first in district court, as a general rule. See NRAP 8(a)(1)(A). Nevada's appellate courts will generally consider four factors when considering a motion to stay:

- (1) whether the object of the . . . writ petition will be defeated if the stay or injunction is denied;
- (2) whether . . . petitioner will suffer irreparable or serious injury if the stay or injunction is denied;
- (3) whether respondent/real party in interest will suffer irreparable or serious injury if the stay or injunction is granted; and
- (4) whether . . . petitioner is likely to prevail on the merits in the . . . writ petition.

NRAP 8(c). See also *Fritz Hansen A/S v. Eighth Judicial Dist. Court*, 116 Nev. 650, 657-59, 6 P.3d 982, 986-87 (2000) (analyzing the four Rule 8(c) factors). "We have not indicated that any one factor carries more weight than the others, although *Fritz Hansen A/S v. District Court* recognizes that if one or two factors are especially strong, they may counterbalance other weak factors." *Mikohn Gaming Corp. v. McCrear*, 120 Nev. 248, 251, 89 P.3d 36, 38 (2004).

B. Analysis

Plaintiff seeks an order from this Court staying enforcement of the Order Denying Plaintiff's Motion to Quash Subpoenas to Plaintiff's Bank and Accountant, Notice of Entry of Order filed December 6, 2019, and staying enforcement of Defendants' Subpoenas to Bank of America and Lucas Horsfall

First, Plaintiff's emergency petition for writ of mandamus and/or prohibition will seek, *inuer alia*, a writ of mandamus and/or prohibition directing the district court to reverse any and all verbal or written orders denying Plaintiff's Motion to Quash and directing the district court to enter an order granting the Motion to Quash. If this Court denies the motion to stay enforcement of any orders that authorize issuance and service of, and compliance with, the Bank of America and Lucas Horsfall subpoenas ("Subpoenas"), the object of Plaintiff's writ petition seeking

1 mandamus regarding those very subpoenas would be defeated. The object of Plaintiff's writ  
2 petition is to stop Defendants from obtaining and/or utilizing those sensitive financial  
3 documents, and that object would be immediately defeated if this Court continues to allow the  
4 Subpoenas where the Supreme Court of Nevada might direct this Court to grant Plaintiff's  
5 Motion to Quash and other relief preventing issuance, service, and compliance with the  
6 Subpoenas.

7 Second, Plaintiff will suffer serious injury to its privacy interests in the sensitive financial  
8 information contained in its banking and accounting records, because Defendants have no  
9 legitimate need for the records in the context of this litigation, regardless of whatever contractual  
10 obligations Front Sight may or may not have under the CLA and other Loan Documents to  
11 provide these documents. While Defendant LVDF might arguably have a contractual right to  
12 these documents, the information contained in the documents Defendants have collectively  
13 requested in the Subpoenas has no business being in the hands of the other Defendants. They are  
14 not parties to the CLA and other Loan Documents, the February 2013 Engagement Letter says  
15 absolutely nothing about an annual duty to provide banking and accounting records, and the  
16 specific contents of those records are irrelevant to the merits of any claim or defense to this  
17 action.

18 This Court dismissed LVDF's counterclaims for breach of contract and breach of the  
19 implied covenant of good faith and fair dealing, under the One-Action Rule, because LVDF  
20 elected to proceed with judicial foreclosure instead of suing for either of these two breach claims.  
21 CLA § 5.10(e), the provision Defendants allege govern is Front Sight's annual disclosure  
22 obligations to LVDF under the CLA, is immaterial to the judicial foreclosure action, so even an  
23 alleged breach of those obligations would not justify or support judicial foreclosure under the  
24 CLA and other Loan Documents such as the Amended Deed of Trust. The Amended Deed of  
25 Trust secures Front Sight's performance as to the material obligations under the CLA and other  
26 Loan Documents. Because LVDF stopped lending money to Front Sight long before this  
27 litigation even began, it is arguably in breach of its material obligation to lend "up to \$75  
28 million" to Front Sight and is liable for its failure to lend. Moreover, it is no secret that Front

1 Sight will seek relief from this Court adjudicating whether LVDF and other Defendants  
2 fraudulently induced Front Sight into entering into the CLA, and to the extent the Court agrees,  
3 the CLA and other Loan Documents will be unenforceable against Front Sight. Should the Court  
4 continue allowing the Subpoenas to be issued, served, and complied with, there is serious risk of  
5 injury to Front Sight because the wealth of sensitive financial and accounting records will be in  
6 the hands of persons and entities that have no legitimate interest in, or legitimate reason for  
7 possessing, such records. These records could reveal Front Sight's vendors, clients, dealings  
8 with members, sensitive personal information about employees and officers, and a whole array  
9 of other information that Front Sight is not otherwise publicizing or publishing. Defendants only  
10 want to obtain this information to allow Defendants to accomplish their stated nefarious ends –  
11 to take over Front Sight's project and business. (See June 3, 2019, Tr., Pg. 148, Ls. 5 -10.)  
12 Defendants have already shown they have no intention of keeping Plaintiff's financial  
13 information private – they filed portions of Front Sight's tax returns in the public domain earlier  
14 in the litigation.

15 Third, Defendants, especially those Defendants who are not parties to the CLA and other  
16 Loan Documents, will not suffer any irreparable or serious injury if this Court stays enforcement  
17 of any orders allowing the Subpoenas to be issued, served, and responded to. LVDF is the only  
18 party that arguably has a contractual right to the documents under the CLA and other Loan  
19 Documents, and the remaining Defendants have zero right, contractual or otherwise, to these  
20 documents. None of the Defendants – LVDF included – has a legitimate basis at all for seeking  
21 and obtaining the details contained in the banking and accounting records they have requested in  
22 the Subpoenas. It follows, therefore, that none of them will suffer any legitimate injury  
23 whatsoever, let alone irreparable or serious injury, if this Court stays enforcement of the  
24 Subpoenas or its verbal and written orders denying Front Sight's Motion to Quash. The only  
25 possible factual issues related to these documents in this action are whether Front Sight had a  
26 contractual duty to provide the documents and, if so, whether Front Sight complied with that  
27 contractual duty or not. The specific details contained in the banking and account records  
28 requested in the Subpoenas are irrelevant to these two issues, and Defendants should not be

1 allowed to collectively utilize this Court's authority and power in order to enforce contractual  
2 rights that belong to, if anyone, LVDF and not any other Defendant and get their hands on Front  
3 Sight's sensitive and private financial and accounting records. Because Defendants have no  
4 legitimate basis for seeking the documents requested in the Subpoenas, they necessarily will  
5 suffer zero injury whatsoever from this Court issuing a stay.

6 Defendants' position that there is a USCIS reporting requirement for Front Sight to turn  
7 over its financial and accounting records to Defendant LVDF or any other Defendant is totally  
8 erroneous and false. All that matters for USCIS is whether the Front Sight Project has created  
9 the requisite number of jobs; Front Sight's financial viability and history are not at issue, nor are  
10 they relevant to any claims or defenses to this action such that Defendants need to see Front  
11 Sight's bank statements and accounting records to support those claims or defenses. In fact,  
12 EB5IC and the other Defendants have not reported the existence of this litigation because,  
13 Dziubla said, "That's not one of the reporting fields [to the Form I-924A]." (See June 3, 2019,  
14 Tr., Pg. 109, Ls. 5 -10.)

15 Fourth, it is reasonably likely that Front Sight will succeed on its writ petition, especially  
16 with respect to the undiscoverable accounting records that Defendants are seeking, and  
17 especially as to those parties who are not parties to the CLA and other Loan Documents.  
18 Therefore, they lack any procedural basis or standing for requesting the financial and accounting  
19 records they seek. This Court has already entered a formal, written order denying Plaintiff's  
20 Motion to Quash; admittedly, this means the Court disagrees with Front Sight's position.  
21 Nonetheless, Front Sight's position will be set forth in the writ petition, which Plaintiff expects  
22 to file by close of business on Friday, December 13, 2019. With due respect to the Court, Front  
23 Sight has a reasonable likelihood of succeeding. This burden is *not* as high as the  
24 preponderance-of-the-evidence standard. *Leiva-Perez v. Holder*, 640 F.3d 962, 966 - 67 (9th  
25 Cir. 2011) ("What is clear, however, is that to justify a stay, petitioners need not demonstrate that  
26 it is more likely than not that they will win on the merits.").

27 Front Sight has recently learned that Defendants prematurely served the Lucas Horsfall  
28 subpoena during the time they were procedurally barred from doing so under NRCP



1 45(a)(4)(B)(iv). Front Sight has reason to believe Defendants prematurely served the Bank of  
2 America subpoena, too, although Defendants' counsel has not confirmed that suspicion and Bank  
3 of America refuses to provide any information to Plaintiff. The premature service of one or both  
4 of these subpoenas substantially increases the already-strong likelihood of success on Front  
5 Sight's writ petition. Even if the Court disagrees, however, the first three factors strongly favor  
6 Front Sight and weigh heavily in favor of a stay.

7 **C. This Motion Should Be Heard on Shortened Time**

8 EDCR 2.26 states in pertinent part:

9 **Rule 2.26. Shortening time.** Ex parte motions to shorten time may not  
10 be granted except upon an unsworn declaration under penalty of perjury or  
11 affidavit of counsel describing the circumstances claimed to constitute good cause  
12 and justify shortening of time. If a motion to shorten time is granted, it must be  
13 served upon all parties promptly. An order which shortens the notice of a hearing  
14 to less than 10 days may not be served by mail. In no event may the notice of the  
15 hearing of a motion be shortened to less than 1 full judicial day.

14 As set forth above, the Order Denying Plaintiff's Motion to Quash Subpoenas to  
15 Plaintiff's Bank and Accountant, Notice of Entry of Order filed December 6, 2019, provides that  
16 "the Subpoenas shall be responded to within ten (10) days of service." (Order at p. 2.) Plaintiff  
17 intends to file a writ petition with the Nevada Supreme Court challenging the Court's decision to  
18 deny Plaintiff's Motion to Quash Subpoenas to Plaintiff's Bank and Accountant. Pursuant to  
19 NRAP8(a)(1) and the Court's inherent authority, Plaintiff requests through this current Motion to  
20 Stay that the Court stay enforcement of the Order Denying Plaintiff's Motion to Quash  
21 Subpoenas to Plaintiff's Bank and Accountant, Notice of Entry of Order filed December 6, 2019,  
22 and staying enforcement of Defendants' Subpoenas to Bank of America and Lucas Horsfall, such  
23 that no documents are sent to or received by Defendants until after the Nevada Supreme Court  
24 has decided the writ petition.  
25

26 If this matter is set in the ordinary course, the ten (10) days by which the recipients of the  
27 subpoenas must respond will have long passed and the documents Plaintiff asserts should not be  
28

1 discoverable by Defendants will have already been received by Defendants. Consequently, a  
2 determination on the Motion to Stay is necessary, and good cause exists under EDCR 2.26 to  
3 shorten the time for hearing.

4 Based on the facts set forth in the Declaration of John P. Aldrich, Esq., above, Plaintiff  
5 respectfully requests that its Motion to Stay be heard as soon as practicable, and that in any  
6 event, the Court stays enforcement of the Order until this Motion is heard.

7  
8 **III.**

9 **CONCLUSION**

10 Based on the foregoing, Plaintiff respectfully requests that the Court grant this Motion to  
11 Stay Regarding Subpoenas to Bank of America and Lucas Horsfall.

12 DATED this 16<sup>th</sup> day of December, 2019.

13 **ALDRICH LAW FIRM, LTD.**

14 

15 John P. Aldrich, Esq.

16 Nevada Bar No. 6877

17 Catherine Hernandez, Esq.

18 Nevada Bar No. 8410

19 Matthew B. Beckstead, Esq.

20 Nevada Bar No. 14168

21 7866 West Sahara Avenue

22 Las Vegas, Nevada 89117

23 Telephone: (702) 853-5490

24 Facsimile: (702) 227-1975

25 *Attorneys for Plaintiff/Counterdefendants*

**CERTIFICATE OF SERVICE**

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

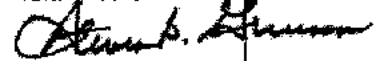
I HEREBY CERTIFY that on the 11<sup>th</sup> day of December, 2019, I caused the foregoing  
**MOTION TO STAY ENFORCEMENT OF SUBPOENAS TO BANK OF AMERICA AND  
LUCAS HORSFALL, MOTION FOR ORDER SHORTENING TIME, AND ORDER  
SHORTENING TIME** to be electronically filed and served with the Clerk of the Court using  
Wiznet which will send notification of such filing to the email addresses denoted on the  
Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic  
Mail Notice List, to the following parties:

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

C. Keith Greer, Esq.  
16855 West Bernardo Drive, Suite 255  
San Diego, CA 92127

*Attorneys for Defendants*

  
An employee of ALDRICH LAW FIRM, LTD.



1 **NEO**  
John P. Aldrich, Esq.  
2 Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
3 Nevada Bar No. 8410  
Matthew B. Beckstead, Esq.  
4 Nevada Bar No. 14168  
**ALDRICH LAW FIRM, LTD.**  
5 7866 West Sahara Avenue  
Las Vegas, NV 89117  
6 Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
7 *Attorneys for Plaintiff/Counterdefendants*

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

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

11 **Plaintiff,**

12 **vs.**

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

15 **Defendants.**

16 **AND ALL RELATED COUNTERCLAIMS.**

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

**NOTICE OF ENTRY OF ORDER**

17  
18 **PLEASE TAKE NOTICE** that an Order Denying Defendant Las Vegas Development  
19 **Fund LLC's Motion to Bifurcate** was entered by the Court in the above-captioned action on the

20 **///**

21 **///**

22 **///**

23 **///**

24

1 18<sup>th</sup> day of December, 2019, a true and correct copy of which is attached hereto.

2 DATED this 18<sup>th</sup> day of December, 2019.

3 **ALDRICH LAW FIRM, LTD.**

4 /s/ John P. Aldrich

5 John P. Aldrich, Esq.

6 Nevada Bar No. 6877

Catherine Hernandez, Esq.

7 Nevada Bar No. 8410

Matthew B. Beckstead, Esq.

8 Nevada Bar No. 14168

7866 West Sahara Avenue

Las Vegas, Nevada 89117

9 Telephone: (702) 853-5490

Facsimile: (702) 227-1975

*Attorneys for Plaintiff/Counterdefendants*

10  
11 **CERTIFICATE OF SERVICE**

12 I HEREBY CERTIFY that on the 18<sup>th</sup> day of December, 2019, I caused the foregoing  
13 **NOTICE OF ENTRY OF ORDER** to be electronically filed and served with the Clerk of the  
14 Court using Wiznet which will send notification of such filing to the email addresses denoted on  
15 the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the  
16 Electronic Mail Notice List, to the following parties:

17 Anthony T. Case, Esq.

18 Kathryn Holbert, Esq.

FARMER CASE & FEDOR

19 2190 E. Pebble Rd., Suite #205

Las Vegas, NV 89123

20 C. Keith Greer, Esq.

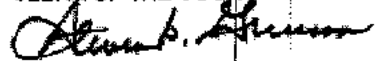
21 16855 West Bernardo Drive, Suite 255

San Diego, CA 92127

22 *Attorneys for Defendants*

23 /s/ T. Bixenmann

24 An employee of ALDRICH LAW FIRM, LTD.



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

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

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

10 Plaintiff,

11 vs.

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

14 Defendants.

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

**ORDER DENYING DEFENDANT  
LAS VEGAS DEVELOPMENT FUND  
LLC'S MOTION TO BIFURCATE**

15 **AND ALL RELATED COUNTERCLAIMS.**  
16

17 This matter having come before the Court, on ~~September 20~~ <sup>9 Oct 9</sup>, 2019 at ~~9:15 a.m.~~ <sup>1 p.m.</sup>, on  
18 Defendant Las Vegas Development Fund LLC's Motion to Bifurcate, John P. Aldrich, Esq.,  
19 appearing on behalf of Plaintiff and Kathryn Holbert, Esq. and C. Keith Greer, Esq., appearing  
20 on behalf of Defendants, the Court having reviewed the pleadings on file herein, having heard  
21 oral argument by the parties, and for good cause appearing therefore,

22 ///

23 ///

24 **DEC 10 2019**

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

**IT IS HEREBY ORDERED** that Defendant Las Vegas Development Fund LLC's Motion to Bifurcate is DENIED without prejudice.

**IT IS SO ORDERED.**

DATED this 6<sup>th</sup> day of <sup>Dec</sup>~~November~~, 2019.


  
DISTRICT COURT JUDGE *G*

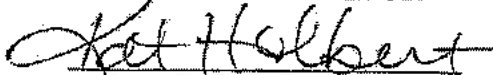
Respectfully submitted by:

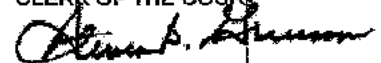
Approved as to form and content:

**ALDRICH LAW FIRM, LTD.**

**FARMER CASE & FEDOR**

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

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



1 **NEO**  
John P. Aldrich, Esq.  
2 Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
3 Nevada Bar No. 8410  
Matthew B. Beckstead, Esq.  
4 Nevada Bar No. 14168  
**ALDRICH LAW FIRM, LTD.**  
5 7866 West Sahara Avenue  
Las Vegas, NV 89117  
6 Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
7 *Attorneys for Plaintiff/Counterdefendants*

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

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

11 Plaintiff,

12 vs.

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

15 Defendants.

16 AND ALL RELATED COUNTERCLAIMS.

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

**NOTICE OF ENTRY OF**  
**STIPULATION AND ORDER**

17  
18 PLEASE TAKE NOTICE that a Stipulation and Order Regarding Defendants' Motion to  
19 Quash Subpoena for Deposition and Documents to Sean Wasaki Flynn and/or Motion for  
20 Protective Order Regarding Subpoena for Deposition and Documents to Sean Wasaki Flynn was

21 ///

22 ///

23 ///

24



1 entered by the Court in the above-captioned action on the 18<sup>th</sup> day of December, 2019, a true and  
2 correct copy of which is attached hereto.

3 DATED this 18<sup>th</sup> day of December, 2019.

4 **ALDRICH LAW FIRM, LTD.**

5 /s/ John P. Aldrich  
6 John P. Aldrich, Esq.  
7 Nevada Bar No. 6877  
8 Catherine Hernandez, Esq.  
9 Nevada Bar No. 8410  
10 Matthew B. Beckstead, Esq.  
11 Nevada Bar No. 14168  
12 7866 West Sahara Avenue  
13 Las Vegas, Nevada 89117  
14 Telephone: (702) 853-5490  
15 Facsimile: (702) 227-1975  
16 *Attorneys for Plaintiff/Counterdefendants*

17  
18  
19  
20  
21  
22  
23  
24

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 18<sup>th</sup> day of December, 2019, I caused the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER** to be electronically filed and served with the Clerk of the Court using Wiznet which will send notification of such filing to the email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic Mail Notice List, to the following parties:

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

C. Keith Greer, Esq.  
16855 West Bernardo Drive, Suite 255  
San Diego, CA 92127  
*Attorneys for Defendants*

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



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

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10 Plaintiff,

11 vs.

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

14 Defendants.  
15 \_\_\_\_\_  
16  
17

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

**STIPULATION AND ORDER**  
**REGARDING DEFENDANTS'**  
**MOTION TO QUASH SUBPOENA**  
**FOR DEPOSITION AND**  
**DOCUMENTS TO SEAN WASAKI**  
**FLYNN AND/OR MOTION FOR**  
**PROTECTIVE ORDER REGARDING**  
**SUBPOENA FOR DEPOSITION AND**  
**DOCUMENTS TO SEAN WASAKI**  
**FLYNN**

18 **AND ALL RELATED COUNTERCLAIMS.**

19 This matter having come before the Court, on October 9, 2019 at 1:15 p.m. on  
20 Defendants' Motion to Quash Subpoena for Deposition and Documents to Sean Wasaki Flynn  
21 and/or Motion for Protective Order regarding Subpoena for Deposition and Documents to Sean  
22 Wasaki Flynn, John P. Aldrich, Esq. appearing on behalf of Plaintiff and Kathryn Holbert, Esq.  
23 and C. Keith Greer, Esq., appearing on behalf of Defendants, the Court having reviewed the  
24 pleadings on file herein, having heard oral argument by the parties, and for good cause

DEC 10 2019

1 appearing therefore, the Court advises that, as reflected in the transcript of the October 9, 2019  
2 hearing, at approximately pages 125-127:

3 The parties reached an agreement regarding the subpoena duces tecum and for  
4 deposition that is to be issued to Sean Flynn. That stipulation is as follows:

5 Item Nos. 1 and 2 listed in the subpoena duces tecum include a demand that Mr. Flynn  
6 provide Plaintiff with the following documents:

7 1. Please provide any and all documents You possess or control showing  
8 business-related communications between You and (1) Robert W. Dziubla; (2)  
9 Jon D. Fleming; (3) Kenworth Capital; (4) Legacy Realty Capital; (5) Linda  
Stanwood; (6) EB5 Impact Advisors, LLC; and (7) EB5 Impact Capital Regional  
Center, LLC, from March 2012 to the present date.

10 2. Please provide any and all documents You possess or control regarding the  
11 Front Sight project and the EB-5 fundraising that sought investors for the Front  
Sight project by and through the EBS Impact Capital Regional Center.

12 The subpoena shall issue, with instructions that Mr. Flynn must produce documents to  
13 Defendants' counsel by a date certain. As to Items 1 and 2, Defendants shall provide the  
14 documents received from Mr. Flynn to Plaintiff with sensitive names of any investors or  
15 brokers and identifying information redacted. Defendants shall provide a privilege log  
16 compliant with Nevada law for all redacted information. Defendants shall also provide a  
17 privilege log compliant with Nevada law for any documents received from Mr. Flynn but not  
18 provided to Plaintiff.

19 Item Nos. 3 and 4 listed in the subpoena duces tecum include a demand that Mr. Flynn  
20 provide Plaintiff with the following documents:

21 3. Please provide any and all documents You possess or control regarding the  
22 economic study you did for EB5 Impact Capital Regional Center, LLC, pertaining  
to the Front Sight project.



23 4. Please provide any and all documents and communications You possess or  
24 control regarding the \$20,000.00 payment you did, or were supposed to, receive

1 in exchange for doing the economic study for EB5 Impact Capital Regional  
2 Center, LLC.

3 The subpoena shall issue, with instructions that Mr. Flynn must produce documents to  
4 Defendants' counsel by a date certain. As to Items 3 and 4, Defendants shall provide the  
5 documents received from Mr. Flynn to Plaintiff as received by Defendants. If for some reason  
6 any document is not provided to Plaintiff, Defendants shall provide a privilege log compliant  
7 with Nevada law for any and all documents not provided to Plaintiff.

8 **IT IS SO ORDERED** as set forth in the stipulation above.

9 DATED this 10<sup>th</sup> day of Dec, 2019.

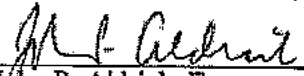
10   
11 DISTRICT COURT JUDGE  
12 

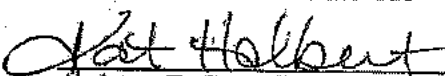
13 Respectfully submitted by:

Approved as to form and content:

14 **ALDRICH LAW FIRM, LTD.**

**FARMER CASE & FEDOR**

15   
16 John P. Aldrich, Esq.  
17 Nevada Bar No. 6877  
18 Catherine Hernandez, Esq.  
19 Nevada Bar No. 8410  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Tel: (702) 853-5490  
Fax: (702) 227-1975  
*Attorneys for Plaintiff*

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



1 NTC  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 [tcase@farmercase.com](mailto:tcase@farmercase.com)  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 [khobert@farmercase.com](mailto:khobert@farmercase.com)  
8 **FARMER CASE & FEDOR**  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 379-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 Cal. Bar No. 135537 (*Pro Hac Vice*)  
15 [Keith.greer@greerlaw.biz](mailto:Keith.greer@greerlaw.biz)  
16 **GREER & ASSOCIATES, A.P.C.**  
17 16855 W. Bernardo Dr., Suite #255  
18 San Diego, California 92128  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

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

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

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

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

**NOTICE OF ENTRY OF**  
**ORDER DENYING PLAINTIFF'S**  
**MOTION TO QUASH**  
**SUBPOENAS TO MORALES**  
**CONSTRUCTION, TOP RANK**  
**BUILDERS AND ALL AMERICAN**  
**CONCRETE AND MASONRY**

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept. No.: XVI  
**NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO MORALES  
CONSTRUCTION, TOP RANK BUILDERS AND ALL AMERICAN CONCRETE AND MASONRY**

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

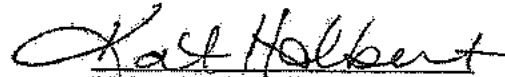
and related Cross-Claims.

11 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO**  
12 **QUASH SUBPOENAS TO MORALES CONSTRUCTION, TOP RANK**  
13 **BUILDERS AND ALL AMERICAN CONCRETE AND MASONRY**

14 PLEASE TAKE NOTICE THAT on the 19<sup>th</sup> day of December, 2019, an Order Denying  
15 Plaintiff's Motion to Quash Subpoenas to Morales Construction, Top Rank Builders and All  
16 American Concrete and Masonry was entered on the Court docket regarding the above referenced  
17 case.

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

18 DATED this 19<sup>th</sup> day of December, 2019. FARMER CASE & FEDOR



19 KATHRYN HOLBERT, ESQ.  
20 Nevada Bar No. 10084  
21 2190-E. Pebble Rd., Suite #205  
22 Las Vegas, NV 89123  
23 Telephone: (702) 579-3900  
24 kholbert@farmercase.com  
25 Attorney for Defendants  
26 LAS VEGAS DEVELOPMENT FUND  
27 LLC., EB5 IMPACT CAPITAL REGIONAL  
28 CENTER, LLC, EB6 IMPACT ADVISORS,  
LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.* Case No.: A-18-781084-B Dept. No.: XVI  
NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO MORALES  
CONSTRUCTION, TOP RANK BUILDERS AND ALL AMERICAN CONCRETE AND MASONRY

Page 2 of 3

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

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

4 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO**  
5 **QUASH SUBPOENAS TO MORALES CONSTRUCTION, TOP RANK**  
6 **BUILDERS AND ALL AMERICAN CONCRETE AND MASONRY**

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

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

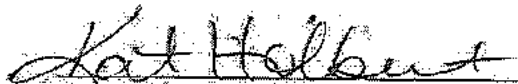
13 By:

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

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

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

22 Dated: December 9<sup>th</sup>, 2019

23 

24 An Employee of FARMER CASE & FEDOR

25  
26  
27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
28 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO MORALES  
CONSTRUCTION, TOP RANK BUILDERS AND ALL AMERICAN CONCRETE AND MASONRY**



# EXHIBIT A

# EXHIBIT A



1 **ORDR**  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 KATHRYN HOLBERT, ESQ.  
5 Nevada Bar No. 10084  
6 kholbert@farmercase.com  
7 **FARMER CASE & FEDOR**  
8 2190 E. Pebble Rd., Suite #205  
9 Las Vegas, NV 89123  
10 Telephone: (702) 579-3900  
11 Facsimile: (702) 739-3001

12 C. KEITH GREER, ESQ.  
13 Cal. Bar No. 135537 (*Pro Hac Vice*)  
14 Keith.greer@greerlaw.biz  
15 **GREER & ASSOCIATES, A.P.C.**  
16 16855 W. Bernardo Dr., Suite 255  
17 San Diego, California 92127  
18 Telephone: (858) 613-6677  
19 Facsimile: (858) 613-6680

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

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

27 FRONT-SIGHT MANAGEMENT, LLC, a  
28 Nevada Limited Liability Company,

Plaintiff,

v.

29 LAS VEGAS DEVELOPMENT FUND LLC,  
30 a Nevada Limited Liability Company, EB5  
31 IMPACT CAPITAL REGIONAL CENTER  
32 LLC, a Nevada Limited Company, EB5  
33 IMPACT ADVISORS LLC, a Nevada  
34 Limited Liability Company, ROBERT W.  
35 DZIUBLA, individually and as President and  
36 CEO of LAS VEGAS DEVELOPMENT  
37 FUND LLC and EB5 IMPACT ADVISORS  
38 LLC; JON FLEMING, individually and as an  
agent of LAS VEGAS DEVELOPMENT  
FUND LLC and EB5 IMPACT ADVISORS  
LLC; LINDA STANWOOD, individually and  
as Senior Vice President of LAS VEGAS

CASE NO.: A-18-781084-B

DEPT NO.: XVI

**ORDER DENYING PLAINTIFF'S**  
**MOTION TO QUASH SUBPOENAS**  
**TO MORALES CONSTRUCTION,**  
**TOP RANK BUILDERS AND**  
**ALL AMERICAN CONCRETE**  
**AND MASONRY**

Hearing Date: October 9, 2019  
Hearing Time: 1:00 p.m.

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

ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO THE MORALES ENTITIES

DEC 19 2019

1 DEVELOPMENT FUND LLC and EB5  
2 IMPACT ADVISORS LLC; CHICAGO  
3 TITLE COMPANY, a California corporation;  
4 DOES 1-10, inclusive; and ROE  
5 CORPORATIONS 1-10, inclusive,

6 Defendants.

7 and related Cross-Claims.

8 **ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO**  
9 **MORALES CONSTRUCTION, TOP RANK BUILDERS AND**  
10 **ALL AMERICAN CONCRETE AND MASONRY**

11 This matter having come before the Court on October 9, 2019, pursuant to Plaintiff's  
12 Motion to Quash Subpoenas to third parties Top Rank Builders, Morales Construction and All  
13 American Concrete and Masonry; John Aldrich, Esq. with Aldrich Law Firm personally  
14 appearing on behalf of Plaintiff; Keith Greer, Esq. with Greer and Associates and Kathryn  
15 Holbert, Esq. with Farmer Case and Fedor personally appearing on behalf of Defendants; the  
16 Court having reviewed the pleadings, having heard arguments by counsel and good cause  
17 appearing therefore,

18 THE COURT HEREBY FINDS that Defendants' Subpoenas to Top Rank Builders,  
19 Morales Construction and All American Concrete Masonry seek to secure documents to support  
20 that "Front Sight has secured \$36 million in construction line of credit and is using such line of  
21 credit to build the resort." As such, Defendants' Subpoenas to Top Rank Builders, Morales  
22 Construction and All American Concrete Masonry seek discovery which is relevant to Las Vegas  
23 Development Fund's counterclaims and whether Front Sight obtained senior debt to be utilized  
24 in the completion of the construction project at issue.

25 ///

26  
27  
28 *From Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO THE MORALES ENTITIES  
Page 2 of 2

1            BASED upon the above findings as well as the reasons stated on the record, IT IS  
2   HEREBY ORDERED, that Plaintiff's Motion to Quash Defendants' Subpoenas to Top Rank  
3   Builders, Morales Construction and All American Concrete Masonry is DENIED.

4   **IT IS SO ORDERED.**

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

  
DISTRICT COURT JUDGE

A-18-781084-B

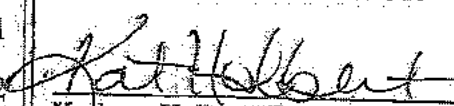
Dept 16

9   Respectfully submitted by:

Approved as to form and content:

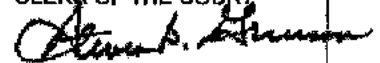
10   **FARMER CASE & FEDOR**

**ALDRICH LAW FIRM, LTD.**

11  
12   
13 Kathryn Holbert, Esq.  
14 Nevada Bar No. 10084  
2190 E. Pebble Rd., Suite #205  
Las Vegas, NV 89125  
Tel: (702) 579-3900

15 *Attorneys for Defendants LAS*  
16 *VEGAS DEVELOPMENT FUND*  
17 *LLC, EB5 IMPACT CAPITAL*  
18 *REGIONAL-CENTER LLC, EB5*  
19 *IMPACT ADVISORS LLC,*  
*ROBERT W. DZIUBLA, JON*  
*FLEMING and LINDA*  
*STANWOOD*

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



1 NTC  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 tcase@farmercase.com  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 kholbert@farmercase.com  
8 **FARMER CASE & FEDOR**  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 Cal. Bar. No. 135537 (*Pro Hac Vice*)  
15 Keith.greer@greerlaw.biz  
16 **GREER & ASSOCIATES, A.P.C.**  
17 16855 W. Bernardo Dr., Suite #255  
18 San Diego, California 92128  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

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

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

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

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

**NOTICE OF ENTRY OF ORDER**  
**DENYING PLAINTIFF'S MOTION**  
**FOR SANCTIONS RELATED TO**  
**DEFENDANT EB5IA'S**  
**ACCOUNTING RECORDS**

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept. No.: XVI  
NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR SANCTIONS  
RELATED TO DEFENDANT EB5IA'S ACCOUNTING RECORDS

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

8 Defendants.

9 and related Cross-Claims.

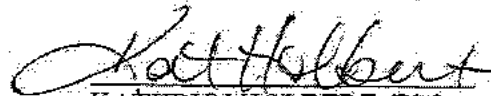
10 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S**  
11 **MOTION FOR SANCTIONS RELATED TO**  
12 **DEFENDANT EB5IA'S ACCOUNTING RECORDS**

13 PLEASE TAKE NOTICE THAT on the 19<sup>th</sup> day of December, 2019, an Order Denying  
14 Plaintiff's Motion for Sanctions Related to Defendant EB5IA's Accounting Records was entered  
15 on the Court docket regarding the above referenced case.

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

17 DATED this 19<sup>th</sup> day of December, 2019.

FARMER CASE & FEDOR

18 

19 KATHRYN HOLBERT, ESQ.  
20 Nevada Bar No. 10084  
21 2190 E. Pebble Rd., Suite #205  
22 Las Vegas, NV 89123  
23 Telephone: (702) 579-3900  
24 kholbert@farmercase.com  
25 Attorney for Defendants  
26 LAS VEGAS DEVELOPMENT FUND  
27 LLC, EBS IMPACT CAPITAL REGIONAL  
28 CENTER, LLC, EB6 IMPACT ADVISORS,  
LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

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

NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR SANCTIONS  
RELATED TO DEFENDANT EB5IA'S ACCOUNTING RECORDS

Page 2 of 3

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

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

4 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S**  
5 **MOTION FOR SANCTIONS RELATED TO**  
6 **DEFENDANT EB5IA'S ACCOUNTING RECORDS**

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

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

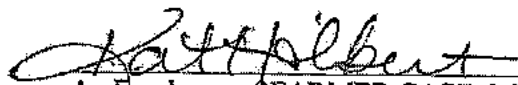
12 By:

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

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

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

19 Dated: December 17, 2019

21  
22   
23 An Employee of FARMER CASE & FEDOR

24  
25  
26  
27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al;* Case No.: A-18-781084-B Dept. No.: XVI

28 NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR SANCTIONS  
RELATED TO DEFENDANT EB5IA'S ACCOUNTING RECORDS

EXHIBIT A

EXHIBIT A



*Steven D. Grierson*

1 **ORDR**  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 KATHRYN HOLBERT, ESQ.  
5 Nevada Bar No. 10084  
6 kholbert@farmercase.com  
7 **FARMER CASE & FEDOR**  
8 2190 E. Pebble Rd., Suite #205  
9 Las Vegas, NV 89123  
10 Telephone: (702) 579-3900  
11 Facsimile: (702) 739-3001  
12  
13 C. KEITH GREER, ESQ.  
14 Cal. Bar. No. 135537 (*Pro Hac Vice*)  
15 Keith.greer@greerlaw.biz  
16 **GREER & ASSOCIATES, A.P.C.**  
17 16855 W. Bernardo Dr., Suite 255  
18 San Diego, California 92127  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

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

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

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

**ORDER DENYING PLAINTIFF'S**  
**MOTION FOR SANCTIONS**  
**RELATED TO DEFENDANT**  
**EB5IA'S ACCOUNTING**  
**RECORDS**

Hearing Date: November 21, 2019  
Hearing Time: 1:00 p.m.

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

1 DEVELOPMENT FUND LLC and EB5  
2 IMPACT ADVISORS LLC; CHICAGO  
3 TITLE COMPANY, a California corporation;  
DOBS 1-10, inclusive; and ROE  
CORPORATIONS 1-10, inclusive,

4 Defendants.

5 and related Cross-Claims.  
6

7 **ORDER DENYING PLAINTIFF'S MOTION FOR SANCTIONS RELATED**  
8 **TO DEFENDANT EB5IA'S ACCOUNTING RECORDS**

9 This matter having come before the Court on November 21, 2019, pursuant to Plaintiff's  
10 Motion for Sanctions related to Defendant EB5IA's accounting records; John Aldrich, Esq. with  
11 Aldrich Law Firm personally appearing on behalf of Plaintiff; Keith Greer, Esq. with Greer and  
12 Associates and Kathryn Holbert, Esq. with Farmer Case and Fedor personally appearing on  
13 behalf of Defendants; the Court having reviewed the pleadings, having heard arguments by  
14 counsel and good cause appearing therefore,  
15

16 THE COURT HEREBY FINDS that the absence of any accounting records of Defendant  
17 EB5IA does not appear to prejudice Plaintiff's ability to meet their burden of proof regarding  
18 any cause of action and/or any claim for damages. As such, sanctions are inappropriate, at least  
19 at this time,  
20

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

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



28 **ORDER DENYING PLAINTIFF'S MOTION FOR SANCTIONS**

Page 2 of 2

1            BASED upon the above FINDINGS OF FACT as well as the reasons stated on the  
2 record, IT IS HEREBY ORDERED that Plaintiff's Motion for Sanctions related to the  
3 accounting records of Defendant EB5IA is DENIED.

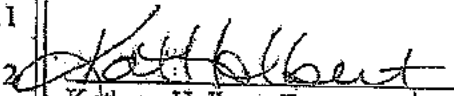
4 **IT IS SO ORDERED.**

5 DATED this 10 day of December, 2019.

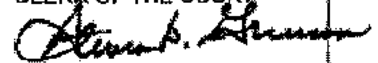
  
DISTRICT COURT JUDGE  
A-18-781084-B  
Dept 16  


6  
7  
8  
9 Respectfully submitted by:  
10 **FARMER CASE & FEDOR**

Approved as to form and content:  
**ALDRICH LAW FIRM, LTD.**

11  
12   
13 Kathryn Holbert, Esq.  
14 Nevada Bar No. 10084  
15 2190 E. Pebble Rd., Suite #205  
16 Las Vegas, NV 89123  
17 Tel: (702) 579-3900  
18 Attorneys for Defendants LAS  
19 VEGAS DEVELOPMENT FUND  
20 LLC, EB5 IMPACT CAPITAL  
21 REGIONAL CENTER LLC, EB5  
22 IMPACT ADVISORS LLC,  
23 ROBERT W. DZIUBLA, JON  
24 FLEMING and LINDA  
25 STANWOOD

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



1 NTC  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 [tcase@farmercase.com](mailto:tcase@farmercase.com)  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 [kholtbert@farmercase.com](mailto:kholtbert@farmercase.com)  
8 FARMER CASE & FEDOR  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001  
13  
14 C. KEITH GREER, ESQ.  
15 Cal. Bar. No. 135537 (*Pro Hac Vice*)  
16 [Keith.greer@greerlaw.biz](mailto:Keith.greer@greerlaw.biz)  
17 GREER & ASSOCIATES, A.P.C.  
18 16855 W. Bernardo Dr., Suite #255  
19 San Diego, California 92128  
20 Telephone: (858) 613-6677  
21 Facsimile: (858) 613-6680

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

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

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

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

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

**NOTICE OF ENTRY OF**  
**ORDER DENYING PLAINTIFF'S**  
**MOTION TO STAY**  
**ENFORCEMENT OF ORDER**  
**DENYING PLAINTIFF'S MOTION**  
**TO QUASH SUBPOENAS**  
**TO BANK OF AMERICA and**  
**LUCAS HORSFALL**

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept. No.: XVI  
NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF ORDER  
DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO BANK OF AMERICA and LUCAS HORSFALL

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

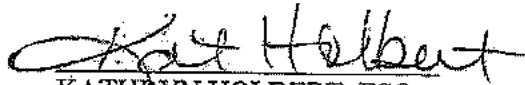
7 and related Cross-Claims.

8  
9 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S**  
10 **MOTION TO STAY ENFORCEMENT OF ORDER DENYING**  
11 **PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO**  
12 **BANK OF AMERICA and LUCAS HORSFALL**

13 PLEASE TAKE NOTICE THAT on the 31st day of December, 2019, an Order Denying  
14 Plaintiff's Motion to Quash Subpoenas to Morales Construction, Top Rank Builders and All  
15 American Concrete and Masonry was entered on the Court docket regarding the above referenced  
16 case.

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

18 DATED this 2nd day of January, 2020. FARMER CASE & FEDOR

19   
20 KATHRYN HOLBERT, ESQ.  
Nevada Bar No. 10084  
21 2190 El Pebble Rd., Suite #205  
Las Vegas, NV 89123  
22 Telephone: (702) 579-3900  
kholbert@farmercase.com  
23 Attorney for Defendants  
LAS VEGAS DEVELOPMENT FUND  
24 LLC., EB5 IMPACT CAPITAL REGIONAL  
CENTER, LLC, EB6 IMPACT ADVISORS,  
25 LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

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

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

5 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S**  
6 **MOTION TO STAY ENFORCEMENT OF ORDER DENYING**  
7 **PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO**  
8 **BANK OF AMERICA and LUCAS HORSFALL**

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

10 John P. Aldrich, Esq. Attorneys for Plaintiff  
11 Catherine Hernandez, Esq. FRONT SIGHT MANAGEMENT, LLC  
12 ALDRICH LAW FIRM, LTD.  
13 1601 S. Rainbow Blvd., Suite 160  
14 Las Vegas, Nevada 89146

15 By:

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

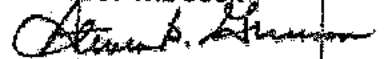
18  **U.S. MAIL:** I deposited a true and correct copy of said document(s) in a sealed, postage  
19 prepaid envelope, in the United States Mail, to those parties and/or above named individuals  
20 which were not on the Court's electronic service list.

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

24 Dated: January 2<sup>nd</sup>, 2020

25   
26 An Employee of FARMER CASE & FEDOR

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B' Dept No.: XVI*  
28 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF ORDER**  
**DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO BANK OF AMERICA and LUCAS HORSFALL**



1 **ORDER**  
2 ANTHONY T. CASE, ESQ.  
3 Nevada Bar No. 6589  
4 [tcase@farmercase.com](mailto:tcase@farmercase.com)  
5 KATHRYN HOLBERT, ESQ.  
6 Nevada Bar No. 10084  
7 [kholbert@farmercase.com](mailto:kholbert@farmercase.com)  
8 **FARMER CASE & FEDOR**  
9 2190 E. Pebble Rd., Suite #205  
10 Las Vegas, NV 89123  
11 Telephone: (702) 579-3900  
12 Facsimile: (702) 739-3001

13 C. KEITH GREER, ESQ.  
14 Cal. Bar. No. 135537 (*Pro Hac Vice*)  
15 [Keith.greer@greerlaw.biz](mailto:Keith.greer@greerlaw.biz)  
16 **GREER & ASSOCIATES, A.P.C.**  
17 16855 W. Bernardo Dr., Suite 255  
18 San Diego, California 92127  
19 Telephone: (858) 613-6677  
20 Facsimile: (858) 613-6680

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

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

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

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

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

**ORDER DENYING PLAINTIFF'S**  
**MOTION TO STAY**  
**ENFORCEMENT OF ORDER**  
**DENYING PLAINTIFF'S MOTION**  
**TO QUASH SUBPOENAS**  
**TO BANK OF AMERICA AND**  
**LUCAS HORSEFALL**

Hearing Date: December 18, 2019  
Hearing Time: 10:00 a.m.

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B, Dept. No.: XVI*  
**ORDER DENYING PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF ORDER DENYING PLAINTIFF'S**  
**MOTION TO QUASH SUBPOENAS TO BANK OF AMERICA AND LUCAS HORSEFALL**

DEC 20 2019

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

5 Defendants.

6 and related Cross-Claims.  
7

8 **ORDER DENYING PLAINTIFF'S MOTION TO STAY ENFORCEMENT**  
9 **OF ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS**  
10 **TO BANK OF AMERICA AND LUCAS HORSEFALL**

11 This matter having come before the Court on December 18, 2019 at 10:00 a.m. on  
12 Plaintiff's Motion to Stay Enforcement of Order Denying Plaintiff's Motion To Quash  
13 Subpoenas to Bank of America and Lucas Horsfall. John Aldrich, Esq. with Aldrich Law Firm  
14 personally appearing on behalf of Plaintiff; Keith Greer, Esq. with Greer and Associates  
15 appearing telephonically on behalf of Defendants and Kathryn Holbert, Esq. with Farmer Case  
16 and Fedor personally appearing on behalf of Defendants; the Court having reviewed the  
17 pleadings and having heard arguments by counsel hereby finds that the NRAP 8(a)(1)(A) factors  
18 can best be balanced by allowing Defendant Las Vegas Development Fund, through its principal,  
19 Defendant Robert Dziubla, to obtain the subpoenaed documents, subject to limitations regarding  
20 the use of and access to such documents.  
21

22 Based upon the above Finding of Fact IT IS HEREBY ORDERED that Plaintiff's Motion  
23 to Stay Enforcement of Order Denying Plaintiff's Motion to Quash Subpoenas to Bank of  
24 American and Lucas Horsfall is DENIED.  
25

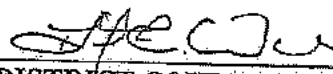
26  
27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781034-B Dept. No.: XVI  
28 **ORDER DENYING PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF ORDER DENYING PLAINTIFF'S**  
**MOTION TO QUASH SUBPOENAS TO BANK OF AMERICA AND LUCAS HORSEFALL**



1 It is FURTHER ORDERED that any and all documents which may be produced by either  
2 Bank of America or Lucas Horsfall in response to Defendants' Subpoenas shall be considered  
3 confidential; shall be subject to the Protective Order which was entered in this case and shall not  
4 be shared with any individual or entity other than the attorneys of record in this matter and  
5 Defendant Las Vegas Development Fund, through its managing member, Robert Dziubla.

7 IT IS SO ORDERED.

8 DATED this 30<sup>th</sup> day of December, 2019.

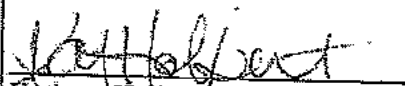
  
DISTRICT COURT JUDGE  
A-18-781084-B  
Dept 16

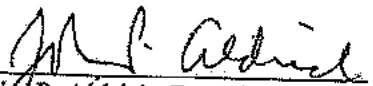
11 Respectfully submitted by:

Approved as to form and content:

12 FARMER CASE & FEDOR

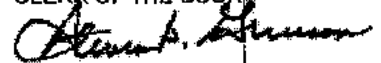
ALDRICH LAW FIRM, LTD.

13 



14 Kathryn Holbert, Esq.  
15 Nevada Bar No. 10084  
16 2190 E. Pebble Rd., Suite #205  
17 Las Vegas, NV 89123  
18 Tel: (702) 579-3900  
19 Attorneys for Defendants LAS VEGAS  
20 DEVELOPMENT FUND LLC, EBS IMPACT  
21 CAPITAL REGIONAL CENTER LLC, EBS  
22 IMPACT ADVISORS LLC, ROBERT W.  
23 DZIUBLA, JON FLEMING and LINDA  
24 STANWOOD

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



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

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

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

10 Plaintiff,

11 vs.

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

13 Defendants.  
14 \_\_\_\_\_

15 **AND ALL RELATED COUNTERCLAIMS.**

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

**NOTICE OF ENTRY OF ORDER**

16 PLEASE TAKE NOTICE that an Order Granting Ex Parte Motion for Leave to File In  
17 Excess of 30 Pages was entered by the Court in the above-captioned action on the 17<sup>th</sup> day of

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24

1 January, 2020, a true and correct copy of which is attached hereto.

2 DATED this 17<sup>th</sup> day of January, 2020.

3 **ALDRICH LAW FIRM, LTD.**

4 /s/ John P. Aldrich  
5 John P. Aldrich, Esq.  
6 Nevada Bar No. 6877  
7 Catherine Hernandez, Esq.  
8 Nevada Bar No. 8410  
9 7866 West Sahara Avenue  
10 Las Vegas, Nevada 89117  
11 Telephone: (702) 853-5490  
12 Facsimile: (702) 227-1975  
13 *Attorneys for Plaintiff/Counterdefendants*

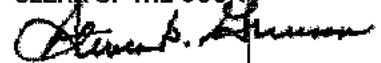
14 **CERTIFICATE OF SERVICE**

15 I HEREBY CERTIFY that on the 17<sup>th</sup> day of January, 2020, I caused the foregoing  
16 **NOTICE OF ENTRY OF ORDER** to be electronically filed and served with the Clerk of the  
17 Court using Wiznet which will send notification of such filing to the email addresses denoted on  
18 the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the  
19 Electronic Mail Notice List, to the following parties:

20 *Anthony T. Case, Esq.*  
21 *Kathryn Holbert, Esq.*  
22 **FARMER CASE & FEDOR**  
23 2190 E. Pebble Rd., Suite #205  
24 Las Vegas, NV 89123

*C. Keith Greer, Esq.*  
16855 West Bernardo Drive, Suite 255  
San Diego, CA 92127  
*Attorneys for Defendants*

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



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

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

10 **Plaintiff,**

11 vs.

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

14 **Defendants.**

15 \_\_\_\_\_  
16 **AND ALL RELATED COUNTERCLAIMS.**

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

**EX PARTE MOTION FOR LEAVE**  
**TO FILE STATEMENT OF**  
**UNDISPUTED FACTS IN EXCESS**  
**OF 30 PAGES**  
**AND**  
**ORDER GRANTING EX PARTE**  
**MOTION FOR LEAVE TO FILE IN**  
**EXCESS OF 30 PAGES**

17 Plaintiff FRONT SIGHT MANAGEMENT LLC ("Plaintiff"), by and through  
18 undersigned counsel, moves *ex parte* for an Order allowing Plaintiff to file its Statement of  
19 Undisputed Facts that is in excess of 30 pages.

20 ///

21 ///

22 ///

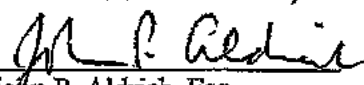
23 ///

24

**JAN 17 2020**

1 This Motion is made pursuant to EDCR 2.20(a), and is supported by the Affidavit of John  
2 P. Aldrich, Esq. and Memorandum of Points and Authorities that follow, the papers and  
3 pleadings on file herein, and any oral argument that this Court may allow.

4 DATED this 16<sup>th</sup> day of January, 2020.

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

14 **AFFIDAVIT OF JOHN P. ALDRICH IN SUPPORT OF EX PARTE MOTION**

15 State of Nevada )  
16 County of Clark ) ss

17 Affiant, being first duly sworn, deposes and states as follows:

- 18 1. I, John P. Aldrich, am an attorney licensed to practice in the State of Nevada and  
19 am a partner in the law firm of Aldrich Law Firm, Ltd. I am counsel for Plaintiff in this action.  
20 2. My office address is 7866 West Sahara Avenue, Las Vegas, Nevada 89117.  
21 3. On or about January 16, 2020, Plaintiff will file its Statement of Undisputed Facts  
22 in support of its Motion for Partial Summary Judgment. As the Court is well aware, the amount  
23 of evidence in this case is substantial. The Court has admitted at least 56 exhibits into evidence  
24

1 during the ongoing evidentiary hearing. The parties have exchanged several thousand pages of  
2 documents in discovery. Consequently, the Statement of Undisputed Facts is approximately 37  
3 pages in length, exclusive of exhibits.

4 4. The Motion for Partial Summary Judgment that will be filed simultaneously is  
5 approximately 24 pages long. Together, the Statement of Undisputed Facts and the brief in  
6 support thereof total 61 pages. During the drafting of Plaintiff's Motion for Partial Summary  
7 Judgment, I formed the opinion that the best course of action was to separate the Statement of  
8 Undisputed Facts from the Motion for Partial Summary Judgment, and I intend to file them  
9 separately.

10 5. I make this Affidavit pursuant to EDCR 2.22 and 2.26 in support of Plaintiff's Ex  
11 Parte Motion for Leave to File Statement of Undisputed Facts that is in excess of 30 pages.

12 6. There is good cause to grant Plaintiff's Ex Parte Motion for Leave. Plaintiff  
13 submits that while EDCR 2.20(a) provides for Plaintiff to file a brief that is up to 30 pages long,  
14 the rule allows for an exemption from this rule by motion. Given the complexity of this matter,  
15 and the multitude of factors the Court must consider in evaluating such a motion, Plaintiff  
16 requests to file its Statement of Facts in a form that is 37 pages long, excluding exhibits.

17 7. There is good cause to grant ex parte relief. Immediate relief is required to allow  
18 the Statement of Undisputed Facts and Motion for Partial Summary Judgment to be filed  
19 promptly.

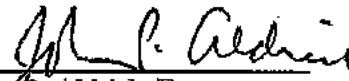
20 8. Plaintiff does not anticipate that any party will object to the Statement of  
21 Undisputed Facts being in excess of the page limit, although, admittedly, the parties have not  
22 agreed on much during the pendency of this litigation.

23

24

1 I declare under penalty of perjury that the foregoing is true and correct to the best of my  
2 knowledge.

3 DATED this 16<sup>th</sup> day of January, 2020.

4  
5   
John P. Aldrich, Esq.

6 Subscribed & sworn to before me  
7 this 16 day of January, 2020.

8   
9 NOTARY PUBLIC



10  
11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 The Court has inherent powers to control its docket, such as adjudicating matters *ex*  
13 *parte*. See *Halverson v. Hardcastle*, 123 Nev. 245, 261, 163 P.3d 428, 439-40 (2007) (the  
14 judiciary has broad inherent powers to carry out its basic functions, to administer its own affairs,  
15 and to perform its duties). EDCR 2.20 (a) provides for the Court to allow parties to file pretrial  
16 briefs that are in excess of 30 pages in length.

17 As set forth in Mr. Aldrich's Affidavit above, Plaintiff submits that the complexities of  
18 the case at issue in this matter justify exceeding the 30-page limit of EDCR 2.20. This Court  
19 must be apprised of every relevant fact regarding this case in order to issue a proper ruling, and  
20 therefore, Plaintiff is compelled to give the Court adequate detail on each and every basis  
21 supporting its Statement of Undisputed Facts. Plaintiff made every effort to reduce the length of  
22 the Statement of Facts to only the most critical of facts, and the resulting brief still exceeds the  
23  
24

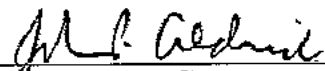
1 30-page limit. Thus, Plaintiff has no choice but to request from this Court an exemption from  
2 EDCR 2.20.

3 CONCLUSION

4 This is not a substantive *ex parte* request; Plaintiff merely seeks a procedural  
5 accommodation. For the foregoing reasons, Plaintiff hereby respectfully requests that the Court  
6 grant leave to file the Statement of Undisputed Facts that is in excess of 30 pages, to wit 37  
7 pages, excluding exhibits. Plaintiff will file its brief in support of its Motion for Partial  
8 Summary Judgment separately. Plaintiff's Statement of Undisputed Facts already includes the  
9 appropriate Table of Contents as required by EDCR 2.20(a).

10 DATED this 16<sup>th</sup> day of January, 2020.

11 ALDRICH LAW FIRM, LTD.

12   
13 John P. Aldrich, Esq.  
14 Nevada Bar No. 6877  
15 Catherine Hernandez, Esq.  
16 Nevada Bar No. 8410  
17 Matthew B. Beckstead, Esq.  
18 Nevada Bar No. 14168  
19 7866 West Sahara Avenue  
20 Las Vegas, Nevada 89117  
21 Telephone: (702) 853-5490  
22 Facsimile: (702) 227-1975  
23 *Attorneys for Plaintiff/Counterdefendants*  
24



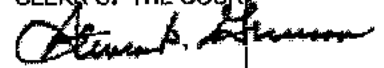
1                    **ORDER GRANTING EX PARTE MOTION FOR LEAVE TO FILE IN**  
2                    **EXCESS OF 30 PAGES**

3                    Having considered Plaintiff's Ex Parte Motion for Leave to File Statement of Undisputed  
4                    Facts that is in excess of 30 pages, the supporting Affidavit of John P. Aldrich, Esq., and good  
5                    cause appearing,

6                    **IT IS HEREBY ORDERED** that Plaintiff may file its Statement of Undisputed Facts  
7                    that is 37 pages in length, excluding exhibits.

8                    DATED this 17<sup>th</sup> day of January, 2020.

9                      
10                    DISTRICT COURT JUDGE  
11                    



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

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

9 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
10  
11 Plaintiff,

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

11 vs.

**STATEMENT OF UNDISPUTED**  
**FACTS**

12 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,  
13  
14 Defendants.

15 AND ALL RELATED COUNTERCLAIMS.

16  
17 COMES NOW Plaintiff FRONT SIGHT MANAGEMENT LLC ("Plaintiff"), by and  
18 through its attorneys, John P. Aldrich, Esq. and Catherine Hernandez, Esq., of the Aldrich Law  
19 Firm, Ltd., and hereby files this Statement of Undisputed Facts in support of Plaintiff's Motion

20 ///  
21 ///  
22 ///  
23 ///  
24 ///

1 for Partial Summary Judgment filed simultaneously herewith.

2 DATED this 17<sup>th</sup> day of January, 2020.

3 **ALDRICH LAW FIRM, LTD.**

4 /s/ John P. Aldrich  
5 John P. Aldrich, Esq.  
6 Nevada Bar No. 6877  
7 Catherine Hernandez, Esq.  
8 Nevada Bar No. 8410  
9 7866 West Sahara Avenue  
10 Las Vegas, Nevada 89117  
11 Telephone: (702) 853-5490  
12 Facsimile: (702) 227-1975  
13 *Attorneys for Plaintiff/Counterdefendants*

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

TABLE OF CONTENTS

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

STATEMENT OF UNDISPUTED FACTS	1
A. FACTS RELATED TO FRAUD	1
1. Fraudulent Inducement Related to Engagement Letter	1
a. Defendants lied about their experience with EB-5 fundraising and/or fundraising in general	2
b. Defendants lied about the amount of money they could raise	5
c. Defendants lied about not getting paid until they were successful	7
d. Defendants lied about the amount of time it would take to raise the money	9
e. Defendants lied about their relationship with Empyrean West, LLC and Empyrean West, LLC's connections	11
f. Defendants' proposed budget represented that Front Sight would pay \$20,000 to Sean Flynn for a business plan economic study	12
g. Defendants' lied about the expenses being minimal and "reimbursable" such that they would keep accurate records to justify the expenses	13
2. Fraudulent Inducement Related to the Construction Loan Agreement	14
a. Defendants' lied about their experience with EB-5 fundraising and/or fundraising in general and their contacts	14
b. Defendants' lied about the amount of money they could raise	16
c. Defendants' lied about not getting paid until they were successful	19
d. Defendants' lied about the amount of time it would take to raise the money	21
e. Defendants repeatedly and persistently concealed the true status of the EB-5 fundraise from Front Sight	24
3. Fraudulent Use of Front Sight's Funds by Defendants	25
B. FACTS RELATED TO CONVERSION	25

1	C.	FACTS RELATED TO CIVIL CONSPIRACY	30
2	D.	FACTS RELATED TO BREACH OF CONTRACT	31
3	E.	FACTS RELATED TO BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING	34
4	F.	FACTS RELATED TO NEGLIGENT MISREPRESENTATION	34
5	G.	FACTS RELATED TO ALTER EGO CLAIMS	34
6		CERTIFICATE OF SERVICE	37
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			

1 **STATEMENT OF UNDISPUTED FACTS**

2 Many of the key facts of this case are not disputed by Defendants; to the contrary,  
3 Defendants have readily admitted -- and the facts show -- numerous fraudulent statements,  
4 conversion of Front Sight's funds by Defendants, civil conspiracy by Defendants, blatant  
5 breaches of contract and the covenant of good faith and fair dealing, including Defendants' use  
6 of the Defendant Entities as their alter ego, and, even if the Court decides Defendants' fraudulent  
7 misrepresentations were not intentional, Defendants' many negligent misrepresentations are  
8 undisputed. This Statement of Undisputed Facts will set forth the facts related to each cause of  
9 action; Defendants cannot reasonably dispute the facts set forth herein.

10 **A. FACTS RELATED TO FRAUD**

11 The fraud perpetrated by Defendants can be divided into three areas: (1) fraud in the  
12 inducement related to the Engagement Letter dated February 14, 2013, (2) fraud in the  
13 inducement related to the Construction Loan Agreement ("CLA") signed on or about October 6,  
14 2016, and (3) fraudulent use of Front Sight's funds.

15 Front Sight will set forth, in painstaking detail, the rampant and repeated fraudulent  
16 statements by Defendants, followed by the statements that show the falsity of those statements.

17 **1. Fraudulent Inducement Related to Engagement Letter**

18 On or about February 14, 2013, Defendants successfully induced Front Sight to enter into  
19 an Engagement Letter. (Evidentiary Hearing ("Evid. Hrg.") Exhibit 6.) The following are the  
20 intentionally fraudulent statements<sup>1</sup> made by Defendants in order to induce Front Sight to enter  
21 into the February 14, 2013 Engagement Letter.

22 \_\_\_\_\_  
23 <sup>1</sup> The standard for fraudulent misrepresentation is that the defendant "knew or should have known" of the  
24 statement's falsity, or that the statement was made without reasonable basis. *Barmettler v. Reno Air, Inc.*, 114 Nev.  
441, 956 P.2d 1382 (1998); *Blanchard v. Blanchard*, 108 Nev. 908, 839 P.2d 1320 (1992). In this instance,

1 a. Defendants lied about their experience with EB-5 fundraising and/or  
2 fundraising in general:

3 **FALSE STATEMENTS**

- 4 • On April 7, 2012, Dziubla and Fleming claimed they had a “very good chance of raising  
5 the desired amounts” because of “the kind of creative and experienced approach that  
6 we bring to financing raises. . . .” (Evid. Hrg. Exhibit 2, at 00003 (emphasis added).)
- 7 • On August 27, 2012, Dziubla and Fleming claimed that “I have been working on  
8 developing an investment platform that takes advantage of my long experience in  
9 China and working with Chinese and other Asian investors....” (Evid. Hrg. Exhibit 2, at  
10 00001 (emphasis added).)
- 11 • On August 27, 2012, Dziubla and Fleming claimed they “have great depth of  
12 experience and expertise in the real estate financing market...” also claiming that he  
13 had been involved in \$10 billion worth of hospitality and leisure transactions and 8  
14 hospitality transactions in the prior 12 months. (Evid. Hrg. Exhibit 2, at 00004 (emphasis  
15 added).)
- 16 • On September 13, 2012, Defendant Dziubla represented (and Fleming failed to correct  
17 the misrepresentation) that he has “been conversant with and involved in EB-5  
18 financing since the program was first established in 1990....” (Evid. Hrg. Exhibit 3, at  
19 00006 (emphasis added).)
- 20 • In that September 13, 2012 letter, Defendant Dziubla further represented (and Fleming  
21 failed to correct the misrepresentation) that he had “an expansive network of  
22 relationships throughout China for sourcing EB-5 investors; and this personal network  
23 coupled with our collective relationships with the leading visa advisory firms  
24 operating in China.” (Evid. Hrg. Exhibit 3, at 00006 (emphasis added).)
- Again in the September 13, 2012 letter, Defendants claimed that a 6% fee was  
“commensurate with the other EB-5 raises we are doing...” (Evid. Hrg. Exhibit 3, at  
00007 (emphasis added).)
- Near the end of the September 13, 2012 letter, Defendants claim they “have the luxury ...  
of picking and choosing the EB-5 projects we want to accept, and we accept only  
those projects that we think will be readily funded since we don’t get paid  
otherwise.” (Evid. Hrg. Exhibit 3, at 00008 (emphasis added).)

Defendants are in a box. Defendants have admitted they had no experience raising EB-5 money. (See June 3, 2019 Evid. Hrg. Tr., p. 26, 38-39; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.) Thus, every statement was made without reasonable basis. Alternatively, had Defendants done some homework and studied up on the EB-5 program, such that they at least had some idea of how the program worked, the timeline, and the program’s limitations, then their statements were intentionally false.

- 1 • On September 28, 2012, Defendants stated: “[W]e are currently working on a handful of  
2 other select projects totaling over \$250m of EB-5 debt financing.” (See e-mail  
3 correspondence dated September 28, 2012, attached hereto as **Exhibit 1**, at FS 01211;  
4 Evid. Hrg. Exhibit 55 (emphasis added).)
- 5 • That same September 28, 2012 e-mail claimed that Defendants had involvement in two  
6 projects, one a “\$21 m raise” where “all 42 Chinese investors” had funds “into escrow  
7 within 65 days of our going to market.” (See e-mail correspondence dated September  
8 28, 2012, attached hereto as **Exhibit 1**, at FS 01211; Evid. Hrg. Exhibit 55 (emphasis  
9 added).)
- 10 • Defendants represented that “[w]e have spent much time and effort assembling a top-  
11 notch team. . . in China, Vietnam, and elsewhere,” which Dziubla claimed was “highly  
12 confidential and proprietary to us.” (See e-mail correspondence dated September 28,  
13 2012, attached hereto as **Exhibit 1**, at FS 01213; Evid. Hrg. Exhibit 55 (emphasis  
14 added).)
- 15 • Defendants told Front Sight: “Because we pay meticulous attention to choosing suitable  
16 EB-5 projects, working on just a few select projects, rigorously underwriting those  
17 projects before we go to market, and working with a long-time trusted team of partners in  
18 China and Asia, we have never failed to complete a raise nor had a foreign investor’s  
19 EB-5 visa denied. . . . Thus it is pretty straightforward to get the green card and the  
20 failure rate is quite low.” (See e-mail correspondence dated September 28, 2012,  
21 attached hereto as **Exhibit 1**, at FS 01213; Evid. Hrg. Exhibit 55 (emphasis added).)
- 22 • On October 24, 2012, Defendants represented: “Kenworth Capital, Inc. [Dziubla’s  
23 company] and its affiliate, Legacy Realty Capital Inc. [Fleming’s company] (collectively,  
24 the ‘Company’) have experience and expertise in raising EB-5 immigrant investor  
financing for real estate development projects in the USA and that the anticipated  
\$65m raise for the Front Sight hospitality project located in Nye County, NV, could be an  
appropriate candidate for EB-5 financing (the ‘Financing’).” (See e-mail correspondence  
dated October 24, 2012, attached hereto as **Exhibit 2**, at FS 01224 (emphasis added).)
- After Front Sight initially declined Defendants’ attempt to convince Front Sight to use  
EB-5 financing for its project, Defendants persisted and represented to Front Sight that  
they were experts who could raise \$150 million. (Piazza testimony, September 20, 2019  
Evid. Hrg. Tr., pp. 93-94, 97.)

#### **THE TRUTH: DEFENDANTS HAD NO EXPERIENCE RAISING EB-5 FUNDS.**

- 21 • Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3,  
22 2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
- 23 • Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].”  
24 (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and  
Fleming’s first project.



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
  - Defendant Fleming has never brought an EB-5 project to successful completion. (November 20, 2019 Evid. Hrg. Tr., p. 83, ls. 14-17.)
  - When asked about the representation in the September 28, 2012 e-mail that “we [Defendants] are currently working on a handful of other select project totaling over \$250 m of EB-5 debt financing,” Defendant Fleming clearly stated “I don’t know what that references.” (November 20, 2019 Evid. Hrg. Tr., p. 91, l. 17.)
  - Discussing the claim that Defendants had “never failed to complete a raise nor had a foreign investor’s EB-5 visa denied,” Defendant Fleming flatly stated: “I don’t know what the basis of that statement is.” (November 20, 2019 Evid. Hrg. Tr., p. 95, ls. 8-9.)
  - Defendant Fleming also admitted that Defendants have never sourced an investor from Asia. (November 20, 2019 Evid. Hrg. Tr., p. 95, l. 15.)
  - Still related to the September 28, 2012 e-mail, Defendant Fleming acknowledged that he had no basis for the representation that Defendants had obtained \$21 million in EB-5 funds within 65 days of going to market, or the alleged \$7 million raise referenced there. (November 29, 2019 Evid. Hrg. Tr., pp. 90-91.) Rather, he had no knowledge and just assumed that it was accurate. (November 20, 2019 Evid. Hrg. Tr., pp. 92, ls. 18-19; pp. 93-94.)
  - Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the year before the April 7, 2012 e-mail, Dziubla and Fleming failed to inform Front Sight that NONE of those transactions involved EB-5 financing. Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p. 38.)
  - Defendants do NOT have an expansive network of relationships. To the contrary, Defendants were working to retain an agent for Ukraine and Russia in September 2015. (Evid. Hrg. Exhibit 44, at Contracts (2)00062-63.) Defendants did not retain Mayflower Business Consulting, Co. Ltd. until October 2015. (Evid. Hrg. Exhibit 44, at Contracts (2)00052.) Around that same time, Defendants retained Williams Global Law, PLLC to assist with creating a network in China and Brazil. (June 3, 2019 Evid. Hrg. Tr., p. 112, l. 21 – p. 113, l. 15; p. 118, l. 16 – p. 120, l. 5; Evid. Hrg. Exhibit 46, at (EB5ICA)00169-00177.) All of that occurred after USCIS approval in June 2015. Likewise, in January 2016, Defendants retained Ethan Devine as an independent contractor to conduct business development for Defendants’ projects, attempt to cultivate a network of agents to obtain investors for Plaintiff’s project, and assist in various aspects of Defendants’ other projects. (Evid. Hrg. Exhibit 44, at Contracts (2)00046.)

1                   b.     Defendants lied about the amount of money they could raise:

2     **FALSE STATEMENTS**

- 3     • On August 27, 2012, Dziubla sent another one that stating that he was capable of raising  
4     up to \$150 million to fund the Project; specifically, Dziubla claimed “we may well be  
5     able to put together a financing package for some, or perhaps all, of the \$150m you  
6     were seeking to raise.” (Evid. Hrg. Exhibit 2, at 00002 (emphasis added).)
- 7     • On September 13, 2012, Defendants Dziubla and Fleming represented that they could  
8     raise a “first tranche [of] about \$65mn[sic]” and a “follow-on \$100m” would be raised  
9     in the next two phases. (Evid. Hrg. Exhibit 3, at 00005.)
- 10    • In that September 13, 2012 letter, Defendants represented that in Q1 of 2012, \$1.2 billion  
11    in EB-5 funds came from China, and “we can expect about \$3.36 billion of EB-5 money  
12    to be invested into the US from Chinese investors.” (Evid. Hrg. Exhibit 3, at 00005  
13    (emphasis added).)
- 14    • Later in the September 13, 2012 letter, Defendants represented that “we will be able to  
15    structure the \$65m of EB-5 financing as non-recourse debt....” (Evid. Hrg. Exhibit 3, at  
16    00007 (emphasis added).)
- 17    • In an e-mail on September 28, 2012, Defendants represented that “just one of our  
18    placement agents in China has had over 21,000 EB-5 visa applicants during the past  
19    several years. . . . Given this massive demand in China for EB-5 visas, sourcing 130  
20    investors for a long-established and successful business that is implementing a well-  
21    conceived project such as the Front Sight resort should not be difficult.” (See e-mail  
22    correspondence dated September 28, 2012, attached hereto as **Exhibit 1**, at FS 01211;  
23    Evid. Hrg. Exhibit 55 (emphasis added).)
- 24    • On October 24, 2012, Defendants stated: “Jon and I would like to work expeditiously  
with you and Front Sight to identify a suitable regional center for your hospitality project  
and raise \$65m of EB-5 money for that.” (See **Exhibit 2**, at FS 01223.)
- On December 27, 2012, Dziubla and Fleming sent an e-mail to Front Sight stating that  
they were “working on an indicative timeline” for “the raise of up to \$75m (interest  
reserve included) of EB-5 immigrant investor financing.” (Evid. Hrg. Exhibit 4, at  
00010 (emphasis added).)
- On January 31, 2013, Defendants stated: “Please find attached the updated budget with a  
projected monthly breakdown of the cost expenditures; this breakdown assumes that  
USCIS moves expeditiously, which means that the full \$75m would be raised by Day  
361; thus, the costs are incurred in the first 10 months. If USCIS is slower, than[sic] this  
burn rate would slow down a bit.” (See e-mail correspondence dated January 31, 2013,  
attached hereto as **Exhibit 3**, at FS 01287-01291 (emphasis added).)

- 1 • On February 8, 2013, Dziubla and Fleming provided a draft proposal for “the \$75m raise  
2 of EB5 debt financing.” (Evid. Hrg. Exhibit 5, at 00011 (emphasis added).)
- 3 • The February 14, 2013 Engagement Letter, which Front Sight eventually signed,  
4 represented that the parties were confirming “our [Defendants’] raising \$75 million  
5 of debt financing for Front Sight...” and references the EB-5 program. (Evid. Hrg. Exhibit  
6 6, at 00020 (emphasis added).)
- 7 • Schedule A to the Engagement Letter identified the “Development Budget/Capital Stack”  
8 as “\$75m – EB-5 financing” and the Loan Amount as \$75m. (Evid. Hrg. Exhibit 6, at  
9 00025 (emphasis added).)
- 10 • After Front Sight initially declined Defendants’ attempt to convince Front Sight to use  
11 EB-5 financing for its project, Defendants persisted and represented to Front Sight that  
12 they were experts who could raise \$150 million. (Piazza testimony, September 20, 2019  
13 Evid. Hrg. Tr., pp. 93-94, 97.)
- 14 • Defendants represented that they had a vast network of agents who could fully fund the  
15 project. (Piazza testimony, September 20, 2019 Evid. Hrg. Tr., pp. 106-107.)

11 **THE TRUTH: DEFENDANTS DID NOT EVEN COME CLOSE TO RAISING THE**  
12 **PROMISED \$150 MILLION, \$75 MILLION, OR \$50 MILLION.**

- 13 • It is undisputed that Defendants only provided Front Sight \$6.3 million.
- 14 • Defendants claim to have raised an additional \$1.5 million to \$2 million but concealed  
15 from Front Sight that they had received the funds. Then, when Front Sight learned of the  
16 funds, Defendants refused to provide those funds to Front Sight despite the absence of  
17 any breaches at the time the money came in. (June 3, 2019 Evid. Hrg. Tr., p. 156, l. 2 –  
18 p. 158, l. 13.)
- 19 • Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3,  
20 2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
- 21 • Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].”  
22 (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and  
23 Fleming’s first project.
- 24 • Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight  
Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience  
in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
- Defendant Fleming has never brought an EB-5 project to successful completion.  
(November 20, 2019 Evid. Hrg. Tr., p. 83, ls. 14-17.)

- 1 • Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the  
2 year before the April 7, 2012 e-mail, even assuming those claims are true, Dziubla and  
3 Fleming failed to inform Front Sight that NONE of those transactions involved EB-5  
4 financing. Defendant Dziubla testified that “This was our first direct project [in EB-5  
5 lending].” (June 3, 2019 Evid. Hrg. Tr., p. 38.)
- 6 • Defendants did NOT disclose that they accounted for exactly \$0 of the \$1.2 billion raised  
7 through EB-5 in Q1 in 2012 was raised by Defendants. (June 3, 2019 Evid. Hrg. Tr., p.  
8 63, l. 15 – p. 64, l. 9.)
- 9 • Defendants’ December 27, 2012 representation was careful to mention the “interest  
10 reserve” was included in the amount; it did not qualify the possibility of raising the \$75  
11 million.
- 12 • Front Sight’s expert witness, Catherine Holmes, Esq., opined, “The Engagement  
13 Agreement (Exhibit 5 of the Declaration) contains an estimated timeline showing that  
14 \$75 million in EB-5 financing would be raised between 4 months from the earliest  
15 expected approval of the regional center and 6 months from the latest expected approval  
16 of the regional center. Those estimates wildly misrepresented the normal time necessary  
17 to raise \$75 million in EB-5 financing. In 2013, only the very largest and most  
18 experienced regional centers could raise that much in EB-5 financing, based upon their  
19 track record of prior successful EB-5 financings. Most new regional centers either  
20 failed to raise any financing at all or would start with very small offerings (\$5  
21 million to \$10 million) and gradually raise larger EB-5 financings as they become  
22 known in the EB-5 financing market. Even for well-known regional center  
23 operators, it is not unusual for an EB-5 financing, even one sponsored by an  
24 experienced EB-5 sponsor, to take a year or more before it gains acceptance in the  
EB-5 financing market.” (See February 21, 2019 Expert Witness Report of Catherine  
Holmes, Esq., attached hereto as Exhibit 4, at p. 2, ¶ 5 (emphasis added).)
- Despite their repeated representations of how much they would raise, Dziubla and  
Fleming had “no idea” how much money they would really be able to raise. (June 3,  
2019 Evid. Hrg. Tr., p. 169.)

18 c. **Defendants lied about not getting paid until they were successful:**

19 **FALSE STATEMENTS**

- 20 • On March 22, 2012, Dziubla sent an email, apparently as a representative of Kenworth  
21 Capital, Inc. (a non-party entity controlled by Defendant Dziubla) stating: “Because we  
22 have confidence in our ability to help you raise the money sought, we are willing to work  
23 on a **pure success fee basis** that compensates us for the speculative risk we are  
24 undertaking.” (See e-mail correspondence dated March 22, 2012, attached hereto as  
Exhibit 5, at FS 01163 (emphasis added).)

- 1 • On April 7, 2012, Dziubla sent another email, stating “We would enjoy the chance to  
2 work with Front Sight on this development and have attached a proposed engagement  
3 letter that, as previously discussed, is on a success fee basis so that we don’t get paid  
4 unless we raise the financing.” Dziubla and Fleming assured Front Sight they would  
5 work “without compensation” until they succeeded in raising the money. (Evid. Hrg.  
6 Exhibit 2, at 0004 (emphasis added).)
- 7 • In the September 13, 2012 letter, Defendants represented “we don’t make any money  
8 until we have successfully raised the \$65m....” (Evid. Hrg. Exhibit 3, at 00007  
9 (emphasis added).)
- 10 • Near the end of the September 13, 2012 letter, Defendants claim they “have the luxury  
11 ... of picking and choosing the EB-5 projects we want to accept, and we accept only  
12 those projects that we think will be readily funded since we don’t get paid  
13 otherwise.” (Evid. Hrg. Exhibit 3, at 00008 (emphasis added).)

9 **THE TRUTH: DEFENDANTS COMPENSATED THEMSELVED USING MONEY.  
10 FRONT SIGHT PAID FOR MARKETING SERVICES.**

- 11 • Defendant Dziubla destroyed the financial documents of Defendant EB5IA; according to  
12 him that was pursuant to a “document retention policy” that he claims allowed him to  
13 destroy the records. (June 3, 2019 Evid. Hrg. Tr., p. 48, l. 12 – p. 49, l. 20.)
- 14 • Defendant Fleming testified that no such policy existed to destroy Defendant EB5IA’s  
15 documents, and rather, testified that they kept excellent records. (November 20, 2019  
16 Evid. Hrg. Tr., p. 36, l. 4 – p. 37, l. 23.)
- 17 • After the Court ordered an accounting of EB5IA’s use of Front Sight’s funds, Defendants  
18 EB5IA and Dziubla provided some documents. The deficient records Defendants  
19 Dziubla and EB5IA provided showed Dziubla and Fleming paid themselves out of Front  
20 Sight’s funds, contrary to their representations. (See October 18, 2019 Expert Witness  
21 Report of Douglas Winters, CPA, attached hereto as Exhibit 6, at p. 6, ¶ 8.)
- 22 • Defendant Dziubla admitted that Front Sight paid \$20,000 specifically for an economic  
23 study, that a professor named Sean Flynn received a 20% interest in the regional center  
24 for producing the report, and that Dziubla spent the \$20,000 on “operating expenses”  
instead of paying it to Sean Flynn. Defendant Dziubla did not disclose to Front Sight that  
he kept the money for “operating expenses.” (June 3, 2019 Evid. Hrg. Tr., p. 35, l. 11 –  
p. 38, l. 17.)
- There is no dispute that Front Sight paid at least \$250,000 for the regional center (June 3,  
2019 Evid. Hrg. Tr., p. 46, ls. 7-22), and that Defendants Dziubla and Fleming paid  
themselves from those funds.
- Defendants’ representation that “our direct out-of-pocket cost to do an EB-5 raise is  
typically \$300k (paid upfront), as we need to engage a number of providers immediately

1 as well as conduct an international roadshow,” had no basis, as Defendants Dziubla and  
2 Fleming had no experience with EB-5 lending. (See Evid. Hrg. Exhibit 3, at 0007; June  
3, 2019 Evid. Hrg. Tr., pp. 26, 38-39; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)

- 3 • Front Sight’s expert witness, Catherine Holmes, Esq., contradicts this by stating that the  
4 \$300,000 Defendants represented to Front Sight is “a **substantially inflated estimate** of  
5 direct-out-of-pocket costs, and that it is not customary for an amount this large to be paid  
6 up front. I believe that this estimate was a misrepresentation of the true costs of an EB-5  
7 offering intended to mislead the Plaintiff into paying substantially more upfront than it  
8 would pay to a legitimate EB-5 funding provider.” (See **Exhibit 4**, at p. 1, ¶ 2 (emphasis  
9 added).)
- 7 • On July 28, 2015, in an exchange with Front Sight over marketing-and-travel financing,  
8 Defendants stated, “We have worked ceaselessly getting to this stage where we have  
9 USCIS approval for the Front Sight project and can begin the marketing efforts but **are**  
10 **now being told that Front Sight doesn’t want to pay for it. This really is our area of**  
11 **expertise and we know how to do it.”** (See e-mail correspondence dated July 28, 2015,  
12 attached hereto as **Exhibit 7**, at FS 07295-07296 (emphasis added).)
- 11 • The February 14, 2013 Engagement Letter contained language regarding the  
12 establishment of a Regional Center. Ms. Holmes’ expert report states, in part, “The  
13 establishment of a regional center is a highly unusual provision in an engagement letter to  
14 provide EB-5 financing to a third party, and **the cost of establishment of the regional**  
15 **center is, in my experience, always paid for by the owner of the regional center, not**  
16 **the party seeking financing.** These provisions indicate that EB5IA mislead the  
17 **Plaintiff into believing that this was a normal part of an EB-5 financing, which it**  
18 **was not.”** (See **Exhibit 4**, at pp. 1-2, ¶ 3 (emphasis added).)

15 d. **Defendants lied about the amount of time it would take to raise the**  
16 **money:**

17 **FALSE STATEMENTS**

- 18 • On April 7, 2012, Dziubla and Fleming claimed it would take them 60-90 days to craft a  
19 presentation, but that “**fund raising will commence immediately thereafter,**” with the  
20 first phase taking as much as 6-12 months or **as little as 3 months.** (Evid. Hrg. Exhibit 2,  
21 at 00003 (emphasis added).)
- 20 • On September 13, 2012, Defendant Dziubla represented (and Fleming failed to correct  
21 the misrepresentation) that “EB-5 funding initiatives typically take **5-8 months** before  
22 first funds are placed into escrow with the balance of the funds being deposited during  
23 the next **6-8 months.**” (Evid. Hrg. Exhibit 3, at 00006 (emphasis added).)
- 23 • On January 31, 2013, Defendants stated: “Please find attached the updated budget with a  
24 projected monthly breakdown of the cost expenditures; this breakdown assumes that  
USCIS moves expeditiously, which means that **the full \$75m would be raised by Day**

1 361; thus, the costs are incurred in the first 10 months. **If USCIS is slower, than[sic]**  
2 **this burn rate would slow down a bit.**” (See Exhibit 3 (emphasis added).)

- 3 • The Timeline that is part of the February 14, 2013 Engagement Letter represented that  
4 the USCIS application would be submitted on Day 90. (Evid. Hrg. Exhibit 6, at 00027  
5 (emphasis added).)
- 6 • The Timeline also provides that USCIS approval will occur between the “Earliest” Day  
7 240 and “Latest” Day 330 after signing of the Engagement Letter. (Evid. Hrg. Exhibit  
8 6, at 00027 (emphasis added).)
- 9 • The Timeline also represents that Road Shows in China will occur between Days 241  
10 and 361. (Evid. Hrg. Exhibit 6, at 00027 (emphasis added).)
- 11 • The Timeline represents that at the “Earliest” Day 361 and “Latest” Day 510, “Entire  
12 \$75m raised from EB-5 investors, deposit into escrow, and disbursement to Front  
13 Sight for the project.” (Evid. Hrg. Exhibit 6, at 00027 (emphasis added).)
- 14 • The Timeline also represents that Day 510 is “6 months from latest expected RC  
15 [regional center] approval date.” (Evid. Hrg. Exhibit 6, at 00027.)

16 **THE TRUTH: DEFENDANTS STILL HAVE NOT EVEN COME CLOSE TO RAISING**  
17 **THE MONEY THEY PROMISED TO RAISE.**

- 18 • Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3,  
19 2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
- 20 • Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].”  
21 (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and  
22 Fleming’s first project.
- 23 • Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight  
24 Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience  
in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
- Defendant Fleming has never brought an EB-5 project to successful completion.  
(November 20, 2019 Evid. Hrg. Tr., p. 83, ls. 14-17.)
- Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the  
year before the April 7, 2012 e-mail, Dziubla and Fleming failed to inform Front Sight  
that NONE of those transactions involved EB-5 financing. Defendant Dziubla testified  
that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p.  
38.)
- The Engagement Letter was signed around February 14, 2013. (Evid. Hrg. Exhibit 6.)

- 1 • Defendants did not even submit the application to the USCIS until at least April 16, 2014  
2 – well beyond the 90 days represented by Defendants. (Evid. Hrg. Exhibit 7.)
- 3 • It is undisputed that Defendants provided Front Sight with only \$6.3 million.
- 4 • Front Sight’s expert witness, Catherine Holmes, Esq., opined, “The Engagement  
5 Agreement (Exhibit 5 of the Declaration) contains an estimated timeline showing that  
6 \$75 million in EB-5 financing would be raised between 4 months from the earliest  
7 expected approval of the regional center and 6 months from the latest expected approval  
8 of the regional center. Those estimates wildly misrepresented the normal time  
9 necessary to raise \$75 million in EB-5 financing. In 2013, only the very largest and  
10 most experienced regional centers could raise that much in EB-5 financing, based  
11 upon their track record of prior successful EB-5 financings. Most new regional  
12 centers either failed to raise any financing at all or would start with very small offerings  
13 (\$5 million to \$10 million) and gradually raise larger EB-5 financings as they become  
14 known in the EB-5 financing market. Even for well-known regional center operators, it is  
15 not unusual for an EB-5 financing, even one sponsored by an experienced EB-5 sponsor,  
16 to take a year or more before it gains acceptance in the EB-5 financing market.” (See  
17 Exhibit 4, at p. 2, ¶ 5 (emphasis added).)
- 18 • Ms. Holmes’ expert report also noted, “EB5IA could have entered into an agreement with  
19 one of several regional centers that were already approved to be sponsor projects..., but  
20 for unexplained reasons, **EB5IA chose not to enter into an agreement with an existing  
21 regional center, and instead to file a regional center application that would require  
22 it to delay marketing for over a year.”** (See Exhibit 4, at p. 2, ¶ 4 (emphasis added).)
- 23 e. Defendants lied about their relationship with Empyrean West, LLC  
24 and Empyrean West, LLC’s connections:

**FALSE STATEMENTS**

- Defendants represented that they were partners with Empyrean West (Dave Keller and Jay Carter). (Evid. Hrg. Exhibit 3, at 00006 (emphasis added).)
- Defendants represented that Empyrean West was “authorized by the Vietnamese government to act as the exclusive EB-5 firm in Vietnam and has been exempted from the \$5,000 limit on international money transfers.” (Evid. Hrg. Exhibit 3, at 00006 (emphasis added).)

**THE TRUTH: DEFENDANTS WERE NOT PARTNERS WITH EMPYREAN WEST, LLC.**

- Defendant Dziubla admitted Defendants and Empyrean West were actually not partners, but rather, “[i]t was a two-person operation.” (June 3, 2019 Evid. Hrg. Tr., p. 30, ls. 8-13.)



- 1 • Front Sight’s expert, Catherine Holmes, Esq., proves the falsity of Defendants’  
2 statements, stating, in part, “Empyrean West was not and is not the exclusive EB-5 firm  
3 in Vietnam.” (See **Exhibit 4**, at p. 1, ¶ 1; see also September 19, 2019 Supplemental  
4 Expert Witness Report of Catherine Holmes, Esq. (authenticating the February 21, 2019  
5 expert witness report), attached hereto as **Exhibit 8**, at p. 1, ¶ 4.)  
6
- 4 • Front Sight has asked repeatedly for documents to support this assertion but Defendants  
7 have provided none. (See Plaintiff’s Third Set of Requests for Production of Documents  
8 to Defendant LVDF, Request Nos. 117, 119, 185.)<sup>2</sup> The only response from Defendants  
9 has been a series of boilerplate objections. Accordingly, the Court can conclude that no  
10 documents exist.

7 f. **Defendants’ proposed budget represented that Front Sight would pay**  
8 **\$20,000 to Sean Flynn for a business plan economic study:**

9 **FALSE STATEMENTS**

- 10 • The Engagement Letter specifically provides that “EB5IA **shall** also engage ... **an**  
11 **economist (Professor Sean Flynn)** to prepare the business plan and economic impact  
12 analysis....” (Evid. Hrg. Exhibit 6, at 00020 (emphasis added).)  
13 • Schedule B to the Engagement Letter (Budget and Timeline) specifically identified a  
14 \$20,000 budget item for Professor Flynn. (Evid. Hrg. Exhibit 6, at 00026.)  
15 • Defendants represented to Front Sight that Front Sight could not be an owner of the  
16 regional center because it would be a “conflict.” (September 20, 2019 Evid. Hrg. Tr., p.  
17 101, l. 12 – p. 102, l. 3.)

18 **THE TRUTH: AFTER TELLING FRONT SIGHT IT COULD NOT OWN THE**  
19 **REGIONAL CENTER, DEFENDANTS TOOK \$20,000 FROM FRONT SIGHT FOR**  
20 **THE BUSINESS PLAN AND ECONOMIC STUDY AND KEPT THE \$20,000.**

- 21 • Defendant Dziubla admitted that Front Sight paid \$20,000 specifically for an economic  
22 study, that a professor named Sean Flynn received a 20% interest in the regional center  
23 for producing the report, and that Dziubla spent the \$20,000 on “operating expenses”  
24 instead of paying it to Sean Flynn. Defendant Dziubla did not disclose to Front Sight that  
he kept the money for “operating expenses,” – the documentation for which Dziubla  
“tossed.” (June 3, 2019 Evid. Hrg. Tr., p. 35, l. 11 – p. 38, l. 17; p. 48, l. 12 – p. 49, l.  
20.)

21 ///

22 \_\_\_\_\_  
23  
24 <sup>2</sup> These discovery requests are already in the Court record. See Exhibit 2 to Plaintiff’s Supplement to Motion to  
Compel and for Sanctions, previously filed on November 15, 2019.

- 1           g. Defendants' lied about the expenses being minimal and  
2           "reimbursable" such that they would keep accurate records to justify  
3           the expenses:

### 4   **FALSE STATEMENTS**

- 5           • The Engagement Letter provides for Front Sight to pay reimbursable expenses, leaving  
6           Front Sight with the impression that Defendants would provide receipts for all expenses  
7           "as billed periodically." (Evid. Hrg. Exhibit 6, at 00022 (emphasis added).)
- 8           • Schedule A to the Engagement Letter only requires Front Sight to be responsible for  
9           "lender's reasonable expenses" and then references the "estimate" in Schedule B. (Evid.  
10           Hrg. Exhibit 6, at 00025 (emphasis added).)

### 11   **THE TRUTH: DEFENDANTS REPEATEDLY REFUSED TO PROVIDE AN** 12   **ACCOUNTING YET PAID THEMSELVES WITH FRONT SIGHT'S MONEY.**

- 13           • Front Sight asked for an accounting of expenses multiple times; Defendants, without fail,  
14           refused to provide such an accounting. (September 20, 2019 Evid. Hrg. Tr., pp. 108-109,  
15           111.)
- 16           • Defendant Dziubla destroyed the financial documents of Defendant EB5IA; according to  
17           him that was pursuant to a "document retention policy" that he claims allowed him to  
18           destroy the records. (June 3, 2019 Evid. Hrg. Tr., p. 48, l. 12 – p. 49, l. 20.)
- 19           • Defendant Fleming testified that no such policy existed to destroy Defendant EB5IA's  
20           documents, and rather, testified that they kept excellent records. (November 20, 2019  
21           Evid. Hrg. Tr., p. 36, l. 4 – p. 37, l. 23.)
- 22           • After the Court ordered an accounting of EB5IA's use of Front Sight's funds, Defendants  
23           EB5IA and Dziubla provided some documents. The deficient records Defendants  
24           Dziubla and EB5IA provided showed Dziubla and Fleming paid themselves out of Front  
25           Sight's funds, contrary to their representations. (See **Exhibit 6**, at p. 6, ¶ 8.)
- 26           • Defendant Dziubla admitted that Front Sight paid \$20,000 specifically for an economic  
27           study, that a professor named Sean Flynn received a 20% interest in the regional center  
28           for producing the report, and that Dziubla spent the \$20,000 on "operating expenses"  
29           instead of paying it to Sean Flynn. Defendant Dziubla did not disclose to Front Sight that  
30           he kept the money for "operating expenses." (June 3, 2019 Evid. Hrg. Tr., p. 35, l. 11 –  
31           p. 38, l. 17.)
- 32           • Front Sight's expert witness, Catherine Holmes, Esq., contradicts this by stating that the  
33           \$300,000 Defendants represented to Front Sight is "a substantially inflated estimate of  
34           direct-out-of-pocket costs, and that it is not customary for an amount this large to be paid  
35           up front. I believe that this estimate was a misrepresentation of the true costs of an  
36           EB-5 offering intended to mislead the Plaintiff into paying substantially more

1 upfront than it would pay to a legitimate EB-5 funding provider.” (See Exhibit 4, at  
2 p. 1, ¶ 2 (emphasis added).)

3 **2. Fraudulent Inducement Related to the Construction Loan Agreement**

4 **a. Defendants’ lied about their experience with EB-5 fundraising and/or**  
5 **fundraising in general and their contacts:**

6 All of Defendants’ misrepresentations as set forth above apply after the Engagement  
7 Letter was signed as well because Defendants never came clean with their lies. There were  
8 additional misrepresentations about Defendants’ experience as well.

8 **FALSE STATEMENTS**

- 9 • On April 22, 2014, Defendants sought to allay Front Sight’s concerns, stating “**I trust**  
10 **that I was able to dispel your doubts about the EB5 program** that were engendered by  
11 your dinnertime conversation with the East Indian gentleman the other night who was  
12 having problems finding investors and getting USCIS approvals for his project. Indeed,  
13 **our own experience** and published statistics **confirm that EB5 just continues to grow.**  
As discussed, I suspect your dinner companion simply has put together a harebrained  
14 project that is failing to attract both EB5 investors and USCIS buy-in when the I-526s  
15 come up for approval.” (See e-mail correspondence dated April 22, 2014, attached hereto  
16 as Exhibit 9 (emphasis added).)
- 17 • On June 26, 2014, Front Sight’s Chief Operating Officer, Mike Meacher, e-mailed  
18 Defendant Dziubla and asked: “Can you give me a summary of your selling success on  
19 the **San Diego EB-5 fundraising?** How many investors have put up their \$500,000 and  
20 how many have been accepted by USCIS? **I am trying to get an idea of how long it is**  
21 **taking for you to raise the capital for this project...**” (Evid. Hrg. Exhibit 9, at 0036-  
22 37 (emphasis added).) In response, Dziubla (copying Fleming) responded: [W]e had  
23 **many millions of dollars in escrow with another 95 investors (\$47.5 m) slated to fund**  
24 **by September 30.**” (Evid. Hrg. Exhibit 9, at 0037 (emphasis added).)
- On July 28, 2015, in an exchange with Front Sight over marketing-and-travel financing,  
Defendants stated, “We have worked ceaselessly getting to this stage where we have  
USCIS approval for the Front Sight project and can begin the marketing efforts but are  
now being told that Front Sight doesn’t want to pay for it. **This really is our area of**  
**expertise and we know how to do it.**” (See Exhibit 7, at FS 07295-07296 (emphasis  
added).)
- In an update by Dziubla to Front Sight on January 27, 2016, Dziubla represented that  
they were in talks with many new agents and gave a brief recitation of their alleged  
qualifications. Dziubla described the fourth agent as “an old Chinese friend of mine who  
is connected at the very top levels of the Chinese government...,” and implied that this

1 old friend could convince a Chinese government agency to “bring 200-500 investors  
2 very quickly and bring thousands of investors over the next few years.” (Evid. Hrg.  
3 Exhibit 15, at 0060 (emphasis added).)

- 4
- 5
- 6
- 7
- On May 12, 2016, Defendants Dziubla and Fleming sent an e-mail to Front Sight setting forth three “choices” it claimed Front Sight must choose from: (1) “[c]all it a day, shake hands, and part ways as friends,” meaning that Defendants would keep the hundreds of thousands of dollars Front Sight had already paid Defendants with nothing of substance in return, (2) restructure the capital stack, including restructuring the capital stack, and (3) selling the regional center – which Front Sight had already paid \$277,000 for – to Front Sight. (Evid. Hrg. Exhibit 53.) In setting forth these “options,” including during a meeting in Oakland, California on May 18, 2016, Defendants did nothing to correct all of the prior misrepresentations about Defendants’ experience and/or abilities.

8 **THE TRUTH: DEFENDANTS HAD NO EXPERIENCE RAISING EB-5 FUNDS.**

- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3, 2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
  - Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and Fleming’s first project.
  - Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
  - Defendants have never sourced an investor from Asia. (November 20, 2019 Evid. Hrg. Tr., p. 95, l. 15.)
  - Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the year before the April 7, 2012 e-mail, Dziubla and Fleming failed to inform Front Sight that NONE of those transactions involved EB-5 financing. Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p. 38.)
  - Defendants do NOT have an expansive network of relationships. To the contrary, Defendants were working to retain an agent for Ukraine and Russia in September 2015. (Evid. Hrg. Exhibit 44, at Contracts (2)00062-63.) Defendants did not retain Mayflower Business Consulting, Co. Ltd. until October 2015. (Evid. Hrg. Exhibit 44, at Contracts (2)00052.) Around that same time, Defendants retained Williams Global Law, PLLC to assist with creating a network in China and Brazil. (June 3, 2019 Evid. Hrg. Tr., p. 112, l. 21 – p. 113, l. 15; p. 118, l. 16 – p. 120, l. 5; Evid. Hrg. Exhibit 46, at (EB5ICA)00169-00177.) All of that occurred after USCIS approval in June 2015. Likewise, in January 2016, Defendants retained Ethan Devine as an independent contractor to conduct business development for Defendants’ projects, attempt to cultivate a network of agents

1 to obtain investors for Plaintiff's project, and assist in various aspects of Defendants'  
2 other projects. (Evid. Hrg. Exhibit 44, at Contracts (2)00046.)

- 3 • The parties agree Defendants only loaned \$6.3 million – Dziubla and Fleming's "old  
4 Chinese friend" failed to provide the promised "200-500 investors very quickly."

4 b. **Defendants' lied about the amount of money they could raise:**

5 **FALSE STATEMENTS**

- 6 • On November 18, 2013, Dziubla sent a an email, and copied Fleming, saying, "we  
7 understand that Front Sight wants the \$75m EB5 raise done on an 'all or none'  
8 basis, i.e. all \$75m gets raised . . . before any disbursement to the Developer [Front  
9 Sight]." (See e-mail correspondence dated November 18, 2013, attached hereto as  
10 **Exhibit 10** (emphasis added).)
- 11 • On May 13, 2014, EB5IA sent a letter to then-Senator Dean Heller's office, thanking his  
12 Legislative Director "for making time to discuss the \$75,000,000 expansion project for  
13 the Front Sight Firearms Training Institute in Pahrump, NV." (See e-mail  
14 correspondence dated May 13, 2014, attached hereto as **Exhibit 11**, at FS 02658  
15 (emphasis added).)
- 16 • On June 26, 2014, Front Sight's Chief Operating Officer, Mike Meacher, e-mailed  
17 Defendant Dziubla and asked: "Can you give me a summary of your selling success on  
18 the San Diego EB-5 fundraising? How many investors have put up their \$500,000 and  
19 how many have been accepted by USCIS? I am trying to get an idea of how long it is  
20 taking for you to raise the capital for this project..." (Evid. Hrg. Exhibit 9, at 0036-  
21 37 (emphasis added).) In response, Dziubla (copying Fleming) responded that they had a  
22 very big advantage of pre-approval by USCIS, representing that: "We anticipate that  
23 once we start the roadshows...we should have the first tranche of \$25m into escrow and  
24 ready for disbursement to the project...within 4-5 months." (Evid. Hrg. Exhibit 9, at  
0037 (emphasis added).)
- Defendants' response letter to USCIS, dated May 18, 2015, explained that "\$75 million  
will be funded with EB5 investor funds..." (See e-mail correspondence dated May 19,  
2015, attached hereto as **Exhibit 12**, at FS 03616 (emphasis added).)
- On August 22, 2014, Dziubla sent an EB5IC email describing the loan as "the \$75  
million they [Sinowel] will be raising from their clients." (See e-mail correspondence  
dated August 28, 2014, attached hereto as **Exhibit 13**, at FS 02811-02813 (emphasis  
added).)
- Defendants' letter dated January 23, 2015 to USCIS described the loan as being for \$75  
million. (See correspondence dated January 23, 2015, attached hereto as **Exhibit 14**, at  
FS 03006-03007 (emphasis added).)

- 1 • On July 29, 2015, Dziubla sent an email delivering a memo dated July 29, 2015, to Front  
2 Sight describing the loan as being "the \$75m." (See e-mail correspondence dated July  
29, 2015, attached hereto as **Exhibit 15**, at FS 03702 (emphasis added).)
- 3 • On June 30, 2015, Fleming, on behalf of Defendants, described the loan to Front Sight,  
4 stating in a letter to then-Senator Dean Heller that "we will be raising \$75,000,000 in  
foreign investor funds." (See correspondence dated June 30, 2015, attached hereto as  
5 **Exhibit 16** (emphasis added).)
- 6 • On August 4, 2015, Dziubla sent an EB5IC email referring to "the \$75m that we are  
going to raise for Front Sight..." (Evid. Hrg. Exhibit 11, at 0047; Exhibit 18, at 0072  
7 (emphasis added).)
- 8 • On August 11, 2015, Defendants promised "most assuredly to have the minimum raise  
of \$25m (50 investors) subscribed by Thanksgiving." (Evid. Hrg. Exhibit 11, at 0044  
9 (emphasis added).)
- 10 • On December 16, 2015, Defendants represented that they "may still be able to achieve  
the minimum raise of \$25m by January 31...." (Evid. Hrg. Exhibit 13, at 0052.)
- 11 • On January 4, 2016, Mike Meacher had clearly been led to believe a first disbursement  
12 was imminent. He asked Dziubla: Please give me an update on the status of investors so  
we can plan on a timeline for the initial distribution." (Evid. Hrg. Exhibit 14, at 0056.)  
13 Dziubla stated: "The minimum raise for the Front Sight project is \$25m. At \$500k  
per investor, that requires 50 investors only. Once we have the \$25m in escrow and the  
14 loan documents have been signed (presumably within the next few days), we will  
disburse 75% of that to you." (Evid. Hrg. Exhibit 14, at 0056 (emphasis added).)
- 15 • In an e-mail string between January 27 and 31, 2016, Dziubla represented that Ethan  
16 Devine, who was starting with Defendants on February 1, 2016, had raised \$30 million  
in EB-5 financing in just four months. (Evid. Hrg. Exhibit 15, at 0060 (emphasis  
17 added).)
- 18 • On May 5, 2016, Defendant Fleming also used his EB5IC email to adopt the notion that  
the EB-5 fundraiser would be for \$75 million by delivering marketing materials (as a PDF  
19 attachment to the email to Front Sight) stating that "Las Vegas Development Fund LLC  
(‘Fund’) will raise \$75 million USD in EB-5 Funding" and "Fund will lend the \$75  
million (‘Loan’) to the Developer for a 5-year term (subject to a two year extension)."  
20 (See e-mail correspondence dated May 5, 2016, attached hereto as **Exhibit 17**, at FS  
04587, 04589, 04611 (emphasis added).)
- 21 • On May 12, 2016, Defendants Dziubla and Fleming sent an e-mail to Front Sight setting  
22 forth three "choices" it claimed Front Sight must choose from: (1) "[c]all it a day, shake  
hands, and part ways as friends," meaning that Defendants would keep the hundreds of  
23 thousands of dollars Front Sight had already paid Defendants with nothing of substance  
in return, (2) restructure the capital stack, including restructuring the capital stack, and (3)  
24

1 selling the regional center – which Front Sight had already paid \$277,000 for – to Front  
2 Sight. (Evid. Hrg. Exhibit 53.)

3 **THE TRUTH: DEFENDANTS HAD NO EXPERIENCE RAISING EB-5 FUNDS AND**  
4 **DID NOT EVEN COME CLOSE TO RAISING THE PROMISED \$150 MILLION, \$75**  
5 **MILLION, OR \$50 MILLION.**

- 6 • Defendant Fleming had no experience with EB-5 lending prior to joining EB5IA. (June 3,  
7 2019 Evid. Hrg. Tr., p. 26; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
- 8 • Defendant Dziubla testified that “This was our first direct project [in EB-5 lending].”  
9 (June 3, 2019 Evid. Hrg. Tr., p. 38.) Dziubla confirmed a second time that it was his and  
10 Fleming’s first project.
- 11 • Defendant Dziubla clarified his testimony a little, stating that besides the Front Sight  
12 Project and the single project at Baker & McKenzie in 1990, Dziubla had no experience  
13 in EB-5 lending. (June 3, 2019 Evid. Hrg. Tr., p. 39.)
- 14 • It is undisputed that Defendants only provided Front Sight \$6.3 million.
- 15 • Defendants claim to have raised an additional \$1.5 million to \$2 million but concealed  
16 from Front Sight that they had received the funds. Then, when Front Sight learned of the  
17 funds, Defendants refused to provide those funds to Front Sight despite the absence of  
18 any breaches at the time the money came in. (June 3, 2019 Evid. Hrg. Tr., p. 156, l. 2 –  
19 p. 158, l. 13.)
- 20 • Despite the claims of handling \$10 billion worth of transactions and 8 transactions in the  
21 year before the April 7, 2012 e-mail, Dziubla and Fleming failed to inform Front Sight  
22 that NONE of those transactions involved EB-5 financing. Defendant Dziubla testified  
23 that “This was our first direct project [in EB-5 lending].” (June 3, 2019 Evid. Hrg. Tr., p.  
24 38.)
- Despite their repeated representations of how much they would raise, Dziubla and  
Fleming had “no idea” how much money they would really be able to raise. (June 3,  
2019 Evid. Hrg. Tr., p. 169.)
- Defendants still did NOT disclose that they accounted for exactly \$0 of the \$1.2 billion  
raised through EB-5 in Q1 in 2012 was raised by Defendants. (June 3, 2019 Evid. Hrg.  
Tr., p. 63, l. 15 – p. 64, l. 9.)
- In setting forth these “options” in the May 12, 2016 e-mail and later during a meeting in  
Oakland, California on May 18, 2016, Defendants did nothing to correct all of the prior  
misrepresentations about Defendants’ experience and/or abilities. And then Defendants  
promised that if Front Sight agreed to change the capital stack and remove the minimum  
raise, Defendants would be able to fund the project. (September 20, 2019 Evid. Hrg. Tr.,  
p. 124.)

- 1 • Dr. Piazza told Dziubla before Dziubla's assurances that he could raise the full \$75  
2 million: "Look, I don't want to get half pregnant here. . . . I don't want to do this until  
3 you have \$25 million to drop into our account so we can move this project forward and  
4 that you're confident that you can do the other 25 [million dollars] and the other 25  
5 [million dollars]. Because it was a \$75 million deal."
- 6 • Front Sight's expert witness, Catherine Holmes, Esq., opined, "The Engagement  
7 Agreement (Exhibit 5 of the Declaration) contains an estimated timeline showing that  
8 \$75 million in EB-5 financing would be raised between 4 months from the earliest  
9 expected approval of the regional center and 6 months from the latest expected approval  
10 of the regional center. Those estimates wildly misrepresented the normal time  
11 necessary to raise \$75 million in EB-5 financing. In 2013, only the very largest and  
12 most experienced regional centers could raise that much in EB-5 financing, based  
13 upon their track record of prior successful EB-5 financings. Most new regional  
14 centers either failed to raise any financing at all or would start with very small offerings  
15 (\$5 million to \$10 million) and gradually raise larger EB-5 financings as they become  
16 known in the EB-5 financing market. Even for well-known regional center operators, it is  
17 not unusual for an EB-5 financing, even one sponsored by an experienced EB-5 sponsor,  
18 to take a year or more before it gains acceptance in the EB-5 financing market." (See  
19 **Exhibit 4**, at p. 2, ¶ 5.)
- 20 • Ms. Holmes' expert report directly addressed the representations that Defendants could  
21 raise \$25 million in a few months, stating, "This assurance that it would take only 4 to 5  
22 months to raise \$25,000,000 in EB-5 financing again substantially overstates the ability  
23 of a new regional center to raise EB-5 financing." (See **Exhibit 4**, at p. 2, ¶ 6.)
- 24 • Regarding the August 11, 2015 promise to raise \$25 million "by Thanksgiving" of 2015,  
Ms. Holmes stated: "This is yet another indication that Dziubla mislead Plaintiff into  
believing that it was possible to raise that amount of EB-5 financing within 4  
months." (See **Exhibit 4**, at p. 3, ¶ 7 (emphasis added).)
- Addressing Dziubla's fabricated excuse for the slow sales, Ms. Holmes explained by the  
excuse was false: "If Dziubla had any knowledge of the EB-5 markets, he would  
have known that 2015 was a year of very high market demand, and his statements  
that the market had slowed in 2015 were deliberately misleading." (See **Exhibit 4**, at  
p. 3, ¶ 8 (emphasis added).)

c. **Defendants' lied about not getting paid until they were successful:**

**FALSE STATEMENTS**

- On August 7, 2015, long before money was loaned to Front Sight and without any documentation to justify the demand, Dziubla instructed Mike Meacher to deposit \$43,500 into the bank account of EB5IA to cover "marketing fees," translation costs, and escrow costs. (Evid. Hrg. Exhibit 11, at 0045 (emphasis added).)



- 1
- 2 • On August 10, 2015, Dziubla's demand for money increased by \$10,000 to \$53,500. (Evid. Hrg. Exhibit 11, at 0045 (emphasis added).)
  - 3 • On August 11, 2015, Dziubla e-mailed Mike Meacher: "We look forward to having the \$53.5k deposited into our Wells Fargo account tomorrow." (Evid. Hrg. Exhibit 11, at 4 0044 (emphasis added).)

5 **THE TRUTH: DEFENDANTS COMPENSATED THEMSELVED USING MONEY**  
6 **FRONT SIGHT PAID FOR MARKETING SERVICES.**

- 7
- 8 • Defendant Dziubla destroyed the financial documents of Defendant EB5IA; according to him that was pursuant to a "document retention policy" that he claims allowed him to destroy the records. (June 3, 2019 Evid. Hrg. Tr., p. 48, l. 12 – p. 49, l. 20.)
  - 9 • Defendant Fleming testified that no such policy existed to destroy Defendant EB5IA's documents, and rather, testified that they kept excellent records. (November 20, 2019 Evid. Hrg. Tr., p. 36, l. 4 – p. 37, l. 23.)
  - 10 • After the Court ordered an accounting of EB5IA's use of Front Sight's funds, Defendants EB5IA and Dziubla provided some documents. The deficient records Defendants Dziubla and EB5IA provided showed Dziubla and Fleming paid themselves out of Front Sight's funds, contrary to their representations. (See **Exhibit 6**, at p. 6, ¶ 8.)
  - 11 • Defendant Dziubla admitted that Front Sight paid \$20,000 specifically for an economic study, that a professor named Sean Flynn received a 20% interest in the regional center for producing the report, and that Dziubla spent the \$20,000 on "operating expenses" instead of paying it to Sean Flynn. Defendant Dziubla did not disclose to Front Sight that he kept the money for "operating expenses." (June 3, 2019 Evid. Hrg. Tr., p. 35, l. 11 – 12 p. 38, l. 17.)
  - 13 • Defendants' representation that "our direct out-of-pocket cost to do an EB-5 raise is typically \$300k (paid upfront), as we need to engage a number of providers immediately 14 as well as conduct an international roadshow," had no basis, as Defendants Dziubla and Fleming had no experience with EB-5 lending. (See Evid. Hrg. Exhibit 3, at 0007; June 15 3, 2019 Evid. Hrg. Tr., pp. 26, 38-39; November 20, 2019 Evid. Hrg. Tr., p. 9, ls. 3-21.)
  - 16 • Front Sight's expert witness, Catherine Holmes, Esq., contradicts this by stating that the \$300,000 Defendants represented to Front Sight is "a substantially inflated estimate of direct-out-of-pocket costs, and that it is not customary for an amount this large to be paid 17 up front. I believe that this estimate was a misrepresentation of the true costs of an EB-5 offering intended to mislead the Plaintiff into paying substantially more upfront than it 18 would pay to a legitimate EB-5 funding provider." (See **Exhibit 4**, at p. 1, ¶ 2 (emphasis added).) 19
- 20
- 21
- 22
- 23
- 24

- 1 • The February 14, 2013 Engagement Letter contained language regarding the  
2 establishment of a Regional Center. Ms. Holmes' expert report states, in part, "The  
3 establishment of a regional center is a highly unusual provision in an engagement letter to  
4 provide EB-5 financing to a third party, and the cost of establishment of the regional  
5 center is, in my experience, always paid for by the owner of the regional center, not  
6 the party seeking financing. These provisions indicate that EB5IA mislead the  
7 Plaintiff into believing that this was a normal part of an EB-5 financing, which it  
8 was not." (See Exhibit 4, at pp. 1-2, ¶ 3 (emphasis added).)
- 9 • On July 28, 2015, in an exchange with Front Sight over marketing-and-travel financing,  
10 Defendants stated, "We have worked ceaselessly getting to this stage where we have  
11 USCIS approval for the Front Sight project and can begin the marketing efforts but are  
12 now being told that Front Sight doesn't want to pay for it. This really is our area of  
13 expertise and we know how to do it." (See Exhibit 7, at FS 07295-07296 (emphasis  
14 added).)
- 15 • On Wednesday, May 18, 2016, Defendants Dziubla and Fleming met with Dr. Piazza and  
16 Mike Meacher in Oakland. (Evid. Hrg. Exhibit 53; September 20, 2019 Evid. Hrg. Tr., p.  
17 120.) Defendants claimed they were "broke" and demanded Front Sight pay \$8,000 per  
18 month or they were done. (September 20, 2019 Evid. Hrg. Tr., p. 110, 120.)

19 d. Defendants' lied about the amount of time it would take to raise the  
20 money:

21 **FALSE STATEMENTS**

- 22 • June 29, 2014: "once we start the roadshows for the Front Sight project, ...we should have  
23 the first tranche of \$25m into escrow and ready for disbursement to the project (at the  
24 75% level, i.e. \$18.75m, as discussed) within 4 – 5 months." (Evid. Hrg. Exhibit 9, at  
FS 0036 (emphasis added).)<sup>3</sup>
- August 11, 2015: "Front Sight is the ONLY EB5 project we are handling and of course  
receives our full and diligent attention. Our goal is most assuredly to have the  
minimum raise of \$25m (50 investors) subscribed by Thanksgiving." (Evid. Hrg.  
Exhibit 11, at 0044 (emphasis added).)
- October 16, 2015: "We certainly are aiming to achieve the \$25 [million] minimum raise  
by 12/31, but it may go to Jan. 15." (See e-mail correspondence dated October 16,  
2015, attached hereto as **Exhibit 18**, at FS 08064 (emphasis added).)
- December 16, 2015: Mr. Meacher inquired: Should we be concerned about the slow  
sales? In prior communications you indicated your belief that we could generate

<sup>3</sup> This was followed up with a payment from Front Sight in the amount of \$57,730.00 made on or around May 5, 2014. (See Evid. Hrg. Exhibit 43, at TPL(1)00003, WF(2014)00036.)

1 sufficient investors for the first distribution by end of the year or January.” Dziubla  
2 responded: “With regard to the timeline, we may still be able to achieve the minimum  
3 raise of \$25m by January 31 and thereupon begin disbursing the construction loan  
4 proceeds to you, but a more realistic date might be February 8. Why that date you  
5 ask? Because the Christmas holidays and January 1st new year holiday are rather  
6 insignificant in China and, importantly, February 8 is the start of the Chinese New Year.  
Chinese people like to conclude their major business decisions before the start of that 2 –  
3 week holiday period, so we expect to see interest in the FS project growing rapidly over  
the next couple of weeks with interested investors getting their source and path of funds  
verification completed in January so that they can make the investment by February 8.”  
(Evid. Hrg. Exhibit 13, at 0052 (emphasis added).)

- 7 • On January 4, 2016, Dziubla stated: “We are pushing our agents hard to have 50  
8 investors into escrow by February 29. Once we have the 50 investors into escrow with  
9 the Minimum Raise achieved, we will disburse the initial \$18.75m to you and then  
10 continue with the fundraising, which is likely to accelerate since it has a snowball type  
11 of effect. As the funds continue to come into escrow, we will continually disburse  
12 them to you.” (Evid. Hrg. Exhibit 14, at 0056 (emphasis added).)
- 13 • Still in the January 4, 2016 e-mail, Dziubla represented: “Given that the current EB-5  
14 legislation expires on September 30, 2016, at which time the minimum investment  
15 amount will most likely increase to \$800k, we highly anticipate that we will have raised  
16 the full \$75m by then.” (Evid. Hrg. Exhibit 14, at 0056 (emphasis added).)
- 17 • On January 26, 2016, Mr. Meacher e-mailed Dziubla requesting an update and stating:  
18 “Sales seem very slow for being into the selling effort seriously for 4-5 months.” In an e-  
19 mail string between January 27 and 31, 2016, Dziubla represented that Ethan Devine,  
20 who was starting with Defendants on February 1, 2016, had raised \$30 million in EB-5  
21 financing in just four months. (Evid. Hrg. Exhibit 15, at 0060-61 (emphasis added).)  
22 This left Front Sight believing Defendants might be able to raise the \$25 million  
23 minimum raise quickly.
- 24 • On January 27, 2016, Dziubla stated: “We, like you, are frustrated and annoyed with the  
slow sales pace. Therefore, we are in the process of signing up four new agents and are  
interviewing tomorrow a potential new hire for our company to act as a dedicated sales  
manager.” (Evid. Hrg. Exhibit 15, at 0059 (emphasis added).)
- In setting forth the “options” in the May 12, 2016 e-mail and later during a meeting in  
Oakland, California on May 18, 2016, Defendants did nothing to correct all of the prior  
misrepresentations about Defendants’ experience and/or abilities. And then Defendants  
promised that if Front Sight agreed to change the capital stack and remove the minimum  
raise, Defendants would be able to fund the project. (September 20, 2019 Evid. Hrg. Tr.,  
p. 124.)

///

1  
2 **THE TRUTH: DEFENDANTS STILL HAVE NOT EVEN COME CLOSE TO RAISING  
THE MONEY THEY PROMISED TO RAISE.**

- 3 • It is undisputed that Defendants provided Front Sight with only \$6.3 million.
- 4 • Defendants always had a convenient excuse why it was not their fault they could not raise  
5 the money. (September 20, 2019 Evid. Hrg. Tr., p. 124-126.)
- 6 • Front Sight's expert witness, Catherine Holmes, Esq., opined, "The Engagement  
7 Agreement (Exhibit 5 of the Declaration) contains an estimated timeline showing that  
8 \$75 million in EB-5 financing would be raised between 4 months from the earliest  
9 expected approval of the regional center and 6 months from the latest expected approval  
10 of the regional center. Those estimates wildly misrepresented the normal time  
11 necessary to raise \$75 million in EB-5 financing. In 2013, only the very largest and  
12 most experienced regional centers could raise that much in EB-5 financing, based  
13 upon their track record of prior successful EB-5 financings. Most new regional  
14 centers either failed to raise any financing at all or would start with very small offerings  
15 (\$5 million to \$10 million) and gradually raise larger EB-5 financings as they become  
16 known in the EB-5 financing market. Even for well-known regional center operators, it is  
17 not unusual for an EB-5 financing, even one sponsored by an experienced EB-5 sponsor,  
18 to take a year or more before it gains acceptance in the EB-5 financing market." (See  
19 Exhibit 4, at p. 2, ¶ 5.)
- 20 • Ms. Holmes' expert report also noted, "EB5IA could have entered into an agreement with  
21 one of several regional centers that were already approved to be sponsor projects..., but  
22 for unexplained reasons, **EB5IA chose not to enter into an agreement with an existing  
23 regional center, and instead to file a regional center application that would require  
24 it to delay marketing for over a year.**" (See Exhibit 4, at p. 2, ¶ 4 (emphasis added).)
- Ms. Holmes' expert report directly addressed the representations that Defendants could  
raise \$25 million in a few months, stating, "This assurance that it would take only 4 to 5  
months to raise \$25,000,000 in EB-5 financing again substantially overstates the ability  
of a new regional center to raise EB-5 financing." (See Exhibit 4, at p. 2, ¶ 6.)
- Regarding the August 11, 2015 promise to raise \$25 million "by Thanksgiving" of 2015,  
Ms. Holmes stated: "**This is yet another indication that Dziubla mislead Plaintiff into  
believing that it was possible to raise that amount of EB-5 financing within 4  
months.**" (See Exhibit 4, at p. 3, ¶ 7 (emphasis added).)
- Addressing Dziubla's fabricated excuse for the slow sales, Ms. Holmes explained by the  
excuse was false: "If Dziubla had any knowledge of the EB-5 markets, he would  
have known that 2015 was a year of very high market demand, and his statements  
that the market had slowed in 2015 were deliberately misleading." (See Exhibit 4, at  
p. 3, ¶ 8 (emphasis added).)

- 1 • Regarding the December 16, 2015 e-mail, Ms. Holmes stated: “This shows that Dziubla  
2 was continuing to misrepresent to Plaintiff that there was a possibility that at least  
3 \$25,000,000 would be raised by February 8, 2016.” (See Exhibit 4, at p. 3, ¶ 9  
4 (emphasis added).)

5 e. Defendants repeatedly and persistently concealed the true status of  
6 the EB-5 fundraise from Front Sight:

7 **FALSE STATEMENTS**

- 8 • On August 5, 2015, Mike Meacher and Dr. Piazza requested a telephone conference with  
9 the “two Sinowel principals” to discuss the project. On August 5, 2015, Dziubla  
10 responded and declined to allow Front Sight’s representatives to speak to the agents  
11 Defendants alleged were raising EB-5 funds in China for Front Sight’s project. (Evid.  
12 Hrg. Exhibit 11, at 0046-47.)
- 13 • In an e-mail dated March 1, 2016, Mike Meacher sent an e-mail to Defendants outlining  
14 many misrepresentations Defendants had made regarding the status of the fundraising.  
15 That list includes 28 different representations about investors who were in the pipeline or  
16 prepare to imminently invest. On January 27, 2016, Dziubla stated: “We, like you, are  
17 frustrated and annoyed with the slow sales pace. Therefore, we are in the process of  
18 signing up four new agents and are interviewing tomorrow a potential new hire for our  
19 company to act as a dedicated sales manager.” (Evid. Hrg. Exhibit 16, at 0066-67.)

20 **THE TRUTH: DEFENDANTS KEPT FRONT SIGHT IN THE DARK.**

- 21 • On August 6, 2015, Front Sight requested “progress emails every couple of weeks as to  
22 brokers signed up in various countries and investors located and closed.” (Evid. Hrg.  
23 Exhibit 11, at 0046-47.)
- 24 • At no time prior to this litigation did Defendants let Front Sight know the truth about  
their lack of experience.
- In an e-mail dated May 12, 2016, Defendants stated that if Front Sight chose “option”  
number 1, the first thing they must do is “refund the EB5 money that is in escrow.”  
(Evid. Hrg. Exhibit 53.)
- In setting forth the “options” in the May 12, 2016 e-mail and later during a meeting in  
Oakland, California on May 18, 2016, Defendants did nothing to correct all of the prior  
misrepresentations about Defendants’ experience and/or abilities. And then Defendants  
promised that if Front Sight agreed to change the capital stack and remove the minimum  
raise, Defendants would be able to fund the project. (September 20, 2019 Evid. Hrg. Tr.,  
p. 124.)
- While Plaintiff and the Court assume there are indeed immigrant investors, Defendants  
have never proven such investors actually exist, including when any given investor

1 actually had placed funds in escrow. Plaintiff has repeatedly requested this information  
2 in discovery.

3 **3. Fraudulent Use of Front Sight's Funds by Defendants**

4 Defendants fraudulently used Front Sight's funds as well. These facts are essentially the  
5 same as those related to the claim for Conversion, as set forth below.

6 **B. FACTS RELATED TO CONVERSION**

7 The facts related to Conversion are undisputed. The parties do not materially dispute  
8 that Front Sight paid Defendants hundreds of thousands of dollars (Dr. Piazza testified Front  
9 Sight paid a total of approximately \$522,000) to create the regional center, market the project,  
10 and raise the money. (September 20, 2019 Evid. Hrg. Tr., pp. 116, 186.)

11 The Court will recall that it granted Front Sight's Motion for Accounting as to Defendant  
12 EB5IA. Defendant Dziubla admitted that he "tossed" Defendant EB5IA's financial records,  
13 apparently pursuant to some unwritten document retention policy. (June 3, 2019 Evid. Hrg. Tr.,  
14 p. 48, l. 15; November 20, 2019 Evid. Hrg. Tr., pp. 46-47.) Of course, Defendant Fleming  
15 contradicted that testimony entirely when he testified that he and Dziubla kept "excellent records  
16 of all funds and the records are complete.... We had excellent accounting." (November 20, 2019  
17 Evid. Hrg. Tr., p. 34, ls. 20-22.) Later, Defendant Fleming testified that they "kept very good  
18 records on all expenditures" related to Defendant EB5IA. (November 20, 2019 Evid. Hrg. Tr., p.  
19 36, ls. 6-7.)

20 Nevertheless, the documentation provided by Defendants EB5IA and Dziubla is not a  
21 proper accounting. Nevertheless, it is undisputed that Defendants Dziubla, Fleming, and EB5IA  
22 have converted Front Sight's funds. Even the printed copies of what Defendants allege are  
23 QuickBooks records are suspect, and Defendants have refused to provide the electronic backup  
24 for verification.

1 Plaintiff has hired Douglas S. Winters, CPA, as an expert witness and forensic  
2 accountant. Although, Mr. Winters is not able to complete his analysis of how Defendants,  
3 including EB5IA, Fleming, and Dziubla, spent Front Sight's money, the partial documents  
4 provided by Defendants show they converted Front Sight's property. Mr. Winters notes that  
5 EB5IA has not produced the following:

- 6 - An electronic copy of its Quick Books accounting records;
- 7 - Balance sheets;
- 8 - General ledger reports;
- 9 - Cash receipts or disbursement journals;
- 10 - All cancelled checks;
- 11 - Deposit slips;
- 12 - Expense reports or expense reimbursement requests with supporting  
13 documentation;
- 14 - Invoices, receipts, statements, or other documents customarily maintained  
15 as support for cash receipts and disbursements.

16 (See Exhibit 6, at pp. 2-3.) Mr. Winters goes on to provide an analysis of Dziubla's April 3,  
17 2019 Declaration and the accompanying Quickbooks. He noted the following (using the same  
18 paragraph numbers as Defendant Dziubla used in his April 3, 2019 Declaration about the alleged  
19 QuickBooks records):

- 20 4. Budget: Mr. Dziubla declares "The Budget contemplated that Plaintiff  
21 Front Sight would pay EB5IA a total of \$277,230 to develop, structure and  
22 implement an EB5 financing platform." The \$277,230 Budget includes  
23 both the fee that Front Sight agreed to pay and the estimated expenses.  
24 The Budget was not a set amount that Front Sight owed EB5IA.
6. Exhibit B is list of funds that EB5IA received from Plaintiff totaling  
\$336,730. Mr. Dziubla references the Wells Fargo ("WF") bank  
statements that were produced. I compared Exhibit B with the WF  
statements and found that the second item on Exhibit B, a deposit dated  
December 2, 2013 in the amount of \$24,500 is not on the WF statements.  
The EB5IA production of Wells Fargo ("WF") statements begins with  
WF(2013)00001 which covers December 1 to December 31, 2013. It is  
possible that it was deposited into the account in November 2013 and  
entered into Quick Books in December 2013.

1           7.     Exhibit C is, according to the Declaration, purportedly “a transaction ledger  
2                     from Quickbooks.” I note that the pages lack headings or footings  
                   customarily found on Quick Books reports.

3                     Mr. Dziubla declared that the payments totaling \$359,826.95 are “the  
4                     expenses that were payable by the Plaintiff.”

5                     Following Exhibit D of Mr. Dziubla’s Declaration are copies of bills and  
6                     invoices as support of some of the amounts listed on Exhibit C. Attached  
7                     hereto as Schedule 1 is a list of 37 payments totaling \$113,650.73 from  
8                     Exhibit C for which I found supporting invoices. I have been unable to  
9                     find invoices or other documents as support for the other entries on  
10                    Exhibit C.

11                    As mentioned above, according to the February 14, 2013 agreement  
12                    between EB5IA and Front Sight, Front Sight was to pay of fee of \$36,000  
13                    plus reimburse EB5IA for expenses. Schedule A to the agreement states  
14                    “Borrower shall be responsible for payment of lender’s reasonable  
15                    expenses.”

16                    To support reimbursement of expenses, it is a well-established business  
17                    practice and custom to maintain and provide support for all reimbursable  
18                    expenses. Mr. Dziubla claims he has substantial business experience and  
19                    should be well familiar with customary expense documentation  
20                    requirements.

21                    (See **Exhibit 6**, at pp. 3-4.) With regard to Defendants EB5IA and Dziubla’s duty to retain  
22                    financial records for Defendant EB5IA, Mr. Winters also references IRS Publication 463, which  
23                    provides:

24                    “Documentary evidence ordinarily will be considered adequate if it shows the  
                   amount, date, place, and essential character of the expense.

                   For example, a hotel receipt is enough to support expenses for business travel if it  
                   has all of the following information.

                   The name and location of the hotel.

                   The dates you stayed there.

                   Separate amounts for charges such as lodging, meals, and telephone calls.

A restaurant receipt is enough to prove an expense for a business meal if it has all  
                   of the following information.



1 The name and location of the restaurant.

2 The number of people served.

3 The date and amount of the expense.

4 If a charge is made for items other than food and beverages, the receipt must show that this is the case.

5 Canceled check.

6 A canceled check, together with a bill from the payee, ordinarily establishes the cost. However, a canceled check by itself doesn't prove a business expense without other evidence to show that it was for a business purpose." (Emphasis in original.)

7 (See Exhibit 6, at pp. 4-5.)

8  
9 After a brief reference to Mr. Dziubla's evidentiary hearing testimony, Mr. Winters provides the following analysis:

10  
11 In my opinion, EB5IA has produced documents to support \$113,650.73 of expenses.

12  
13 I compared the entries on Exhibit C with the WF statements. Attached hereto as Schedule 2 is a list of over 700 entries totaling \$86,406.71 of withdrawals on the WF bank statements that were not listed on Exhibit C.

14  
15 8. **Exhibit D is a list of \$44,300 capital infusion. That bank deposits on Exhibit D also included on the last page of Exhibit C which shows that \$44,500 was deposited into WF and that \$76,850 was paid out, for a net decrease of \$32,550.**

16  
17 **The \$76,850 was paid to Kenworth Capital \$56,975; Legacy Realty Capital Inc. \$17,875; and Robert Dziubla \$2,000.**

18  
19 (See Exhibit 6, at p. 6 (emphasis added).)

20 Finally, Mr. Winters provided the following opinion:

21 EB5IA produced documentation for expenses totaling \$113,650.73. \$105,142.73 of that amount was paid out before October 6, 2016. Through that date Front Sight had paid EB5IA \$249,730. The Front Sight payments to EB5IA exceed the documented expenses by \$144,587.27 through October 6, 2016.

22  
23  
24

1 The accounting prepared by and produced by does not reconcile with the WF  
2 bank accounts. The EB5IA accounting of its disbursements on Exhibit C of Mr.  
3 Dziubla's accounting totals \$359,826.95. The total deposits and disbursements  
4 from the WF accounts total \$482,932.25. The EB5IA accounting of its  
disbursements differs from the WF bank activity by \$86,408.71 (see Statement  
1). The EB5IA accounting of deposits differs from the WF bank deposits by  
\$130,934.30.

5 It is my opinion that the EB5IA has failed 1) to provide a complete or accurate  
6 accounting, 2) to provide documentation for the expenses that it charged Front  
7 Sight, and 3) to maintain adequate receipts and other records to support its  
8 expenses.

9 (See Exhibit 6, at pp. 6-7 (emphasis added).)

10 As Mr. Winters pointed out, there is a significant question as to the authenticity of the  
11 QuickBooks records, as they do not actually appear to be normal QuickBooks records.  
12 Additionally, conspicuously absent from the allegedly "complete accounting" is a Balance Sheet.  
13 Finally, at the behest of Mr. Winters, Plaintiff requested the electronic backup to the QuickBooks  
14 records so that Plaintiff could verify the records. The following is the request and the response  
15 received from Defendant EB5IA:

16 **REQUEST NO. 97:**

17 Please provide an **electronic backup** copy of the QuickBooks attached to  
18 "Updated Declaration of Robert W. Dziubla Re – Accounting" signed on April 3,  
19 2019 (Exhibit 46 to the Evidentiary Hearing).

20 **RESPONSE TO REQUEST NO. 97:**

21 Responding Party objects to this Document Request on grounds that it is  
22 **vague and ambiguous as to "backup;"** it is **burdensome, oppressive** and only  
23 meant to harass Responding Party because it seeks documents that are already in  
24 possession of Requesting Party; and it purports to require Responding Party to  
disclose information that is a **trade secret, confidential, proprietary,  
commercially sensitive, or information that is protected by rights of privacy.**

(Defendant EB5IA's Responses to Plaintiff's Third Set of Requests for Production of  
Documents, attached hereto as Exhibit 19 (emphasis added).) The Court will note that these are  
essentially the same frivolous objections Defendants asserted as to each and every other Request

1 for Production of Documents that has been sent to Defendants. These contradictory objections --  
2 *i.e.*, has the information already been provided or will it not be provided because it is proprietary  
3 and confidential – are absurd. And the request is certainly not burdensome or oppressive.  
4 Defendant Dziubla should be able to provide that information immediately with the push of a  
5 button – unless of course he destroyed that evidence too!

6 At this point, Defendants cannot provide any evidence to refute the evidence that they  
7 converted Front Sight’s funds. Front sight is entitled to partial summary judgment on the issue  
8 of liability on its conversion claim. Front Sight will prove up its damages later.

9 **C. FACTS RELATED TO CIVIL CONSPIRACY**

10 It is undisputed that Defendants acted in concert to achieve their unlawful objective.  
11 Defendant Dziubla is or was the President and CEO of Defendants EB5IA, EB5IC, and LVDF.  
12 (June 3, 2019 Evid. Hrg. Tr., p. 26, l. 23 – p. 27, l. 8; p. 28, ls. 9-11.) During the relevant period  
13 related to this litigation, Defendant Fleming was an owner and an equal partner with Defendant  
14 Dziubla of Defendants LVDF, EB5IA and EB5IC. (November 20, 2019 Evid. Hrg. Tr., p. 15, l.  
15 20 – p. 16, l. 2; p. 26, ls. 16-22.) Defendants Dziubla and Fleming controlled the daily  
16 operations of the Entity Defendants; “[i]t was a two-person operation. (June 3, 2019 Evid. Hrg.  
17 Tr., p. 30, ls. 11-12.)

18 Defendant Stanwood’s involvement appears to be less significant, although Dziubla  
19 claimed that Defendant Stanwood “has been working informally with us for several years and is  
20 quite familiar with the EB5 business.” Defendant Dziubla stated that Stanwood “has been  
21 working with us on a formal and full time basis since January 1[, 2018].” (Evid. Hrg. Exhibit 1.)  
22 During the evidentiary hearing, Ms. Stanwood testified that she was senior vice president for  
23 Defendant LVDF. (July 23, 2019 Evid. Hrg. Tr., p. 19, ls. 5-23.) Ms. Stanwood further testified

24

1 she had no involvement with Defendant EB5IA and did not engage in any marketing of the Front  
2 Sight project. (July 23, 2019 Evid. Hrg. Tr., p. 21, ls. 8-15.) Defendant Stanwood is still listed  
3 as Senior Vice President. (See printout of Defendant's webpage, attached hereto as **Exhibit 20**.)

4 As set forth above, Defendants Dziubla and Fleming worked in concert, individually and  
5 on behalf of the Entity Defendants, to achieve their individual, unlawful purposes. The facts set  
6 forth in the sections related to the fraud and conversions claims make this evident and are all  
7 relevant to this claim as well.

#### 8 **D. FACTS RELATED TO BREACH OF CONTRACT**

9 In addition to the rampant fraud that induced Front Sight into entering into the  
10 Construction Loan Agreement, Defendant LVDF, through Defendants Dziubla, Fleming, and  
11 Stanwood, has made every effort to thwart the Front Sight project and make it impossible for  
12 Front Sight to complete the project. Defendant Dziubla, on behalf of LVDF, has admitted the  
13 following blatant breaches of the Construction Loan Agreement:

- 14 1. Defendants never came close to raising the \$75 million promised. It is undisputed  
15 that Defendant LVDF has only loaned \$6.375 million. (June 3, 2019 Evid. Hrg.  
16 Tr., p. 157.)
- 17 2. Long before Front Sight's alleged default under the Construction Loan  
18 Agreement, Defendants stopped marketing the Front Sight Project.
  - 19 a. Between the end of 2017 and when Dziubla dissolved Defendant EB5IA, long  
20 before Defendants made their frivolous claims of breach, Defendants Dziubla,  
21 Fleming, EB5IA, and LVDF were not marketing the Front Sight project.  
22 (June 3, 2019 Evid. Hrg. Tr., p. 32, ls. 11-15). Defendants Dziubla and  
23 Stanwood, as representatives of Defendant LVDF, were supposed to be  
24

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

marketing the project.

b. Dziubla testified that Defendant LVDF took over the marketing of the Front Sight project when the Construction Loan Agreement was signed. (June 3, 2019 Evid. Hrg. Tr., p. 135, ls. 21-25). But again, Defendants were not marketing after 2017, even though they were receiving money from Front Sight specifically for marketing purposes.

c. Dziubla claimed that the engagement letter with EB5IA was extended on a "gentlemen's basis" before Defendant LVDF took over. (June 3, 2019 Evid. Hrg. Tr., p. 136).

d. But Fleming said the regional center took over the responsibility for marketing after the CLA was signed. (November 20, 2019 Evid. Hrg. Tr., p. 36, ls. 15-18.)

3. LVDF failed to comply with its contractual obligation to give 5-days' notice as to the \$1 million - \$2 million it is currently holding in escrow. The Construction Loan Agreement requires LVDF to "advise Borrower [Front Sight] within five (5) business days every time Lender [LVDF] has received a new EB-5 Investor's funds into the Escrow Account," clearing the way for Front Sight to request an Advance from LVDF. (Evid. Hrg. Exhibit 33, at § 3.1.)

a. Dziubla testified he held back \$1 million - \$2.0 million (2-4 investors) a month or longer before he even alleged Front Sight was in default. (June 3, 2019 Evid. Hrg. Tr., pp. 156-57).

b. Dziubla claimed he did not provide the money because of lack of information, and because Front Sight had not provided a draw request. Dziubla and LVDF

1 had never required a draw request before. (June 3, 2019 Evid. Hrg. Tr., p.  
2 157).

3 c. This failure to notify constituted a material breach of LVDF's obligations  
4 under the Construction Loan Agreement that resulted in \$1 million to \$2  
5 million less being loaned to Front Sight more than a year before the  
6 Completion Date pertaining to the Project as set forth in the Construction  
7 Loan Agreement.

8 4. Dziubla has admitted his purpose is to take over Front Sight's property and  
9 project, and then raise the money and complete the project himself – that is, he  
10 intends to raise the money he has failed to raise on Front Sight's behalf and  
11 having spent Front Sight's money purportedly to raise the money he has thus far  
12 failed to raise. (June 3, 2019 Evid. Hrg. Tr., p. 148, ls. 5-20.)

13 5. Dziubla has not facilitated the filing of the I-829 petitions by the immigrant  
14 investors. If Dziubla had truly been trying to help the immigrant investors and/or  
15 to protect their money, he would have honestly evaluated the Front Sight project,  
16 hired an economist who knew what he was doing, and advised the immigrant  
17 investors almost immediately that they should submit their I-829 petitions to the  
18 USCIS for approval.

19 a. Front Sight had already created plenty of jobs when the first money came in  
20 between October 2016 and June 30, 2017.

21 b. Each of those investors could have submitted their I-829 petitions long ago,  
22 had Dziubla so advised them. They failed to do so in order to allow  
23 Defendant LVDF – run by Dziubla – to collect \$36,000 per month in interest  
24

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

payments and to fund this litigation using Front Sight's own money. (June 3, 2019 Evid. Hrg. Tr., pp. 160-161.) And all of this while Dziubla and Defendant EB5IA were accepting marketing payments from Front Sight even though they had stopped marketing the project.

**E. FACTS RELATED TO BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

The facts set forth in Section D above (related to Breach of Contract) also apply here, and they are undisputed.

**F. FACTS RELATED TO NEGLIGENT MISREPRESENTATION**

The facts set forth above related to the fraud perpetrated upon Front Sight by Defendants apply here as well, but only in the event the Court finds the representations were unintentional and made without reasonable care.

**G. FACTS RELATED TO ALTER EGO CLAIMS**

Front Sight also seeks a ruling from this Court that the elements of alter ego have been met. The undisputed facts show that all three elements for the application of the alter ego doctrine are met:

1. The Entity Defendants are influenced and governed by Defendants Dziubla, Fleming, and Stanwood.
  - a. Dziubla is (or was) the President and CEO of all three Entity Defendants.
  - b. Until at least the end of 2017, Defendant Fleming was 50/50 partners with Defendant Dziubla and the Entity Defendants. (November 20, 2019 Evid. Hrg. Tr., pp. 16, 26.)
  - c. Dziubla and Fleming were the only officers before Fleming left at the end of 2017.

- 1 d. Dziubla described the Entity Defendants as a “two man operation” (although  
2 this is contrary to many of his fraudulent representations, which left the  
3 impression Dziubla and company had many resources). (June 3, 2019 Evid.  
4 Hrg. Tr., p. 30.)
- 5 e. According to Dziubla’s May 12 2018 e-mail, Stanwood worked on a “formal  
6 and full time basis” as the Senior Vice President of LVDF from January 1,  
7 2018 forward, and had worked with the Entity Defendants “informally for  
8 several years.” (Evid. Hrg. Exhibit 1.)
- 9 f. Ms. Stanwood softened that representation, essentially claiming she had done  
10 nothing in furtherance of this project, but acknowledged she was the Senior  
11 Vice President of LVDF. (July 23, 2019 Evid. Hrg. Tr., pp. 19, 21.)

12 2. There is a unity of interest and ownership that is inseparable.

- 13 a. Again, all three individual Defendants make up the only officers the Entity  
14 Defendants have.
- 15 b. The three individual Defendants are the only owners of the Entity Defendants.
- 16 c. While the three Entity Defendants allegedly had distinct roles in moving Front  
17 Sight’s project forward, Defendants used them interchangeably.
- 18 d. Many of the e-mails came from an EB5IC e-mail address.
- 19 e. Defendants Dziubla and Fleming paid themselves money out of Defendant  
20 EB5IA and LVDF at a minimum, based on the scant accounting provided by  
21 Defendants.
- 22 f. Dziubla admitted he received compensation from LVDF. (June 3, 2019 Evid.  
23 Hrg. Tr., p. 131; Exhibit 6, at p. 6.)  
24



1 g. As set forth in the Declaration of Ignatius Piazza submitted as Exhibit 1 to  
2 Plaintiff's Renewed Motion for Appointment of Receiver and for Accounting  
3 back on November 13, 2018, Defendants used the bank accounts of EB5IA  
4 and LVDF at least somewhat interchangeably.

5 h. And Defendants Dziubla and Fleming transferred money between the entities  
6 as well. Dziubla claims he and Fleming transferred \$44,300 from EB5IC to  
7 EB5IA – although Mr. Winters explained that they did so in order to pay  
8 themselves over \$78,000. (See **Exhibit 6**, at p. 6.)

9 3. Defendants extracted hundreds of thousands of dollars from Front Sight under  
10 false pretenses. The facts of this case, as set forth above, overwhelmingly show  
11 that adherence to the corporate fiction of a separate entity would sanction fraud or  
12 promote injustice.

13 Plaintiff Front Sight respectfully submits this Undisputed Statement of Facts for the  
14 Court's consideration in conjunction with its simultaneously-filed Motion for Partial Summary  
15 Judgment.

16 DATED this 17<sup>th</sup> day of January, 2020.

17 **ALDRICH LAW FIRM, LTD.**

18 /s/ John P. Aldrich  
19 John P. Aldrich, Esq.  
Nevada Bar No. 6877  
20 Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
7866 West Sahara Avenue  
21 Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
22 Facsimile: (702) 227-1975  
23 *Attorneys for Plaintiff/Counterdefendants*  
24

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 17<sup>th</sup> day of January, 2020, I caused the foregoing **STATEMENT OF UNDISPUTED FACTS** to be electronically filed and served with the Clerk of the Court using Wiznet which will send notification of such filing to the email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic Mail Notice List, to the following parties:

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

C. Keith Greer, Esq.  
16855 West Bernardo Drive, Suite 255  
San Diego, CA 92127

*Attorneys for Defendants/Counterclaimant*

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

# **EXHIBIT 1**

# **EXHIBIT 1**

# CONFIDENTIAL

**From:** Robert Ozubla  
**To:** "Mike Meagher"; "Jon Fleming"; "Jay Carter"; "Dave Keller"  
**Cc:** "Rennis Embley"  
**Subject:** RE: Front Sight - \$65m of EB-5 funding  
**Date:** Friday, September 28, 2012 10:33:18 AM  
**Attachments:** Steve Lashard  
Mariza McKee.vcf  
LW Approval letter.pdf

---

Dear Mike:

Please find below our response to your various questions.

## ADDITIONAL DUE DILIGENCE ITEMS OR CLARIFICATION ITEMS

- a. Please provide two or three references on recent EB-5 transactions where Empyrean West has successfully raised significant capital for these projects. We would like the contact information of the principals and authorization to contact them.

With regard to your request for references, we are pleased to provide the following. By way of background, Liberty West Regional Center was formally approved by USCIS on March 21, 2011, and since that time has funded two projects; we are currently working on a handful of other select projects totaling over \$250m of EB-5 debt financing.

1. Liberty West's first EB-5 funding was a \$21m raise for four transitional care facilities. All 42 Chinese investors were identified and had their funds deposited into escrow within 65 days of our going to market. The owners of the company are intensely private and, unfortunately, will not allow us to disclose any information about them or their company.
2. Liberty West's second project was a \$7m raise for Satori World Medical, a medical tourism company based in San Diego. Please feel free to contact the President & CEO, Steve Lash, whose v-card is attached.
3. Our SEC counsel for our EB-5 fundings is the national law firm of Kutak Rock. The attorney who handles the Liberty West work is Mariza McKee whose v-card is also attached. Liberty West is the only regional center that Kutak Rock will recommend.

- b. Confirmation that Empyrean West is an authorized USCIS-approved "Regional Center" for Nye County, Nevada where Front Sight is located.

Empyrean West itself is not a regional center. Liberty West Regional Center (LWRC) is the duly authorized entity, and its approval letter from USCIS is attached. LWRC is expecting to have USCIS approval for Clark County within 30 – 45 days, and we could easily amend our LWRC approval with USCIS to extend into Nye, with that amendment being processed in parallel with our doing the EB-5 raise. An alternative and / or supplement for consideration is this: We assume, and indeed recommend, that you establish an SPV (special purpose vehicle) for the resort development so as to have a corporate shield between your real estate assets and the firearms training business. That way your real estate assets are less at risk if there's an adverse event at the firearms training business and vice versa. Also, since the EB-5 loan will be secured by a first mortgage on the real

---

ES 01211

# CONFIDENTIAL

estate, your firearms training business would not be subject to that mortgage if the training business is a separate entity.

If this structure is amenable to you, then you could establish the registered and physical office for the SPV within Clark County and recruit your employees for the resort from Clark County as it seems likely that a large number of them will come from Clark County in all events. In this regard, please also bear in mind that the EB-5 job creation requirement is just for two years until the investors' green card becomes permanent. Hence, if this structure were cumbersome, you could then simply terminate it after two years.

- c. An extended summary of the marketing program to source EB-5 investors for Front Sight using Emoryean West contacts, Chinese, Vietnamese or other EB-5 brokers and Bob Dziubla's contacts. This summary is to convince Piazza that you, collectively, have the experience and contacts to locate the initial 130 EB-5 investors in a timely manner.

While we understand your desire to have this information, it is highly confidential and proprietary to us. We have spent many years and decades developing our important, trusted and long-term relationships in China, and we will not disclose them. As you probably know, personal relations are paramount in China and it takes a long, long time to become an "old friend" (*Lou pengyou*). I have been involved with China and Asia since I was 14 years old, which is when I began to study Chinese. I then did my BA at Northwestern in Asian Studies; my PhD work at the University of Chicago in Chinese politics; my LL.M (Masters of Law) in Asian Law at the University of Washington Law School; was a Senior Fulbright Fellow at the University of Kyoto, Faculty of Law, for two years; became an International Partner at Baker & McKenzie and then Jones Day specializing on Asia; and then set up my own law firm with offices in LA and NYC which I then expanded by acquiring the largest law firm in China with 8 offices and over 60 lawyers. I have spent over 15 years living in Asia, plus another 15 years working on Asian-based deals. I know China and Asia like the back of my hand.

Suffice it to say, that just one of our placement agents in China has had over 21,000 EB-5 visa applicants during the past several years. Additionally, the statistics alone speak for themselves: in the first quarter of 2012, \$1.2 billion of EB-5 money poured into the USA, and 70% of that was from China, which means that 2,400 Chinese investors put EB-5 money into the US during the first three months of 2012. Given this massive demand in China for EB-5 visas, sourcing 130 investors for a long-established and successful business that is implementing a well-conceived project such as the Front Sight resort should not be difficult.

- d. The capital request for out of pocket costs is substantial. After we have greater detail on the amounts payable to each of the line items, we would be willing to agree to those costs. We would prefer to be billed by the various subcontractors directly and we would pay these invoices in a timely manner. Please provide a itemization of these anticipated costs by contractor.

For a \$65m international fundraising in China and Asia, \$300k in direct expenses is *de minimis*, representing less than 1/2 of 1% of the loan amount. We have already told you in our letter of September 13 what the cost carriers are, and surely you can appreciate how expensive the SEC and

FS 01212

# CONFIDENTIAL

EB-5 lawyers are for a deal like this, as none of us can afford to make a mistake. Issuing a PPM that violates US securities laws would be disastrous and, similarly, submitting non-compliant business plans, I-525s, or economic impact analyses would be unacceptable. We have spent much time and effort assembling a top-notch team and, like the details and intricacies of our marketing operations in China, Vietnam and elsewhere, is highly confidential and proprietary to us. Also, based on a prior unfortunate experience, we do require that the \$300k (or at least 50%) be paid upfront, for we do not want to be put into the position where we have engaged all of our contractors (for whose expenses we are directly liable) and arranged an international roadshow across China, and then have the client refuse to pay the bills.

- e. In prior discussions and emails with Bob Dziuhia, he represented the success fee of such a capital raise using the EB-5 vehicle would be 2-3% of the funds raised. These fees are paid as money is released to Front Sight. Our future discussions with Piazza need to focus on negotiations in this previously presented range.

We will agree to a 3% origination fee for this transaction, and in return ask that we be given a right of first refusal on all future EB-5 raises that Front Sight might do.

- f. Since there is no recourse on this financing, and since the EB-5 investors will only have a first mortgage on the property, we would like greater understanding of any financial disclosure that would be required on behalf of Front Sight and to whom that would be distributed. As you know, Front Sight is privately held by one person and he does not want the Front Sight financial statements in the public domain.

As we explained in our September 13 letter, we will establish an SPV (an LLC to be precise) to act as lender to the project, and we will be the sole manager of that SPV. The Chinese investors will simply be unit-holders in the LLC and will not see any of the financial statements or other confidential information that you provide to us, all of which of course is covered by the NDA we already signed up, without your prior agreement.

It seems that this EB-5 program comes down to two issues: does the program as administered by the SPV created by Empryrean West comply with all USCIS requirements so the investors get their Visa and can your group source 130 such investors in an 8-12 month timeline.

The SPV-lender will be established, owned and managed by Kenworth Capital, Empryrean West and Legacy Realty Capital. Because we pay meticulous attention to choosing suitable EB-5 projects, working on just a few select projects, rigorously underwriting those projects before we go to market, and working with a long-time trusted team of partners in China and Asia, we have never failed to complete a raise nor had a foreign investor's EB-5 visa denied. In all events, please understand that for US Gov FY 2011 (ending 9/30/11) 83% of all EB5 investors received their permanent green cards. Thus it is pretty straightforward to get the green card and the failure rate is quite low.

Please let us know if you have any other questions.

Best regards,

FS 01213

# CONFIDENTIAL

Bob

---

**From:** Mike Meacher [mailto:mteacher@frontsight.com]  
**Sent:** Thursday, September 20, 2012 10:41 AM  
**To:** 'Robert Dziubla'; 'Jon Fleming'; 'Jay Carter'; 'Dave Keller'  
**Cc:** 'Dennis Bradley'  
**Subject:** Front Sight - \$65m of EB-5 funding

Bob, Jon, and Dave,

Thanks also for the courtesy of your time to visit Front Sight. We think that you would all have a better understanding of the value Front Sight provides if you were to take a class. Please consider this an invitation to Dave, Jay and Jon to come to Front Sight and take a 2 or 4 day handgun class with our compliments.

As I discussed briefly with Bob yesterday, Front Sight does have an interest to pursue EB-5 financing.

The order of events we envision is to gather some additional due diligence information for Ignatius Piazza, the owner of Front Sight. We will then present a summary of what we understand to Dr. Piazza and arrange a meeting with all parties.

Based on our discussion and Bob's email of September 13<sup>th</sup>, we have a list of items and clarification that appear below. Please provide or address each of these and then we can setup a meeting in California with Ignatius Piazza.

## ADDITIONAL DUE DILIGENCE ITEMS OR CLARIFICATION ITEMS

- Please provide two or three references on recent EB-5 transactions where Empyrean West has successfully raised significant capital for these projects. We would like the contact information of the principals and authorization to contact them.
- Confirmation that Empyrean West is an authorized USCIS-approved "Regional Center" for Nye County, Nevada where Front Sight is located.
- An extended summary of the marketing program to source EB-5 investors for Front Sight using Empyrean West contacts, Chinese, Vietnamese or other EB-5 brokers and Bob Dziubla's contacts. This summary is to convince Piazza that you, collectively, have the experience and contacts to locate the initial 130 EB-5 investors in a timely manner.
- The capital request for out of pocket costs is substantial. After we have greater detail on the amounts payable to each of the line items, we would be willing to agree to those costs. We would prefer to be billed by the various subcontractors directly and we would pay these invoices in a timely manner. Please provide a itemization of these anticipated costs by contractor.

FS 01214

# CONFIDENTIAL

- In prior discussions and emails with Bob Dziubla, he represented the success fee of such a capital raise using the EB-5 vehicle would be 2-3% of the funds raised. These fees are paid as money is released to Front Sight. Our future discussions with Piazza need to focus on negotiations in this previously presented range.
- Since there is no recourse on this financing, and since the EB-5 investors will only have a first mortgage on the property, we would like greater understanding of any financial disclosure that would be required on behalf of Front Sight and to whom that would be distributed. As you know, Front Sight is privately held by one person and he does not want the Front Sight financial statements in the public domain.

It seems that this EB-5 program comes down to two issues: does the program as administered by the SPV created by Empyrean West comply with all USCIS requirements so the investors get their Visa and can your group source 130 such investors in an 8-12 month timeline. Please make sure in your responses that these pivotal issues are fully addressed.

Thanks,

Mike  
[Meacher@frontsight.com](mailto:Meacher@frontsight.com)  
800-403-0422

---

**From:** Robert Dziubla [<mailto:rdziubla@kenworthcapital.com>]  
**Sent:** Thursday, September 13, 2012 11:15 AM  
**To:** Mike Meacher; Dennis Bradley  
**Cc:** FLYNN, SEAN; Dave Keller; Jay Carter; Jon Fleming  
**Subject:** Front Sight - \$65m of EB-5 funding

Dear Mike and Dennis:

Thanks again for treating us to lunch on Tuesday. Please find attached the requested explanation of our \$65m EB-5 funding platform for your infrastructure and resort development. We look forward to hearing from you.

Best regards,

Bob

Robert W. Dziubla  
President & CEO  
Kenworth Capital, Inc.  
[rdziubla@kenworthcapital.com](mailto:rdziubla@kenworthcapital.com)  
Phone: 858.699.4367

FS 01215



# CONFIDENTIAL

Fax: 858.392.1735  
PO Box 3003  
916 Southwood Blvd., Suite 1G  
Incline Village, Nevada 89450

FS 01216

# **EXHIBIT 2**

# **EXHIBIT 2**

# CONFIDENTIAL

**From:** Robert Dziuble  
**To:** Mike Meacher  
**CC:** Jon Feuring  
**Subject:** Front Sight  
**Date:** Wednesday, October 24, 2012 12:16:04 PM  
**Attachments:** [NDA with Front Sight.docx](#)

---

Mike

Sorry I missed your call around 11 this morning, as I was on a project conference call. I will call you back after 1 when you return to the office.

Jon and I would like to work expeditiously with you and Front Sight to identify a suitable regional center for your hospitality project and raise \$65m of EB-5 money for that. Needless to say, that requires a substantial amount of work on our part as well as using our network of relationships and putting our credibility on the line. We think it would be appropriate to have a non-disclosure / non-circumvention agreement in place. We've taken the liberty of taking a first stab at that as per the attached, and we look forward to discussing this with you this afternoon.

Jon and I have a 1-hour conference call at 2 pm and then another at 5:30 pm, but aside from that should be free.

Thanks,

Bob

Robert W. Dziuble  
President & CEO  
Kenworth Capital, Inc.  
[rdziuble@kenworthcapita.com](mailto:rdziuble@kenworthcapita.com)  
Phone: 858.699.4367  
Fax: 858.322.1795  
PO Box 3003  
916 Southward Blvd., Suite 1G  
Incline Village, Nevada 89450

FS 01223

2924

# CONFIDENTIAL

## PERSONAL AND CONFIDENTIAL

October 24, 2012

Kenworth Capital, Inc.  
916 Southwood Blvd., Suite 16  
P.O. Box 3003  
Incline Village, NV 89450

Dear Gentlemen:

We understand that Kenworth Capital, Inc. and its affiliate, Legacy Realty Capital Inc. (collectively, the "Company") have experience and expertise in raising EB-5 immigrant investor financing for real estate development projects in the USA and that the anticipated \$65m raise for the Front Sight hospitality project located in Nye County, NV, could be an appropriate candidate for EB-5 financing (the "Financing"). We have requested that you use your experience and relationships to (a) identify and vet a suitable USCIS-approved regional center for the Front Sight project so that all direct, indirect and induced jobs could be counted and (b) assuming that Front Sight approves the regional center, assisting Front Sight in raising the Financing on terms to be mutually agreed between us (collectively (a) and (b) are referred to as the "Mandate").

We hereby agree that you shall be our exclusive financial advisor with regard to the Mandate for a period of 180 days. In that regard, we recognize that certain non-public, confidential, proprietary information related to the Mandate will be disclosed by the Company to us, including without limitation, the identities of the key persons involved in the Mandate, pricing information, pro forma projections, capital expenditure budgets, management, business contacts, contractual counterparties, promotional materials, suppliers, and sources, whether printed, written, oral or electronically stored or reproduced and whether provided in response to specific inquiry by us or voluntarily provided (the "Confidential Information"). "Affiliates" is defined as any: companies, partnerships, trusts, corporations, and other legal entities in which either party to this agreement owns more than a 10% ownership interest or is an officer, partner, manager, trustee, or director.

We agree not to circumvent your relationships with your counterparties involved in the Mandate and to use the Confidential Information solely for the purposes of evaluating the terms of the Financing and the suitability of the regional center and not to disclose any Confidential Information to any persons who are not partners, officers, or employees except with the consent of the Company or pursuant to a subpoena, order or request issued by a court of competent jurisdiction or by a judicial, administrative, legislative or regulatory body or committee. We represent that each of our partners, officers, employees and other firm personnel is formally apprised of his or her obligations concerning the confidentiality of all client affairs and information. In the event that we receive any such subpoena, order or request, we will, except as prohibited by law or if received pursuant to regulatory oversight, (a) promptly notify the Company thereof, (b) consult with the Company on the advisability of taking steps

# CONFIDENTIAL

to resist or narrow such subpoena, order or request, and (c) if disclosure is required or deemed advisable, cooperate with the Company in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information. Information will not be deemed Confidential Information that (i) is already in our possession, (ii) becomes available in the public domain other than as a result of an unauthorized disclosure by us or our partners, officers, employees, other firm personnel or advisors, or (iii) is not acquired from the Company or persons known by us to be in breach of an obligation of secrecy to the Company. All written Confidential Information supplied by the Company to us pursuant to this letter, and all copies or translations thereof made by us, shall, upon written request and except as prohibited by law, be destroyed by us or returned by us to the Company; provided, however that we may retain copies of Confidential Information, subject to this agreement, in accordance with its internal record retention policies and procedures for legal, compliance or regulatory purposes.

We hereby acknowledge that the Company makes no representation or warranty herein as to the accuracy or completeness of the Confidential Information.

We agree that the Company, without prejudice to any rights to judicial relief it may otherwise have, shall be entitled to seek equitable relief, including injunction, in the event of a breach of any provisions of this letter and we will not resist such application for relief on the basis that the Company has an adequate remedy at law.

This letter shall be governed by, and construed in accordance with, the substantive laws of the State of Nevada excluding choice of law principles. The confidentiality and non-circumvention provisions of this letter shall survive for a period of two (2) years beyond the expiration of the Mandate.

Very truly yours,

Front Sight Management Inc.

By:

\_\_\_\_\_  
Mike Meacher  
Chief Operating Officer

cc: Mr. Jon Fleming ~ Legacy Real Estate Capital, Inc.

# **EXHIBIT 3**

# **EXHIBIT 3**

# CONFIDENTIAL

**From:** Robert Dziuba  
**To:** "Mike Meacher"  
**Cc:** Jon Fleming; FLYNN, SEAN  
**Subject:** RE: Cost timeline clarification  
**Date:** Thursday, January 31, 2013 5:11:19 PM  
**Attachments:** Front Sight - budget with monthly breakdown v.3 (31-Jan-2013).xls  
Timeline for RC and FSI-5 raise of \$75m (v.3.31-Jan-2013).xls

---

Mike

Please find attached the updated budget with a projected monthly breakdown of the cost expenditures; this breakdown assumes that USCIS moves expeditiously, which means that the full \$75m would be raised by Day 361; thus, the costs are incurred in the first 10 months. If USCIS is slower, than this burn rate would slow down a bit.

I've also attached an updated timeline, which adds a note that we reconfirm NV is still designated as a TEA just prior to our submitting the RC application to USCIS.

Best regards,

Bob

---

**From:** Mike Meacher [mailto:meacher@frontsight.com]  
**Sent:** Wednesday, January 30, 2013 7:48 PM  
**To:** Robert Dziuba  
**Subject:** Cost timeline clarification

Bob,

I have discussed your proposal with Naish Piazza.

He asked me to clarify what the Front Sight cash disbursements would be month by month. Cash flow is always a significant concern to him.

Could you make up a simple schedule and assume we begin this transaction in February of 2013?

How much would be required from Front Sight in approximately what months until we have paid the anticipated full amount?

I realize there will be some guessing. Just list the next 18 months and tell me about how much you see being due in each of these months.

Thanks,

Mike  
[Meacher@frontsight.com](mailto:Meacher@frontsight.com)  
800-403-0422

FS 01287

# CONFIDENTIAL

<b>Regional Center &amp; Front Sight Project Cost</b>			
Category	Budget		
		EBSIC	Front Sight
Economist	\$ 20,000		\$ 20,000
SEC Attorney	\$ 45,000	\$ 22,500	\$ 22,500
EB-5 Attorney	\$ 25,000	\$ 12,500	\$ 12,500
Business Plan (USCIS Format)	\$ 15,000	\$ 7,500	\$ 7,500
Market Study (independent - HVS)	\$ 20,000		\$ 20,000
Exemplar I-526	(included in line 10)		
USCIS Fee	\$ 6,230	\$ 6,230	
USCIS Fee	\$ 6,230		\$ 6,230
Website	(included in line 16)		
International Marketing in China	\$ 96,000		\$ 96,000
Marketing/Brochures	(included in line 16)		
Staffing	\$ 2,000	\$ 2,000	
Translations	\$ 8,000		\$ 8,000
Travel	\$ 15,000		\$ 15,000
EB5 Impact Advisors Fee	\$ 38,000		\$ 38,000
Escrow Fee	\$ 3,500		\$ 3,500
Real estate mortgage loan docs	\$ 30,000		\$ 30,000
<b>Total Expenses</b>	<b>\$ 327,980</b>	<b>\$ 50,730</b>	<b>\$ 277,230</b>
Month 1	\$ 37,500		
Month 2	\$ 32,500		
Month 3	\$ 12,500		
Month 4	\$ 18,000		
Month 6	\$ 32,000		
Month 7	\$ -		
Month 8	\$ 48,230		
Month 9	\$ 65,000		
Month 10	\$ 31,500		
<b>TOTAL</b>	<b>\$ 277,230</b>		

FS 01288



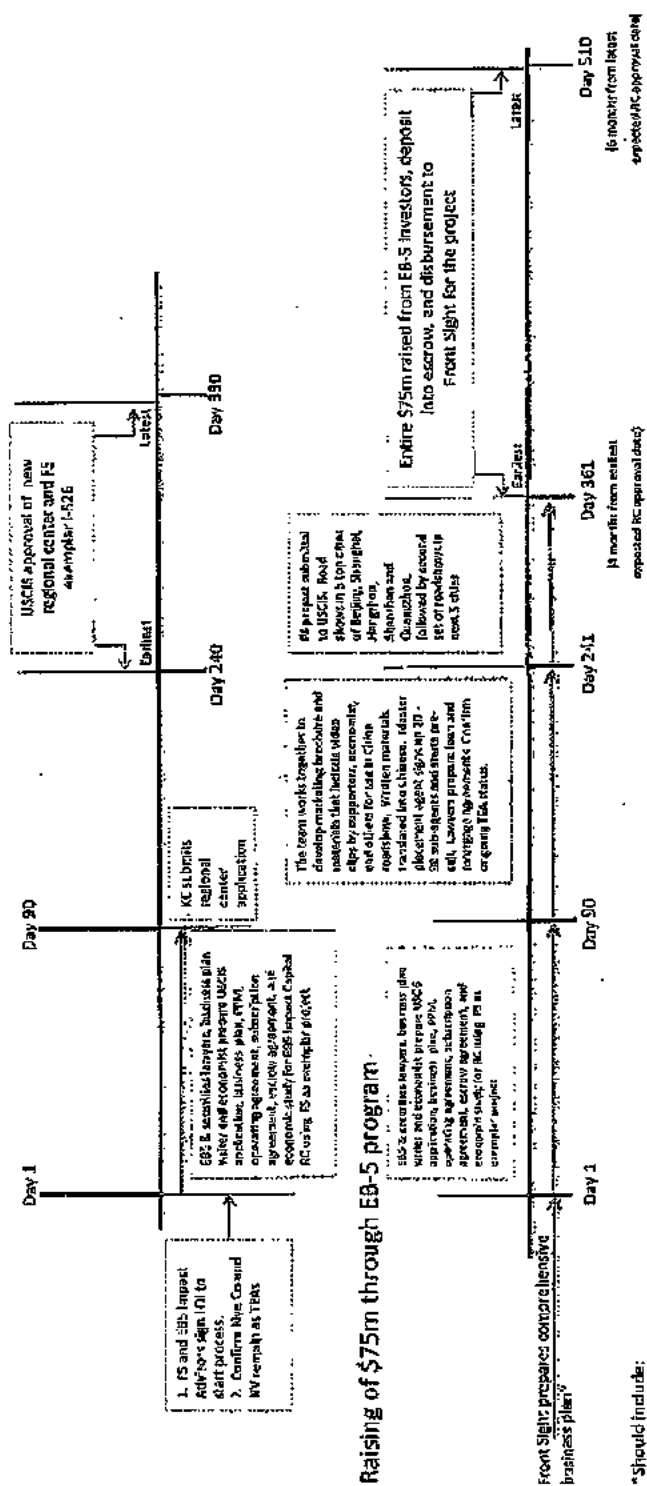
# CONFIDENTIAL

<b>Payor / Est. pymt date</b>
FS - 50% on Day 1 and balance on Day 45
Split 50 / 50; 50% due on Day 1 and balance over 90 days per milestones
On/te
Split 50 / 50; 50% on Day 45 & balance at Day 90
50% on Day 1, and 50% on Day 45. USCIS is now requiring that the business plan be supported by a 3rd party valuation
EB5IC - due on Day 90 for RC application
FS - due on Day 241 for Front Sight project application
FS - approximately Day 150 to Day 361
EB5IC - ongoing
FS - Day 241 and later
FS - Day 241 and later
50% on RC submittal, 50% on FS project submittal; offset against success payment
FS - Day 241 and later
Given how far out this will be, the \$30k is a best guess at this point
1/2 econ fee, 1/2 SEC atty split, 1/2 EB5 atty split, 1/2 market study
1/2 econ fee, 1/4 SEC atty split, 1/4 EB5 atty split, 1/2 market study, 1/2 biz plan
1/4 SEC atty, 1/4 EB5 atty, 1/2 biz plan
1/2 EB5IC fee
1/4 intl marketing fee (line 17), and translations
USCIS fee, 1/4 intl marketing fee, 1/2 EB5IC fee
Escrow fee, 1/2 travel costs, 100% mortgage loan docs, 1/4 intl marketing costs
1/4 intl marketing fee, 1/2 travel costs

FS 01289



# New regional center establishment for Front Sight project



## Raising of \$75m through EB-5 program

1. FS and SBB Impact Advisory sign in to start process.
2. Confirm the Council will remain as TEAS.
3. FS and SBB Impact Advisory sign in to start process.
4. Confirm the Council will remain as TEAS.
5. FS and SBB Impact Advisory sign in to start process.
6. Confirm the Council will remain as TEAS.
7. FS and SBB Impact Advisory sign in to start process.
8. Confirm the Council will remain as TEAS.
9. FS and SBB Impact Advisory sign in to start process.
10. Confirm the Council will remain as TEAS.

Front Sight prepares comprehensive business plan

\*Should include:

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

# **EXHIBIT 4**

# **EXHIBIT 4**

FRONT SIGHT MANAGEMENT, LLC  
V.  
LAS VEGAS DEVELOPMENT FUND LLC, ET AL.

EXPERT WITNESS REPORT OF  
CATHERINE DEBONO HOLMES, ESQ.

I have been asked to serve as an expert witness for the Plaintiff in the above identified case, in connection with the Plaintiff's claims that the Defendants committed fraud, made intentional misrepresentations, breached their fiduciary duties, wrongfully converted funds of Plaintiff, and breached written contracts with Plaintiff. My qualifications as an expert witness in this matter are described in Exhibit A.

I intend to testify as follows based upon my review of the exhibits attached to the Declaration of Ignatius Piazza (the "**Declaration**") and the Memorandum of Points and Authorities (the "**Memorandum**") submitted in support of the Motion for Appointment of Receiver and Request for Order Shortening Time (the "**Motion**") of Defendant Las Vegas Development Fund LLC ("**Defendant**");

1. The initial letter proposal ("**Proposal**") dated September 13, 2012 of Kenworth Capital, Inc. addressed to Front Sight Enterprises, LLC (Exhibit 2 of the Declaration) states in paragraph 2 that Kenworth's "partners" are Empyrean West (Dave Keller and Jay Carter), the owners of Liberty West Regional Center. The letter agreement further represents in paragraph 3 that Empyrean West has been authorized by the Vietnamese government to act as the exclusive EB-5 firm in Vietnam and has been exempted from the \$5,000 limit on international money transfers. I know from my personal experience working with dozens of EB-5 offerings over the past approximately 10 years that Empyrean West was not and is not the exclusive EB-5 firm in Vietnam. I believe that this was a misrepresentation intended to give the impression that Kenworth, through its "partners" Empyrean West had special access to EB-5 investors in Vietnam.
2. The Proposal further describes the estimated direct out-of-pocket cost for an EB-5 offering as typically \$300,000 (paid upfront). I know from my personal experience in the EB-5 industry that this is a substantially inflated estimate of direct-out-of-pocket costs, and that it is not customary for an amount this large to be paid up front. I believe that this estimate was a misrepresentation of the true costs of an EB-5 offering intended to mislead the Plaintiff into paying substantially more upfront than it would pay to a legitimate EB-5 funding provider.
3. The engagement letter agreement dated February 14, 2013 ("**Engagement Agreement**") between EB5 Impact Advisors LLC ("**EBSIA**") and Plaintiff (Exhibit 5 of the Declaration) indicates in the Scope of Assignment; Services on page 1 that EBSIA would engage Baker & McKenzie to establish the EB5 Impact Capital Regional Center. The establishment of a regional center is a highly unusual provision in an engagement letter to provide EB-5 financing to a third party, and the cost of establishment of the regional center is, in my experience, always paid for by the owner of the regional center, not the party seeking financing. These provisions indicate

that EB5IA misled the Plaintiff into believing that this was a normal part of an EB-5 financing, which it was not.

4. The process for filing a regional center application with the U.S. Citizenship and Immigration Services (“USCIS”) and a request for exemplar approval of an actual EB-5 project in 2013 was approximately 12 to 24 months from the date of filing. **This is a very important disadvantage to an EB-5 financing, because no EB-5 investor is allowed to file a visa petition until the regional center is approved.** For that reason, it is standard in the EB-5 industry to either wait until the regional center is approved before even beginning to market an EB-5 project, or enter into an agreement with an existing regional center to avoid the waiting time. (As shown in Exhibit 6 and Exhibit 8 of the Declaration, EB5IA filed its regional center application on April 14, 2014 and received USCIS approval on July 27, 2015, meaning that the Plaintiff’s project could not be marketed for 15 months after the regional center application was filed, thus demonstrating the substantial disadvantage of this method of raising EB-5 financing.) EB5IA could have entered into an agreement with one of several regional centers that were already approved to sponsor projects in the Las Vegas area in 2013 (including Empyrean West, which it represented to be a “partner”), but for unexplained reasons, EB5IA chose not to enter into an agreement with an existing regional center, and instead to file a regional center application that would require it to delay marketing for over a year.

5. The Engagement Agreement (Exhibit 5 of the Declaration) contains an estimated timeline showing that \$75 million in EB-5 financing would be raised between 4 months from the earliest expected approval of the regional center and 6 months from the latest expected approval of the regional center. Those estimates wildly misrepresented the normal time necessary to raise \$75 million in EB-5 financing. In 2013, only the very largest and most experienced regional centers could raise that much in EB-5 financing, based upon their track record of prior successful EB-5 financings. Most new regional centers either failed to raise any financing at all or would start with very small offerings (\$5 million to \$10 million) and gradually raise larger EB-5 financings as they became known in the EB-5 financing market. Even for well-known regional center operators, it is not unusual for an EB-5 financing, even one sponsored by an experienced EB-5 sponsor, to take a year or more before it gains acceptance in the EB-5 financing market.

6. In an email exchange between Robert Dziubla (“Dziubla”), the owner of EB5IA and Mike Meacher (“Meacher”), an officer of Plaintiff, between June 26 and June 29, 2015 (Exhibit 7 of the Declaration) Dziubla states that

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

This assurance that it would take only 4 to 5 months to raise \$25,000,000 in EB-5 financing again substantially overstates the ability of a new regional center to raise EB-5 financing.

7. In an email exchange between Dziubla and Meacher dated August 11, 2015 (Exhibit 9 of the Declaration), which was one month after the regional center approval by USCIS, Dziubla stated that:

“Front Sight is the ONLY EB5 project we are handling and of course receives our full and diligent attention. Our goal is most assuredly to have the minimum raise of \$25m (50 investors) subscribed by Thanksgiving.”

This is yet another indication that Dziubla misled Plaintiff into believing that it was possible to raise that amount of EB-5 financing within 4 months.

8. In an email exchange between Dziubla and Meacher between December 8 and December 16, 2015 (Exhibit 11 of the Declaration), Dziubla attempted to explain the reason why EB5IA had not raised \$25,000,000, while continuing to represent that he would reach that goal soon. He states in his email dated December 16, 2015 that the following is the reason for the delay in raising EB-5 funds:

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

Contrary to the explanation given by Dziubla for the slow sales of investments in Plaintiff's project, in fact, because of the uncertainty regarding whether the EB-5 program would be renewed, the sales of EB-5 investments reached their highest levels ever in 2015, particularly in China where over 85% of all EB-5 investments were sold at that time. To illustrate this fact, attached as Exhibit B is a report issued by USCIS that states the number of I-526 petitions filed by EB-5 investors each year between 2008 and 2017. As indicated in this chart, the highest number of I-526 petitions filed with USCIS was in 2015, when 14,373 petitions were filed. No other year before or after 2015 had a higher number of petitions filed. If Dziubla had any knowledge of the EB-5 markets, he would have known that 2015 was a year of very high market demand, and his statements that the market had slowed in 2015 were deliberately misleading.

9. In the same email dated December 16, 2015, Dziubla states that:

“With regard to the timeline, we may still be able to achieve the minimum raise of \$25m by January 31 and thereupon begin disbursing the construction loan proceeds to you, but a more realistic date might be February 8.”

This shows that Dziubla was continuing to misrepresent to Plaintiff that there was a possibility that at least \$25,000,000 would be raised by February 8, 2016.

10. In an email exchange between Dziubla and Meacher between January 26 and January 31, 2016 (Exhibit 13 of the Declaration), Dziubla provided a detailed update of the actions he was taking to raise EB-5 financing. One of the methods he states that he was using was to sign up four new agents, including one who is native Chinese living in Washington state and one who is native Chinese living in the Chicago area. He does not state that either of these individuals are

registered securities broker-dealers, and appears to be unaware that it is illegal to hire U.S. persons to solicit EB-5 investors, even outside the U.S., unless they are registered securities broker-dealers. At the time of these emails, the Securities and Exchange Commission ("SEC") had already publicly announced that it was illegal to pay finder's fees to persons for selling EB-5 investments, and the SEC subsequently brought at least 20 enforcement actions against unregistered persons for receiving illegal payments and against two regional centers for paying illegal payments to unregistered persons. It is unknown whether Dziubla paid illegal finder's fees to unregistered persons.

11. In an email exchange between Dziubla and Meacher on March 1, 2016 (Exhibit 16 of the Declaration), 18 months after marketing first began for the EB-5 offering, Meacher states that as of that date, there was only one Indian investor with funds in escrow, two Indian investors who are raising funds to deposit to escrow and one Swiss investor who has decided to invest but has not put any money in escrow. This email lists 28 prior emails from Dziubla to Meacher from August 2015 to February 2016 in which Dziubla had repeatedly indicated that EB5IA was on track to raise the minimum \$25,000,000. All of these assurances appear to have been misrepresentations designed to persuade Plaintiff to continue funding amounts that were purportedly intended to be used for marketing the offering.

12. The Memorandum includes statements regarding the requirements of the EB-5 Program that are partially accurate, and partially inaccurate, indicating a possible lack of understanding of the requirements of the EB-5 Program. Specifically, page 8, line 14 through page 9, line 1 of the Memorandum contains these statements that are partially accurate and partially inaccurate:

"The CLA, as well as the USCIS approved business plan and Confidential Offering Memorandum that comply with both EB-5 legislation and U.S. securities laws and regulations, specifically require that loan proceeds and disbursements be applied toward construction of the Project and the creation of jobs. The CLA also includes a contractually agreed upon construction schedule and construction budget that were specifically approved by the USCIS and must be substantially complied with in order to meet the immigrant investors' obligations under the EB-5 program."

The first sentence quoted states that loan proceeds and disbursements must be applied toward construction of the Project and the creation of jobs. However, it is not accurate to say that loan proceeds must be applied toward construction of the Project. In fact, USCIS policy requires that loan proceeds must be applied toward the Project in general, but loan proceeds can be used for any expense related to the Project, except for interest payments made on the EB-5 loan itself and expenses of the EB-5 lender in connection with the EB-5 offering and the loan. The second sentence also incorrectly states that the construction schedule and construction budget must be substantially complied with in order to meet the immigrant investors' obligations under the EB-5 program. In fact, USCIS policy requires only that the EB-5 investors' capital be used to fund the Project described in the business plan filed with USCIS. There is no requirement that the construction schedule or construction budget be complied with in order for the EB-5 investors to obtain their visa. I have personally been engaged to provide legal assistance on a number of EB-5 projects that had delays in construction and changed in size and scope, which did not result in any EB-5 investors losing their immigration benefits under the EB-5 program. It is quite



common that the construction schedule or construction budget undergo changes in any construction project, including those funded with EB-5 capital. Just as with this Project, delays or changes in construction plans occur when the EB-5 lender fails to raise sufficient capital to complete the project originally contemplated, or within the time contemplated. As long as the EB-5 investors can show that their capital was invested in the project generally described in the business plan filed with USCIS, whether there were changes in the size of the project, project budget or construction timeline, the EB-5 investors will receive their visas so long as the number of jobs created as a result of the work on the project are sufficient for each investor in the project. USCIS does not deny visas to EB-5 investors in projects where there has been a change in construction schedule or construction budget.

13. The Memorandum contains this statement on page 14, lines 1 – 9:

“Front Sight has made multiple changes to the plans and schedule without obtaining written consent from LVD Fund or the USCIS, including, *inter alia*, reducing the size of the “Patriot Pavilion” from 85,000 square feet, as represented to USCIS, to approximately 25,000 30,000 square feet, while also modifying plans to eliminate foundations. (See Exhibit 8, July 2018 Notice of Multiple Defaults). This appears to be a material change from the plans approved by the USCIS, which could jeopardize the EB-5 investors’ benefits under the EB-5 Program. Without appointment of a receiver, Lender will not be able to get sufficient information to analyze the extent to which Borrower has deviated from the USCIS approved plans, and certainly will not have any ability to compel Borrower to follow the plans.”

Contrary to the statement made in this paragraph, the reduction in size of any portion of the Project would not jeopardize the EB-5 investors’ benefits under the EB-5 Program. As stated above, as long as the general Project description is the same as what is actually constructed with EB-5 proceeds, and the actual expenditures on the Project result in the creation of the number of jobs necessary to support each EB-5 investor in the project, all of the EB-5 investors will receive their immigration benefits. In this case, there are only 13 EB-5 investors in the Project, meaning that it is only necessary to demonstrate that 130 jobs have been created from work on the Project. These are far fewer than the total number of jobs that would have been required if the entire \$75 million in EB-5 proceeds had been raised. Therefore, the reduction in size of the Project will not jeopardize any EB-5 investors in this Project.

14. The Memorandum contains these statements on page 19, lines 4 through 15:

“Due to the nature of the EB-5 Investor Program, Front Sight’s material breaches of the CIA have created a substantial risk of irreparable harm to the EB-5 Investors who were the source of the funds for the CIA. Because the EB-5 Program is closely regulated and monitored by the USCIS, a failure to comply with material conditions of the program and material departures from the approved project plans submitted to the USCIS could seriously jeopardize the immigration status of the EB-5 Investors through no fault of their own.

If the Project is not built substantially in accordance with the plan and schedule that was submitted to, and approved by, USCIS as part of the EB-5

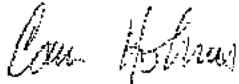
approval process, the EB-5 investors who have funded the construction loan to Borrower may not receive their permanent green cards and will be subject to deportation from the United States all after having uprooted themselves and their families from their home countries to move to the United States, the land of their dreams.”

This statement repeats the same inaccurate information – that the Project must be built in accordance with its original plan and schedule as submitted to USCIS – as the earlier paragraphs noted in paragraphs 12 and 13 of this Report. In addition, it implies that there is an immediate risk of deportation, which is also inaccurate due to the delays in processing applications that currently exist within the EB-5 Program. The timeline for an EB-5 investor from the date he or she files an I-526 Petition for approval of an EB-5 investment through the date the investor files an I-829 Petition for removal of conditions is approximately 5 years. This means that EB-5 Investors would not need to present evidence of job creation to USCIS for 5 years from the date each EB-5 investor first filed an I-526 Petition. Until that time, the EB-5 Investor is not required to file any information with USCIS. For EB-5 investors from mainland China, the timeline from date of filing an I-526 Petition until the date of filing an I-829 Petition has been estimated at 14 years by Charles Oppenheim, the Chief, Immigrant Visa Control & Reporting, U.S. Department of State (“DOS”) at a recent EB-5 Conference held in April 2018. (See this report of Mr. Oppenheim’s presentation: <https://wolfsdorf.com/eb-5-update-new-state-department-data-released/>.) This means that no EB-5 investors in this Project will be required to submit information on this Project to USCIS for at least the next three years or more for investors from China.

15. The Memorandum repeats the inaccurate statements regarding the risk to EB-5 investors commencing on page 21, line 25 and ending on page 23, line 24, by stating that “timely” job creation is a requirement under the EB-5 Program, and that material modifications in the Project could result in EB-5 investors not receiving their permanent green cards and being deported. As described in detail in paragraphs 12 through 14 of this Report, there are no requirements for “timely” completion of a Project, or that the Project be completed in accordance with its original plan. I personally have been engaged for many EB-5 projects where there have been substantial delays in construction, as well as significant changes in the size and scope of a Project, none of which have resulted in USCIS denying any EB-5 investor their permanent green or deporting any EB-5 investor. I also have personal knowledge of a number of EB-5 Projects, even Projects which have failed and never been completed, in which the EB-5 investors have received their visas.

This Expert Witness Report is based solely upon my review of the exhibits contained in the Declaration of Ignatius Piazza and the Memorandum prepared by Defendant. I expect there will be more relevant evidence as additional discovery is completed.

IN WITNESS WHEREOF, I prepared and signed this Expert Witness Report on February 21, 2019.



\_\_\_\_\_  
CATHERINE DEBONO HOLMES

## EXHIBIT A

**Catherine DeBono Holmes** is chair of JMBM's Investment Capital Law Group and a partner in the firm's Corporate Department, specializing in securities law. She has been an attorney at JMBM for over 35 years and has worked in many aspects of the EB-5 industry over the past 10 years. She has represented more than 200 real estate developers in obtaining financing through the EB-5 immigrant investor visa program for the development of hotels, multi-family and mixed-use developments through the U.S. She has also represented dozens of EB-5 regional centers in New York, California, Oregon, Nevada, and Illinois to raise EB-5 financing for development of hotels, assisted living facilities, multi-family residential buildings and mixed use projects.

### Author:

Investment Law Blog at: <https://www.investmentlawblog.com/>. (With many articles concerning EB-5 legal and business issues)

### Education:

J.D., Boalt Hall School of Law, University of California, Berkeley, 1977

B.A., University of California, Berkeley, 1974, Phi Beta Kappa

### EB-5 Industry Associations and Awards:

Invest in the USA ("IUSA") Trade Organization of EB-5 Regional Centers and Service Providers

Current Member, Editorial Committee  
Past Member, Best Practices Committee

EB-5 Securities Roundtable – Organization of most active securities attorneys in EB-5 financing (including many voted as Top 15 EB-5 Securities Attorneys in the U.S. in EB-5 Investors Magazine)

2016, 2017 and 2018 – Top 15 EB-5 Securities Attorneys EB-5 Investors Magazine

**EXHIBIT B**

**USCIS**

**Number of Form I-526 Petitions Filed 2008-2017**



**U.S. Citizenship  
and Immigration  
Services**

Number of Form I-526, Immigrant Petition by Alien  
Fiscal Year, Quarter

Period	Petitions by Case Status		
	Petitions Received <sup>1</sup>	Approved <sup>2</sup>	Denied <sup>3</sup>
<b>Fiscal Year - Total</b>			
2008	1,258	642	120
2009	1,031	1,265	208
2010	1,953	1,369	165
2011	3,805	1,571	372
2012	6,041	3,677	957
2013	6,346	3,699	943
2014	10,950	5,115	1,266
2015	14,373	8,761	1,056
2016	14,147	7,632	1,735
2017	12,165	11,321	922
<b>Fiscal Year 2018 by Quarter</b>			
Q1, October - December	2,862	2,746	298
Q2, January - March	1,607	3,303	312
Q3, April - June	617	4,012	412
Q4, July - September			
<b>Total</b>	<b>5,086</b>	<b>10,061</b>	<b>1,022</b>

D Data withheld to protect applicants' privacy.

- Represents zero.

<sup>1</sup> The number of new petitions received and entered into a case-tracking system during the reporting period.

<sup>2</sup> The number of petitions approved during the reporting period.

<sup>3</sup> The number of petitions that were denied, terminated, or withdrawn during the reporting period.

<sup>4</sup> The number of petitions awaiting a decision as of the end of the reporting period.

NOTE: 1) Some petitions approved or denied may have been received in previous reporting periods.

2) The report reflects the most up-to-date estimate available at the time the report is generated.

Source: Department of Homeland Security, U.S. Citizenship and Immigration Services, *Performance Reporting Tool*,

# **EXHIBIT 5**

# **EXHIBIT 5**

# CONFIDENTIAL

From: Robert Drigalla  
To: Mike Mosher  
Subject: Front Sight - \$150m financing  
Date: Thursday, March 22, 2012 3:58:30 PM

---

Mike

I enjoyed spending time with you on the phone yesterday to hear in greater detail your vision for Front Sight, your desire to raise \$150m in three phases, and the reasons why your two main lenders, Wells Fargo and Citibank, declined to provide a commercial loan in response to your proposal. Given the unique function and client base of Front Sight, i.e. guns and gun enthusiasts, coupled with the very stringent lending requirements still being imposed by the Fed's upon the banks -- and the banks themselves leery of taking any risk whatsoever as they continue to shed defaulted and non-performing loans -- it is no surprise to us that large national banks like Wells and Citi declined to provide a loan despite your status as a high value customer. We know of many companies that run much larger amounts than \$20 -- 30m through their main banks and still cannot even get small operating lines of credit these days to operate their routine businesses, much less a loan of \$50 -- 100m for development and expansion of a firearms training institute. The capital markets remain skittish and conservative.

Nonetheless, we believe that with a professional and thorough presentation and underwriting, a well-honed and focused message, and the kind of creative and experienced approach that we bring to fund raising, we have a very good chance of helping Front Sight raise the desired amounts. Doing so will require us to work closely together to craft a development and expansion plan that is based in hard reality and can be measured with proven performance at stages as the plan is implemented. As we discussed yesterday, it will likely take us 60 -- 90 days to craft the presentation (regardless of whether it's called an offering memorandum, investment summary, or something similar) and the fund raising will commence immediately thereafter, with that effort for the Phase 1 raise perhaps taking up to 6 -- 12 months depending on market conditions and receptivity.

Why will it take 2 -- 3 months to craft the presentation? Two reasons. First, our collective credibility is at stake, so it must be thorough and professional. As the project sponsors, we will need to confirm every factua. statement in the presentation and the accuracy of historical financial statements, as well as use our best efforts to ensure that the financial projections are sound.

Second, unless we were to pursue only a commercial loan from an established and regulated financial institution, whatever presentation we make will most likely be governed by the US securities law. Section 2(a)(1) of the Securities Act of 1933 states, "unless the context otherwise requires, the term "security" includes any note, stock, treasury stock, security future, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege on any security, certificate of deposit, or group or index of securities (including any interest therein or based on the value thereof), or any put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency, or, in general, any interest or instrument commonly known as

FS 01162

# CONFIDENTIAL

a "security", or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing." As the Supreme Court stated in *Marine Bank v. Weaver*, 455 U.S. 551, (1982), construing the virtually identical definition of "security" under the Securities Exchange Act of 1934, the definition is "quite broad" and meant to include "the many types of instruments that in our commercial world fall within the ordinary concept of a security," including "stocks and bonds, along with the countless and variable schemes devised by those who seek the use of the money of others on the promise of profits." *Weaver*, 455 U.S. at 555.

In short, to protect Front Sight, Dr. Piazza, yourself and ourselves, we will take every appropriate step to work with you and your legal counsel so as to comply with applicable securities laws. Doing so will not only ensure that our actions accord with legal standards, but will also result in a presentation that all sophisticated investors will realize is professionally done and legally compliant, thus providing them with much greater comfort and significantly enhancing the success of the raise.

As discussed yesterday, we understand that Front Sight is unwilling to pay any upfront fees for this fund raising effort but rather prefers to reward success. As owners and investors ourselves we appreciate that feeling. At the same time, please do realize that if you engaged Goldman Sachs, JP Morgan, Guggenheim Partners (with whom I had a joint venture, Guggenheim Sovereign LLC, for a couple of years) or another bulge bracket firm to handle this mandate, they would charge you \$1m upfront, a monthly work fee of \$50 - 100k, plus a sliding scale success fee. Non-bulge bracket firms would do the same, though the upfront fee would more likely be \$250 - 750k.

Because we have confidence in our ability to help you raise the money sought, we are willing to work on a pure success fee basis that compensates us for the speculative risk we are undertaking. Accordingly, should we all agree to proceed together, we would require an exclusive engagement plus your agreement to cover our reasonable travel and out-of-pocket expenses and a success fee equal to 6% of whatever monies are raised and a 6% equity stake in the ownership entity. For example, if the final deal is that the investor provides you with \$50m in return for, say, a 30% equity stake in an SPV established to own and develop the Front Sight resort, our compensation would be \$3m ( $\$50m \times 6\% = \$3m$ ) plus a 6% stake in the SPV.

The suggested next step would be for me and my partner, Jon Fleming, to visit with you at Front Sight so that we could get a tour of the entire property and a more detailed explanation of your development and expansion plans, and then, assuming we all wish to proceed, meet with you and Ignatius to finalize our engagement.

Jon and I are ready to come out to Pahrump next week for a day or two if that works for you, provided that it's after Monday. Please advise.

Best regards,

Bob

Robert W. Dziuba  
President & CEO

FS 01163



# CONFIDENTIAL

**Kenworth Capital, Inc.**  
[rdz@kcp.com](mailto:rdz@kcp.com)  
Phone: 858.699.4367  
Fax: 858.332.1796  
PO Box 3003  
916 Southwood Blvd., Suite 1G  
Incline Village, Nevada 89450

FS 01164

# **EXHIBIT 6**

# **EXHIBIT 6**

**EXPERT REPORT  
DOUGLAS S. WINTERS, CPA  
OCTOBER 18, 2019**

**IN THE MATTER OF:  
FRONT SIGHT MANAGEMENT, LLC, Plaintiff**

**v.**

**LAS VEGAS DEVELOPMENT FUND LLC;  
EB5 IMPACT ADVISORS, LLC;  
ROBERT W. DZIUBLA; et. al.,**

**Defendants**

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA  
CASE NO. A-18-7810184-B  
DEPARTMENT 16**

**RUBIN BROWN, LLP  
5851 W. CHARLESTON BLVD.  
LAS VEGAS, NEVADA 89146  
(702) 878-9788**



RubinBrown LLP  
Certified Public Accountants  
& Business Consultants

5851 W Charleston Blvd  
Las Vegas, NV 89146

T 702.878.9788

W rubinbrown.com  
E info@rubinbrown.com

October 18, 2019

John P. Aldrich, Esq.  
Aldrich Law Firm, Ltd.  
7866 West Sahara Ave.  
Las Vegas, NV 89117

**RE: Front Sight Management, LLC v. Robert Dziubla, EB5 Impact Advisors, LLC, et. al.  
Case No. A-18-781084-B (the "Matter")**

Dear Mr. Aldrich:

Aldrich Law Firm, Ltd. retained RubinBrown, LLP on behalf of Front Sight Management, LLC, ("Front Sight", "Plaintiff") to review and analyze the financial records of various entities operated or controlled by Robert Dziubla, including, but not limited to EB5 Impact Advisors, LLC ("EB5IA", and Las Vegas Development Fund, LLC ("LVDF") to evaluate and document certain financial transactions and matters.

I am the expert responsible for this analysis and report and I have prepared the following analysis and opinions.

### **Background**

In a February 14, 2013, engagement letter between EB5IA and Front Sight, EB5IA offered to perform various services. The letter begins "This letter agreement will confirm the discussions that we have had with you and Ignatius Piazza, the owner of Front Sight, over the past few months about our raising \$75 million of debt financing for Front Sight . . ." <sup>1</sup> As compensation for those services, Front Sight was to "pay EB5IA a total fee of \$36,000 as per the attached budget, which fee will be offset against the first interest payments made on the Financing." <sup>2</sup> Regarding the \$36,000 fee, Exhibit A to the letter states, "50% on RC submittal, 50% on FS project submittal, offset against success payment"

---

<sup>1</sup> February 14, 2013 letter agreement, page 1

<sup>2</sup> Ibid, page 8

Also, Front Sight was to “pay for or reimburse EB5IA, as billed periodically, for its expenses . . .”<sup>3</sup> Schedule A to the letter agreement states “Borrower shall be responsible for payment of lender’s reasonable expenses.”<sup>4</sup>

From February 2013 through October 6, 2016, according to EB5IA’s reports, Front Sight paid EB5IA \$249,730.<sup>5</sup> After October 6, 2016, through March 2, 2018, Front Sight paid EB5IA \$87,000 for what Mr. Dziubla called “per-investor performance payments and related expenses.”<sup>6</sup>

Front Sight has demanded an accounting from EB5IA.

The Court granted a “Motion for an Accounting as it relates to EB5IA and any funds that entity received for purposes of marketing.”<sup>7</sup>

EB5IA has produced to date the following:

- Bank statements for Wells Fargo Bank accounts ending #1581, #3870, and #4477;
- For Wells Fargo Bank account #1581, copies of some cancelled checks;
- Some printed Quick Books reports;
- Declaration of Robert Dziubla April 3, 2019 (“Accounting Declaration”) with attachments.

EB5IA has not produced:

- An electronic copy of its Quick Books accounting records;
- Balance sheets;
- General ledger reports;
- Cash receipts or disbursement journals;
- All cancelled checks;
- Deposit slips;
- Expense reports or expense reimbursement requests with supporting documentation;

---

<sup>3</sup> Ibid.

<sup>4</sup> Ibid. Schedule A

<sup>5</sup> Dziubla Declaration, April 3, 2019

<sup>6</sup> Ibid.

<sup>7</sup> Page 3, Renewed Motion for an Accounting Related to Defendants Las Vegas Development Fund LLC, filed November 13, 2018.

- Invoices, receipts, statements, or other documents customarily maintained as support for cash receipts and disbursements.

EB5IA argues that it has produced an accounting. I have been asked to express my opinions, as a CPA, on EB5IA's accounting. Reasonable people might reasonably disagree on what constitutes an accounting. One's experience and knowledge influences their ability and understanding of accounting. EB5 Impact Capital's website provides the following background on Mr. Dziubla:

"Mr. Dziubla is the President & CEO of EB Impact Capital Regional Center, LLC and of Kenworth Capital, Inc. Previously, he was the Vice-Chairman and General Counsel of Guggenheim Sovereign LLC, a joint venture with Guggenheim Partners, a \$170 billion global financial services firm. From 1998 to 2003 he was the CEO and Chief Investment Officer of a private equity fund in Southeast Asia with several operating subsidiaries and over 1300 employees operating four resorts, fifty-five industrial properties and a portfolio of condominiums and serviced apartments. During his legal career, Mr. Dziubla was a partner at the world's two largest law firms (Baker & McKenzie; Jones Day), the founder of his own law firm with offices in the US and China and has handled financing, infrastructure, real estate, M&A, hospitality and corporate transactions well in excess of \$10 billion around the world."

Based upon Mr. Dziubla's claimed business experience, I find that the EB5IA accounting is not reasonable.

#### **Analysis of accounting**

Mr. Dziubla, on behalf of EB5IA in a Declaration dated April 3, 2019 regarding the accounting of EB5IA, made various statements regarding the accounting of EB5IA. I have the following observations, comments, and opinions on his Accounting Declaration. For convenience, I use his paragraph numbers:

4. Budget: Mr. Dziubla declares "The Budget contemplated that Plaintiff Front Sight would pay EB5IA a total of \$277,230 to develop, structure and implement an EB5 financing platform."<sup>8</sup> The \$277,230 Budget includes both the fee that Front Sight agreed to pay and the estimated expenses. The Budget was not a set amount that Front Sight owed EB5IA.
6. Exhibit B is list of funds that EB5IA received from Plaintiff totaling \$336,730. Mr. Dziubla references the Wells Fargo ("WF") bank statements that were produced. I compared Exhibit B with the WF statements and found that the second item on Exhibit B, a deposit dated December 2, 2013 in the amount of \$24,500 is not on the WF statements. The EB5IA production of Wells Fargo ("WF") statements begins with WF(2013)00001 which covers December 1 to December 31, 2013. It is possible that it was deposited into the account in November 2013 and entered into Quick Books in December 2013.

---

<sup>8</sup> Declaration, page 1, (EB5IAC)0001

7. Exhibit C is, according the Declaration, purportedly “a transaction ledger from Quickbooks.” I note that the pages lack headings or footings customarily found on Quick Books reports.

Mr. Dziubla declared that the payments totaling \$359,826.95 are “the expenses that were payable by the Plaintiff.”<sup>9</sup>

Following Exhibit D of Mr. Dziubla’s Declaration are copies of bills and invoices as support of some of the amounts listed on Exhibit C. Attached hereto as Schedule 1 is a list of 37 payments totaling \$113,650.73 from Exhibit C for which I found supporting invoices. I have been unable to find invoices or other documents as support for the other entries on Exhibit C.

As mentioned above, according to the February 14, 2013 agreement between EB5IA and Front Sight, Front Sight was to pay of fee of \$36,000 plus reimburse EB5IA for expenses. Schedule A to the agreement states “Borrower shall be responsible for payment of lender’s reasonable expenses.”

To support reimbursement of expenses, it is a well-established business practice and custom to maintain and provide support for all reimbursable expenses. Mr. Dziubla claims he has substantial business experience and should be well familiar with customary expense documentation requirements.

IRS Publication 463 states:

“Documentary evidence ordinarily will be considered adequate if it shows the amount, date, place, and essential character of the expense.

For example, a hotel receipt is enough to support expenses for business travel if it has all of the following information.

The name and location of the hotel.

The dates you stayed there.

Separate amounts for charges such as lodging, meals, and telephone calls.

A restaurant receipt is enough to prove an expense for a business meal if it has all of the following information.

The name and location of the restaurant.

The number of people served.

The date and amount of the expense.

---

<sup>9</sup> Ibid., page 2, (EB5IAC)0002

If a charge is made for items other than food and beverages, the receipt must show that this is the case.

Canceled check.

A canceled check, together with a bill from the payee, ordinarily establishes the cost. However, **a canceled check by itself doesn't prove a business expense without other evidence to show that it was for a business purpose.**"

(emphasis added)

During an evidentiary hearing, Mr. Dziubla was asked about support for expenses and the accounting records:

Q: "So you didn't keep the receipt related to the expenses that would show up on the bank statement?"

A: "No."<sup>10</sup>

...

Q: "Have you provided every document that you have that relates to that order compelling the accounting?"

A: "Yes."<sup>11</sup>

Mr. Dziubla further testified:

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

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

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

A. Many times we didn't even have the records. We had the bank statements. We had debit cards. We didn't have credit cards. So generally speaking, we put it through the debit card and it showed up on the bank statement.<sup>12</sup>

---

<sup>10</sup> Transcript of June 3, 2019 Hearing, page 49, lines 2 to 4

<sup>11</sup> Id., page 50, lines 4 to 6



...

Q. ...Have you discarded any records related to EB-5IC, the Regional Center?

A. I couldn't say offhand. I don't think so, but I can't say definitively.

Q. Okay. And why would you have kept all the records for the Regional Center but not for EB-5IA?...

A: That's not what I said. What I said is we may have discarded records from the Regional Center. I don't know. Offhand, I don't think so, but we set it up a long time ago, and there was really very little activity per se in the Regional Center.<sup>13</sup>

...

Q. And have you discarded any invoices or receipts related to expenses of Las Vegas Development Fund?

A. Not that I remember.<sup>14</sup>

In my opinion, EB5IA has produced documents to support \$113,650.73 of expenses.

I compared the entries on Exhibit C with the WF statements. Attached hereto as Schedule 2 is a list of over 700 entries totaling \$86,406.71 of withdrawals on the WF bank statements that were not listed on Exhibit C.

8. Exhibit D is a list of \$44,300 capital infusion. That bank deposits on Exhibit D also included on the last page of Exhibit C which shows that \$44,500 was deposited into WF and that \$76,850 was paid out, for a net decrease of \$32,550.

The \$76,850 was paid to Kenworth Capital \$56,975; Legacy Realty Capital Inc. \$17,875; and Robert Dziubla \$2,000.

EB5IA produced documentation for expenses totaling \$113,650.73. \$105,142.73 of that amount was paid out before October 6, 2016. Through that date Front Sight had paid EB5IA \$249,730. The Front Sight payments to EB5IA exceed the documented expenses by \$144,587.27 through October 6, 2016.

The accounting prepared by and produced by does not reconcile with the WF bank accounts. The EB5IA accounting of its disbursements on Exhibit C of Mr. Dziubla's accounting totals

---

<sup>12</sup> Id., page 48, line 12 through page 49, line 1

<sup>13</sup> Id., page 50, line 23 through page 52, line 9

<sup>14</sup> Id., page 56, lines 4 to 7

\$359,826.95. The total deposits and disbursements from the WF accounts total \$482,932.25. The EB5IA accounting of its disbursements differs from the WF bank activity by \$86,408.71 (see Statement 1). The EB5IA accounting of deposits differs from the WF bank deposits by \$130,934.30.

It is my opinion that the EB5IA has failed 1) to provide a complete or accurate accounting, 2) to provide documentation for the expenses that it charged Front Sight, and 3) to maintain adequate receipts and other records to support its expenses.

### **Other**

Information considered in preparing this report includes the documents listed on the attached schedule.

In addition to the above stated bases and reasons, my opinions are based upon my experience, technical training, and continuing education as a Certified Public Accountant for over thirty years. My opinions are also based upon my examination, consideration, analysis, and review of documents produced by the parties, and upon the analysis of others in my firm who, under my review and supervision, performed analysis, examination, calculations, and review of documents and facts.

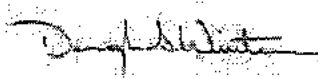
My curriculum vitae is attached. My experience as a CPA includes auditing, analyzing, reviewing and evaluating financial records, reports, and documents.

RubinBrown, LLP is compensated on an hourly basis at rates which range from \$40 per hour to \$360 per hour. My hourly rate is \$360 per hour. Our fees are not contingent on the outcome of this matter.

This report is based on information provided to me through October 18, 2019. As discovery is ongoing, I reserve the right to supplement or revise this report if additional information becomes available. My analysis and opinions are subject to change and revision as additional documents are produced and I review any additional documents.

Very truly yours,

RubinBrown, LLP



Douglas S. Winters, Partner

**Information Considered**

- 1) March 10, 2019 Declaration of Robert Dziubla with Exhibits
- 2) April 3, 2019 Declaration of Robert Dziubla with Exhibits
- 3) Checks00001 to Checks000092
- 4) TPL(1)0001 to TPL(1)0009
- 5) WF(2013)0001 to WF(2013)0041
- 6) WF(2014)0001 to WF(2014)0060
- 7) WF(2015)0001 to WF(2015)0068
- 8) WF(2016)0001 to WF(2016)0088
- 9) WF(2017)0001 to WF(2017)0078
- 10) WF(2018)0001 to WF(2018)0042
- 11) Contracts(2)0001 to Contracts(2)00063
- 12) Transcripts of Evidentiary Hearing June 3 and July 22, 2019 and Exhibits 5, 33, 34, 36, and 45
- 13) Holmes Expert Witness Report February 21, 2019
- 14) February 14, 2013 engagement letter between EB5IA and Front Sight

## **Douglas S. Winters, CPA**

**RubinBrown, LLP**  
5851 West Charleston Blvd.  
Las Vegas, Nevada 89146  
(702) 878-9788

### **PROFESSIONAL PROFILE:**

Mr. Winters is a partner in RubinBrown, LLP. He has over thirty-five years experience performing audit, accounting, tax and business consulting services for businesses in a wide range of industries. He has served as a court appointed receiver and special master and has been certified as an expert witness in State of Nevada District Court and U.S. District Court, Clark County, Nevada.

### **EDUCATION:**

Bachelor of Science, Brigham Young University, 1982  
Major in accounting, cum laude  
Annual continuing education courses

### **PROFESSIONAL MEMBERSHIPS:**

Mr. Winters is a member of both the American Institute of Certified Public Accountants and the Nevada Society of Certified Public Accountants. He is licensed to practice in the states of Nevada and Utah.

He served on the Nevada Society of Certified Public Accountants Audit Accounting Standards Committee for three years including one year as vice-chairman. This committee, under the auspices of the Nevada State Board of Accountancy, reviewed CPA prepared financial statements as part of the State Board's practice monitoring program to test the level of quality control and compliance with generally accepted auditing and accounting standards.

### **PUBLICATIONS:**

None

**PREVIOUS COURT EXPERIENCE:**

***Nevada District Court:***

Jackson v. Associated Radiation Oncology (A505809) Contract damages  
Klaus Englert ING, v. Equipment Management Technology (A482365), Special Master,  
Damages  
Realmuto v. Olzaski, (D304048), Marital accounting  
Grand Canyon Adventures, (A525921), Receiver  
IDC, Ltd. v. Carlson (A529457), Accounting  
Jenson Total Services v. Thermal Dynamics (A540910), Damages  
Durango Construction, Inc. v. Lakewood Cove Apartments, Inc. (A539546), Damages  
Marnell Carrao Associates, Inc. v. Powell Cabinets, Inc. (A-09-595935-B) Construction  
accounting  
Ben Maese v. Greg J. Paulk (A109630880-B), Loan modification and personal expenses  
RFF Family Partnership v. Emagine Networks, LLC (A-15-722136-C) Promissory notes  
Vegas Property Services, Inc. v. Mariya Ilieva (A-16-734895-B) Capital contributions  
Forum Shops v. Saga Trading (A-16-738925-B), Damages  
Ultimate Auto Sales vs. Miramar Corp. (A-13-691149-C), Damages  
Diamond Mountain Dist. vs. Calmation Inc. (A-17-755881-C), Accounting

***U.S. District Court, Clark County, Nevada:***

Cieslar v. Pardee (CV-s-05-1114-DLG-RJJ), Damages  
Watec v. John Palmeri and Rock House Products (2:06-CV-00969), Damages

***U.S. Bankruptcy Court, District of Nevada:***

Carlos Huerta v. Hugo Paulson (10-14804-BAM), Accounting and damages  
Peter Eliades v. Dolores Eliades (BK-S-12-11672-mkn), Accounting and damages

***Arbitration and Mediation:***

The Resort At Summerlin vs. J.A. Jones, Inc., Fraud and damages

EBS Impact Advisors  
 Withdrawals on Dzuibla's Exhibit C traced to supporting documents

WF Acct.	Type	Date	Type	Description	Memo	Bates # of Invoice	Withdrawal Amount
WF4477	Check	09/18/2013	1008	Baker & McKenzie	Retainer - Mike Madda	97	\$ 3,650.00
WF4477	Check	09/19/2013	1007	Dentons	Retainer - Matt Schulz	93	3,500.00
WF - 1581	Check	02/21/2014	2006	Dentons	Inv 1515012	88	5,000.00
WF - 1581	Check	04/04/2014	2009	Dentons	Reimbursement of 1-924 Filing Fee	81	6,250.00
WF - 1581	Check	05/15/2014	2010	Baker & McKenzie	Client 6827499 Inv date 03/20/14 & 05/01/14	1217	20,605.00
WF - 1581	Check	05/19/2014	2012	Dentons	Inv 1543827	82	10,000.00
WF - 1581	Check	09/05/2014	Debit	NV Portal Secretary	Check card purchase 9/03	157	325.00
WF - 1581	Check	09/15/2014	2016	Dentons	Inv 1556555	82	5,000.00
WF - 1581	Check	10/14/2014	2023	Dentons	Inv 1563814	74	10,030.98
WF - 1581	Check	05/19/2015	2028	Dentons	Inv 1632578	71	5,000.00
WF - 1581	Check	06/08/2015	2031	Dentons	Inv 1650952	67	43.19
WF - 1581	Check	06/08/2015	2030	Legacy Productions	1/2 Deposit for Front Sight Video	156	1,550.00
WF - 1581	Check	08/20/2015	2034	Michael Brand Esq.	Initial retainer for prep of Front Sight loan docs	151	5,000.00
WF - 1581	Check	08/24/2015	2060	Legacy Productions	Balance of marketing for Front Sight Productions	156	1,570.00
WF - 1581	Check	09/03/2015	Debit	NV Portal Secretary		166	350.00
WF - 1581	Check	09/15/2015	2036	Baker & McKenzie	Inv #9653083491	122	1,390.00
WF - 1581	Check	09/16/2015	2037	Dentons	Inv #1664927 and Inv #1871650	62	236.09
WF - 1581	Check	09/17/2015	2038	Williams Global Law PLLC	Initial payment for pre-marketing services	169	2,500.00
WF - 1581	Check	10/01/2015	2040	Brinig & Co.		195	2,500.00
WF - 1581	Check	10/14/2015	2043	Baker & McKenzie		128	5,629.50
WF - 1581	Check	10/19/2015	Debit	Lin Gang		136	3,977.50
WF - 1581	Check	10/29/2015	2044	Williams Global Law PLLC	Pre-marketing agreement - Brazil / China	169	2,500.00
WF - 1581	Check	11/01/2015	2046	Michael Brand Esq.		151, 204	3,200.87
WF - 1581	Check	11/12/2015	2049	Dentons	Inv 1710088	55	820.50
WF - 1581	Check	12/17/2015	2056	Dentons	Inv 1728592	47	392.00
WF - 1581	Check	12/17/2015	2054	Dentons	Inv 1718620	51	196.00
WF - 1581	Check	02/01/2016	Debit	NV Portal Secretary	Purchase 1/28	160	350.00
WF - 1581	Check	03/11/2016	2080	Dentons	Inv 1748485	39	183.50
WF - 1581	Check	04/18/2016	2088	Dentons	Inv 1741031 and 1758886	38	613.60
WF - 1581	Check	06/06/2016	2093	Dentons	Inv 1769125	33	395.00
WF - 1581	Check	06/23/2016	2095	Dentons	Inv 1778096 and 1785657	29	1,185.00
WF - 1581	Check	08/02/2016	2098	Dentons	Inv 1793439	21	869.00
WF - 1581	Check	08/11/2016	Debit	NV Portal Secretary	Purchase 8/10	163	350.00
WF - 1581	Check	10/18/2016	2105	Michael J Madda Esq.	Inv of Aug 8, 2016	203	3,000.00
WF - 1581	Check	10/18/2016	2102	Michael Brand Esq.	Inv PS 003 and FS 004	151, 204	5,000.00
WF - 1581	Check	10/25/2016	2107	Dentons	Inv 1815721	18	158.00
WF - 1581	Check	01/13/2017	Debit	NV Portal Secretary	Purchase 1/12	162	350.00

\$ 113,650.73

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

<b>WF Acct.</b>	<b>Type</b>	<b>Date</b>	<b>Type</b>	<b>Description</b>	<b>Withdrawal Amount</b>
WF4477	Check	02/28/2013	Transfer	Savings Account - 5086	\$ 2,500.00
WF4477	Check	03/01/2013	Transfer	Savings Account - 5086	150.00
WF4477	Check	04/01/2013	Transfer	Savings Account - 5086	150.00
WF4477	Check	05/01/2013	Transfer	Savings Account - 5086	150.00
WF4477	Check	06/03/2013	Transfer	Savings Account - 5086	150.00
WF4477	Check	07/01/2013	Transfer	Savings Account - 5086	150.00
WF4477	Check	08/01/2013	Transfer	Savings Account - 5086	150.00
WF4477	Check	08/30/2013	Debit	Wells Fargo	14.00
WF4477	Check	09/03/2013	Transfer	Savings Account - 5086	150.00
WF4477	Check	09/30/2013	Debit	Wells Fargo	14.00
WF4477	Check	10/01/2013	Transfer	Savings Account - 5086	150.00
WF4477	Check	10/31/2013	Debit	Wells Fargo	14.00
WF4477	Check	11/01/2013	Transfer	Savings Account - 5086	150.00
WF4477	Check	11/21/2013	Debit	Withdrawal	6,790.50
WF - 1581	Check	12/18/2013	Debit	Spices Thai Cafe	29.74
WF - 1581	Check	12/23/2013	Debit	Unknown Vendor	7,690.61
WF - 1581	Check	12/23/2013	Debit	Wells Fargo	12.00
WF - 1581	Check	12/31/2013	Wire	Unknown Vendor	45.00
WF - 1581	Check	01/03/2014	Debit	Wells Fargo	15.00
WF - 1581	Check	01/21/2014	Debit	Wells Fargo	5.00
WF - 1581	Check	01/29/2014	Debit	Wells Fargo	45.00
WF - 1581	Check	04/30/2014	Debit	Wells Fargo	14.00
WF - 1581	Check	05/09/2014	Debit	Sunoco	16.81
WF - 1581	Check	05/12/2014	Debit	Metro Parking	4.75
WF - 1581	Check	05/12/2014	Debit	Subway	5.30
WF - 1581	Check	05/14/2014	Debit	Laz Parking	4.00
WF - 1581	Check	06/30/2014	Debit	Unknown Vendor	220.76
WF - 1581	Check	07/16/2014	Debit	Unknown Vendor	76.46
WF - 1581	Check	07/17/2014	Debit	Seasons	62.76
WF - 1581	Check	07/17/2014	Debit	CSD Parking Meters	2.25
WF - 1581	Check	08/07/2014	Debit	Island Prime	67.13
WF - 1581	Check	08/11/2014	Debit	Unknown Vendor	41.69
WF - 1581	Check	08/13/2014	Debit	Arco	39.67
WF - 1581	Check	08/25/2014	Debit	Panya Thai Kitchen	22.17
WF - 1581	Check	08/27/2014	Debit	On The Border	41.83
WF - 1581	Check	09/09/2014	Debit	FedEx	75.56
WF - 1581	Check	09/09/2014	Debit	On The Border	48.46
WF - 1581	Check	09/25/2014	Debit	Adobe Systems	23.88
WF - 1581	Check	09/30/2014	Debit	Wells Fargo	14.00
WF - 1581	Check	10/01/2014	Debit	Islands Restaurant	41.05
WF - 1581	Check	10/03/2014	Debit	Staples	7.01
WF - 1581	Check	10/06/2014	Debit	Staples	20.11

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

<b>WF Acct.</b>	<b>Type</b>	<b>Date</b>	<b>Type</b>	<b>Description</b>	<b>Withdrawal Amount</b>
WF - 1581	Check	10/16/2014	Debit	Hyatt	85.71
WF - 1581	Check	10/17/2014	2019	Bonnie Zito	605.66
WF - 1581	Check	10/21/2014	Debit	Arco	0.36
WF - 1581	Check	10/21/2014	Debit	Arco	40.82
WF - 1581	Check	10/31/2014	Debit	Wells Fargo	14.00
WF - 1581	Check	11/06/2014	Debit	Starbucks	3.50
WF - 1581	Check	11/06/2014	Debit	Ace Parking	22.00
WF - 1581	Check	11/10/2014	Debit	Staples	9.80
WF - 1581	Check	11/28/2014	Debit	Wells Fargo	14.00
WF - 1581	Check	12/08/2014	Debit	8 Elements	23.65
WF - 1581	Check	12/08/2014	Debit	8 Elements	4.00
WF - 1581	Transfer	12/10/2014	Transfer		150.00
WF - 1581	Check	12/11/2014	Debit	RA Sushi	51.87
WF - 1581	Check	12/16/2014	Debit	Spices Thai Cafe	25.49
WF - 1581	Check	12/23/2014	Debit	USA Gasoline	45.21
WF - 1581	Check	12/23/2014	Debit	Shell Station	32.58
WF - 1581	Check	12/24/2014	Debit	Starbucks	2.97
WF - 1581	Check	12/26/2014	Debit	Yard House	46.71
WF - 1581	Check	12/29/2014	Debit	Go Daddy	30.34
WF - 1581	Check	12/31/2014	Debit	Wells Fargo	14.00
WF - 1581	Check	01/08/2015	Debit	Barnes & Noble	30.23
WF - 1581	Check	01/09/2015	2022	Oliva Goddard & Wright	350.00
WF - 1581	Check	01/09/2015	2024	Oliva Goddard & Wright	450.00
WF - 1581	Transfer	01/12/2015	Transfer		150.00
WF - 1581	Check	01/21/2015	Debit	Island Prime	72.32
WF - 1581	Check	01/21/2015	Debit	Shell Station	44.85
WF - 1581	Check	01/22/2015	Debit	Unknown Vendor	38.79
WF - 1581	Check	01/30/2015	Debit	Wells Fargo	14.00
WF - 1581	Check	02/03/2015	Debit	Ace Parking	10.00
WF - 1581	Transfer	02/10/2015	Transfer		150.00
WF - 1581	Check	02/17/2015	Debit	Elance	0.54
WF - 1581	Check	02/17/2015	Debit	Elance	0.69
WF - 1581	Check	02/20/2015	Debit	Rauchasso	49.00
WF - 1581	Check	03/10/2015	Debit	Port of SD	1.75
WF - 1581	Transfer	03/10/2015	Transfer		150.00
WF - 1581	Check	03/12/2015	Debit	Omni	15.00
WF - 1581	Check	03/19/2015	Debit	Go Daddy	59.88
WF - 1581	Check	03/24/2015	Debit	Elance	59.18
WF - 1581	Check	04/02/2015	Debit	Lazy Dog Restaurant	42.08
WF - 1581	Check	04/02/2015	Debit	Ace Parking	12.00
WF - 1581	Check	04/02/2015	Debit	Ace Parking	10.00
WF - 1581	Transfer	04/10/2015	Transfer		150.00



**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	04/13/2015	Debit	Craft Brews	20.68
WF - 1581	Check	04/17/2015	Debit	Panera Bread	8.31
WF - 1581	Check	04/20/2015	Debit	The US Grant Restaurant	14.96
WF - 1581	Check	04/20/2015	Debit	8 Elements	25.65
WF - 1581	Check	05/04/2015	Debit	Unknown Vendor	69.89
WF - 1581	Check	05/06/2015	Debit	Island Prime	51.15
WF - 1581	Transfer	05/11/2015	Transfer		150.00
WF - 1581	Check	05/13/2015	Debit	Unknown Vendor	68.75
WF - 1581	Check	05/14/2015	Debit	Spices Thai Cafe	27.11
WF - 1581	Check	05/15/2015	Debit	Southwest	175.00
WF - 1581	Check	05/22/2015	Debit	Rebel	28.08
WF - 1581	Check	05/26/2015	Debit	Unknown Vendor	69.29
WF - 1581	Check	05/26/2015	Debit	Costco	156.58
WF - 1581	Check	06/01/2015	Debit	QuickBooks	189.95
WF - 1581	Check	06/01/2015	Debit	Seasons	61.79
WF - 1581	Check	06/01/2015	Debit	Target	87.47
WF - 1581	Check	06/10/2015	Debit	Wells Fargo	45.00
WF - 1581	Transfer	06/10/2015	Transfer		150.00
WF - 1581	Check	06/11/2015	Debit	Arco	59.97
WF - 1581	Check	06/15/2015	Debit	Costco Gas	36.53
WF - 1581	Check	06/15/2015	Debit	Shell Station	64.24
WF - 1581	Check	06/19/2015	Debit	Spices Thai Cafe	37.16
WF - 1581	Check	06/25/2015	Debit	Spices Thai Cafe	40.94
WF - 1581	Check	06/29/2015	Debit	Go Daddy	153.41
WF - 1581	Transfer	07/10/2015	Transfer		150.00
WF - 1581	Check	07/20/2015	Debit	Wells Fargo	0.44
WF - 1581	Check	07/24/2015	Debit	Varso Gas	69.24
WF - 1581	Check	08/06/2015	Debit	Varso Gas	64.53
WF - 1581	Transfer	08/10/2015	Transfer		150.00
WF - 1581	Check	08/17/2015	Debit	Unknown Vendor	49.94
WF - 1581	Check	08/17/2015	Debit	Wells Fargo	5.00
WF - 1581	Check	08/19/2015	Debit	Wells Fargo	0.24
WF - 1581	Check	08/24/2015	Debit	Lady Elliott	352.88
WF - 1581	Check	08/24/2015	Debit	Wells Fargo	10.58
WF - 1581	Check	08/24/2015	Debit	Wells Fargo	0.07
WF - 1581	Check	08/24/2015	Debit	Wells Fargo	0.49
WF - 1581	Check	08/25/2015	Debit	Wells Fargo	0.52
WF - 1581	Check	08/25/2015	Debit	Shell Station	81.42
WF - 1581	Check	08/26/2015	Debit	Wells Fargo	0.50
WF - 1581	Check	08/26/2015	Debit	Wells Fargo	0.32
WF - 1581	Check	08/27/2015	Debit	Wells Fargo	0.40
WF - 1581	Check	08/31/2015	Debit	Wells Fargo	0.24

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	08/31/2015	Debit	Wells Fargo	0.09
WF - 1581	Check	08/31/2015	Debit	Wells Fargo	0.27
WF - 1581	Check	08/31/2015	Debit	Wells Fargo	0.08
WF - 1581	Check	08/31/2015	Debit	Wells Fargo	0.22
WF - 1581	Check	08/31/2015	Debit	Wells Fargo	0.16
WF - 1581	Check	08/31/2015	Debit	Wells Fargo	0.32
WF - 1581	Check	09/01/2015	Debit	Wells Fargo	0.51
WF - 1581	Check	09/01/2015	Debit	Wells Fargo	0.30
WF - 1581	Check	09/03/2015	Debit	Pailin Thai Cuisine	23.34
WF - 1581	Check	09/08/2015	Debit	Unknown Vendor	41.43
WF - 1581	Transfer	09/10/2015	Transfer		150.00
WF - 1581	Check	09/10/2015	Debit	Staples	26.61
WF - 1581	Check	09/11/2015	Debit	King's Fish House	68.48
WF - 1581	Check	09/11/2015	Debit	Ballast Point	15.00
WF - 1581	Check	09/11/2015	Debit	Shell Station	45.71
WF - 1581	Check	09/14/2015	Debit	Wells Fargo	5.00
WF - 1581	Check	09/14/2015	Debit	Wells Fargo	5.00
WF - 1581	Check	09/15/2015	Debit	Wells Fargo	0.51
WF - 1581	Check	09/16/2015	Debit	Wells Fargo	0.61
WF - 1581	Check	09/16/2015	Debit	Wells Fargo	1.22
WF - 1581	Check	09/16/2015	Debit	Wells Fargo	3.59
WF - 1581	Check	09/16/2015	Debit	Wells Fargo	5.00
WF - 1581	Check	09/17/2015	Debit	Wells Fargo	1.18
WF - 1581	Check	09/18/2015	Debit	Wells Fargo	41.24
WF - 1581	Check	09/18/2015	Debit	Wells Fargo	0.61
WF - 1581	Check	09/21/2015	Debit	Wells Fargo	25.49
WF - 1581	Check	09/21/2015	Debit	Wells Fargo	26.31
WF - 1581	Check	09/21/2015	Debit	Varso Gas	58.37
WF - 1581	Check	09/23/2015	Debit	Voipo	20.00
WF - 1581	Check	09/23/2015	Debit	Voipo	1.00
WF - 1581	Check	09/23/2015	Debit	Voipo	1.00
WF - 1581	Check	09/25/2015	Debit	Adobe Systems	23.88
WF - 1581	Check	09/28/2015	Debit	Copymat	127.44
WF - 1581	Check	09/28/2015	Debit	Unknown Vendor	42.88
WF - 1581	Check	09/28/2015	Debit	Staples	51.28
WF - 1581	Check	09/30/2015	Debit	Copymat	60.00
WF - 1581	Check	10/05/2015	Debit	Unknown Vendor	44.39
WF - 1581	Check	10/06/2015	Debit	Top Notch	686.25
WF - 1581	Check	10/06/2015	2041	Unknown Vendor	800.00
WF - 1581	Check	10/07/2015	Debit	Copymat	80.00
WF - 1581	Check	10/07/2015	Debit	Sharefile	375.00
WF - 1581	Check	10/09/2015	Debit	USPS	11.00

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

<b>WF Acct.</b>	<b>Type</b>	<b>Date</b>	<b>Type</b>	<b>Description</b>	<b>Withdrawal Amount</b>
WF - 1581	Check	10/13/2015	Debit	Copymat	421.20
WF - 1581	Transfer	10/13/2015	Transfer		150.00
WF - 1581	Check	10/13/2015	Debit	Unknown Vendor	47.34
WF - 1581	Check	10/13/2015	Debit	Tomiki Aikido	44.85
WF - 1581	Check	10/13/2015	Debit	Staples	18.35
WF - 1581	Check	10/13/2015	Debit	Albertsons	33.86
WF - 1581	Check	10/15/2015	Debit	Wells Fargo	45.00
WF - 1581	Check	10/16/2015	Debit	Shell Station	45.16
WF - 1581	Check	10/19/2015	Debit	Wells Fargo	45.00
WF - 1581	Check	10/19/2015	Debit	Wells Fargo	45.00
WF - 1581	Check	10/19/2015	Debit	The Poseidon	87.90
WF - 1581	Check	10/19/2015	Debit	Varso Gas	46.92
WF - 1581	Check	10/20/2015	Debit	Voipo	21.00
WF - 1581	Check	10/23/2015	Debit	Panda Express	8.21
WF - 1581	Check	10/23/2015	Debit	Draft Republic	31.54
WF - 1581	Check	10/23/2015	Debit	Starbucks	5.70
WF - 1581	Check	10/26/2015	Debit	Shell Station	49.39
WF - 1581	Check	10/28/2015	Debit	USPS	161.25
WF - 1581	Check	10/29/2015	Debit	Blue Ocean	40.56
WF - 1581	Check	11/02/2015	Debit	Valero Citracado	54.99
WF - 1581	Check	11/03/2015	Debit	Staples	16.19
WF - 1581	Check	11/05/2015	Debit	8 Elements	41.48
WF - 1581	Check	11/09/2015	Debit	QuickBooks	14.95
WF - 1581	Check	11/09/2015	Debit	Wells Fargo	5.00
WF - 1581	Check	11/09/2015	Debit	Vons Fuel	41.57
WF - 1581	Check	11/10/2015	2048	Oliva Goddard & Wright	2,650.00
WF - 1581	Transfer	11/10/2015	Transfer		150.00
WF - 1581	Check	11/12/2015	Debit	Wells Fargo	5.00
WF - 1581	Check	11/12/2015	Debit	Staples	19.43
WF - 1581	Check	11/16/2015	Debit	Vons Fuel	44.48
WF - 1581	Check	11/16/2015	Debit	Shell Station	35.43
WF - 1581	Check	11/18/2015	Debit	Wells Fargo	45.00
WF - 1581	Check	11/20/2015	Debit	Voipo	21.00
WF - 1581	Check	11/20/2015	Debit	Shell Station	40.02
WF - 1581	Check	11/23/2015	Debit	McDonald's	6.47
WF - 1581	Check	11/25/2015	Debit	Wells Fargo	18.24
WF - 1581	Check	11/27/2015	Debit	Wells Fargo	1.01
WF - 1581	Check	11/27/2015	Debit	Lostabbey	17.00
WF - 1581	Check	11/27/2015	Debit	Wells Fargo	0.41
WF - 1581	Check	11/27/2015	Debit	Wells Fargo	1.09
WF - 1581	Check	11/27/2015	Debit	Wells Fargo	0.13
WF - 1581	Check	11/27/2015	Debit	Wells Fargo	0.30

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	11/27/2015	Debit	Wells Fargo	5.00
WF - 1581	Check	11/30/2015	Debit	Wells Fargo	2.29
WF - 1581	Check	11/30/2015	Debit	Wells Fargo	0.50
WF - 1581	Check	11/30/2015	Debit	Wells Fargo	0.95
WF - 1581	Check	11/30/2015	Debit	Wells Fargo	0.17
WF - 1581	Check	11/30/2015	Debit	Wells Fargo	0.87
WF - 1581	Check	11/30/2015	Debit	Wells Fargo	0.71
WF - 1581	Check	12/01/2015	Debit	Wells Fargo	0.20
WF - 1581	Check	12/01/2015	Debit	Wells Fargo	0.31
WF - 1581	Check	12/01/2015	Debit	Wells Fargo	5.00
WF - 1581	Check	12/02/2015	Debit	Starbucks	4.50
WF - 1581	Check	12/02/2015	Debit	Wells Fargo	5.00
WF - 1581	Check	12/02/2015	Debit	Wells Fargo	0.27
WF - 1581	Check	12/04/2015	Debit	Wells Fargo	1.23
WF - 1581	Check	12/04/2015	Debit	Arco	44.65
WF - 1581	Check	12/07/2015	2052	Waldman Investments Inc	800.00
WF - 1581	Check	12/07/2015	Debit	Seasalt	94.00
WF - 1581	Check	12/07/2015	Debit	Wells Fargo	6.82
WF - 1581	Check	12/08/2015	Debit	QuickBooks	14.95
WF - 1581	Transfer	12/10/2015	Transfer		150.00
WF - 1581	Check	12/10/2015	Debit	Costco Gas	35.76
WF - 1581	Check	12/16/2015	Debit	Arco	38.96
WF - 1581	Check	12/17/2015	Debit	Shell Station	10.55
WF - 1581	Check	12/18/2015	Debit	Varso Gas	41.38
WF - 1581	Check	12/21/2015	Debit	Pacifica Del Mar	72.32
WF - 1581	Check	12/21/2015	Debit	Voipo	21.00
WF - 1581	Check	12/22/2015	Debit	AT&T	435.04
WF - 1581	Check	12/23/2015	Debit	Wells Fargo	45.00
WF - 1581	Check	12/23/2015	Debit	Costco Gas	28.02
WF - 1581	Check	12/28/2015	Debit	BT's Southern BBQ	70.66
WF - 1581	Check	12/29/2015	Debit	Arco	43.20
WF - 1581	Check	12/31/2015	2057	Waldman Investments Inc	800.00
WF - 1581	Check	01/07/2016	Debit	Golden Gate	31.77
WF - 1581	Check	01/11/2016	Debit	QuickBooks	14.95
WF - 1581	Transfer	01/11/2016	Transfer		150.00
WF - 1581	Check	01/11/2016	Debit	FedEx	34.01
WF - 1581	Check	01/12/2016	Debit	Arco	53.35
WF - 1581	Check	01/13/2016	Debit	Shell Station	48.03
WF - 1581	Check	01/19/2016	Debit	George's at the CO	195.70
WF - 1581	Check	01/19/2016	Debit	Laz Parking	9.00
WF - 1581	Check	01/19/2016	Debit	Laz Parking	7.50
WF - 1581	Check	01/19/2016	Debit	Vons Fuel	43.38

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

<b>WF Acct.</b>	<b>Type</b>	<b>Date</b>	<b>Type</b>	<b>Description</b>	<b>Withdrawal Amount</b>
WF - 1581	Check	01/20/2016	Debit	The US Grant Restaurant	72.48
WF - 1581	Check	01/20/2016	Debit	Go Daddy	45.96
WF - 1581	Check	01/20/2016	Debit	Go Daddy	22.98
WF - 1581	Check	01/20/2016	Debit	Voipo	21.00
WF - 1581	Check	01/21/2016	Debit	Shell Station	49.93
WF - 1581	Check	01/21/2016	Debit	AT&T	317.86
WF - 1581	Check	01/22/2016	2059	Cal-Sorrento Ltd	650.00
WF - 1581	Check	01/22/2016	Debit	Ballast Point	101.32
WF - 1581	Check	01/22/2016	Debit	Starbucks	25.00
WF - 1581	Check	01/22/2016	Debit	Ace Parking	8.00
WF - 1581	Check	01/25/2016	Debit	Varso Gas	36.29
WF - 1581	Check	01/28/2016	Debit	Costco Gas	23.17
WF - 1581	Check	01/28/2016	Debit	Chevron	50.73
WF - 1581	Check	01/29/2016	Debit	Verizon	164.19
WF - 1581	Check	01/29/2016	Debit	8 Elements	40.80
WF - 1581	Check	02/01/2016	2072	Waldman Investments Inc	800.00
WF - 1581	Check	02/02/2016	Debit	Sharefile	375.00
WF - 1581	Check	02/03/2016	Debit	Shell Station	36.53
WF - 1581	Check	02/04/2016	Debit	Copymat	57.24
WF - 1581	Check	02/05/2016	Debit	China Max	40.58
WF - 1581	Check	02/05/2016	Debit	Chino Hills Oil	30.00
WF - 1581	Check	02/08/2016	Debit	QuickBooks	14.95
WF - 1581	Check	02/08/2016	Debit	Costco Gas	38.72
WF - 1581	Check	02/09/2016	Debit	8 Elements	42.58
WF - 1581	Check	02/10/2016	2070	Cal-Sorrento Ltd	650.00
WF - 1581	Transfer	02/10/2016	Transfer		150.00
WF - 1581	Check	02/11/2016	Debit	Starbucks	4.20
WF - 1581	Check	02/12/2016	Debit	Ace Parking	14.00
WF - 1581	Check	02/12/2016	Debit	Shell Station	47.73
WF - 1581	Check	02/12/2016	Debit	Costco Gas	36.13
WF - 1581	Check	02/16/2016	Debit	Starbucks	3.15
WF - 1581	Check	02/16/2016	Debit	Herringbone	71.56
WF - 1581	Check	02/16/2016	Debit	Dukes	77.80
WF - 1581	Check	02/17/2016	Debit	Varso Gas	26.92
WF - 1581	Check	02/18/2016	Debit	Top Notch	105.00
WF - 1581	Check	02/22/2016	Debit	El Adobe	77.88
WF - 1581	Check	02/22/2016	Debit	Voipo	21.00
WF - 1581	Check	02/22/2016	Debit	Vons Fuel	25.02
WF - 1581	Check	02/22/2016	Debit	Shell Station	44.43
WF - 1581	Check	02/24/2016	Debit	Citysd Parking	1.75
WF - 1581	Check	02/25/2016	Debit	Copymat	216.00
WF - 1581	Check	02/25/2016	Debit	Verizon	168.40

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	02/26/2016	Debit	Panera Bread	9.37
WF - 1581	Check	02/26/2016	Debit	Arco	43.16
WF - 1581	Check	02/29/2016	2079	Waldman Investments Inc	850.00
WF - 1581	Check	03/02/2016	Debit	Miltons	68.24
WF - 1581	Check	03/02/2016	Debit	Shell Station	46.56
WF - 1581	Check	03/03/2016	Debit	Copymat	181.44
WF - 1581	Check	03/03/2016	Debit	AT&T	108.00
WF - 1581	Check	03/04/2016	Debit	USPS	24.24
WF - 1581	Check	03/07/2016	Debit	Rancho Bernardo	78.42
WF - 1581	Check	03/07/2016	Debit	Vons Fuel	39.19
WF - 1581	Check	03/08/2016	Debit	QuickBooks	14.95
WF - 1581	Check	03/09/2016	Debit	Island Prime	158.92
WF - 1581	Check	03/09/2016	Debit	Discount Tire	310.20
WF - 1581	Check	03/10/2016	Debit	Laz Parking	14.00
WF - 1581	Check	03/10/2016	Debit	Stone Brewing	75.64
WF - 1581	Transfer	03/10/2016	Transfer		25.00
WF - 1581	Check	03/10/2016	Debit	Shell Station	52.02
WF - 1581	Check	03/11/2016	2081	Cal-Sorrento Ltd	650.00
WF - 1581	Check	03/14/2016	Debit	Microsoft	69.99
WF - 1581	Check	03/14/2016	Debit	Americana	52.01
WF - 1581	Check	03/15/2016	Debit	Vons Fuel	45.73
WF - 1581	Check	03/15/2016	Debit	Arco	48.15
WF - 1581	Check	03/18/2016	Debit	Usd Dining Service	37.86
WF - 1581	Check	03/18/2016	Debit	Alternative Automobile	326.81
WF - 1581	Check	03/21/2016	Debit	Citysd Parking	3.50
WF - 1581	Check	03/21/2016	Debit	Citysd Parking	1.25
WF - 1581	Check	03/21/2016	Debit	Voip	21.00
WF - 1581	Check	03/22/2016	Debit	Citysd Parking	2.50
WF - 1581	Check	03/22/2016	Debit	Vons Fuel	46.13
WF - 1581	Check	03/22/2016	Debit	Autozone	21.59
WF - 1581	Check	03/23/2016	Debit	Starbucks	4.40
WF - 1581	Check	03/23/2016	Debit	Shell Station	48.34
WF - 1581	Check	03/28/2016	Debit	Laz Parking	12.00
WF - 1581	Check	03/28/2016	Debit	Verizon	163.77
WF - 1581	Check	03/29/2016	Debit	The Julian Grille	30.92
WF - 1581	Check	03/29/2016	Debit	Julian Cafe	14.95
WF - 1581	Check	03/30/2016	2084	Waldman Investments Inc	850.00
WF - 1581	Check	03/30/2016	Debit	8 Elements	27.20
WF - 1581	Check	03/31/2016	Debit	Varso Gas	40.85
WF - 1581	Check	04/04/2016	Debit	Shell Station	53.03
WF - 1581	Check	04/06/2016	2086	Cal-Sorrento Ltd	650.00
WF - 1581	Check	04/06/2016	Debit	Body Beautiful Car Wash	7.55

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

<b>WF Acct.</b>	<b>Type</b>	<b>Date</b>	<b>Type</b>	<b>Description</b>	<b>Withdrawal Amount</b>
WF - 1581	Check	04/07/2016	Debit	Rancho Bernardo	67.24
WF - 1581	Check	04/08/2016	Debit	QuickBooks	14.95
WF - 1581	Check	04/08/2016	Debit	AT&T	98.30
WF - 1581	Transfer	04/11/2016	Transfer		25.00
WF - 1581	Check	04/11/2016	Debit	Vons Fuel	50.26
WF - 1581	Check	04/12/2016	Debit	Chili's	36.28
WF - 1581	Check	04/12/2016	Debit	Stone Brewing	67.24
WF - 1581	Check	04/12/2016	Debit	Shell Station	53.92
WF - 1581	Check	04/15/2016	Debit	Starbucks	5.90
WF - 1581	Check	04/15/2016	Debit	Circle K	48.48
WF - 1581	Check	04/15/2016	Debit	Varso Gas	45.96
WF - 1581	Check	04/18/2016	Debit	Pechanga	44.07
WF - 1581	Check	04/19/2016	Debit	Arco	35.64
WF - 1581	Check	04/20/2016	Debit	Starbucks	4.40
WF - 1581	Check	04/20/2016	Debit	Voipo	21.00
WF - 1581	Check	04/21/2016	Debit	San Peets	9.55
WF - 1581	Check	04/22/2016	Debit	SouthPoint Gift Shop	10.37
WF - 1581	Check	04/25/2016	Debit	Subway	9.84
WF - 1581	Check	04/25/2016	Debit	Varso Gas	42.14
WF - 1581	Check	04/26/2016	Debit	Shell Station	52.45
WF - 1581	Check	04/27/2016	Debit	Verizon	178.25
WF - 1581	Check	04/28/2016	2090	Waldman Investments Inc	837.60
WF - 1581	Check	04/28/2016	Debit	Starbucks	15.85
WF - 1581	Check	05/02/2016	Debit	Sharefile	375.00
WF - 1581	Check	05/02/2016	Debit	7-Eleven	40.90
WF - 1581	Check	05/04/2016	Debit	8 Elements	40.80
WF - 1581	Check	05/05/2016	Debit	Varso Gas	45.85
WF - 1581	Check	05/05/2016	Debit	Barnes & Noble	6.25
WF - 1581	Check	05/06/2016	Debit	Five Guys	4.96
WF - 1581	Check	05/09/2016	Debit	QuickBooks	14.95
WF - 1581	Check	05/09/2016	Debit	Shell Station	34.76
WF - 1581	Check	05/09/2016	Debit	Target	4.40
WF - 1581	Transfer	05/10/2016	Transfer		25.00
WF - 1581	Check	05/10/2016	Debit	Shell Station	47.12
WF - 1581	Check	05/10/2016	Debit	Circle K	14.93
WF - 1581	Check	05/11/2016	Debit	Ogawashi	44.26
WF - 1581	Check	05/11/2016	Debit	Shell Station	41.06
WF - 1581	Check	05/16/2016	Debit	United	34.82
WF - 1581	Check	05/17/2016	Debit	Chevron	41.66
WF - 1581	Check	05/20/2016	Debit	Einstein Bagels	2.37
WF - 1581	Check	05/20/2016	Debit	Voipo	21.00
WF - 1581	Check	05/23/2016	Debit	Arco	20.97

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	05/23/2016	Debit	Buford Star	24.62
WF - 1581	Check	05/23/2016	Debit	Shell Station	47.49
WF - 1581	Check	05/23/2016	Debit	Costco Gas	49.20
WF - 1581	Check	05/30/2016	2091	Waldman Investments Inc	850.00
WF - 1581	Check	05/31/2016	Debit	Alternative Automobile	65.20
WF - 1581	Check	05/31/2016	Debit	Arco	35.50
WF - 1581	Check	06/01/2016	Debit	Shell Station	47.06
WF - 1581	Check	06/03/2016	Debit	Arco	10.10
WF - 1581	Check	06/06/2016	Debit	Einstein Bagels	5.29
WF - 1581	Check	06/07/2016	Debit	Varso Gas	49.66
WF - 1581	Check	06/08/2016	Debit	QuickBooks	14.95
WF - 1581	Check	06/08/2016	Debit	Shell Station	47.42
WF - 1581	Check	06/10/2016	Debit	Staples	18.33
WF - 1581	Transfer	06/10/2016	Transfer		25.00
WF - 1581	Check	06/10/2016	Debit	Varso Gas	50.42
WF - 1581	Check	06/13/2016	Debit	Capital	44.19
WF - 1581	Check	06/17/2016	Debit	A & R Oil	52.06
WF - 1581	Check	06/17/2016	Debit	Vons Fuel	45.30
WF - 1581	Check	06/17/2016	Debit	Shell Station	20.99
WF - 1581	Check	06/22/2016	Debit	Ace Parking	14.00
WF - 1581	Check	06/22/2016	Debit	Ace Parking	14.00
WF - 1581	Check	06/23/2016	Debit	Costco Gas	37.18
WF - 1581	Check	06/24/2016	Debit	Voipo	21.00
WF - 1581	Check	06/27/2016	Debit	SD Car Care	138.51
WF - 1581	Check	06/27/2016	Debit	Shell Station	57.39
WF - 1581	Check	06/30/2016	2096	Waldman Investments Inc	850.00
WF - 1581	Check	06/30/2016	Debit	Varso Gas	43.95
WF - 1581	Check	07/01/2016	Debit	Staples	9.66
WF - 1581	Check	07/05/2016	Debit	Spices Thai Cafe	47.88
WF - 1581	Check	07/07/2016	Debit	Costco Gas	45.73
WF - 1581	Check	07/07/2016	Debit	Costco	203.95
WF - 1581	Check	07/07/2016	Debit	Food Mart	52.93
WF - 1581	Check	07/11/2016	Debit	QuickBooks	14.95
WF - 1581	Check	07/11/2016	Debit	Starbucks	25.00
WF - 1581	Transfer	07/11/2016	Transfer		25.00
WF - 1581	Check	07/18/2016	Debit	Costco	222.88
WF - 1581	Check	07/18/2016	Debit	Bitdefend	39.95
WF - 1581	Check	07/18/2016	Debit	Varso Gas	46.54
WF - 1581	Check	07/19/2016	Debit	Arco	55.83
WF - 1581	Check	07/20/2016	Debit	Rancho Bernardo	54.36
WF - 1581	Check	07/20/2016	Debit	Voipo	21.00
WF - 1581	Check	07/22/2016	Debit	Spices Thai Cafe	29.81



EB5 Impact Advisors

Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	07/25/2016	Debit	Vons Fuel	29.26
WF - 1581	Check	07/28/2016	Debit	Shell Station	58.18
WF - 1581	Check	07/29/2016	Debit	Einstein Bagels	2.70
WF - 1581	Check	08/01/2016	Debit	Starbucks	50.00
WF - 1581	Check	08/01/2016	Debit	Verizon	200.00
WF - 1581	Check	08/02/2016	2097	Waldman Investments Inc	800.00
WF - 1581	Check	08/02/2016	Debit	Auto Park Car Wash	43.16
WF - 1581	Check	08/02/2016	Debit	Auto Park Car Wash	22.95
WF - 1581	Check	08/04/2016	Check	Unknown Vendor	571.80
WF - 1581	Transfer	08/10/2016	Transfer		25.00
WF - 1581	Check	08/11/2016	Debit	Henry's Smog	38.20
WF - 1581	Check	08/12/2016	Debit	State of CA DMV	279.00
WF - 1581	Check	08/15/2016	Debit	Arco	45.75
WF - 1581	Check	08/15/2016	Debit	Chevron	50.53
WF - 1581	Check	08/15/2016	Debit	Varso Gas	37.51
WF - 1581	Check	08/15/2016	Debit	Albertsons	4.50
WF - 1581	Check	08/16/2016	Debit	Stone Brewing	122.60
WF - 1581	Check	08/19/2016	Debit	Vons Fuel	37.12
WF - 1581	Check	08/22/2016	Debit	Starbucks	2.95
WF - 1581	Check	08/22/2016	Debit	Starbucks	2.95
WF - 1581	Check	08/22/2016	Debit	Voipo	21.00
WF - 1581	Check	08/22/2016	Debit	Body Beautiful Car Wash	48.50
WF - 1581	Check	08/23/2016	Debit	Varso Gas	48.71
WF - 1581	Check	08/24/2016	Debit	Verizon	221.51
WF - 1581	Check	08/26/2016	Debit	USPS	6.70
WF - 1581	Check	08/29/2016	2100	Waldman Investments Inc	800.00
WF - 1581	Check	08/30/2016	Debit	Vons Fuel	34.75
WF - 1581	Check	08/31/2016	Debit	Body Beautiful Car Wash	47.47
WF - 1581	Check	09/06/2016	Debit	Alternative Automobile	72.04
WF - 1581	Check	09/06/2016	Debit	Fry's	64.79
WF - 1581	Check	09/06/2016	Debit	Vons Fuel	41.49
WF - 1581	Check	09/08/2016	Debit	Adobe Systems	9.99
WF - 1581	Check	09/09/2016	Debit	QuickBooks	14.95
WF - 1581	Check	09/09/2016	Debit	Ace Parking	4.00
WF - 1581	Check	09/09/2016	Debit	Body Beautiful Car Wash	44.09
WF - 1581	Transfer	09/12/2016	Transfer		25.00
WF - 1581	Check	09/12/2016	Debit	Vons Fuel	34.64
WF - 1581	Check	09/13/2016	Debit	Bonnie Zito	678.75
WF - 1581	Check	09/13/2016	Debit	Bonnie Zito	663.75
WF - 1581	Check	09/14/2016	Debit	Citysd Parking	2.00
WF - 1581	Check	09/14/2016	Debit	Port of SD	2.25
WF - 1581	Check	09/14/2016	Debit	Citysd Parking	1.50

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	09/16/2016	Debit	Jake's	74.64
WF - 1581	Check	09/16/2016	Debit	7-Eleven	25.19
WF - 1581	Check	09/19/2016	Debit	Shell Station	49.24
WF - 1581	Check	09/23/2016	Debit	Postal Express	100.00
WF - 1581	Check	09/26/2016	Debit	Shell Station	56.10
WF - 1581	Check	09/27/2016	Debit	Voipo	21.00
WF - 1581	Check	09/28/2016	Debit	Varso Gas	48.38
WF - 1581	Check	09/30/2016	Debit	A & Z Oil	40.00
WF - 1581	Check	10/03/2016	2101	Waldman Investments Inc	800.00
WF - 1581	Check	10/07/2016	Debit	Circle K	50.26
WF - 1581	Check	10/11/2016	Debit	QuickBooks	14.95
WF - 1581	Check	10/11/2016	Debit	Adobe Systems	9.99
WF - 1581	Check	10/11/2016	Debit	Varso Gas	47.24
WF - 1581	Check	10/11/2016	Debit	Rancho Bernardo	220.36
WF - 1581	Transfer	10/11/2016	Transfer		25.00
WF - 1581	Check	10/13/2016	Debit	Alternative Automobile	626.29
WF - 1581	Check	10/14/2016	Debit	Chevron	47.94
WF - 1581	Check	10/17/2016	Debit	Wells Fargo	15.00
WF - 1581	Check	10/17/2016	Debit	Discount Tire	425.86
WF - 1581	Check	10/17/2016	Debit	Varso Gas	40.95
WF - 1581	Check	10/17/2016	Debit	Arco	6.07
WF - 1581	Check	10/18/2016	2106	Oliva Goddard & Wright	1,650.00
WF - 1581	Check	10/20/2016	Debit	Voipo	21.00
WF - 1581	Check	10/20/2016	Debit	Shell Station	30.01
WF - 1581	Check	10/20/2016	Debit	Chevron	50.09
WF - 1581	Check	10/24/2016	Debit	Bankers Hill	24.57
WF - 1581	Check	10/27/2016	Debit	Ace Parking	4.00
WF - 1581	Check	10/27/2016	Debit	Shell Station	51.16
WF - 1581	Check	10/29/2016	2108	Waldman Investments Inc	800.00
WF - 1581	Check	10/31/2016	Debit	Circle K	51.82
WF - 1581	Check	11/01/2016	2109	MG Properties	522.93
WF - 1581	Check	11/01/2016	Debit	AT&T	66.61
WF - 1581	Check	11/01/2016	Debit	Verizon	222.74
WF - 1581	Check	11/02/2016	Debit	Rancho Bernardo	50.58
WF - 1581	Check	11/02/2016	Debit	Staples	142.50
WF - 1581	Check	11/02/2016	Debit	Costco Gas	30.95
WF - 1581	Check	11/02/2016	Debit	Costco	41.01
WF - 1581	Check	11/07/2016	Debit	Arco	43.81
WF - 1581	Check	11/08/2016	Debit	QuickBooks	14.95
WF - 1581	Check	11/08/2016	Debit	Adobe Systems	9.99
WF - 1581	Check	11/10/2016	Debit	8 Elements	33.35
WF - 1581	Transfer	11/10/2016	Transfer		25.00

**EB5 Impact Advisors****Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

<b>WF Acct.</b>	<b>Type</b>	<b>Date</b>	<b>Type</b>	<b>Description</b>	<b>Withdrawal Amount</b>
WF - 1581	Check	11/10/2016	Debit	Costco Gas	44.95
WF - 1581	Check	11/12/2016	2110	Oliva Goddard & Wright	500.00
WF - 1581	Check	11/14/2016	Debit	Postal Express	100.00
WF - 1581	Check	11/14/2016	Debit	Swell	21.60
WF - 1581	Check	11/14/2016	Debit	Arco	51.29
WF - 1581	Check	11/17/2016	Debit	Hammacher Schlemme	39.95
WF - 1581	Check	11/17/2016	Debit	Vons Fuel	42.99
WF - 1581	Check	11/18/2016	Debit	Srs Clinic	86.00
WF - 1581	Check	11/18/2016	Debit	Srs Clinic	404.00
WF - 1581	Check	11/18/2016	Debit	The Westin	48.50
WF - 1581	Check	11/21/2016	Debit	PF Chang's	39.29
WF - 1581	Check	11/21/2016	Debit	Voipo	21.00
WF - 1581	Check	11/21/2016	Debit	CVS	57.08
WF - 1581	Check	11/22/2016	Debit	AT&T	119.81
WF - 1581	Check	11/22/2016	Debit	Arco	41.42
WF - 1581	Check	11/22/2016	Debit	Vons Fuel	32.05
WF - 1581	Check	11/22/2016	Debit	CVS	147.99
WF - 1581	Check	11/23/2016	Debit	Wells Fargo	15.00
WF - 1581	Check	11/25/2016	Debit	Lodge	25.60
WF - 1581	Check	11/25/2016	Debit	Einstein Bagels	8.29
WF - 1581	Check	11/30/2016	2113	Waldman Investments Inc	800.00
WF - 1581	Check	11/30/2016	Debit	Costco Gas	39.75
WF - 1581	Check	12/01/2016	2114	Paul Marquez	400.00
WF - 1581	Check	12/01/2016	Debit	Costco	90.71
WF - 1581	Check	12/01/2016	Debit	Vons Fuel	20.26
WF - 1581	Check	12/02/2016	Debit	Rancho Bernardo	82.04
WF - 1581	Check	12/02/2016	Debit	Verizon	305.00
WF - 1581	Check	12/02/2016	Debit	Go Daddy	37.98
WF - 1581	Check	12/02/2016	Debit	Arco	44.02
WF - 1581	Check	12/02/2016	Debit	Auto Park Car Wash	31.95
WF - 1581	Check	12/02/2016	Debit	Costco Gas	29.95
WF - 1581	Check	12/05/2016	Debit	Hammacher Schlemme	106.90
WF - 1581	Check	12/07/2016	Debit	Dropbox	9.99
WF - 1581	Check	12/07/2016	Debit	Stone Brewing	54.44
WF - 1581	Check	12/07/2016	Debit	Costco Gas	30.77
WF - 1581	Check	12/08/2016	Debit	QuickBooks	14.95
WF - 1581	Check	12/08/2016	Debit	Adobe Systems	9.99
WF - 1581	Check	12/08/2016	Debit	Staples	22.42
WF - 1581	Check	12/08/2016	Debit	Arco	46.56
WF - 1581	Check	12/09/2016	Debit	Wells Fargo	15.00
WF - 1581	Check	12/09/2016	Debit	Starbucks	25.00
WF - 1581	Check	12/12/2016	Debit	Staples	10.25

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Transfer	12/12/2016	Transfer		25.00
WF - 1581	Check	12/12/2016	Debit	Vons Fuel	35.49
WF - 1581	Check	12/13/2016	Debit	Golden State Gas	20.97
WF - 1581	Check	12/13/2016	Debit	Chevron	35.93
WF - 1581	Check	12/14/2016	Debit	QuickBooks	264.50
WF - 1581	Check	12/15/2016	Debit	AT&T	258.94
WF - 1581	Check	12/15/2016	Debit	Alternative Automobile	66.64
WF - 1581	Check	12/15/2016	Debit	Costco Gas	43.49
WF - 1581	Check	12/16/2016	Debit	Starbucks	1.95
WF - 1581	Check	12/19/2016	Debit	Copymat	52.92
WF - 1581	Check	12/19/2016	Debit	Sharp Healthcare	101.55
WF - 1581	Check	12/19/2016	Debit	Chevron	40.00
WF - 1581	Check	12/20/2016	Debit	Voipo	21.00
WF - 1581	Check	12/21/2016	Debit	Laz Parking	5.00
WF - 1581	Check	12/22/2016	Debit	FedEx	32.24
WF - 1581	Check	12/27/2016	Debit	Shell Station	45.00
WF - 1581	Check	12/30/2016	Debit	FedEx	8.61
WF - 1581	Check	01/03/2017	Debit	Arco	46.81
WF - 1581	Check	01/04/2017	Debit	Sharp Healthcare	101.55
WF - 1581	Check	01/04/2017	Debit	Go Daddy	15.17
WF - 1581	Check	01/04/2017	Debit	Phillips	24.23
WF - 1581	Check	01/04/2017	Debit	Smith's	31.11
WF - 1581	Check	01/04/2017	Debit	Flying J	36.13
WF - 1581	Check	01/05/2017	Debit	Starbucks	13.59
WF - 1581	Check	01/05/2017	Debit	West Winds Truck	0.03
WF - 1581	Check	01/05/2017	Debit	West Winds Truck	34.03
WF - 1581	Check	01/06/2017	Debit	Best Western	97.64
WF - 1581	Check	01/06/2017	Debit	Postal Express	100.00
WF - 1581	Check	01/09/2017	Debit	Adobe Systems	9.99
WF - 1581	Check	01/09/2017	Debit	Dropbox	9.99
WF - 1581	Check	01/10/2017	Debit	QuickBooks	14.95
WF - 1581	Transfer	01/10/2017	Transfer		25.00
WF - 1581	Check	01/13/2017	Debit	The Ritz Carlton	5.00
WF - 1581	Check	01/13/2017	Debit	Rebel	11.17
WF - 1581	Check	01/17/2017	Debit	Einstein Bagels	2.36
WF - 1581	Check	01/17/2017	Debit	Budget Car	169.66
WF - 1581	Check	01/17/2017	Debit	Ihop	17.36
WF - 1581	Check	01/17/2017	Debit	Hard Rock Hotel	129.44
WF - 1581	Check	01/17/2017	Debit	Bellagio - Palio	4.60
WF - 1581	Check	01/17/2017	Debit	Southwest	163.09
WF - 1581	Check	01/17/2017	Debit	Bellagio - Jpm	17.52
WF - 1581	Check	01/17/2017	Debit	Bellagio Self Park	10.00

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	01/17/2017	Debit	Plus - Aladdin	34.00
WF - 1581	Check	01/17/2017	Debit	Shell Station	52.40
WF - 1581	Check	01/17/2017	Debit	Vons Fuel	37.83
WF - 1581	Check	01/19/2017	Debit	Phil's BBQ	26.58
WF - 1581	Check	01/20/2017	Debit	Go Daddy	29.98
WF - 1581	Check	01/20/2017	Debit	Voipo	21.00
WF - 1581	Check	01/23/2017	Debit	Go Daddy	39.98
WF - 1581	Check	02/02/2017	Debit	Rock Bottom	72.26
WF - 1581	Check	02/02/2017	Debit	Taverna Blu	37.40
WF - 1581	Check	02/03/2017	Debit	Amtrak	159.60
WF - 1581	Check	02/03/2017	Debit	Uber	5.94
WF - 1581	Check	02/03/2017	Debit	Uber	4.00
WF - 1581	Check	02/07/2017	Debit	Dropbox	9.99
WF - 1581	Check	02/08/2017	Debit	QuickBooks	14.95
WF - 1581	Check	02/08/2017	Debit	Adobe Systems	9.99
WF - 1581	Check	02/09/2017	Debit	Uber	7.37
WF - 1581	Transfer	02/10/2017	Transfer		25.00
WF - 1581	Check	02/13/2017	Debit	Costco Gas	45.99
WF - 1581	Check	02/21/2017	Debit	FedEx	8.00
WF - 1581	Check	02/21/2017	Debit	FedEx	7.50
WF - 1581	Check	02/21/2017	Debit	Voipo	21.00
WF - 1581	Check	03/07/2017	Debit	Dropbox	9.99
WF - 1581	Check	03/08/2017	Debit	QuickBooks	14.95
WF - 1581	Check	03/08/2017	Debit	Adobe Systems	9.99
WF - 1581	Check	03/09/2017	Debit	Fastrak	40.00
WF - 1581	Check	03/10/2017	Debit	Postal Express	100.00
WF - 1581	Transfer	03/10/2017	Transfer		25.00
WF - 1581	Check	03/17/2017	Debit	Gordon Biersch	21.04
WF - 1581	Check	03/20/2017	Debit	Go Daddy	95.88
WF - 1581	Check	03/20/2017	Debit	Voipo	21.00
WF - 1581	Check	03/30/2017	Debit	Temecula Creek	120.29
WF - 1581	Check	04/03/2017	Debit	Dropbox	9.99
WF - 1581	Check	04/07/2017	Debit	Dropbox	9.99
WF - 1581	Check	04/07/2017	Debit	Microsoft	69.99
WF - 1581	Check	04/10/2017	Debit	QuickBooks	14.95
WF - 1581	Check	04/10/2017	Debit	Adobe Systems	9.99
WF - 1581	Transfer	04/10/2017	Transfer		25.00
WF - 1581	Check	04/20/2017	Debit	Voipo	21.00
WF - 1581	Check	04/21/2017	Debit	USPS	11.20
WF - 1581	Check	04/25/2017	Debit	Vons Fuel	37.89
WF - 1581	Check	04/26/2017	2115	Las vegas Development Fund	100.00
WF - 1581	Check	04/26/2017	Debit	Fastrak	40.00

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	04/28/2017	Debit	Wells Fargo	14.00
WF - 1581	Check	05/01/2017	Debit	Dropbox	9.99
WF - 1581	Check	05/05/2017	Debit	Postal Express	100.00
WF - 1581	Check	05/08/2017	Debit	QuickBooks	14.95
WF - 1581	Check	05/08/2017	Debit	Costco	39.26
WF - 1581	Check	05/08/2017	Debit	Dropbox	9.99
WF - 1581	Check	05/08/2017	Debit	Adobe Systems	9.99
WF - 1581	Transfer	05/10/2017	Transfer		25.00
WF - 1581	Check	05/16/2017	Debit	Postal Express	100.00
WF - 1581	Check	05/22/2017	Debit	Voipo	21.00
WF - 1581	Check	05/26/2017	Debit	San Diego County	32.00
WF - 1581	Check	05/30/2017	Debit	Starbucks	40.43
WF - 1581	Check	05/31/2017	Debit	Wells Fargo	14.00
WF - 1581	Check	06/01/2017	Debit	Dropbox	9.99
WF - 1581	Check	06/02/2017	Debit	Fastrak	7.61
WF - 1581	Check	06/05/2017	Debit	Fastrak	40.00
WF - 1581	Check	06/07/2017	Debit	Dropbox	9.99
WF - 1581	Check	06/08/2017	Debit	QuickBooks	14.95
WF - 1581	Check	06/08/2017	Debit	Adobe Systems	9.99
WF - 1581	Check	06/12/2017	Debit	Charm Thai Kitchen	36.23
WF - 1581	Transfer	06/12/2017	Transfer		25.00
WF - 1581	Check	06/20/2017	Debit	Voipo	21.00
WF - 1581	Check	06/21/2017	Debit	Arco	42.69
WF - 1581	Check	06/26/2017	Debit	Starbucks	7.85
WF - 1581	Check	06/26/2017	Debit	Temecula Creek	115.67
WF - 1581	Check	06/28/2017	Debit	Arco	40.74
WF - 1581	Check	06/28/2017	Debit	Rite Aid	19.37
WF - 1581	Check	07/03/2017	Debit	Dropbox	9.99
WF - 1581	Check	07/03/2017	Debit	Go Daddy	4.05
WF - 1581	Check	07/07/2017	Debit	Dropbox	9.99
WF - 1581	Check	07/07/2017	Debit	Arco	49.02
WF - 1581	Check	07/10/2017	Debit	Adobe Systems	9.99
WF - 1581	Check	07/10/2017	Debit	Kenworth Capital	239.76
WF - 1581	Transfer	07/10/2017	Transfer		25.00
WF - 1581	Check	07/11/2017	Debit	QuickBooks	14.95
WF - 1581	Check	07/12/2017	Debit	Southwest	223.95
WF - 1581	Check	07/12/2017	Debit	Southwest	15.00
WF - 1581	Check	07/12/2017	Debit	Southwest	15.00
WF - 1581	Check	07/17/2017	Debit	Laz Parking	30.00
WF - 1581	Check	07/17/2017	Debit	The Tin Fish	45.42
WF - 1581	Check	07/17/2017	Debit	Bitdefend	89.95
WF - 1581	Check	07/20/2017	Debit	Globalpoint	323.00

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

<b>WF Acct.</b>	<b>Type</b>	<b>Date</b>	<b>Type</b>	<b>Description</b>	<b>Withdrawal Amount</b>
WF - 1581	Check	07/20/2017	Debit	Voipo	21.00
WF - 1581	Check	07/24/2017	Debit	Ace Parking	8.00
WF - 1581	Check	07/31/2017	Debit	Fastrak	40.00
WF - 1581	Check	08/02/2017	Debit	Dropbox	9.99
WF - 1581	Check	08/03/2017	Debit	Enterprise Rent-A-Car	103.28
WF - 1581	Check	08/03/2017	Debit	San Diego County	32.00
WF - 1581	Check	08/04/2017	Debit	The Marketplace	40.68
WF - 1581	Check	08/04/2017	Debit	Postal Express	100.00
WF - 1581	Check	08/04/2017	Debit	Arco	47.34
WF - 1581	Check	08/07/2017	Debit	Dropbox	9.99
WF - 1581	Check	08/08/2017	Debit	QuickBooks	14.95
WF - 1581	Check	08/08/2017	Debit	Adobe Systems	9.99
WF - 1581	Check	08/09/2017	Debit	Arco	45.35
WF - 1581	Transfer	08/10/2017	Transfer		25.00
WF - 1581	Check	08/16/2017	Debit	Ace Parking	5.00
WF - 1581	Check	08/17/2017	Debit	Arco	43.50
WF - 1581	Check	08/21/2017	Debit	Voipo	21.00
WF - 1581	Check	08/25/2017	Debit	Arco	43.49
WF - 1581	Check	09/01/2017	Debit	Arco	45.08
WF - 1581	Check	09/05/2017	Debit	Dropbox	9.99
WF - 1581	Check	09/07/2017	Debit	Dropbox	9.99
WF - 1581	Check	09/08/2017	Debit	Adobe Systems	9.99
WF - 1581	Check	09/11/2017	Debit	Adobe Systems	14.95
WF - 1581	Transfer	09/11/2017	Transfer		25.00
WF - 1581	Check	09/11/2017	Debit	Arco	50.30
WF - 1581	Check	09/19/2017	Debit	Chevron	55.28
WF - 1581	Check	09/20/2017	Debit	Voipo	21.00
WF - 1581	Check	09/25/2017	Debit	Arco	52.35
WF - 1581	Check	10/02/2017	Debit	Fastrak	40.00
WF - 1581	Check	10/02/2017	Debit	Dropbox	9.99
WF - 1581	Check	10/05/2017	Debit	Arco	45.88
WF - 1581	Check	10/10/2017	Debit	QuickBooks	14.95
WF - 1581	Check	10/10/2017	Debit	Dropbox	9.99
WF - 1581	Check	10/10/2017	Debit	Adobe Systems	9.99
WF - 1581	Check	10/10/2017	Debit	Burger Lounge	27.79
WF - 1581	Transfer	10/10/2017	Transfer		25.00
WF - 1581	Check	10/13/2017	Debit	Charm Thai Kitchen	20.00
WF - 1581	Check	10/16/2017	Debit	Abm Parking	24.00
WF - 1581	Check	10/20/2017	Debit	Taxi Service	31.85
WF - 1581	Check	10/20/2017	Debit	Voipo	21.00
WF - 1581	Check	10/23/2017	Debit	Uber	16.40
WF - 1581	Check	10/25/2017	Debit	Arco	48.67

**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

WF Acct.	Type	Date	Type	Description	Withdrawal Amount
WF - 1581	Check	10/30/2017	Debit	Fastrak	40.00
WF - 1581	Check	10/30/2017	Debit	Postal Express	100.00
WF - 1581	Check	11/01/2017	Debit	Dropbox	9.99
WF - 1581	Check	11/06/2017	Debit	Fastrak	7.76
WF - 1581	Check	11/07/2017	Debit	Dropbox	9.99
WF - 1581	Check	11/08/2017	Debit	QuickBooks	14.95
WF - 1581	Check	11/08/2017	Debit	Adobe Systems	9.99
WF - 1581	Transfer	11/10/2017	Transfer		25.00
WF - 1581	Check	11/16/2017	Debit	Arco	45.32
WF - 1581	Check	11/20/2017	Debit	FedEx	17.50
WF - 1581	Check	11/20/2017	Debit	Charm Thai Kitchen	46.16
WF - 1581	Check	11/20/2017	Debit	Voipo	21.00
WF - 1581	Check	11/22/2017	Debit	Wells Fargo	15.00
WF - 1581	Check	12/01/2017	Debit	Dropbox	9.99
WF - 1581	Check	12/04/2017	Debit	Go Daddy	37.98
WF - 1581	Check	12/07/2017	Debit	Dropbox	9.99
WF - 1581	Check	12/08/2017	Debit	QuickBooks	14.95
WF - 1581	Check	12/08/2017	Debit	Adobe Systems	9.99
WF - 1581	Check	12/11/2017	Debit	Fastrak	40.00
WF - 1581	Transfer	12/11/2017	Transfer		25.00
WF - 1581	Check	12/15/2017	Debit	Postal Express	100.00
WF - 1581	Check	12/18/2017	Debit	USPS	69.25
WF - 1581	Check	12/29/2017	Debit	Wells Fargo	15.00
WF - 1581	Check	01/04/2018	Debit	Go Daddy	25.16
WF - 1581	Check	01/08/2018	Debit	Adobe Systems	9.99
WF - 1581	Check	01/08/2018	Debit	USPS	7.15
WF - 1581	Check	01/09/2018	Debit	QuickBooks	14.95
WF - 1581	Transfer	01/10/2018	Transfer		25.00
WF - 1581	Check	01/29/2018	Transfer	Unknown Vendor	1,500.00
WF - 1581	Check	01/31/2018	Debit	Wells Fargo	14.00
WF - 1581	Check	02/08/2018	Debit	QuickBooks	14.95
WF - 1581	Check	02/08/2018	Debit	Adobe Systems	9.99
WF - 1581	Transfer	02/12/2018	Transfer		25.00
WF - 1581	Check	02/28/2018	Debit	Wells Fargo	14.00
WF - 1581	Check	03/02/2018	Debit	Wells Fargo	15.00
WF - 1581	Check	03/02/2018	Debit	Postal Express	100.00
WF - 1581	Check	03/08/2018	Debit	QuickBooks	14.95
WF - 1581	Check	03/08/2018	Debit	Adobe Systems	9.99
WF - 1581	Transfer	03/12/2018	Transfer		25.00
WF - 1581	Check	03/19/2018	Debit	Go Daddy	95.88
WF - 1581	Check	03/30/2018	Debit	Wells Fargo	14.00
WF - 1581	Check	04/09/2018	Debit	QuickBooks	14.95



**EB5 Impact Advisors**

**Withdrawals on Wells Fargo statements not on Dziubla's Exhibit C**

<b>WF Acct.</b>	<b>Type</b>	<b>Date</b>	<b>Type</b>	<b>Description</b>	<b>Withdrawal Amount</b>
WF - 1581	Check	04/09/2018	Debit	Adobe Systems	9.99
WF - 1581	Check	04/09/2018	Debit	Microsoft	69.99
WF - 1581	Transfer	04/10/2018	Transfer		25.00
WF - 1581	Check	04/19/2018	Transfer	Unknown Vendor	570.00
WF - 1581	Check	04/30/2018	Debit	Wells Fargo	14.00
WF - 1581	Check	05/08/2018	Debit	QuickBooks	14.95
WF - 1581	Check	05/08/2018	Debit	Adobe Systems	9.99
WF - 1581	Transfer	05/10/2018	Transfer		25.00
WF - 1581	Check	05/14/2018	Debit	Postal Express	220.00
WF - 1581	Check	05/31/2018	Debit	Wells Fargo	14.00
WF - 1581	Check	06/08/2018	Debit	QuickBooks	14.95
WF - 1581	Check	06/08/2018	Debit	Adobe Systems	9.99
WF - 1581	Transfer	06/11/2018	Transfer		25.00
WF - 1581	Check	06/29/2018	Debit	Wells Fargo	14.00
WF - 1581	Check	07/09/2018	Debit	Adobe Systems	9.99
WF - 1581	Check	07/10/2018	Debit	QuickBooks	14.95
WF - 1581	Transfer	07/10/2018	Transfer		25.00
WF - 1581	Check	07/31/2018	Debit	Wells Fargo	14.00
WF - 1581	Check	08/03/2018	9192	Robert Dziubla	569.68
WF - 1581	Check	08/08/2018	Debit	QuickBooks	14.95
WF - 1581	Check	08/08/2018	Debit	Adobe Systems	9.99
WF - 1581	Transfer	08/10/2018	Transfer		25.00
WF - 3870	Transfer	04/01/2014	Transfer		2,000.00
WF - 3870	Transfer	02/18/2015	Transfer		1,000.00
WF - 3870	Transfer	02/22/2016	Transfer		3,000.00
WF - 3870	Transfer	02/03/2017	Transfer		300.00
WF - 3870	Transfer	11/21/2017	Transfer		200.00
WF - 3870	Transfer	05/10/2018	Transfer		200.00
WF - 3870	Transfer	08/31/2018	Transfer		153.32
<b>Total</b>					<b>\$ 86,408.71</b>

# **EXHIBIT 7**

# **EXHIBIT 7**

# CONFIDENTIAL

**From:** [Mike Meacher](mailto:Mike.Meacher)  
**To:** [Robert Dziubla \(rdziubla@eb5impactcapital.com\)](mailto:Robert.Dziubla@eb5impactcapital.com); [Jon Fleming \(jffleming@EB5impactcapital.com\)](mailto:Jon.Fleming@EB5impactcapital.com)  
**Cc:** [Jonathan Bazzz](mailto:Jonathan.Bazzz)  
**Subject:** Request for marketing and travel money  
**Date:** Tuesday, July 28, 2015 5:12:00 PM

---

Bob and Jon,

Your mention of the multiple other marketing countries to whom you will market the Front Sight EB-5 opportunity is news to us. We have only previously discussed countries other than China in a tangential manner. You have told me that Sinowel has thousands of wealthy clients with whom they have a pre-existing fiduciary relationship. With this relationship, why can't they sell it out quickly? We certainly don't object to other sources for investors. We want it sold out ASAP.

For Naish and I to better understand what you are planning, the costs and the timeline, please get us some detail.

We would like to see from Sinowel (and each of the other marketing entities) a detailed prediction on the timeline to sell investors in this project. What Naish and I really want to understand is how soon will they have the full subscription of 150 investors.

Because of the delays in getting approval from USCIS, all your marketing sources should be ready to go now. We have provided you with still photos, video components for your marketing video and all the other detail you requested.

Help us understand the marketing gameplan, timeline and costs from here to the finish line. After we understand this, Naish and I will arrange a call to discuss the details with you both.

Thanks,

Mike  
[Meacher@frontsight.com](mailto:Meacher@frontsight.com)  
702-425-6550

---

**From:** Robert Dziubla [<mailto:rdziubla@eb5impactcapital.com>]  
**Sent:** Tuesday, July 28, 2015 11:16 AM  
**To:** 'Mike Meacher'; 'Jon Fleming'  
**Subject:** RE: Request for marketing and travel money

Dear Mike,

We really do disagree with you on this point.

We have worked ceaselessly getting to this stage where we have USCIS approval for the Front Sight project and can begin the marketing efforts but are now being told that Front Sight doesn't want to pay for it. This really is our area of expertise and we know how to do it. But we need the agreed-to

FS 07295

2980

# CONFIDENTIAL

resources to do it.

Front Sight contractually committed to pay the expenses that were authorized in the signed engagement letter and budget of February 14, 2013, which also requires that all payments be made promptly upon being invoiced. We expect Front Sight to honor that commitment.

Yes, we will be using Sinowel in China, but **we absolutely will be using other agents in and sourcing investors from China, India, Central & South America, Russia & Ukraine, Africa, and the Middle East.** We (and derivatively Front Sight) would be horribly and tragically remiss if we were to rely only upon Sinowel and only upon the Chinese market. China, like any other country and market, is subject to volatility – and right now the Chinese markets are experiencing severe volatility, with the Shanghai and Shenzhen stock markets **declining by 8% yesterday alone.** No one can accurately predict all the results of that level of volatility and its potential effect on EBS financing in China. It may have a positive effect, or it could have a negative effect. At the same time, EBS has become increasingly popular around the world because the US provides safety and stability to investors from around the world who are beset by the increasing strife and turmoil in so many countries. And our job is to locate those investors worldwide. That is the job that Front Sight engaged us to do, and that is what we have been doing and will continue to do. But Front Sight must honor its commitment to us so that we can do our job.

If you wish to discuss this further on the phone, we are available.

Bob

**From:** Mike Meacher [mailto:mmeacher@frontsight.com]  
**Sent:** Tuesday, July 28, 2015 10:24 AM  
**To:** Robert Dziubla <rdziubla@eb5impactcapital.com>; Jon Fleming <jffleming@EB5impactcapital.com>  
**Subject:** Request for marketing and travel money

Bob and Jon,

Below you are requesting \$101,000 for International Marketing and Travel. Naish and I have discussed this and this marketing budget was created before you met and contracted with Sinowel. Since Sinowel has the customers and the financial incentive to push them into the Front Sight project, the marketing budget should be next to nil. Regarding travel, Front Sight will promptly reimburse you for any reasonable travel expenses upon submission of receipts for that travel.

Mike  
Meacher@frontsight.com  
702-425-6550

**From:** Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]  
**Sent:** Monday, July 27, 2015 1:46 PM

FS 07296

# CONFIDENTIAL

**To:** Mike Meacher  
**Cc:** Jon Fleming  
**Subject:** FW: Approval letters EB-5 Impact Capital RCWL410551734

Mike

As per our t/c just now, here's the APPROVAL! Yay, and thanks for your patience.

We will confer with Sinowel to start the marketing ASAP. Needless to say, Jon and I will be going to China soon for the road show, so we kindly request payment of \$101k under the approved budget line items for International Marketing and for Travel (which totaled \$111k – \$96k for international marketing and \$15k for travel) less the \$10k that Front Sight already paid and that we applied to the website development and the updated appraisal by Mark Lukens).

Best regards,

Bob

FS 07297

# **EXHIBIT 8**

# **EXHIBIT 8**

FRONT SIGHT MANAGEMENT, LLC  
V.  
LAS VEGAS DEVELOPMENT FUND LLC, ET AL.  
SUPPLEMENTAL EXPERT WITNESS REPORT OF  
CATHERINE DEBONO HOLMES, ESQ.

This Supplemental Report is provided to describe the significance of the **Addendum ("Addendum") and Supplement ("Supplement") to Addendum to the Report titled "The Economic and Jobs-Creation Impacts of the Exemplar Front Sight Firearms Training Institute Expansion Project in the Applicant EB5 Impact Capital Regional Center LLC"** prepared for Front Sight Management, Inc. by Prepared by: Michael K. Evans and David R. Evans of Evans, Carroll & Associates, Inc., dated as of September 19, 2019.

1. I have personally reviewed copies of the Addendum and Supplement.

2. Based upon my review of the Addendum and Supplement, these reports provide evidence sufficient to support a finding by the U.S. Citizenship and Immigration Services ("USCIS") that the expenditures incurred to date to construct the Front Sight Firearms Training Institute Expansion Project (the "**Project**") have created new jobs in excess of the number required for the existing EB-5 investors who have invested in the Project. A total of 10 new jobs are required for every EB-5 Investor. According to the Addendum, 185 jobs have been created since July 2016 by the Project, and a total of 135 jobs have been created since October 2016, when the first EB-5 proceeds were received by the Project. Therefore, if 13 EB-5 Investors have invested in this Project, then all of those 13 investors have already met the job creation requirements necessary to obtain a permanent visa under the EB-5 Program. This means that even if no additional work was done on the Project, all of the existing EB-5 Investors in the Project would qualify to receive their visas under the EB-5 Program.

3. Michael Evans and David Evans, the economists who prepared the Addendum and Supplement, are two of the most respected and experienced economists within the EB-5 business community. They and their team have prepared hundreds if not thousands of economic reports used to support EB-5 applications. The fact that they prepared this Addendum and Supplement provides a high level of confidence that the Addendum and Supplement have been prepared in accordance with all USCIS requirements and will therefore be accepted by USCIS as evidence of job creation by this Project.

4. The opinions provided in my expert report were provided to a reasonable degree of probability and the factual statements included in my expert report are true and correct to the best of my knowledge.

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

Dated: September 19, 2019.

A handwritten signature in cursive script that reads "Catherine DeBono Holmes". The ink is dark and the signature is written in a fluid, connected style.

Catherine DeBono Holmes, Esq.



# **EXHIBIT 9**

# **EXHIBIT 9**

# CONFIDENTIAL

**From:** Mike Meacher  
**To:** "Robert Dziubla"  
**Cc:** Jon Fleming (jfleming@legacyloans.com)  
**Subject:** EB5 statistics - Jake's, WSJ, India  
**Date:** Tuesday, April 22, 2014 5:18:00 PM

---

Thanks for the data Bob,

I forgot to mention to you that I have had many meals at Jake's in Del Mar. I also recall closing the bar there a few times after some golf matches at Rancho Santa Fe. Good choice for Easter if it was clear.

This linked article below in the WSJ today might be of interest to you. Apparently some cities in China are now arming their street patrol officers because of increased concerns of crime. Such awareness of the need for guns may increase motivation by EB-5 investors in China.

I also think your expansion into India is well considered. Lots of people there and India has the same problems at the top of their political food chain as China.

Thanks,

Mike  
[Meacher@frontsight.com](mailto:Meacher@frontsight.com)  
702-425-6550

<http://online.wsj.com/news/articles/SB20001424052702304049904579515312865749436>

---

**From:** Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]  
**Sent:** Tuesday, April 22, 2014 2:58 PM  
**To:** Mike Meacher  
**Cc:** 'Jon Fleming'  
**Subject:** EB5 statistics

Hi Mike,

I enjoyed our call this afternoon. I trust that I was able to dispel your doubts about the EB5 program that were engendered by your dinnertime conversation with that East Indian gentleman the other night who was having problems finding investors and getting USCIS approvals for his project. Indeed, our own experience and published statistics confirm that EB5 just continues to grow. As discussed, I suspect your dinner companion simply has put together a harebrained project that is failing to attract both EB5 investors and USCIS buy-in when the I-526s come up for approval.

I have attached a report that IUSA (Invest in the USA, our national EB5 trade organization) just published showing that USCIS approved:

- ✓ 79.6% of all I-526 applications for a conditional green card.

FS 07016

# CONFIDENTIAL

- ✓ 95% of all I-829 applications to remove the conditions from the green card two years later after the jobs have been proved up
- ✓ 87.2% of all I-924 applications for new Regional Centers (this is the form we just filed, using Front Sight as our exemplar project) or for expansions of existing regional centers.

These are compelling numbers. And we firmly continue to believe that Front Sight is a stellar candidate for EB5 financing.

Thanks for the good news that Naish will be paying our invoice by the end of April, as we do need to pay our lawyers promptly.

Best regards,

Bob

FS 07017

# **EXHIBIT 10**

# **EXHIBIT 10**

# CONFIDENTIAL

**From:** Mike Meacher  
**To:** "Robert Dziubla"  
**Subject:** RE: Status update - Timing of EBS raise and disbursement  
**Date:** Monday, November 18, 2013 5:17:00 PM

---

Bob,

I will call you tomorrow morning to go over this.

Thanks,

Mike  
[Meacher@frontsight.com](mailto:Meacher@frontsight.com)  
702-425-6550

---

**From:** Robert Dziubla [mailto:[rdziubla@kenworthcapital.com](mailto:rdziubla@kenworthcapital.com)]  
**Sent:** Monday, November 18, 2013 11:08 AM  
**To:** Mike Meacher  
**Cc:** Jon Fleming  
**Subject:** Status update - Timing of EBS raise and disbursement

Mike

We'd like to update you on the status and also get your feedback on some points:

1. Sean is finalizing his economic impact analysis, and it should be ready within the next couple of days. His analysis shows that 1,822.7 direct, indirect and induced jobs will be created, which is substantially more than the 1,500 needed to justify the \$75m of EBS funding.
2. Once we have your decision on the terms of the lease between Front Sight Development ("Developer") and Front Sight Management for the firearms training parcel, we will convey that to Phil Cohen so that he can finish up the USCIS business plan.
3. Attached is the 1-pager product description that John Small provided to me in response to point 1 in my list of 6 from the other day. Is this an accurate presentation of what you and Naish also understand will be the timeshare point-based product that will be sold? Are the prices in the range anticipated?
4. Based on our discussions with you and Naish, we understand that Front Sight wants the \$75m EBS raise done on an "all or none" basis, i.e. all \$75m gets raised in its entirety before any disbursement to the Developer? Is that still accurate? Or would you prefer to have the first disbursement made when there is a minimum raise of, say, 50% (\$37.5m)? As you consider this point, please bear in mind that we are hoping to have the first 75 investors into escrow within 2 - 4 months after USCIS approval, with the balance (all 150) into escrow within 6 - 12 months after USCIS approval.
5. In all events, the USCIS timing from the investor's viewpoint is that once the investor has decided to make the \$500k investment, he:
  - a. Signs the Subscription Agreement and other documents and then deposits the \$500k into our escrow account;

FS 06910

# CONFIDENTIAL

- b. Engages immigration counsel to prepare and submit the I-526 application to USCIS (usually a 2 – 4 week process)
- c. USCIS is currently taking about 10 – 12 months to review and approve the I-526 after submittal.

We assume that you do not want to delay the loan disbursement for this additional 10 – 12 months until the investor's I-526 is approved by USCIS, yes?

If so, then we need to discuss and agree upon how much of the \$500k is released to Front Sight prior to USCIS approval so that you can commence construction. We would suggest that the early release of the investor's \$500k to you be at a 50 – 75% level, i.e. \$250 – 375k. The reason we suggest that disbursement level is because the historical figures for the past six years show that USCIS typically approves >80% of all I-526 applications. Thus, if we have a holdback level of 25 – 50%, then there should be more than sufficient funds available in escrow to refund those 25% or fewer of investors who have their I-526 denied. If by chance there is a flurry of USCIS denials at the same time, then there could be a slight chance that the holdback amount in escrow could be depleted. For marketing purposes, therefore, it will be useful if Front Sight were to commit to refund the \$500k to any investor whose I-526 is denied.

Once you've had a chance to mull this over, please give me a ring to discuss.

Thanks,

Bob

Robert W. Dziabla  
President & CEO  
Kenworth Capital, Inc.  
[rdziabla@kenworthcapital.com](mailto:rdziabla@kenworthcapital.com)  
Phone: 858.699.4367  
Fax: 858.332.1795  
PO Box 3003  
916 Southwood Blvd., Suite 1G  
Incline Village, Nevada 89450

FS 06911

# **EXHIBIT 11**

# **EXHIBIT 11**

# CONFIDENTIAL

**From:** Robert Ozubla  
**To:** Mike Mearns  
**Cc:** "Jon Fleming"  
**Subject:** Senator Heller  
**Date:** Thursday, May 15, 2014 9:20:24 AM  
**Attachments:** [Letter - Sarah Paul & Senator Heller 13May2014.pdf](#)  
[Senator Heller - expedite approval request letter.docx](#)

---

Hi Mike,

Please find attached a copy of our fax to Senator Heller's office (Sarah Paul, Legislative Director) asking him to send a letter to USCIS asking for expedited approval. We'll keep you posted of course.

I'm tied up most of today, but would like to chat with you tomorrow, if you have time, about the possibility of also getting support / expedite letters from Harry Reid and your local congressman.

Best regards,

Bob

FS 02657



May 13, 2014

By Facsimile (202-228-6753)

Ms. Sarah Timoney Paul  
Legislative Director  
Senator Dean Heller  
324 Hart Senate Office Building  
Washington, D.C. 20510

**Re: \$75 Million Front Sight Expansion Project in Nye County, NV**

Dear Sarah:

I enjoyed meeting you and Senator Heller last week, and thanks again for making time to discuss the \$75,000,000 expansion project for the Front Sight Firearms Training Institute in Pahrump, NV.

Front Sight is the largest and most successful firearms training institute in the United States, and in 2013 trained over 34,000 students to the highest professional safety levels anywhere in the world. Student attendance has increased on average 30% per year for the past six years, and Front Sight now has over 120,000 paid members and a database in excess of 750,000 people.

Because of this tremendous and growing demand, Front Sight needs to double its training ranges and build an on-site resort & vacation club. The total project cost is over \$100,000,000. Front Sight intends to raise up to \$75m of EB-5 immigrant investor money to finance this major expansion. Our world-renowned economist, Professor Sean Flynn of Scripps College, has concluded that this expansion will create over **1,822 new jobs for Nevada and infuse \$16.3m into the local economy each year.**

Senator Heller has already provided us with a letter of support dated March 10, 2014, which was included in our submission to USCIS. We kindly request that the Senator now adjure USCIS to expedite approval of the Front Sight project. We have slightly modified the Senator's earlier support letter, as per the attached, to provide suggested language for the request letter to USCIS. With the Senator's support, we hope to obtain USCIS approval in 3 - 4 months, as opposed to the 1-year plus that otherwise seems to prevail. Expedited approval would be of tremendous benefit to Nevada.

We appreciate your help and cooperation. If we can answer any questions or concerns, please let us know.

Kind regards,

  
Robert Dziubia

Encl

Cc: Mr. Mike Meacher - COO, Front Sight

FS 02658

# **EXHIBIT 12**

# **EXHIBIT 12**

# CONFIDENTIAL

**From:** Robert Dzubla  
**To:** Mike Maacher  
**Cc:** Jon Fleming  
**Subject:** FW: FedEx Shipment 780675961865 Delivered  
**Date:** Tuesday, May 19, 2015 9:46:35 AM  
**Attachments:** RFF #2 - EB5 ImpactFiling in Response to May 2015 RFE(24204178\_1)(94207448\_1).pdf

---

Dear Mike

Please find below the FedEx delivery confirmation to USCIS of the response to RFF #2, and attached is the response that was filed.

Best regards,

Bob

-----Original Message-----

**From:** Schulz, C. Matthew [mailto:matthew.schulz@dentons.com]  
**Sent:** Tuesday, May 19, 2015 8:41 AM  
**To:** rdzubla@eb5impactcapital.com  
**Cc:** 'Jon Fleming' (jfleming@EB5impactcapital.com); Hizon, Neille  
**Subject:** FW: FedEx Shipment 780675961865 Delivered

Delivery confirmation below.

C. Matthew Schulz  
Partner

D -1 650 798 0361 | US Internal 70361  
matthew.schulz@dentons.com  
www.dentons.com

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

SNR Denton is proud to join Salans and FMC as a founding member of Dentons.

Dentons is an international legal practice providing client services worldwide through its member firms and affiliates. This email may be confidential and protected by legal privilege. If you are not the intended recipient, disclosure, copying, distribution and use are prohibited; please notify us immediately and delete this copy from your system. Please see dentons.com for Legal Notices.

-----Original Message-----

**From:** trackingupdates@fedex.com [mailto:trackingupdates@fedex.com]  
**Sent:** Tuesday, May 19, 2015 6:57 AM  
**To:** Schulz, C. Matthew  
**Subject:** FedEx Shipment 780675961865 Delivered

---

FS 03613

# CONFIDENTIAL

This tracking update has been requested by:

Company Name: Dentons US LLP  
Name: Nathalia Crisostomo Hizon  
E-mail: nellie.hizon@dentons.com

Message: Response to RFE dated 5/05/15

---

Our records indicate that the following shipment has been delivered:

Reference: 20008230-0006.NCH  
Ship (P/U) date: May 18, 2015  
Delivery date: May 19, 2015 9:30 AM  
Sign for by: R.GILL  
Delivery location: WASHINGTON, DC  
Delivered to: Shipping/Receiving  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 0.50 lb.  
Special handling/Services: Deliver Weekday

Tracking number: 780675961865

Shipper Information	Recipient Information
Nathalia Crisostomo Hizon	USCIS
Dentons US LLP	Immigrant Investor Program
1530 Page Mill Road	20 MASSACHUSETTS AVE NW
Suite 200	WASHINGTON
Palo Alto	DC
CA	US
US	20529
94304	

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 8:56 AM CDT on 05/19/2015.

To learn more about FedEx Express, please visit our website at [fedex.com](http://fedex.com).

All weights are estimated.

To track the status of this shipment online, please use the following:  
<https://www.fedex.com/insight/findit/rrp.jsp?tracknumbers=780675961865&language=en&opco=FX&clientype=rvpodalt>

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

Thank you for your business.

FS 03614

2997



C. Matthew Schell  
Partner

**CONFIDENTIAL**

mschell@dentons.com  
D +1 850 798 0361

Salina FMC SMR Denton  
dentons.com

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

T +1 850 798 0300  
F +1 850 798 0310

May 18, 2015

**By Email and US Post**

U.S. Citizenship and Immigration Services  
Immigrant Investor Program  
20 Massachusetts Ave., N.W., Mail Stop 2235  
Washington, D.C. 20529

Re: Receipt # RCW14105511734  
Regional Center: EB-5 Impact Capital Regional Center, LLC  
Response to RFE

Dear Sir or Madam:

We respectfully request your assistance to grant our client's petition for EB-5 regional center designation and actual project exemplar in the above-entitled matter. This letter is filed in response to the RFE, dated May 5, 2015.

I am the attorney of record and my G-28 is already on file.

Please note that although I am identified on the RFE, the adjudicator also listed attorney Shelia DeLa Cruz. I confirmed with my client that they have no relationship with this attorney and we request that you update your records to avoid further disclosures of Privacy Act protected information to unauthorized members of the public.

The RFE requested the following:

1. Clarification whether the correct total of the project is \$75M or \$150M;
2. Clarification of the discrepancy between the number of new direct jobs found on Exhibit I (sic), Table 10 and Table 11, and an indication of which of these jobs from Exhibit I (sic) are applicable to the Front Sight Training Institute expansion; and
3. A statement regarding the source of capital (who or what put up the equity for the RC start-up funds or copy of a bank statement showing the regional center funds are in a business account).

In response, enclosed please:

- Copy of the RFE, dated May 5, 2015;
- A revised Sources & Use of Funds chart, showing that the correct total of the project is \$150M;

FS 03615

- A revised Exhibit J to the Business Plan submitted in response to the previous RFE, pages 147 to 163. This more clearly shows the creation of 145 jobs in the Vacation Club Resort and corrects the 229 figure mistakenly printed in the earlier submission; and
- Letter from EB5 Impact Advisors, dated May 11, 2015, regarding the source of start-up funds.

#### Analysis

##### I. Clarification whether the correct total of the project is \$75M or \$150M

The correct total of the project is \$150M. \$75M will be funded with EB5 investor funds and the developer has already invested \$75M. The revised Sources & Use of Funds chart shows the correct \$150M total, as well as the developer's two contributions of \$50M and \$25M.

##### II. Clarification of the discrepancy between the number of new direct jobs found on Exhibit 1, Table 10 and Table 11, and an indication of which jobs from Exhibit 1 are applicable to the Front Sight Training Institute expansion

The revised Exhibit J, found on pages 146-163 of the Business Plan submitted in response to the previous RFE, corrects any the discrepancy. It indicates clearly the 145 direct jobs that will be created in the Vacation Club Resort, not the Front Sight Training Institute expansion. This 145 jobs creation figure is now the same as the input used in the Economic Analysis already submitted.


##### III. A statement regarding the source of capital (who or what put up the equity for the RC start-up funds or copy of a bank statement showing the regional center funds are in a business account)

As requested, EB5 Impact Advisors LLC President & CEO Robert Dziubla confirms in the enclosed May 11, 2015, statement that his firm directly contributed over \$130,000 for the payment of the expenses associated with the startup of the RC. EB5 Impact Advisors is the 80% shareholder of the RC. The letter explains how the funds have and are being used to cover the startup expenses, including professional services and the development of the RC business plan and legal documents, as well as the market study, appraisal, etc.

#### Conclusion

We believe that the information and documentation fully responds to all of the questions/concerns raised in this RFE. Further, we believe that the administrative record now contains sufficient information and documentation to meet our client's burden of proof and establish eligibility for the benefits sought. To allow our client to begin to solicit EB5 investor funds for the purpose of job creation for US workers, we ask that you approve the RC designation and actual project exemplar expeditiously. The project is shovel ready and awaits only your approval.

Thank you in advance for your favorable consideration of this petition. Please do not hesitate to contact me if there is any additional information or documentation that will assist you. We look forward to hearing from you soon.

Sincerely,  
  
C. Matthew Schulz  
Partner

Enclosures