

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 04:39 p.m.  
Dist. Ct. Case No: A-18-781084-B Elizabeth A. Brown  
Clerk of Supreme Court

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

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**PETITIONER’S APPENDIX  
VOLUME XVIII**

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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)		
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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
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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)		

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

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

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

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

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

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

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

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

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

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Errata to Supplemental Declaration of Robert Dziubla in Support of Defendants’ Opposition to Plaintiff’s Second Motion for Temporary Restraining Order and Preliminary Injunction (03/20/2019)	IV	0882-0892
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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
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Notice of Entry of Findings of Fact and Conclusions of Law and Order Granting In Part and Denying In Part Defendants’ Motion for Protective Order Regarding Discovery of Consultants and Individual Investors Confidential Information (07/06/2020)	XVIII	4334-4342

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

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



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

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

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

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

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

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

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

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

1	Notice of Entry of Order on Plaintiff's Motion for	II	0323-0327
2	Preliminary Injunction (01/17/2019)		
3	Notice of Entry of Order on Plaintiff's Motion to	II	0338-0343
4	Disqualify C. Keith Greer as Attorney of Record for		
5	Defendants (01/25/2019)		
6	Notice of Entry of Order on Plaintiff's Petition for	I	0069-0074
7	Appointment of Receiver and for an Accounting		
8	(11/27/2018)		
9	Notice of Entry of Order on Plaintiff's Renewed	II	0328-0332
10	Motion for an Accounting Related to Defendants Las		
11	Vegas Development Fund LLC and Robert Dziubla		
12	and for Release of Funds (01/17/2019)		
13	Notice of Entry of Order on Status Check Regarding	XIII	3092-3095
14	Discovery Responses/Plaintiff's Motion to Compel		
15	(01/23/2020)		
16	Notice of Entry of Order Regarding February 5,	XIV	3381-3385
17	2020 Status Check (02/19/2020)		
18	Notice of Entry of Order Shortening Time	III	0629-0658
19	(02/15/2019)		
20	Notice of Entry of Order Shortening Time	XII	2777-2785
21	(11/15/2019)		
22	Notice of Entry of Order Shortening Time	XII	2823-2836
23	(12/11/2019)		
24	Notice of Entry of Order Shortening Time	XIV	3349-3368
25	(02/11/2020)		
26	Notice of Entry of Order Shortening Time	XVIII	4294-4305
27	(06/12/2020)		
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1	Notice of Entry of Order Staying All Subpoenas For	VII	1592-1599
2	Documents and Depositions which were Served on		
3	Non-Parties by Plaintiff (09/13/2019)		
4	Notice of Entry of Protective Order (11/27/2018)	I	0080-0098
5			
6	Notice of Entry of Stipulation and Order	XII	2841-2846
7	(12/18/2019)		
8	Notice of Entry of Stipulation and Order Regarding	VI	1325-1330
9	Defendants' Judicial Foreclosure Cause of Action		
10	(06/25/2019)		
11	Notice of Entry of Stipulation and Order Regarding	XII	2801-2816
12	Exhibit (12/6/2019)		
13	Notice of Entry of Stipulation and Order Resetting	XIV	3386-3391
14	Hearings and Briefing Schedule (02/25/2020)		
15	Notice of Entry of Stipulation and Order to Extend	XVIII	4390-4403
16	Discovery Deadlines (09/02/2020)		
17	Notice of Entry of Stipulation and Order to Extend	XVII	4046-4056
18	Discovery Deadlines and Continue Trial (Second		
19	Request) (05/13/2020)		
20	Notice of Entry of Stipulation and Order to Replace	XV / XVI	3693-3891
21	Exhibit "A" to Defendant's Motion for Leave to		
22	Amend the Countercomplaint <i>[redacted in district</i>		
23	<i>court filing]</i> (04/20/2020)		
24	Notice of Intent to Issue Subpoena to Bank of	X	2379-2459
25	America, N.A. (10/22/2019)		
26	Notice of Intent to Issue Subpoena to Lucas Horsfall,	X	2298-2378
27	LLP (10/22/2019)		
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1	Opposition Memorandum of Defendant Las Vegas	III	0659-0669
2	Development Fund, LLC to Plaintiff's Motion to		
3	Seal and/or Redact Pleadings and Exhibits		
4	(02/19/2019)		
5	Opposition to Defendant Las Vegas Development	III	0670-0730
6	Fund LLC's Motion for Appointment of Receiver		
7	(02/22/2019)		
8	Opposition to Defendant Las Vegas Development	XVII	4017-4045
9	Fund LLC's Motion for Clarification on Order		
10	Shortening Time (05/11/2020)		
11	Order Re Rule 16 Conference, Setting Civil Jury	VII	1573-1577
12	Trial, Pre-Trial/Calendar Call and Deadlines for		
13	Motions; Discovery Scheduling Order (08/20/2019)		
14	Order Scheduling Hearing (09/27/2019)	VIII	1931-1932
15	Order Setting Settlement Conference (12/06/2018)	I	0105-0106
16	Order Setting Settlement Conference (06/04/2019)	VI	1314-1315
17	Plaintiff's Motion for Sanctions (09/17/2019)	VII	1600-1643
18	Plaintiff's Motion to Quash Subpoenas (10/29/2019)	X	2460-2478
19	Plaintiff's Second Motion for Temporary Restraining	IV	0770-0836
20	Order and Preliminary Injunction, Motion for Order		
21	Shortening Time, and Order Shortening Time		
22	(03/01/19)		
23	Reply in Support of Defendant and Counterclaimant	XVI / XVII	3897-4006
24	Las Vegas Development Fund, LLC's Motion for		
25	Leave to Amend the Counterclaim <i>[redacted in</i>		
26	<i>district court filing]</i> (04/29/2020)		
27	Reply to Opposition to Motion to Quash Subpoenas	XI / XII	2661-2776
28	(11/15/2019)		

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

3.5.2 No suit, action, or other proceeding shall be pending or threatened which seeks to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or to obtain damages or other relief in connection therewith;

3.5.3 No breach of any warranty or representation by Borrower to Lender shall have occurred;

3.5.4 No event or circumstance shall have occurred and be continuing which constitutes or would constitute, upon the giving of notice or passage of time, an Event of Default or a failure of any condition of this Agreement;

3.6 **DISBURSEMENT OF LOAN PROCEEDS; RESTRICTIONS.** The Loan Proceeds disbursed shall be used by Borrower solely to finance Borrower's monthly obligations to the Construction Contractors in accordance with the Construction Contracts. Borrower shall agree to make monthly progress payments to the Construction Contractors for work performed in accordance with the Construction Agreements in an amount up to Four Hundred Thousand and No/100 Dollars (\$400,000.00) (the "Installment Payments"). To the extent that monthly obligations of Borrower to the Construction Contractors for work performed in accordance with the Construction Agreements shall exceed the amount of the Installment Payment made by Borrower for said month, any amount in excess shall be financed by Lender as an Advance under the Loan. For the avoidance of doubt, Borrower shall make the Installment Payments to Top Rank, in its capacity both as lead contractor and as agent on behalf of the entities constituting Lender, and Top Rank shall be solely responsible for distributing the amount of the Installment Payments amongst the Construction Contractors and for recording and registering on behalf of Lender the portion of the Loan Proceeds attributable to each entity constituting Lender.

3.7 **APPLICATION OF PAYMENTS.** All payments received by Lender from, or for the account of, Borrower on the Loan shall be applied pursuant to the terms of the Note. All records of payments received by Lender shall be maintained at Lender's office, and the records of Lender shall, absent manifest error, be binding and conclusive upon Borrower. The failure of Lender to record any payment or expense shall not limit or otherwise affect the obligations of Borrower under the Note, this Agreement, and/or any other Loan Documents.

3.8 **LOAN TERM.** The term of the Loan will commence on the date of Loan Closing and the Loan will mature upon the Maturity Date, subject to acceleration or adjustment as provided in this Agreement and the other Loan Documents.

3.9 **SPECIAL OBLIGATION.** The Borrower's obligation to repay the Obligations is a special obligation of the Borrower limited solely to Net Revenues and is subordinate to the payment of the Installment Payments. Notwithstanding the foregoing, however, nothing herein prohibits the Borrower from voluntarily making any payment hereunder from any source of available funds of the Borrower.

3.10 OBLIGATIONS ABSOLUTE. The obligations of the Borrower to repay the Obligations and to perform and observe the agreements and covenants contained herein are absolute and unconditional and are not subject to any defense or right of setoff, counterclaim or recoupment arising out of any breach of the Borrower or Lender of any obligation to the Borrower, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the Borrower by the Lender. Unless and until the Obligations have been paid in full, the Borrower:

3.10.1 will not suspend or discontinue repayment of the Obligations, subject to the availability of Net Revenues as provided herein,

3.10.2 will perform and observe all other agreements and covenants contained in this Agreement or any documents executed in connection therewith, and

3.10.3 will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of acts or circumstances that may constitute the failure of consideration, eviction or constructive eviction, destruction of the Assets of the Borrower, the sale of the Assets of the Borrower, the taking by eminent domain of title to or temporary use of any Assets of the Borrower, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Nevada or any political subdivision thereof or any failure of Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agreement.

#### **ARTICLE 4. BORROWER'S COVENANTS**

In addition to all other covenants of Borrower under the Loan Documents, Borrower agrees:

4.1 LENDERMAYEXAMINEBOOKSANDRECORDS. Lender shall have the right, from time to time, acting by and through its employees or agents, to examine the books, records, and accounting data of Borrower, and to make extracts therefrom or copies thereof. Borrower shall promptly make such books, records, and accounting data available to Lender, as stated above, upon written request, and upon like request shall promptly advise Lender, in writing, of the location of such books, records, and accounting data.

4.2 COMPLIANCE WITH LAWS AND CONTRACTS. Borrower shall comply with the requirements of all applicable Laws and orders of any governmental Borrower, provided that if Borrower has not so complied by the date prescribed in any such Law, order, or regulation, Borrower shall comply therewith by the date set forth in any order of the governmental Borrower charged with the enforcement of such Law, order or regulation if such date is later, and comply with all contracts, agreements, indentures or instruments by which it is bound.

4.3 **MAINTENANCE OF PROPERTIES AND PRESERVE EXISTENCE.** Borrower shall maintain and preserve, or cause to be maintained and preserved, all of its properties, necessary or useful in the proper conduct of its business, including such as may be under lease, in good working order and condition, ordinary wear and tear excepted. Borrower, so long as Borrower remains obligated on the Loan, shall do all things necessary to preserve and keep in full force and effect Borrower's organizational status, and will comply with all Laws, orders and decrees of any governmental entity or court applicable to Borrower or to any such property.

4.4 **BOOKS AND RECORDS; AUDIT AND EXAMINATION.** Borrower shall at all times during the term of the Loan, keep and maintain all books and records, in original form, as shall be required and as shall otherwise be appropriate pertaining to the performance by Borrower of its covenants and other obligations hereunder, and otherwise pertaining to its operations and activities. Borrower shall at all times permit Lender to review, audit and examine all such books and records, either directly or through one or more auditors designated by Lender, including independent contractors.

4.5 **NO AUTOMATIC SET-OFF.** Borrower acknowledges and agrees that the fact of any sum or sums being on deposit with Lender shall in no way constitute a set-off against or be deemed to compensate the obligations of the Loan or any payment or performance due under the Loan Documents or this Agreement, unless and until Lender, by affirmative action, shall so apply said accounts or any portion thereof, and then only to the extent thereof as so designated by Lender.

4.6 **RELIANCE BY LENDER.** Borrower agrees that Lender may conclusively assume that the statements, facts, information, and representations contained herein and/or in any affidavits, orders, receipts, or other written instrument(s) that are filed with Lender or exhibited to it, are true and correct, and Lender may rely thereon without any investigation or inquiry, and any payment made by Lender in reliance thereon shall be a complete release in its favor for all sums so paid.

4.7 **RESTRICTIONS ON CHANGES.** Borrower shall not, without the prior written consent of Lender, become a party to any transaction whereby all or any substantial part of the properties, Assets or undertakings of Borrower (whether legally or beneficially owned by Borrower), would become the property of any other person or entity, whether by way of transfer, sale, conveyance, lease, sale and leaseback, or otherwise.

4.8 **OTHER DEBT.** Borrower shall pay, or cause to be paid, and discharge, or cause to be discharged, (a) when due all lawful claims (including, without limitation, claims for labor, materials, and supplies), which, if unpaid, might become a lien or encumbrance upon any of its Assets or property; and (b) all its other obligations and indebtedness when due; provided, however, that Borrower may contest any of the foregoing in good faith and by appropriate proceedings diligently prosecuted by Borrower as long as Borrower has adequate reserves to pay any adverse determination or has otherwise provided Lender evidence of a surety or bond to pay any adverse determination.



#### 4.9 ACCESS TO BOOKS AND RECORDS.

4.9.1 Absent the occurrence of an Event of Default which is continuing, at all reasonable times, Lender, by and through its employees or agents, shall have the right to inspect, verify, copy and all or Borrower's books and records relating to Borrower's business. Lender shall take reasonable steps to keep confidential all confidential information obtained in any Auditor appraisal, provided however that Lender shall have the right to disclose any such information to its auditors, regulatory agencies, and attorneys, and pursuant to any subpoena or other legal process.

4.9.2 Upon the occurrence of an Event of Default which is continuing, Lender shall have the right to inspect, verify, copy and all or Borrower's books and records relating to Borrower's business.

4.9.3 Borrower agrees to reimburse Lender immediately upon demand for all fees and out-of-pocket expenses for such audits and appraisals upon the occurrence of an Event of Default which is continuing.

4.9.4 Borrower will not enter into any agreement with any accounting firm, service bureau or third party to store Borrower's books or records at any location other than Borrower's address set forth in Section 7.12 hereof without first notifying Lender of the same and obtaining the written agreement from such accounting firm, service bureau or other third party to give Lender the same rights with respect to access to books and records and related rights as Lender has under this Agreement.

4.9.5 Lender shall have the right, at its sole discretion, to perform annual field examinations of Borrower's books, and records, including a field examination following the Closing Date. Borrower agrees to reimburse Lender for the cost of such annual field examinations. The actions described in this paragraph may be performed by employees of Lender or by independent appraisers.

4.10 VALID DEBT. The Loan does not constitute a debt of the Borrower in contravention of any constitutional or statutory debt limitation or restriction.

#### **ARTICLE 5. EVENTS OF DEFAULT**

An "Event of Default" shall be deemed to have occurred hereunder if:

5.1 **DEFAULT UNDER LOAN DOCUMENTS.** Borrower shall fail to pay principal or interest, or both, when due under the terms of the Note; or Borrower shall fail to pay an amount owing under this Agreement or any of the other Loan Documents when due; or Borrower shall fail to perform or observe any term, covenant, or agreement contained in this Agreement or in any of the other Loan Documents; or

5.2 BREACH OF REPRESENTATIONS OR WARRANTIES. Any representations or warranties made or agreed to be made in any of the Loan Documents or this Agreement, or otherwise in connection with the Loan, shall be breached in any respect or shall prove to be false or misleading in any respect when made; or

5.3 ACTION AGAINST BORROWER. Any suit shall be filed against Borrower, which, if adversely determined, could substantially impair the ability of Borrower to perform any or all of its obligations under and by virtue of this Agreement or any of the other Loan Documents, unless Borrower's counsel furnishes to Lender its opinion, to the satisfaction of Lender and Lender's counsel, that, in its judgment the suit is essentially without merit; or

5.4 LEVY UPON PROPERTY. A levy be made on any property of Borrower under any process, or any lien creditor commences suit to enforce a judgment lien against any property of Borrower or any Assets of the Borrower and such levy or action shall not be bonded against by sureties deemed by Lender to be sufficient in its sole opinion and judgment; or

5.5 ACCELERATION OF OTHER DEBTS. Borrower does, or omits to do, any act, or any event occurs including, but not limited to, the occurrence of any breach or default by Borrower under the terms of any other agreement between Lender and Borrower, whether or not arising hereunder and/or relating to Borrower's ability to perform hereunder, as a result of which any material obligation of Borrower is declared immediately due and payable by the holder thereof; or

5.6 INSOLVENCY. Borrower shall fail to pay its debts as they become due, or shall make an assignment for the benefit of its creditors, or shall admit, in writing, its inability to pay its debts as they become due, or shall file a petition under any chapter of the United States Bankruptcy Code or any similar law, now or hereafter existing, or shall become "insolvent" as that term is generally defined under the United States Bankruptcy Code, or shall in any involuntary bankruptcy case commenced against it file an answer admitting insolvency or inability to pay its debts as they become due, or shall fail to obtain a dismissal of such case within thirty (30) calendar days after its commencement or shall convert the case from one chapter of the United States Bankruptcy Code to another chapter, or be the subject of an order for relief in such bankruptcy case, or be adjudged a bankrupt or insolvent, or shall have a custodian, trustee, or receiver appointed for, or have any court take jurisdiction of, its property, or any part thereof, in any voluntary or involuntary proceeding, including, but not limited to, those for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver shall not be discharged, or such jurisdiction shall not be relinquished, vacated, or stayed within thirty (30) days after the appointment; or

5.7 ATTACHMENT. Any proceeding shall be brought, the object of which is that any part of Lender's commitment to make the Advances hereunder shall at any time be subject or liable to attachment or levy by any creditor of Borrower; or

5.8 MISREPRESENTATION AND/OR NON-DISCLOSURE. Borrower has made certain statements and disclosures in order to induce Lender to make the Loan and enter into this Agreement, and, in the event Borrower has made material misrepresentations or failed to disclose any material fact, Lender may treat such misrepresentation or omission as a breach of this Agreement. Such action shall not affect or limit any remedies Lender may have for such misrepresentation or non-disclosure; or

5.9 CROSS-DEFAULT; OTHER OBLIGATIONS. Borrower commits a breach or default in the payment or performance of any other obligation of Borrower, or breaches any warranty or representation of Borrower, under the provisions of any other instrument, agreement, guaranty, or document evidencing, supporting, or securing any other loan or credit extended by Lender, or by any affiliate of Lender, to Borrower or to any affiliate of Borrower (said financing is hereinafter referred to as "other financing"), including, but not limited to, any and all term loans, revolving credits, or lines of credit extended from time to time to Borrower (or any Person signing this Agreement on behalf of Borrower), or any other Person with which Borrower is affiliated; or Borrower causes the other financing, or any portion thereof, to be refinanced or repaid with funds lent, advanced, paid, or contributed, in whole or in part, directly or indirectly, by any other Person to or for the benefit of Borrower, or any affiliate of Borrower.

5.10 FINANCIAL CONDITION. There shall be any material adverse change in the financial condition of Borrower.

## **ARTICLE 6. REMEDIES**

6.1 CEASEPAYMENT AND/OR ACCELERATE. Upon, or at any time after, the occurrence of an Event of Default, Lender shall have no obligation to make the Loan or any additional Advances, and all sums disbursed or advanced by Lender and all accrued and unpaid interest thereon shall, at the option of Lender, become immediately due and payable, and Lender shall be released from any and all obligations to Borrower under the terms of this Agreement.

6.2 ENFORCEMENT OF RIGHTS. Lender may enforce any and all rights and remedies under the Loan Documents, and may pursue all rights and remedies available at Law or in equity.

6.3 RIGHTS AND REMEDIES NON-EXCLUSIVE. The rights and remedies set forth above are not exclusive, and Lender may avail itself of any individual right or remedy set forth in this Agreement, or available at law or in equity, without utilizing any other right or remedy. In addition to the rights and remedies set forth in this Agreement, Lender shall have all the other rights and remedies accorded in equity and under all other applicable laws, and under any other instrument or agreement now or in the future entered into between Lender and Borrower, and all of such rights and remedies are cumulative and none is exclusive. Exercise or partial exercise by Lender of one or more of its rights or remedies shall not be deemed an election, nor bar Lender

from subsequent exercise or partial exercise of any other rights or remedies. The failure or delay of Lender to exercise any rights or remedies shall not operate as a waiver thereof, but all rights and remedies shall continue in full force and effect until all of the Obligations have been indefeasibly paid and performed.

**ARTICLE 7.**  
**GENERAL CONDITIONS AND MISCELLANEOUS**

7.1 **NONLIABILITY OF LENDER.** Borrower acknowledges and agrees that by accepting or approving anything required to be observed, performed, fulfilled, or given to Lender pursuant to this Agreement or any of the Loan Documents, including any certificate, financial statement, appraisal, statement of profit and loss, or other financial statement, survey, appraisal or insurance policy, Lender shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation to anyone with respect thereto by Lender.

7.2 **NO THIRD PARTIES BENEFITTED.** This Agreement is made for the purpose of defining and setting forth certain obligations, rights, and duties of Borrower and Lender in connection with the Loan and shall be deemed a supplement to the Note and the other Loan Documents, and shall not be construed as a modification of the Note or any of the other Loan Documents, except as provided herein. This Agreement is made for the sole protection of Borrower and Lender, and Lender's successors and assigns. No other Person shall have any rights of any nature hereunder or by reason hereof or the right to rely hereon.

7.3 **INDEMNITY BY BORROWER.** To the extent permitted by applicable Law, Borrower hereby indemnifies and agrees to hold Lender and its directors, officers, agents, and employees (individually and collectively, the "Indemnitee(s)") harmless from and against: (a) any and all claims, demands, actions, or causes of action that are asserted against any Indemnitee by any Person, if the claim, demand, action or cause of action, directly or indirectly, relates to a claim, demand, action, or cause of action that the Person has or asserts against Borrower; and (b) any and all liabilities, losses, costs, or expenses (including court costs and attorneys' fees) that any Indemnitee suffers or incurs as a result of the assertion of any claim, demand, action, or cause of action specified in this Section 7.3.

7.4 **NONRESPONSIBILITY.** Lender shall in no way be liable for any acts or omissions of Borrower, Borrower's agents or Borrower's employees.

7.5 **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and of each and every provision hereof, to the full extent that time can be of the essence of an agreement under the laws of the State of Nevada.

7.6 NON-WAIVER. The waiver by Lender of any breach or breaches hereof shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach or breaches.

7.7 BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, except that Borrower may not assign its rights hereunder or any interest herein without the prior written consent of Lender. Lender shall have the right to assign its rights under this Agreement and to grant participations in the Loan to others, but all waivers or abridgements of Borrower's obligations that may be granted from time to time by Lender shall be binding upon such assignees or participants. Borrower shall, promptly upon demand, provide Lender or any such purchaser or participant, one or more written statements confirming Borrower's indebtedness to Lender and all obligations in connection with the Loan, including the existence of any default thereunder.

7.8 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, and any party hereto or thereto may execute any counterpart, each of which, when executed and delivered, will be deemed to be an original, and all of which counterparts of this Agreement, taken together will be deemed to be but one and the same instrument. The execution of this Agreement or will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the parties hereto.

7.9 INTEGRATION; AMENDMENTS; CONSENTS. This Agreement, together with the documents referred to herein, constitutes the entire agreement of the parties touching upon the subject matter hereof, and supersedes any prior negotiations or agreements on such subject matter. No amendment, modification, or supplement of any provision of this Agreement or any of the other Loan Documents shall be effective unless in writing, signed by Lender and Borrower; and no waiver of any of Borrower's obligations under this Agreement or any of the other Loan Documents or consent to any departure by Borrower therefrom shall be effective unless in writing, signed by Lender, and then only in the specific instance and for the specific purpose given.

7.10 COSTS, EXPENSES AND TAXES. Borrower shall pay to Lender, on demand: (a) the costs and expenses of Lender in connection with the enforcement of this Agreement and any other Loan Document and any matter related thereto, including the reasonable fees and out-of-pocket expenses of any legal counsel, independent public accountants, and other outside experts retained by Lender and including all costs and expenses of enforcing any judgment or prosecuting any appeal of any judgment, order or award arising out of or in any way related to the Loan, this Agreement, or the Loan Documents; (b) reasonable attorneys' fees and out-of-pocket expenses incurred by Lender in connection with the negotiation, preparation, execution, delivery, and administration of this Agreement and any other Loan Document and any matter related thereto, including but not limited to, any bankruptcy, insolvency, assignment for benefit of creditors, arrangement, reorganization or other debt relief proceeding under any federal or state Law, whether now existing or hereinafter enacted, filed by or against Borrower, or otherwise affecting or purporting to affect the Loan; and (c) all costs, expenses, fees, premiums, and other charges relating to or arising from this Agreement or any of the other Loan Documents or any transactions

contemplated thereby or the compliance with any of the terms and conditions thereof. All sums paid or expended by Lender under the terms of this Agreement shall be considered to be, and shall be, a part of the Loan. All such sums, together with all amounts to be paid by Borrower pursuant to this Agreement, shall bear interest from the date of expenditure at the default rate provided in the Note, and shall be immediately due and payable by Borrower upon demand.

**7.11 SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES.**

All representations and warranties of Borrower contained herein or in any and all other Loan Documents shall survive the making of the Loan and the execution and delivery of the Note, and are material and have been or will be relied upon by Lender, notwithstanding any investigation made by Lender or on behalf of Lender. For the purpose of this Agreement, all statements contained in any certificate, agreement, Financial Statement, or other writing delivered by or on behalf of Borrower pursuant hereto or to any other Loan Document or in connection with the transactions contemplated hereby or thereby shall be deemed to be representations and warranties of Borrower contained herein or in the other Loan Documents, as the case may be.

**7.12 NOTICES.** All notices, requests, demands, directions, and other communications provided for hereunder and under any other Loan Document (a "notice"), must be in writing and must be mailed, delivered or sent by facsimile transmission or by overnight delivery service, to the appropriate party at its respective address set forth below or, as to any party, at any other address as may be designated by it in a written notice sent to the other parties in accordance with this Section 7.12. Any notice given by facsimile transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered to the appropriate party at its respective address. If any notice is given by mail it will be effective three (3) calendar days after being deposited in the mail with first-class or airmail postage prepaid; if given by facsimile transmission, when sent; or if given by personal delivery, when delivered; if given by overnight delivery service, one (1) day after being deposited with the overnight delivery service.

Such notices will be given to the following:

To Lender: TOP RANK BUILDERS INC.  
2941 Lorelie St.  
Pahrump, Nevada 89048  
Attention: Rene Morales

To Borrower: FRONT SIGHT MANAGEMENT, LLC  
1 Front Sight Road  
Pahrump, Nevada 89061  
Attention: Michael G. Meacher

**7.13 FURTHER ASSURANCES.** Borrower shall, at its sole expense and without expense to Lender, do, execute and deliver such further acts and documents as Lender from time to time may require for the purpose of assuring and confirming unto Lender the rights hereby

created or intended, now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of any Loan Document.

7.14 **GOVERNING LAW.** The Loan shall be deemed to have been made in Nevada, and this Agreement and the other Loan Documents shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

7.15 **SEVERABILITY OF PROVISIONS.** Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid shall be inoperative, unenforceable, or invalid without affecting the remaining provisions, and to this end the provisions of all Loan Documents are declared to be severable.

7.16 **CONSTRUCTION CONFLICTS.** Whenever the context of this Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine and/or neuter.

7.17 **HEADINGS.** Article and Section headings in this Agreement are included for convenience of reference only and are not part of this Agreement for any other purpose.

7.18 **NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Agreement shall be construed to constitute the creation of a partnership or joint venture between Lender and Borrower. Lender is not an agent or representative of Borrower.

7.19 **NO PRESUMPTION AGAINST ANY PARTY.** Neither this Agreement, any of the other Loan Documents, any other documents, agreement, or instrument entered into in connection herewith, nor any uncertainty or ambiguity herein or therein shall be construed or resolved using any presumption against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement, the other Loan Documents, and all other documents, instruments, and agreements entered into in connection herewith have been reviewed by each of the parties and by their respective counsel and shall be construed and interpreted according to the ordinary meanings of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

7.20 **INDEPENDENCE OF PROVISIONS.** All agreements and covenants hereunder, under the Loan Documents and the other documents, instruments, and agreements entered into in connection herewith shall be given independent effect such that if a particular action or condition is prohibited by the terms of any such agreement or covenant, the fact that such action or condition would be permitted within the limitations of another agreement or covenant shall not be construed as allowing such action to be taken or condition to exist.

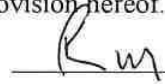
7.21 **WAIVER OF RIGHT TO TRIAL BY JURY; JUDICIAL REFERENCE IN THE EVENT OF JURY TRIAL WAIVER UNENFORCEABILITY.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED

BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

Borrower and Lender have initialed this Section 7.21 to further indicate their awareness, understanding and acceptance of each and every provision hereof.



Borrower's Initials



Lender's Initials

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, Borrower and Lender have hereunto caused this Agreement to be executed as of the date first above written.

**TOP RANK:**

**TOP RANK BUILDERS, INC.,**  
a Nevada Corporation

By: Rene Morales  
Name: Rene Morales  
Title: president

**MORALES:**

**MORALES CONSTRUCTION, INC.,**  
a Nevada Corporation

By: Rene Morales  
Name: Rene Morales  
Title: president

**ALL AMERICAN:**

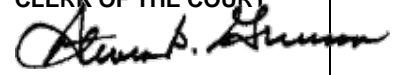
**ALL AMERICAN CONCRETE &  
MASONRY INC.,** a Nevada Corporation

By: Rene Morales  
Name: Rene Morales  
Title: president

**BORROWER:**

**FRONT SIGHT MANAGEMENT, LLC,**  
a Nevada limited liability company

By: [Signature]  
Name: Justin Papp  
Title: Managing Member  
Front Sight Management, LLC



1 **NEOJ**  
JOHN R. BAILEY  
2 Nevada Bar No. 0137  
JOSHUA M. DICKEY  
3 Nevada Bar No. 6621  
ANDREA M. CHAMPION  
4 Nevada Bar No. 13461  
**BAILEY ❖ KENNEDY**  
5 8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
6 Telephone: 702.562.8820  
Facsimile: 702.562.8821  
7 JBailey@BaileyKennedy.com  
JDickey@BaileyKennedy.com  
8 AChampion@BaileyKennedy.com

9 C. KEITH GREER, ESQ.  
Cal. Bar. No. 135537 (*Pro Hac Vice*)  
10 **GREER AND ASSOCIATES, APC**  
16855 West Bernardo Dr. Suite 255  
11 San Diego, California 92127  
Telephone: 858.613.6677  
12 Facsimile: 858.613.6680  
keith.greer@greerlaw.biz

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

17 DISTRICT COURT  
18 CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
20  
21 Plaintiff,

22 vs.

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

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

**NOTICE OF ENTRY OF ORDER  
GRANTING DEFENDANT LAS VEGAS  
DEVELOPMENT FUND, LLC'S  
MOTION FOR CLARIFICATION ON  
ORDER SHORTENING TIME**

25  
26 AND ALL RELATED COUNTERCLAIMS.  
27

**BAILEY ❖ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 PLEASE TAKE NOTICE that an Order Granting Defendant Las Vegas Development Fund,  
2 LLC's Motion for Clarification on Order Shortening Time was entered on June 5, 2020; a true and  
3 correct copy of which is attached hereto.

4 DATED this 5th day of June, 2020.

5 BAILEY ❖ KENNEDY

6  
7 By: /s/ Andrea M. Champion  
8 JOHN R. BAILEY  
9 JOSHUA M. DICKEY  
10 ANDREA M. CHAMPION

11 *Attorney for Defendants*  
12 LAS VEGAS DEVELOPMENT FUND  
13 LLC; EB5 IMPACT CAPITAL  
14 REGIONAL CENTER LLC; EB5 IMPACT  
15 ADVISORS LLC; ROBERT W.  
16 DZIUBLA; JON FLEMING; and LINDA  
17 STANWOOD

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BAILEY ❖ KENNEDY  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

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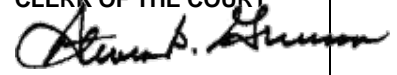
**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 5th day of June, 2020, service of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT LAS VEGAS DEVELOPMENT FUND, LLC’S MOTION FOR CLARIFICATION ON ORDER SHORTENING TIME** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JOHN P. ALDRICH  
CATHERINE HERNANDEZ  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117

Email: [jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
*Attorneys for Plaintiff*  
FRONT SIGHT MANAGEMENT LLC

/s/ Josephine Baltazar  
Employee of BAILEY ❖ KENNEDY



1 **ORDR**  
JOHN R. BAILEY  
2 Nevada Bar No. 0137  
JOSHUA M. DICKEY  
3 Nevada Bar No. 6621  
ANDREA M. CHAMPION  
4 Nevada Bar No. 13461  
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Cal. Bar. No. 135537 (*Pro Hac Vice*)  
10 **GREER AND ASSOCIATES, A PC**  
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keith.greer@greerlaw.biz

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

17 DISTRICT COURT  
18 CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
20  
21 Plaintiff,  
22 vs.  
23 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,  
24 Defendants.

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

**ORDER GRANTING DEFENDANT LAS  
VEGAS DEVELOPMENT FUND, LLC'S  
MOTION FOR CLARIFICATION ON  
ORDER SHORTENING TIME**

25  
26 AND ALL RELATED COUNTERCLAIMS.  
27

**BAILEY ❖ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

**ORDER GRANTING DEFENDANT LAS VEGAS DEVELOPMENT FUND, LLC'S  
MOTION FOR CLARIFICATION ON ORDER SHORTENING TIME**

This matter came before the Court on May 13, 2020, at 10:30 a.m. on Defendant Las Vegas Development Fund, LLC's Motion for Clarification on Order Shortening Time (the "Motion"). John P. Aldrich appeared on behalf of Plaintiff Front Sight Management LLC ("Front Sight"); and John R. Bailey, Andrea M. Champion, C. Keith Greer, and Kathryn Holbert appeared on behalf of Defendants and Counterclaimant Las Vegas Development Fund, LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood (collectively, the "EB5 Parties"). The Court having reviewed the pleadings on file herein, having heard oral argument by the parties, and for good cause appearing therefore,

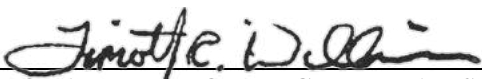
**IT IS HEREBY ORDERED** that with regard to documents designated as "Confidential" or "Highly Confidential" by either Front Sight or the EB5 Parties in this case, all such documents shall be filed under seal.

**IT IS FURTHER ORDERED** that with regard to redactions, the parties need not redact information in their briefs and pleadings (including, but not limited to, the Amended Counterclaim)

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1 related to the EB5 Parties' allegations of fraudulent transfer including, but not limited to, the  
2 amounts of money transferred from Front Sight to the VNV Trusts or the dates of said transfers.

3 **IT IS SO ORDERED** this 5th day of June, 2020.

4  
5   
6 HONORABLE TIMOTHY C. WILLIAMS  
DISTRICT COURT JUDGE CG

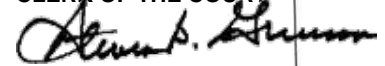
7 Respectfully submitted by:

8 **BAILEY KENNEDY, LLP**

9  
10 /s/ Andrea M. Champion  
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12 JOSHUA M. DICKEY  
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18 LAS VEGAS DEVELOPMENT FUND LLC;  
19 EB5 IMPACT CAPITAL REGIONAL  
CENTER LLC; EB5 IMPACT ADVISORS  
20 LLC; ROBERT W. DZIUBLA; JON  
FLEMING; and  
21 LINDA STANWOOD  
22  
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21 Attorneys for Defendants  
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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 v. )

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

33 LAS VEGAS DEVELOPMENT FUND LLC, )  
34 a Nevada Limited Liability Company, EB5 )  
35 IMPACT CAPITAL REGIONAL CENTER )  
36 LLC, a Nevada Limited Company, EB5 )  
37 IMPACT ADVISORS LLC, a Nevada )  
38 Limited Liability Company; ROBERT W. )  
39 DZIUBLA, individually and as President and )  
40 CEO of LAS VEGAS DEVELOPMENT )  
41 FUND LLC and EB5 IMPACT ADVISORS )  
42 LLC; JON FLEMING, individually and as an )  
43 agent of LAS VEGAS DEVELOPMENT )  
44 FUND LLC and EB5 IMPACT ADVISORS )

**NOTICE OF ENTRY OF**  
**FINDINGS OF FACT, CONCLUSIONS**  
**OF LAW, AND ORDER DENYING**  
**PLAINTIFF FRONT SIGHT**  
**MANAGEMENT, LLC'S MOTION TO**  
**EXTINGUISH LVDF'S DEED OF TRUST,**  
**OR ALTERNATIVELY TO GRANT**  
**SENIOR DEBT LENDER ROMSPEN A**  
**FIRST LIEN POSITION, AND MOTION**  
**TO DEPOSIT FUNDS PURSUANT TO**  
**NRCP 67**

45 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
46 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING PLAINTIFF FRONT SIGHT**  
47 **MANAGEMENT, LLC'S MOTION TO EXTINGUISH LVDF'S DEED OF TRUST, OR ALTERNATIVELY TO GRANT SENIOR**  
48 **DEBT LENDER ROMSPEN A FIRST LIEN POSITION, AND MOTION TO DEPOSIT FUNDS PURSUANT TO NRCP 67**



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 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW,**  
9 **AND ORDER DENYING PLAINTIFF FRONT SIGHT MANAGEMENT,**  
10 **LLC'S MOTION TO EXTINGUISH LVDF'S DEED OF TRUST, OR**  
11 **ALTERNATIVELY TO GRANT SENIOR DEBT LENDER ROMSPEN A**  
12 **FIRST LIEN POSITION, AND MOTION TO DEPOSIT FUNDS**  
13 **PURSUANT TO NRCP 67**

14 PLEASE TAKE NOTICE THAT on the 4th day of June, 2020, Findings of Fact,  
15 Conclusions of Law and Order Denying Plaintiff Front Sight Management, LLC's Motion to  
16 Extinguish LVDF's Deed of Trust, or Alternatively to Grant Senior Debt Lender Romspen a First  
17 Lien Position, and Motion to Deposit Funds Pursuant to NRCP 67 was entered on the Court  
18 docket regarding the above referenced case.

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

20 DATED this 8<sup>th</sup> day of June, 2020.

FARMER CASE & FEDOR

21   
22 KATHRYN HOLBERT, ESQ.  
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28 Attorney for Defendants

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 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING PLAINTIFF FRONT SIGHT**  
31 **MANAGEMENT, LLC'S MOTION TO EXTINGUISH LVDF'S DEED OF TRUST, OR ALTERNATIVELY TO GRANT SENIOR**  
32 **DEBT LENDER ROMSPEN A FIRST LIEN POSITION, AND MOTION TO DEPOSIT FUNDS PURSUANT TO NRCP 67**

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

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

4 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW,**  
5 **AND ORDER DENYING PLAINTIFF FRONT SIGHT MANAGEMENT,**  
6 **LLC'S MOTION TO EXTINGUISH LVDF'S DEED OF TRUST, OR**  
7 **ALTERNATIVELY TO GRANT SENIOR DEBT LENDER ROMSPEN A**  
8 **FIRST LIEN POSITION, AND MOTION TO DEPOSIT FUNDS**  
9 **PURSUANT TO NRCF 67**

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

11 John P. Aldrich, Esq.  
12 Catherine Hernandez, Esq.  
13 ALDRICH LAW FIRM, LTD.  
14 1601 S. Rainbow Blvd., Suite 160  
15 Las Vegas, Nevada 89146

Attorneys for Plaintiff  
FRONT SIGHT MANAGEMENT, LLC

16 By:

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

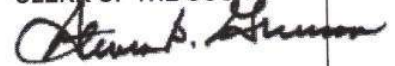
19 ■ **U.S. MAIL:** I deposited a true and correct copy of said document(s) in a sealed, postage  
20 prepaid envelope, in the United States Mail, to those parties and/or above named individuals  
21 which were not on the Court's electronic service list.

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

25 Dated: June 25, 2020

26   
27 An Employee of FARMER CASE & FEDOR

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 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING PLAINTIFF FRONT SIGHT**  
**MANAGEMENT, LLC'S MOTION TO EXTINGUISH LVDF'S DEED OF TRUST, OR ALTERNATIVELY TO GRANT SENIOR**  
**DEBT LENDER ROMSPEN A FIRST LIEN POSITION, AND MOTION TO DEPOSIT FUNDS PURSUANT TO NRCF 67**



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

CASE NO.: A-18-781084-B  
DEPT NO.: 16  
**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING PLAINTIFF FRONT SIGHT MANAGEMENT, LLC'S MOTION TO EXTINGUISH LVDF'S DEED OF TRUST, OR ALTERNATIVELY TO GRANT SENIOR DEBT LENDER ROMSPEN A FIRST LIEN POSITION, AND MOTION TO DEPOSIT FUNDS PURSUANT TO NRCP 67**

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING PLAINTIFF FRONT SIGHT MANAGEMENT, LLC'S MOTION TO EXTINGUISH LVDF'S DEED OF TRUST, OR ALTERNATIVELY TO GRANT SENIOR DEBT LENDER ROMSPEN A FIRST LIEN POSITION, AND MOTION TO DEPOSIT FUNDS PURSUANT TO NRCP 67**

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 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING**  
9 **PLAINTIFF FRONT SIGHT MANAGEMENT, LLC'S MOTION TO**  
10 **EXTINGUISH LVDF'S DEED OF TRUST, OR ALTERNATIVELY TO**  
11 **GRANT SENIOR DEBT LENDER ROMSPEN A FIRST LIEN POSITION,**  
12 **AND MOTION TO DEPOSIT FUNDS PURSUANT TO NRCP 67**

12 This matter having come before the Court on November 21, 2019, on Plaintiff Front  
13 Sight Management, LLC's Motion to Extinguish LVDF's Deed of Trust, or Alternatively to  
14 Grant Senior Debt Lender Romспен a First Lien Position, and Motion to Deposit Funds Pursuant  
15 to NRCP 67, John P. Aldrich, Esq. appearing on behalf of Plaintiff and Kathryn Holbert, Esq.  
16 and C. Keith Greer, Esq., appearing on behalf of Defendants, the Court having reviewed the  
17 pleadings on file herein, having heard oral argument of the parties through their respective  
18 counsel, this Court makes the following Findings of Fact and Conclusions of Law.

19 **FINDINGS OF FACT**

20 The Court makes the following Findings of Fact based on the evidence presented:

- 21 1. Plaintiff seeks to conditionally deposit funds with this Court pursuant to NRCP 67.  
22 2. However, Plaintiffs seeks to retain an interest in such funds until a final determination  
23 is made regarding this matter.  
24 3. Plaintiff also seeks have this Court consider the conditional deposit as a payoff of the  
25 debt which is currently secured by a Deed of Trust held by Las Vegas Development Fund and  
26 based upon such payoff, extinguish the Deed of Trust.

27 *Front Sight Management LLC v. Las Vegas Development Fund LLC, et al.*, Case No.: A-18-781084-B Dept. No.: XVI  
28 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING PLAINTIFF FRONT SIGHT MANAGEMENT, LLC'S**  
**MOTION TO EXTINGUISH LVDF'S DEED OF TRUST, OR ALTERNATIVELY TO GRANT SENIOR DEBT LENDER ROMSPEN A**  
**FIRST LIEN POSITION, AND MOTION TO DEPOSIT FUNDS PURSUANT TO NRCP 67**



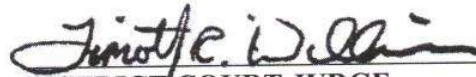
**ORDER**

Based upon the above Findings of Fact and Conclusions of Law:

**IT IS HEREBY ORDERED** that Plaintiff Front Sight Management, LLC's Motion to Extinguish LVDF's Deed of Trust, or Alternatively to Grant Senior Debt Lender Romspen a First Lien Position, and Motion to Deposit Funds Pursuant to NRCP is DENIED.

**IT IS SO ORDERED.**

DATED this 4th day of June, 2020.

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

Respectfully submitted by:

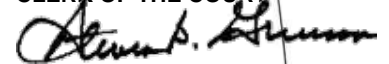
Approved as to form and content:

**FARMER CASE & FEDOR**

**ALDRICH LAW FIRM, LTD.**

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

/s/ John Aldrich  
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*Attorneys for Plaintiff FRONT SIGHT  
MANAGEMENT LLC*



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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.: 16

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**  
**SUMMIT FINANCIAL AND**  
**INVESTMENT GROUP AND US**  
**CAPITAL PARTNERS, INC.**

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 TO SUMMIT**  
31 **FINANCIAL AND INVESTMENT GROUP AND US CAPITAL PARTNERS, INC.**

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, )

Defendants.

and related Cross-Claims.

8 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO**  
9 **QUASH SUBPOENAS TO SUMMIT FINANCIAL AND INVESTMENT**  
10 **GROUP AND US CAPITAL PARTNERS, INC.**

11 PLEASE TAKE NOTICE THAT on the 4th day of June, 2020, and Order Denying  
12 Plaintiff's Motion to Quash Subpoenas to Summit Financial and Investment Group, LLC and US  
13 Capital Partners, Inc. was entered on the Court docket regarding the above referenced case.

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

15 DATED this 8<sup>th</sup> day of June, 2020.

FARMER CASE & FEDOR



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LLC., EB5 IMPACT CAPITAL REGIONAL  
CENTER, LLC, EB6 IMPACT ADVISORS,  
LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

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 SUMMIT  
FINANCIAL AND INVESTMENT GROUP AND US CAPITAL PARTNERS, INC.**

Page 2 of 3



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

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

4 **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO**  
5 **QUASH SUBPOENAS TO SUMMIT FINANCIAL AND INVESTMENT**  
6 **GROUP AND US CAPITAL PARTNERS, INC.**

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).

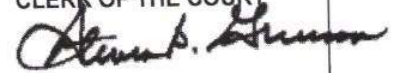
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19 □ **FACSIMILE:** I caused said document(s) to be transmitted by facsimile transmission. The  
20 sending facsimile machine properly issued a transmission report confirming that the transmission  
21 was complete and without error.

22 Dated: June 8<sup>th</sup>, 2020

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 SUMMIT  
FINANCIAL AND INVESTMENT GROUP AND US CAPITAL PARTNERS, INC.**



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

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

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

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

**ORDER DENYING PLAINTIFF'S  
MOTION TO QUASH SUBPOENAS  
TO SUMMIT FINANCIAL AND  
INVESTMENT GROUP, LLC and  
US CAPITAL PARTNERS, INC.**

Hearing Date: April 8, 2020  
Hearing Time: 10:30 a.m.

*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*  
**ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO SUMMIT FINANCIAL  
AND INVESTMENT GROUP, LLC and US CAPITAL PARTNERS, INC.**

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, )

Defendants. )

and related Cross-Claims. )

8 **ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS**  
9 **TO SUMMIT FINANCIAL AND INVESTMENT GROUP, LLC**  
10 **and US CAPITAL PARTNERS, INC.**

11 This matter having come before the Court on April 8, 2020 at 10:30 a.m. on Plaintiff's  
12 Motion to Quash Subpoenas to Summit Financial and Investment Group, LLC and US Capital  
13 Partners, Inc. John Aldrich, Esq. with Aldrich Law Firm, Ltd. appearing on behalf of Plaintiff;  
14 Keith Greer, Esq. with Greer and Associates appearing on behalf of Defendants and Kathryn  
15 Holbert, Esq. with Farmer Case and Fedor also appearing on behalf of Defendants; the Court  
16 having reviewed the pleadings and having heard arguments by counsel and good cause appearing  
17 therefore,

18 The Court hereby finds and concludes that proportionality is not an issue in this case and  
19 that the documents requested from Summit Financial and Investment Group, LLC and US  
20 Capital Partners, Inc. are relevant to this matter, particularly to Section 5.27 of the parties'  
21 construction loan agreement which requires Plaintiff Front Sight Management, LLC to use its  
22 best efforts to obtain senior debt financing.

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

**ORDER DENYING PLAINTIFF'S MOTION TO QUASH SUBPOENAS TO SUMMIT FINANCIAL**  
**AND INVESTMENT GROUP, LLC and US CAPITAL PARTNERS, INC.**


28 Page 2 of 3

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Based upon the above findings of fact and conclusion of law, it is hereby ORDERED that Plaintiff's Motion to Quash Subpoenas to Summit Financial and Investment Group, LLC and US Capital Partners, Inc. is DENIED.

**IT IS SO ORDERED.**

DATED this 4th day of June, 2020.

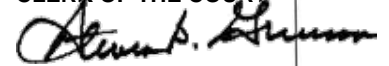
  
DISTRICT COURT JUDGE  
A-18-781084-B CG  
Dept 16

Respectfully submitted by:  
**FARMER CASE & FEDOR**

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

/s/ Kathryn Holbert  
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CAPITAL REGIONAL CENTER LLC, EB5  
IMPACT ADVISORS LLC, ROBERT W.  
DZIUBLA, JON FLEMING and LINDA  
STANWOOD*

/s/ John Aldrich  
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Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
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*Attorneys for Plaintiff FRONT SIGHT  
MANAGEMENT LLC*



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

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

17 FRONT SIGHT MANAGEMENT, LLC., a )  
18 Nevada Limited Liability Company, )  
19 Plaintiff, )  
20 v. )

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

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

**NOTICE OF ENTRY OF**  
**ORDER DENYING COUNTER**  
**DEFENDANTS VNV DYNASTY TRUST I**  
**and VNV DYNASTY TRUST II'S**  
**MOTION FOR SUMMARY JUDGMENT**

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 COUNTER DEFENDANTS VNV DYNASTY TRUST I and VNV**  
**DYNASTY TRUST II'S MOTION FOR SUMMARY JUDGMENT**

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 \_\_\_\_\_ )

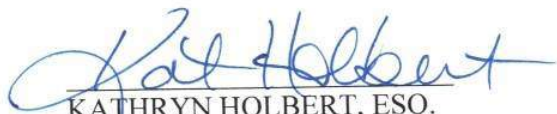
8 **NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANTS**  
9 **VNV DYNASTY TRUST I and VNV DYNASTY TRUST II'S**  
10 **MOTION FOR SUMMARY JUDGMENT**

11 PLEASE TAKE NOTICE THAT on the 5th day of June, 2020, an Order Denying Counter  
12 Defendants VNV Dynasty Trust I and VNV Dynasty Trust II's Motion for Summary Judgment  
13 was entered on the Court docket regarding the above referenced case.

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

15 DATED this 8<sup>th</sup> day of June, 2020.

FARMER CASE & FEDOR

17 

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

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

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

4 **NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANTS**  
5 **VNV DYNASTY TRUST I and VNV DYNASTY TRUST II'S**  
6 **MOTION FOR SUMMARY JUDGMENT**

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:

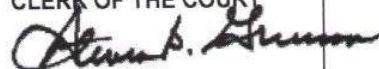
14 ■ **ELECTRONIC SERVICE:** Said document(s) was served electronically upon all eligible  
15 electronic recipients pursuant to the electronic filing and service order of the Court (NECRF 9).

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: June 8<sup>th</sup>, 2020

23   
24 An Employee of FARMER CASE & FEDOR



1 **ORDR**  
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4 tcase@farmercase.com  
5 KATHRYN HOLBERT, ESQ.  
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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.**  
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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, )  
 )  
29 Plaintiff, )  
 )  
30 v. )  
 )  
31 LAS VEGAS DEVELOPMENT FUND LLC, )  
a Nevada Limited Liability Company, EB5 )  
32 IMPACT CAPITAL REGIONAL CENTER )  
LLC, a Nevada Limited Company, EB5 )  
33 IMPACT ADVISORS LLC, a Nevada )  
Limited Liability Company; ROBERT W. )  
34 DZIUBLA, individually and as President and )  
CEO of LAS VEGAS DEVELOPMENT )  
35 FUND LLC and EB5 IMPACT ADVISORS )  
LLC; JON FLEMING, individually and as an )  
36 agent of LAS VEGAS DEVELOPMENT )  
FUND LLC and EB5 IMPACT ADVISORS )

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

**ORDER DENYING COUNTER**  
**DEFENDANTS VNV DYNASTY**  
**TRUST I and VNV DYNASTY**  
**TRUST II'S MOTION FOR**  
**SUMMARY JUDGMENT**

Hearing Date: March 12, 2020  
Hearing Time: 1:30 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 COUNTER DEFENDANTS VNV DYNASTY TRUST I and**  
**VNV DYNASTY TRUST II'S MOTION FOR SUMMARY JUDGMENT**



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 Counter-Claims. )  
7 \_\_\_\_\_ )

8 **ORDER DENYING COUNTER DEFENDANTS VNV DYNASTY**  
9 **TRUST I and VNV DYNASTY TRUST II'S MOTION**  
10 **FOR SUMMARY JUDGMENT**

11 This matter having come before the Court on March 12, 2020 at 10:30 a.m. on Counter  
12 Defendants' VNV Dynasty Trust I and II's Motion for Summary Judgment. John Aldrich, Esq.  
13 with Aldrich Law Firm personally appearing on behalf of Plaintiff; Keith Greer, Esq. with Greer  
14 and Associates personally appearing on behalf of Defendants and Kathryn Holbert, Esq. with  
15 Farmer Case and Fedor also personally appearing on behalf of Defendants; the Court having  
16 reviewed the pleadings and having heard arguments by counsel and good cause appearing  
17 therefore,

18 This Court hereby finds and concludes that the findings of facts and conclusions of law  
19 set forth in this Court's Order dated January 23, 2020 were preliminary findings and while such  
20 findings were the basis of the Court's January 23, 2020 Order, in accordance with the U.S.  
21 Supreme Court's holding in *Univ. of Texas v. Camenisch*, 451 U.S. 390, 395, 101 S.Ct. 1830,  
22 1834, 68 L. Ed. 2d 175 (1981), this Court's preliminary findings related to the temporary  
23 restraining order were not intended to be and cannot be the basis of any final judgment in this  
24 case.

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 COUNTER DEFENDANTS VNV DYNASTY TRUST I and**  
**VNV DYNASTY TRUST II'S MOTION FOR SUMMARY JUDGMENT**

Page 2 of 3

1 Based upon the above findings of fact and conclusions of law, it is hereby ORDERED  
2 that Counter Defendants' VNV Dynasty Trust I and II's Motion for Summary Judgment is  
3 DENIED.

4 **IT IS SO ORDERED.**

5 DATED this 5th day of June, 2020.

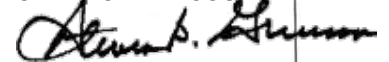
  
DISTRICT COURT JUDGE  
A-18-781084-B CG  
Dept 16

6  
7  
8 Respectfully submitted by:

9 **FARMER CASE & FEDOR**

10  
11 /s/ Kathryn Holbert  
12 Kathryn Holbert, Esq.  
13 Nevada Bar No. 10084  
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CAPITAL REGIONAL CENTER LLC, EB5  
IMPACT ADVISORS LLC, ROBERT W.  
DZIUBLA, JON FLEMING and LINDA  
STANWOOD*

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

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

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

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

**NOTICE OF ENTRY OF**  
**ORDER DENYING COUNTER**  
**DEFENDANT JENNIFER PIAZZA'S**  
**MOTION FOR SUMMARY JUDGMENT**

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

**NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANT**  
**JENNIFER PIAZZA'S MOTION FOR SUMMARY JUDGMENT**

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 **NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANT**  
9 **JENNIFER PIAZZA'S MOTION FOR SUMMARY JUDGMENT**

10 PLEASE TAKE NOTICE THAT on the 5th day of June, 2020, an Order Denying Counter  
11 Defendant Jennifer Piazza's Motion for Summary Judgment was entered on the Court docket  
12 regarding the above referenced case.

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

14 DATED this 5<sup>th</sup> day of June, 2020.

FARMER CASE & FEDOR

15  
16  
17 

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CENTER, LLC, EB6 IMPACT ADVISORS,  
LLC, ROBERT W. DZIUBLA, JON  
FLEMING and LINDA STANWOOD

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

**NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANT  
JENNIFER PIAZZA'S MOTION FOR SUMMARY JUDGMENT**

28 Page 2 of 3

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

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

4 **NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANT**  
5 **JENNIFER PIAZZA'S MOTION FOR SUMMARY JUDGMENT**

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

7 John P. Aldrich, Esq.  
8 Catherine Hernandez, Esq.  
9 ALDRICH LAW FIRM, LTD.  
10 1601 S. Rainbow Blvd., Suite 160  
Las Vegas, Nevada 89146

Attorneys for Plaintiff  
FRONT SIGHT MANAGEMENT, LLC


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: June 8, 2020

19  
20   
21 An Employee of FARMER CASE & FEDOR  
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*

**NOTICE OF ENTRY OF ORDER DENYING COUNTER DEFENDANT  
JENNIFER PIAZZA'S MOTION FOR SUMMARY JUDGMENT**

28 Page 3 of 3



1 **ORDR**  
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5 KATHRYN HOLBERT, ESQ.  
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8 **FARMER CASE & FEDOR**  
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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.**  
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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 v. )

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

**ORDER DENYING COUNTER**  
**DEFENDANT JENNIFER**  
**PIAZZA'S MOTION FOR**  
**SUMMARY JUDGMENT**

33 LAS VEGAS DEVELOPMENT FUND LLC, )  
34 a Nevada Limited Liability Company, EB5 )  
35 IMPACT CAPITAL REGIONAL CENTER )  
36 LLC, a Nevada Limited Company, EB5 )  
37 IMPACT ADVISORS LLC, a Nevada )  
38 Limited Liability Company; ROBERT W. )  
39 DZIUBLA, individually and as President and )  
40 CEO of LAS VEGAS DEVELOPMENT )  
41 FUND LLC and EB5 IMPACT ADVISORS )  
42 LLC; JON FLEMING, individually and as an )  
43 agent of LAS VEGAS DEVELOPMENT )  
44 FUND LLC and EB5 IMPACT ADVISORS )

Hearing Date: March 12, 2020  
Hearing Time: 1:15 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 COUNTER DEFENDANT JENNIFER PIAZZA'S**  
**MOTION FOR SUMMARY JUDGMENT**

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 Counter-Claims. )  
7 \_\_\_\_\_ )

8 **ORDER DENYING COUNTER DEFENDANT JENNIFER PIAZZA'S**  
9 **MOTION FOR SUMMARY JUDGMENT**

10 This matter having come before the Court on March 12, 2020 at 1:15 p.m. on Counter  
11 Defendant Jennifer Piazza's Motion for Summary Judgment. John Aldrich, Esq. with Aldrich  
12 Law Firm personally appearing on behalf of Plaintiff; Keith Greer, Esq. with Greer and  
13 Associates personally appearing on behalf of Defendants and Kathryn Holbert, Esq. with Farmer  
14 Case and Fedor also personally appearing on behalf of Defendants; the Court having reviewed  
15 the pleadings and having heard arguments by counsel and good cause appearing therefore,

16 This Court hereby finds and concludes that the findings of facts and conclusions of law  
17 set forth in this Court's Order dated January 23, 2020 were preliminary findings and while such  
18 findings were the basis of the Court's January 23, 2020 Order, in accordance with the U.S.  
19 Supreme Court's holding in *Univ. of Texas v. Camenisch*, 451 U.S. 390, 395, 101 S.Ct. 1830,  
20 1834, 68 L. Ed. 2d 175 (1981), this Court's preliminary findings related to the temporary  
21 restraining order were not intended to be and cannot be the basis of any final judgment in this  
22 case.

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

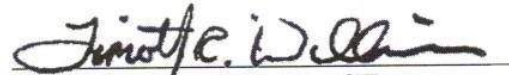
28 **ORDER DENYING COUNTER DEFENDANT JENNIFER PIAZZA'S**  
**MOTION FOR SUMMARY JUDGMENT**

Page 2 of 3

1 Based upon the above findings of fact and conclusions of law, it is hereby ORDERED  
2 that Counter Defendant Jennifer Piazza's Motion for Summary Judgment is DENIED.

3 **IT IS SO ORDERED.**

4 DATED this 5th day of June, 2020.

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

7 Respectfully submitted by:

8 **FARMER CASE & FEDOR**

9  
10 /s/ Kathryn Holbert  
11 Kathryn Holbert, Esq.  
12 Nevada Bar No. 10084  
2190 E. Pebble Rd., Suite #205  
13 Las Vegas, NV 89123  
14 Tel: (702) 579-3900  
15 *Attorneys for Defendants LAS VEGAS*  
16 *DEVELOPMENT FUND LLC, EB5 IMPACT*  
*CAPITAL REGIONAL CENTER LLC, EB5*  
*IMPACT ADVISORS LLC, ROBERT W.*  
*DZIUBLA, JON FLEMING and LINDA*  
*STANWOOD*

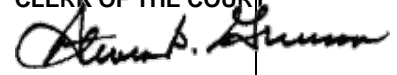
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*Front Sight Management LLC v. Las Vegas Development Fund LLC, et al., Case No.: A-18-781084-B Dept. No.: XVI*

**ORDER DENYING COUNTER DEFENDANT JENNIFER PIAZZA'S  
MOTION FOR SUMMARY JUDGMENT**

Page 3 of 3





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**NEO**  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
Jamie S. Hendrickson, Esq.  
Nevada Bar No. 12770  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, NV 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
*Attorneys for Plaintiff/Counterdefendants*

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

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

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

vs.

**NOTICE OF ENTRY OF ORDER  
SHORTENING TIME**

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

AND ALL RELATED COUNTERCLAIMS.

PLEASE TAKE NOTICE that an Order Shortening Time on Plaintiff's Motion to Stay  
was entered by the Court in the above-captioned action on the 11<sup>th</sup> day of June, 2020, a true and  
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1 correct copy of which is attached hereto.

2 DATED this 12<sup>th</sup> day of June, 2020.

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**ALDRICH LAW FIRM, LTD.**

/s/ John P. Aldrich  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
Jamie S. Hendrickson, Esq.  
Nevada Bar No. 12770  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975  
*Attorneys for Plaintiff/Counterdefendants*

1 **CERTIFICATE OF SERVICE**

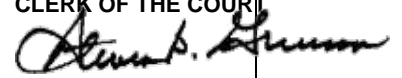
2 I HEREBY CERTIFY that on the 12<sup>th</sup> day of June, 2020, I caused the foregoing  
3 **NOTICE OF ENTRY OF ORDER SHORTENING TIME** to be electronically filed and  
4 served with the Clerk of the Court using Wiznet which will send notification of such filing to the  
5 email addresses denoted on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if  
6 not included on the Electronic Mail Notice List, to the following parties:

7 John R. Bailey, Esq.  
8 Joshua M. Dickey, Esq.  
9 Andrea M. Champion, Esq.  
10 BAILEY KENNEDY  
11 8984 Spanish Ridge Avenue  
12 Las Vegas, NV 89148

13 C. Keith Greer, Esq.  
14 16855 West Bernardo Drive, Suite 255  
15 San Diego, CA 92127

16 *Attorneys for Defendants*

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



**MOT**

John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
Jamie S. Hendrickson, Esq.  
Nevada Bar No. 12770

**ALDRICH LAW FIRM, LTD.**

7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 853-5490  
Facsimile: (702) 227-1975

*Attorneys for Plaintiff/Counterdefendants*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED COUNTERCLAIMS.

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

**MOTION FOR STAY ON ORDER**  
**SHORTENING TIME**

**HEARING REQUESTED**

Date/hearing: June 24, 2020  
Time/hearing: 9:00 a.m.

HEARING DATE(S)  
ENTERED IN  
ODYSSEY

Plaintiff FRONT SIGHT MANAGEMENT LLC (“Plaintiff”) by and through its attorneys, John P. Aldrich, Esq., Catherine Hernandez, Esq., and Jamie S. Hendrickson, Esq., of the Aldrich Law Firm, Ltd., hereby moves this Court for an order staying enforcement of the Order Granting Defendant’s Motion for Clarification filed on June 5, 2020.

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

4 DATED this 9<sup>th</sup> day of June, 2020.

5 **ALDRICH LAW FIRM, LTD.**

6 /s/ John P. Aldrich  
7 John P. Aldrich, Esq.  
8 Nevada Bar No. 6877  
9 Catherine Hernandez, Esq.  
10 Nevada Bar No. 8410  
11 Jamie S. Hendrickson, Esq.  
12 Nevada Bar No. 12770  
13 7866 West Sahara Avenue  
14 Las Vegas, NV 89117  
15 Tel (702) 853-5490  
16 Fax (702) 226-1975  
17 *Attorneys for Plaintiff/Counterdefendant*

14 **DECLARATION OF JOHN P. ALDRICH IN SUPPORT MOTION FOR ORDER**  
15 **SHORTENING TIME**

16 State of Nevada )  
17 ) ss  
18 County of Clark )

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

19 1. I, John P. Aldrich, am an attorney licensed to practice in the State of Nevada and  
20 am a partner in the law firm of Aldrich Law Firm, Ltd. I am counsel for Plaintiff in this action.

21 2. My office address is 7866 West Sahara Avenue, Las Vegas, Nevada 89117.

22 3. The following facts set forth below are upon information and belief. I make this  
23 Declaration based on my personal knowledge of the facts and matters of this action, and to  
24 establish good cause justifying a shortening of time for the hearing on Plaintiff's Motion to Stay

1 Order Granting Defendant’s Motion for Clarification, Notice of Entry of Order filed on June 5,  
2 2020 (“Motion to Stay”).

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

4 5. The Order Granting Defendant’s Motion for Clarification, Notice of Entry of  
5 Order filed on June 5, 2020, authorizes Defendant to place information in pleadings related to the  
6 amounts of money transferred from Front Sight to the VNV Trusts and the dates of said  
7 transfers.

8 6. Plaintiff intends to file a writ petition with the Nevada Supreme Court challenging  
9 the Court’s decision to grant Defendant’s Motion for Clarification. Pursuant to NRAP8(a)(1) and  
10 the Court’s inherent authority, Plaintiff requests through this current Motion to Stay that the  
11 Court stay enforcement of the Order Granting Defendant’s Motion for Clarification, Notice of  
12 Entry of Order filed on June 5, 2020, until after the Nevada Supreme Court has decided the writ  
13 petition.

14 7. If this matter is set in the ordinary course, it is likely the Plaintiff’s confidential  
15 information will have already been placed in pleadings. Consequently, a determination on the  
16 Motion to Stay is necessary, and good cause exists under EDCR 2.26 to shorten the time for  
17 hearing.

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

21 9. This request for an Order shortening time is made in good faith and without  
22 dilatory motive. A stay of the Order will not delay the case because Defendants can file a  
23  
24

1 redacted version of the Amended Counterclaim and the redaction is only a small portion of the  
2 document. Defendants can continue in the case with the redacted Amended Counterclaim.

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

4 DATED this 9<sup>th</sup> day of June, 2020.

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 Jamie S. Hendrickson, Esq.  
11 Nevada Bar No. 12770  
12 7866 West Sahara Avenue  
13 Las Vegas, NV 89117  
14 Tel (702) 853-5490  
15 Fax (702) 226-1975  
16 *Attorneys for Plaintiff/Counterdefendant*

17 **ORDER SHORTENING TIME**

18 Good cause appearing therefore,

19 IT IS HEREBY ORDERED that the time for the hearing on Plaintiff's Motion to Stay  
20 Order Granting Defendant's Motion for Clarification, Notice of Entry of Order filed on June 5,  
21 2020 in the above-entitled matter be shortened, and the same will be heard on the 24<sup>th</sup> day of  
22 June \_\_\_\_\_, 2020 at 9:00 a.m. in Dept. 16 of the Eighth Judicial District Court.

23 DATED this 10<sup>th</sup> day of June, 2020.

24   
DISTRICT COURT JUDGE

CG

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **PROCEDURAL HISTORY**

4 On May 4, 2020, Defendant Las Vegas Development Fund LLC filed a Motion for  
5 Clarification on an Order Shortening Time.

6 On May 11, 2020, Plaintiff filed an Opposition to Defendant’s Motion for Clarification.

7 On May 13, 2020, the Court heard Defendant’s Motion for Clarification and verbally  
8 granted Defendant’s request to authorize Defendant to place information in pleadings related to  
9 the amounts of money transferred from Front Sight to the VNV Trusts and the dates of said  
10 transfers. A written Order was signed and Notice of Entry of that Order was filed on June 5,  
11 2020.

12 **II.**

13 **LEGAL ARGUMENT**

14 **A. LEGAL STANDARD**

15 A motion to stay a district court order pending the outcome of a writ petition to the  
16 Supreme Court of Nevada must be made first in district court, as a general rule. *See* NRAP  
17 8(a)(1)(A). Nevada’s appellate courts will generally consider four factors when considering a  
18 motion to stay:

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



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

6 **B. ANALYSIS**

7 Plaintiff seeks an order from this Court staying enforcement of the Order Granting  
8 Defendant Las Vegas Development Fund LLC’s Motion for Clarification, Notice of Entry of  
9 Order filed on June 5, 2020.

10 First, Plaintiff’s emergency petition for writ of mandamus and/or prohibition will seek,  
11 inter alia, a writ of mandamus and/or prohibition directing the district court to reverse any and all  
12 verbal or written orders granting Defendant’s Motion for Clarification. If this Court denies the  
13 motion to stay enforcement of any orders that authorizes Defendant to place information in  
14 pleadings related to the amounts of money transferred from Front Sight to the VNV Trusts or the  
15 dates of said transfers, the object of Plaintiff’s writ petition seeking mandamus regarding  
16 protection of this confidential financial information will be defeated. The object of Plaintiff’s  
17 writ petition is to stop Defendants from disclosing sensitive financial information in pleadings,  
18 and that object would be immediately defeated if this Court continues to allow this information  
19 need not be redacted in pleadings.

20 Second, Plaintiff will suffer serious injury to its privacy interests. Defendants seek to  
21 publish Front Sight’s confidential tax and financial information in future motions and pleadings  
22 to allegedly prevent “Front Sight from hid[ing] its wrongdoing from the public.” (*See Motion*  
23 *for Clarification*, p. 4.) Front Sight’s alleged financial malfeasance (so called by Defendants)  
24

1 concerns a series of transfers from Front Sight to the VNV Trusts, which Front Sight maintains  
2 were legal and proper. Front Sight and Dr. Piazza have nothing to hide, but do not wish to have  
3 their private financial information spread to the world at large as Defendants attempt to try this  
4 case in the forum of public opinion by repeatedly and baselessly accusing Dr. Piazza of  
5 misconduct. In reality, Front Sight is a privately-held, single member limited liability company.  
6 Dr. Piazza is the only member and manager of this limited liability company, which is a pass-  
7 through entity. Therefore, Front Sight's funds are Dr. Piazza's funds. He cannot fraudulently  
8 transfer his own money to himself.

9 Third, Defendant will not suffer any irreparable or serious injury if this Court stays  
10 enforcement of the order allowing Defendant to place information in pleadings related to the  
11 amounts of money transferred from Front Sight to the VNV Trusts or the dates of said transfers.  
12 In fact, Defendant will suffer no injury at all. The information will still be before the Court, it  
13 will simply need to be redacted. Therefore, Defendant will not suffer any legitimate injury  
14 whatsoever, let alone irreparable or serious injury, if this Court stays enforcement of Order.

15 Fourth, it is reasonably likely that Front Sight will succeed on its writ petition. Supreme  
16 Court Rules require that Defendant redact or seal any references to Front Sight's private financial  
17 or tax information. Defendant's attempt to argue that Front Sight must demonstrate that it will  
18 suffer a compelling harm should its financial and tax information be disclosed that outweighs the  
19 public's right to access legal documents. However, the very text of the Supreme Court Rules  
20 provide for redaction or sealing of tax information.

21 Because Defendants' Motion for Clarification is nothing more than a veiled request for  
22 an untimely motion for reconsideration without meeting the legal standard for such a motion,  
23 because Front Sight's private tax and financial information is not relevant, and because Front  
24

1 Sight’s private tax and financial information must be sealed as a matter of law, it is reasonably  
2 likely that Plaintiff will succeed on its writ petition.

3       Therefore, Defendants lack any procedural basis or standing for requesting the financial  
4 and accounting records they seek. This Court has already entered a formal, written order  
5 denying Plaintiff’s Motion to Quash; admittedly, this means the Court disagrees with Front  
6 Sight’s position.

7       Nonetheless, Front Sight’s position will be set forth in the writ petition, which Plaintiff  
8 expects to file by close of business on June 17, 2020. With due respect to the Court, Front Sight  
9 has a reasonable likelihood of succeeding. This burden is not as high as the preponderance-of-  
10 the-evidence standard. *Leiva-Perez v. Holder*, 640 F.3d 962, 966 - 67 (9th Cir. 2011) (“What is  
11 clear, however, is that to justify a stay, petitioners need not demonstrate that it is more likely than  
12 not that they will win on the merits.”).

13 **C. THIS MOTION SHOULD BE HEARD ON SHORTENED TIME**

14 EDCR 2.26 states in pertinent part:

15 **Rule 2.26. Shortening time.** Ex parte motions to shorten time may not be granted  
16 except upon an unsworn declaration under penalty of perjury or affidavit of  
17 counsel describing the circumstances claimed to constitute good cause and justify  
18 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.

19       As set forth above, the Order Granting Defendant Las Vegas Development Fund LLC’s  
20 Motion for Clarification on Order Shortening Time, Notice of Entry of Order filed on June 5,  
21 2020, authorizes Defendant to place information in pleadings related to the amounts of money  
22 transferred from Front Sight to the VNV Trusts and the dates of said transfers. Plaintiff intends  
23 to file a writ petition with the Nevada Supreme Court challenging the Court’s decision to grant  
24

1 Defendant's Motion for Clarification. Pursuant to NRAP8(a)(1) and the Court's inherent  
2 authority, Plaintiff requests through this current Motion to Stay that the Court stay enforcement  
3 of the Order Granting Defendant's Motion for Clarification, Notice of Entry of Order filed on  
4 June 5, 2020, until after the Nevada Supreme Court has decided the writ petition.

5 If this matter is set in the ordinary course, it is likely the Plaintiff's confidential  
6 information will have already been placed in pleadings. Consequently, a determination on the  
7 Motion to Stay is necessary, and good cause exists under EDCR 2.26 to shorten the time for  
8 hearing.

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

12 **III.**

13 **CONCLUSION**

14 Based on the foregoing, Plaintiff respectfully requests that the Court grant this Motion to  
15 Stay.

16 DATED this 9<sup>th</sup> day of June, 2020.

17 **ALDRICH LAW FIRM, LTD.**

18 /s/ John P. Aldrich

19 John P. Aldrich, Esq.

20 Nevada Bar No. 6877

21 Catherine Hernandez, Esq.

22 Nevada Bar No. 8410

23 Jamie S. Hendrickson, Esq.

24 Nevada Bar No. 12770

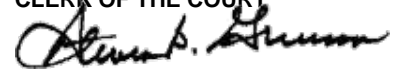
7866 West Sahara Avenue

Las Vegas, NV 89117

Tel (702) 853-5490

Fax (702) 226-1975

*Attorneys for Plaintiff/Counterdefendant*



# District Court

## CLARK COUNTY, NEVADA

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

Plaintiff, )

vs. )

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

Defendants. )

\_\_\_\_\_ )

AND ALL RELATED COUNTERCLAIMS. )

\_\_\_\_\_

Case No.: A-18-781084-B

Dept No.: XVI

**SUMMONS**

**Michael G. Meacher**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:
  - a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.
  - b. Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this Summons within which to file an Answer or other responsive pleading.

Issued at the direction of:

CLERK OF THE COURT

STEVEN D. GRIERSON  
CLERK OF THE COURT

/s/ Andrea M. Champion  
JOHN R. BAILEY  
Nevada Bar No. 0137  
JOSHUA M. DICKEY  
Nevada Bar No. 6621  
ANDREA M. CHAMPION  
Nevada Bar No. 13461  
BAILEY ❖ KENNEDY  
8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
(702) 562-8820 Telephone  
(702) 562-8821 Facsimile

By: Laurie Williams Date: 6/11/2020  
DEPUTY CLERK  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89155

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

NOTE: When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure, Rule 4(b).

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**AFFIDAVIT OF SERVICE**

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

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

Case No.:A-18-781084-B  
Andrea M. Champion, Esq., Bar No. 13461  
BAILEY KENNEDY, LLP  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
(702) 562-8820  
*Attorneys for the Defendant(s)*  
Client File# 11544-001

I, Shanna Anderson, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons - Michael G. Meacher; Defendants' Answer to Plaintiff's Second Amended Complaint; and First Amended Counterclaim, from BAILEY KENNEDY, LLP

That on 6/11/2020 at 4:46 PM at 4770 Santa Luc Street, Pahrump, NV 89061 I served Michael G. Meacher with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with Michael G. Meacher.

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

Gender: Male, Race: Caucasian, Age: 50's, Height: 6'0, Weight: 190 lbs., Hair: Gray, Eyes:N/A

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

Date: 10-15-2020



Shanna Anderson  
Registered Work Card# R-086122  
State of Nevada

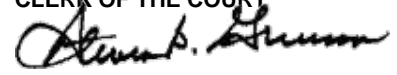
(No Notary Per NRS 53.045)

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



Control #:NV227226  
Reference: 11544-001

Electronically Filed  
6/16/2020 3:29 PM  
Steven D. Grierson  
CLERK OF THE COURT



# District Court

## CLARK COUNTY, NEVADA

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

Plaintiff, )

vs. )

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

Defendants. )

\_\_\_\_\_ )

AND ALL RELATED COUNTERCLAIMS. )

)

)

)

\_\_\_\_\_ )

Case No.: A-18-781084-B

Dept No.: XVI

### SUMMONS

**Top Rank Builders Inc.**

**c/o Efrain Rene Morales-Moreno**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.

b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.



4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this Summons within which to file an Answer or other responsive pleading.

Issued at the direction of:

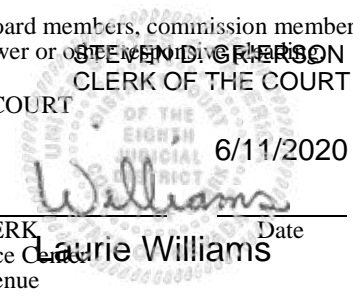
/s/ Andrea M. Champion  
JOHN R. BAILEY  
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JOSHUA M. DICKEY  
Nevada Bar No. 6621  
ANDREA M. CHAMPION  
Nevada Bar No. 13461  
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*Attorneys for Defendants*  
LAS VEGAS DEVELOPMENT FUND LLC;  
EB5 IMPACT CAPITAL REGIONAL CENTER LLC; EB5  
IMPACT ADVISORS LLC; ROBERT W. DZIUBLA;  
JON FLEMING; and LINDA STANWOOD

NOTE: When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure, Rule 4(b).

CLERK OF THE COURT

By: Laurie Williams Date: 6/11/2020  
DEPUTY CLERK  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89155



AFFIDAVIT OF SERVICE

DISTRICT COURT CLARK COUNTY  
CLARK COUNTY, STATE OF NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

Case No.:A-18-781084-B  
Andrea M. Champion, Esq., Bar No. 13461  
BAILEY KENNEDY, LLP  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
(702) 562-8820  
*Attorneys for the Defendant(s)*  
Client File# 11544-001

I, Shanna Anderson, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons - Top Rank Builders Inc.; Defendants' Answer to Plaintiff's Second Amended Complaint; and First Amended Counterclaim, from BAILEY KENNEDY, LLP


That on 6/11/2020 at 4:25 PM at 2941 Lorelie Street, Pahrump, NV 89048 I served Top Rank Builders Inc. - c/o Efrain Rene Morales-Moreno, by personally delivering and leaving a copy of the above-listed document(s) with Gloria Munoz - Front Office Secretary, a person of suitable age and discretion authorized to accept service of process.

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

Gender: Female, Race: Hispanic, Age: 30's, Height: Seated, Weight: Seated, Hair: Brown, Eyes:Brown

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

Date: 10-15-2020

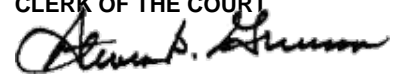
  
Shanna Anderson  
Registered Work Card# R-086122  
State of Nevada

(No Notary Per NRS 53.045)

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



Control #:NV227230  
Reference: 11544-001



# District Court

## CLARK COUNTY, NEVADA

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

Plaintiff, )

vs. )

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

Defendants. )

Case No.: A-18-781084-B

Dept No.: XVI

### SUMMONS

**All American Concrete & Masonry Inc.  
c/o Efrain Rene Morales-Moreno**

\_\_\_\_\_ )

AND ALL RELATED COUNTERCLAIMS. )

\_\_\_\_\_ )

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.

b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this Summons within which to file an Answer or other responsive pleading.

Issued at the direction of:

/s/ Andrea M. Champion  
JOHN R. BAILEY  
Nevada Bar No. 0137  
JOSHUA M. DICKEY  
Nevada Bar No. 6621  
ANDREA M. CHAMPION  
Nevada Bar No. 13461  
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(702) 562-8820 Telephone  
(702) 562-8821 Facsimile

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

NOTE: When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure, Rule 4(b).

STEVEN D. GRIERSON  
CLERK OF THE COURT  
CLERK OF THE COURT  
6/11/2020  
By: Laurie Williams Date  
DEPUTY CLERK  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89155  
Laurie Williams

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**AFFIDAVIT OF SERVICE**

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

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

Case No.:A-18-781084-B  
Andrea M. Champion, Esq., Bar No. 13461  
BAILEY KENNEDY, LLP  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
(702) 562-8820  
*Attorneys for the Defendant(s)*  
Client File# 11544-001

I, Shanna Anderson, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons - All American Concrete & Masonry Inc.; Defendants' Answer to Plaintiff's Second Amended Complaint; and First Amended Counterclaim, from BAILEY KENNEDY, LLP


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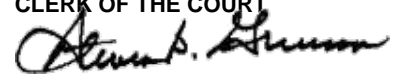
Date: 6-15-2020

  
Shanna Anderson  
Registered Work Card# R-086122  
State of Nevada

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



Control #:NV227229  
Reference: 11544-001



# District Court

## CLARK COUNTY, NEVADA

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

Plaintiff, )

vs. )

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

Defendants. )

\_\_\_\_\_ )

AND ALL RELATED COUNTERCLAIMS. )

\_\_\_\_\_ )

Case No.: A-18-781084-B

Dept No.: XVI

### SUMMONS

**Morales Construction, Inc.**

**c/o Efrain Rene Morales-Moreno**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.

b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this Summons within which to file an Answer or other responsive pleading.

Issued at the direction of:

STEVEN D. GRIERSON  
CLERK OF THE COURT

/s/ Andrea M. Champion  
JOHN R. BAILEY  
Nevada Bar No. 0137  
JOSHUA M. DICKEY  
Nevada Bar No. 6621  
ANDREA M. CHAMPION  
Nevada Bar No. 13461  
BAILEY ❖ KENNEDY  
8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
(702) 562-8820 Telephone  
(702) 562-8821 Facsimile

By: Laurie Williams Date 6/11/2020  
DEPUTY CLERK, Laurie Williams  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89155



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

NOTE: When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure, Rule 4(b).

AFFIDAVIT OF SERVICE

DISTRICT COURT CLARK COUNTY  
CLARK COUNTY, STATE OF NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

Case No.:A-18-781084-B  
Andrea M. Champion, Esq., Bar No. 13461  
BAILEY KENNEDY, LLP  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
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*Attorneys for the Defendant(s)*  
Client File# 11544-001

I, Shanna Anderson, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons - Morales Construction, Inc.; Defendants' Answer to Plaintiff's Second Amended Complaint; and First Amended Counterclaim, from BAILEY KENNEDY, LLP

That on 6/11/2020 at 4:25 PM at 2941 Lorelie Street, Pahrump, NV 89048 I served Morales Construction, Inc. - c/o Efrain Rene Morales-Moreno, by personally delivering and leaving a copy of the above-listed document(s) with Gloria Munoz - Front Office/Secretary, a person of suitable age and discretion authorized to accept service of process.

That the description of the person actually served is as follows:  
Gender: Female, Race: Latino, Age: 30's, Height: Seated, Weight: Seated, Hair: Brown, Eyes:Brown

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Date: 6-15-2020



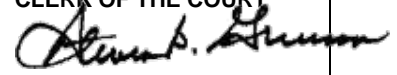
Shanna Anderson  
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Service Provided for:  
Nationwide Legal Nevada, LLC  
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(702) 385-5444  
Nevada Lic # 1656



Control #:NV227228  
Reference: 11544-001





1 **NEFF**  
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15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

DISTRICT COURT  
CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
20  
21 Plaintiff,  
22 vs.  
23 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al,  
24 Defendants.

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

**NOTICE OF ENTRY OF ORDER  
DENYING FRONT SIGHT  
MANAGEMENT LLC'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT  
WITH FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

25  
26 AND ALL RELATED COUNTERCLAIMS.  
27

**BAILEY ❖ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 PLEASE TAKE NOTICE that an Order Denying Front Sight Management LLC's Motion for  
2 Partial Summary Judgment With Findings of Fact and Conclusions of Law was entered on June 22,  
3 2020; a true and correct copy of which is attached hereto.

4 DATED this 22nd day of June, 2020.

5 BAILEY ❖ KENNEDY

6  
7 By: /s/ Andrea M. Champion  
8 JOHN R. BAILEY  
9 JOSHUA M. DICKEY  
10 ANDREA M. CHAMPION

11 *Attorney for Defendants*  
12 LAS VEGAS DEVELOPMENT FUND  
13 LLC; EB5 IMPACT CAPITAL  
14 REGIONAL CENTER LLC; EB5 IMPACT  
15 ADVISORS LLC; ROBERT W.  
16 DZIUBLA; JON FLEMING; and LINDA  
17 STANWOOD

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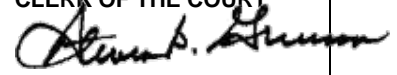
**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 22nd day of June, 2020, service of the foregoing **NOTICE OF ENTRY OF ORDER DENYING FRONT SIGHT MANAGEMENT LLC’S MOTION FOR PARTIAL SUMMARY JUDGMENT WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JOHN P. ALDRICH  
CATHERINE HERNANDEZ  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117

Email: [jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)  
*Attorneys for Plaintiff*  
FRONT SIGHT MANAGEMENT LLC

*/s/ Josephine Baltazar*  
Employee of BAILEY ❖ KENNEDY



1 **FFCL**  
JOHN R. BAILEY  
2 Nevada Bar No. 0137  
JOSHUA M. DICKEY  
3 Nevada Bar No. 6621  
ANDREA M. CHAMPION  
4 Nevada Bar No. 13461  
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14 LAS VEGAS DEVELOPMENT FUND LLC;  
EB5 IMPACT CAPITAL REGIONAL CENTER  
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

17 DISTRICT COURT  
18 CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
20  
21 Plaintiff,  
22 vs.  
23 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,  
24 Defendants.

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

**ORDER DENYING FRONT SIGHT  
MANAGEMENT LLC'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT  
WITH FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

25  
26  
27 AND ALL RELATED COUNTERCLAIMS.

**BAILEY ❖ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 This matter came before the Court on March 12, 2020, at 1:15 p.m. on Plaintiff’s Motion for  
2 Partial Summary Judgment (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff Front  
3 Sight Management LLC (“Front Sight”); and C. Keith Greer and Kathryn Holbert appeared on  
4 behalf of Defendants and Counterclaimant Las Vegas Development Fund, LLC, LLC (“LVD  
5 Fund”), EB5 Impact Capital Regional Center, LLC (“EB5IC”), EB5 Impact Advisors, LLC  
6 (“EBIA”), Robert W. Dziubla (“Dziubla”), Jon Fleming (“Fleming”), and Linda Stanwood  
7 (“Stanwood”) (collectively, the “EB5 Parties”). Having considered the Plaintiff’s Motion, the EB5  
8 Parties’ Opposition, and the Reply, having heard oral argument of the parties through their  
9 respective counsel, this Court makes the following Findings of Fact and Conclusions of Law.

10 Insofar as any conclusions of law is deemed to have been or include a finding of fact, such a  
11 finding of fact is hereby included as a factual finding. Insofar as any finding of fact is deemed to  
12 have been or to include a conclusion of law, such is included as a conclusion of law herein.

13 **FINDINGS OF FACT**

14 1. In 2012, Front Sight and Dziubla, acting on behalf of non-party Kenworth Capital,  
15 began discussing the potential financing of an expansion of Front Sight’s facilities, including the  
16 construction of a timeshare resort (the “Project”).

17 2. Although the parties initially discussed (and Front Sight ultimately rejected) private  
18 equity financing for the Project, they subsequently began to discuss a potential EB-5 raise for the  
19 Project.

20 3. In the course of discussions about potentially raising money for Front Sight’s Project,  
21 Dziubla made certain statements to Front Sight about his experience in working with Chinese and  
22 Asian investors and his knowledge of EB-5 financing.

23 4. Front Sight contends that those statements were false.

24 5. Dziubla maintains that those statements are true and accurately reflected his  
25 experience and knowledge of EB-5 financing.

26 6. The parties discussed the speculative nature of using EB-5 fundraising to raise some,  
27 or perhaps all, of the \$75,000,000-150,000,000 Front Sight was seeking for completion of the  
28 Project.

1           7.       The parties also discussed the anticipated timing of that EB-5 raise, including how  
2 quickly they expected to be able to raise the funds for the Project.

3           8.       Front Sight contends that the statements made by Dziubla about the hoped-for raise of  
4 EB-5 funds and the timing of said funds were false when they were made, and that Dziubla made the  
5 false statements in order to induce Front Sight to enter into a Construction Loan Agreement (the  
6 “CLA”).

7           9.       The EB5 Parties maintain that the statements about what the parties hoped to  
8 accomplish through an EB-5 raise were believed to be true at the time they were made.

9           10.      On or about February 14, 2013, the parties entered into an engagement letter contract  
10 which provided that Front Sight was obligated to pay for the expenses incurred in creating the  
11 regional center and to establish the foundation for the EB-5 capital raise (including marketing  
12 expenses for the EB-5 raise).

13           11.      There is no dispute that Front Sight paid the agreed upon costs required under the  
14 engagement letter, although the parties dispute whether Front Sight paid the agreed upon costs in a  
15 timely manner.

16           12.      Front Sight contends that it asked to be the owner of the regional center (EB5IA)  
17 once established and that Dziubla and EB5IA represented to Front Sight that it could not be the  
18 owner of the regional center.

19           13.      The EB5 Parties dispute that Front Sight ever asked to have an ownership interest in  
20 the regional center and that any representative of EB5IA or Dziubla ever told Front Sight that it  
21 could not be the owner of a regional center.

22           14.      In or about May 2016, it became apparent that it was unlikely that the EB5 Parties  
23 would come anywhere close to the parties’ goal for the EB-5 raise.

24           15.      Therefore, they renegotiated the transaction, restructured the capital stack, eliminated  
25 the minimum raise, and agreed that LVD Fund would lend the funds received to date to Front Sight  
26 pursuant to a commercial construction loan agreement.

27           16.      After that point, the parties agreed that the EB5 Parties were only to be paid success  
28 fees for funds they were able to generate through EB-5 sources.

1           17.     On or about October 6, 2016, the parties entered into the CLA.

2           18.     Pursuant to the CLA, LVD Fund loaned funds to Front Sight. The source of all funds  
3 loaned by LVD Fund to Front Sight were from immigrant investors under the EB-5 program.

4           19.     Because the source of all funds loaned by LVD Fund to Front Sight were immigrant  
5 investors, the CLA contains, among other provisions, requirements specific to the EB-5 program  
6 (including provisions requiring Front Sight to provide certain information in support of EB5IA and  
7 the immigrant investor’s reporting requirements) and multiple performance obligations by Front  
8 Sight to ensure its continuing compliance with the federal EB-5 requirements.

9           20.     On or about July 31, 2018, LVD Fund served Front Sight with a Notice of Multiple  
10 Defaults / Notice of Inspection / Monthly Proof of Project Costs.

11          21.     LVD Fund maintains that Front Sight breached the CLA by, among other things,  
12 failing to provide the necessary information to support the EB5 Parties’ reporting requirements.

13          22.     Front Sight disputes that it breached the CLA and further contends that LVD Fund  
14 cannot enforce any alleged breaches of the CLA, because the doctrine of equitable estoppel bars any  
15 such action due to the EB5 Parties fraudulently inducing Front Sight into entering the CLA as a  
16 result of the above referenced misrepresentations and/or because Front Sight alleges LVD Fund was  
17 the first party to breach the CLA.

18          23.     On September 14, 2018, Front Sight commenced this litigation.

19          24.     On January 4, 2019, Front Sight filed a Second Amended Complaint which included  
20 fraudulent misrepresentation, conversion, civil conspiracy, breach of contract, breach of the  
21 covenant of good faith and fair dealing, and negligent misrepresentation claims (among other claims  
22 for relief).

23          25.     Front Sight also contends that the Court needs to make a finding of alter ego.

24          26.     On January 17, 2020, Front Sight filed its Motion for Partial Summary Judgment  
25 asking that this Court make a liability finding on each of the above referenced claims for relief and  
26 deciding the issue of alter ego.

27     ///

28     ///

**CONCLUSIONS OF LAW**

**A. The Summary Judgment Standard.**

1. Summary judgment is only proper when there is no genuine issue of material fact in dispute. *See* NRCP 56. To obtain summary judgment, the moving party has the burden of showing the absence of genuine issue of material fact. *Cuzze v. Univ. & Cmty. Sys. of Nev.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007). When reviewing a motion for summary judgment, the Court must view all the evidence in the light most favorable to the non-moving party. *See Short v. Hotel Riviera, Inc.*, 79 Nev. 94, 103, 378 P.2d 979, 984 (1963). Courts must accept as true all evidence favorable to the party against whom summary judgment is sought and accord the nonmoving party all favorable inferences that may be reasonably drawn from such evidence. *See id.*

**B. Front Sight Failed To Demonstrate The Absence Of Genuine Issues of Material Fact.**

2. Because Front Sight seeks summary judgment on its fraud claim, Front Sight has the burden of establishing each element by clear and convincing evidence. *See Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1260, 969 P.2d 949 (1998).

3. Notwithstanding Front Sight’s burden of proof, it is in the purview of the jury, not the trial court, to weigh and balance the evidence when the facts are contested to determine whether: (1) the defendant made a false representation; (2) the defendant made a false representation with knowledge or belief that the representation was false or without sufficient basis for making the representation; (3) the defendant intended to induce the plaintiff to act or refrain from acting on the representation; (4) the plaintiff justifiably relied on the representation; and (5) the plaintiff was damaged as a result of his reliance. *See Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 956 P.2d 1382 (1998); *J.A. Jones Const. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 290-91, 89 P.3d 1009 (2004).

4. Under the facts of this case, involving the EB-5 Financing and the CLA, the Court finds that there are material issues of fact as to whether the defendants made false representations and whether any false representations were made with knowledge or belief that the representation was false or without sufficient basis for making the representation. Consequently, there remain

///



1 material issues of fact for a jury to ultimately determine whether LVD Fund intended to induce Front  
2 Sight to act and, if induced, whether Front Sight's reliance was justifiable.

3 5. Additionally, there remain questions of material fact as to Front Sight's conversion,  
4 conspiracy, breach of contract, breach of the covenant of good faith and fair dealing, and negligent  
5 misrepresentation claims.

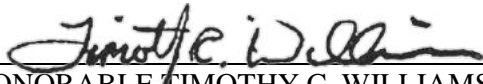
6 6. Lastly, the Court finds that there is insufficient evidence that LVD Fund ignored  
7 corporate formalities to support a finding of alter ego.

8 Based on the above, the Court concludes that Front Sight is not entitled to the relief it seeks  
9 by the Motion.

10 **ORDER**

11 **IT IS HEREBY ORDERED** that Plaintiff Front Sight Management LLC's Motion for  
12 Partial Summary Judgment is DENIED.

13 **IT IS SO ORDERED.** June 22, 2020  
CG

14  
15   
16 HONORABLE TIMOTHY C. WILLIAMS  
17 DISTRICT COURT JUDGE CG

1 Respectfully submitted by:

2 **BAILEY KENNEDY, LLP**

3 /s/ Andrea M. Champion

4 JOHN R. BAILEY

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5 JOSHUA M. DICKEY

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12 EB5 IMPACT CAPITAL REGIONAL

CENTER LLC; EB5 IMPACT ADVISORS

13 LLC; ROBERT W. DZIUBLA; JON

FLEMING; and LINDA STANWOOD

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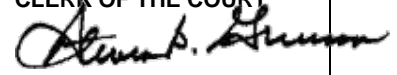
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EB5 IMPACT CAPITAL REGIONAL CENTER  
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

17 DISTRICT COURT  
18 CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
20  
21 Plaintiff,

22 vs.

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

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

**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**

25  
26 AND ALL RELATED COUNTERCLAIMS.  
27

**BAILEY ❖ KENNEDY**  
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702.562.8820

1 PLEASE TAKE NOTICE that an Order Granting in Part Motion for Sanctions and/or to  
2 Compel Actual Responses to Plaintiff's First Sets of Interrogatories to Defendants was entered on  
3 June 22, 2020; a true and correct copy of which is attached hereto.

4 DATED this 22nd day of June, 2020.

5 BAILEY ❖ KENNEDY

6  
7 By: /s/ Andrea M. Champion  
8 JOHN R. BAILEY  
9 JOSHUA M. DICKEY  
10 ANDREA M. CHAMPION

11 *Attorney for Defendants*  
12 LAS VEGAS DEVELOPMENT FUND  
13 LLC; EB5 IMPACT CAPITAL  
14 REGIONAL CENTER LLC; EB5 IMPACT  
15 ADVISORS LLC; ROBERT W.  
16 DZIUBLA; JON FLEMING; and LINDA  
17 STANWOOD

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**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 22nd day of June, 2020, service of the foregoing **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** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

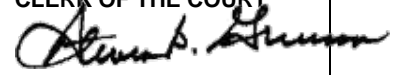
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/s/ Josephine Baltazar  
Employee of BAILEY ❖ KENNEDY

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1 **ORDR**  
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16 LINDA STANWOOD

17 DISTRICT COURT  
18 CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
20  
21 Plaintiff,  
22 vs.  
23 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,  
24 Defendants.

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

**ORDER GRANTING IN PART AND  
DENYING IN PART MOTION FOR  
SANCTIONS AND/OR TO COMPEL  
ACTUAL RESPONSES TO  
PLAINTIFF'S FIRST SETS OF  
INTERROGATORIES TO  
DEFENDANTS**

25  
26 AND ALL RELATED COUNTERCLAIMS.  
27

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1           This matter came before the Court on May 20, 2020, at 9:00 a.m. on Plaintiff Front Sight  
2 Management LLC’s Motion for Sanctions and/or to Compel Actual Responses to Plaintiff’s First Set  
3 of Interrogatories to Defendants (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff  
4 Front Sight Management LLC (“Front Sight”); and John R. Bailey, Andrea M. Champion, and C.  
5 Keith Greer appeared on behalf of Defendants and Counterclaimant Las Vegas Development Fund,  
6 LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact Advisors, LLC, Robert W. Dziubla,  
7 Jon Fleming, and Linda Stanwood (the “EB5 Parties”). The Court having reviewed the pleadings on  
8 file herein, having heard oral argument by the parties, and for good cause appearing therefore,

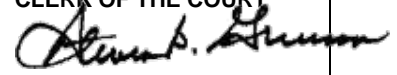
9           **IT IS HEREBY ORDERED** that Front Sight’s request for sanctions is DENIED.

10           **IT IS FURTHER ORDERED** that Front Sight’s Motion to Compel Actual Responses to  
11 Plaintiff’s First Set of Interrogatories to Defendants is GRANTED. However, the parties must meet  
12 and confer on Front Sight’s First Set of Interrogatories to narrow the scope of the Interrogatories,  
13 when appropriate, and then, following a good faith meet and confer on the Interrogatories, the EB5  
14 Parties must supplement their responses to the Interrogatories.

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16 LINDA STANWOOD

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18 DISTRICT COURT  
19 CLARK COUNTY, NEVADA

20 FRONT SIGHT MANAGEMENT LLC, a  
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22 Plaintiff,  
23 vs.  
24 LAS VEGAS DEVELOPMENT FUND LLC, a  
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25 Defendants.  
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27  
28 AND ALL RELATED COUNTERCLAIMS.

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

**NOTICE OF ENTRY OF FINDINGS OF  
FACT AND CONCLUSIONS OF LAW  
AND ORDER GRANTING IN PART  
AND DENYING IN PART  
DEFENDANT'S MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS' AND  
INDIVIDUAL INVESTORS'  
CONFIDENTIAL INFORMATION**

1 PLEASE TAKE NOTICE that a Findings of Fact and Conclusions of Law and Order  
2 Granting In Part and Denying In Part Defendant's Motion for Protective Order Regarding Discovery  
3 of Consultants' and Individual Investors' Confidential Information was entered on June 30, 2020; a  
4 true and correct copy of which is attached hereto.

5 DATED this 6th day of July, 2020.

6 BAILEY ❖ KENNEDY

7  
8 By: /s/ Andrea M. Champion  
9 JOHN R. BAILEY  
10 JOSHUA M. DICKEY  
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15 REGIONAL CENTER LLC; EB5 IMPACT  
16 ADVISORS LLC; ROBERT W.  
17 DZIUBLA; JON FLEMING; and  
18 LINDA STANWOOD  
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**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 6th day of July, 2020, service of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT’S MOTION FOR PROTECTIVE ORDER REGARDING DISCOVERY OF CONSULTANTS’ AND INDIVIDUAL INVESTORS’ CONFIDENTIAL INFORMATION** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JOHN P. ALDRICH  
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JENNIFER PIAZZA; VNV  
DYNASTY TRUST I, VNV  
DYNASTY TRUST II; AND  
MICHAEL MEACHER

---

TOP RANK BUILDERS INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

*Counterdefendant*

---

ALL AMERICAN CONCRETE &  
MASONRY INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

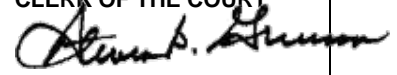
*Counterdefendant*

---

MORALES CONSTRUCTION, INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

*Counterdefendant*

/s/ Jennifer Kennedy  
Employee of BAILEY ❖ KENNEDY



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EB5 IMPACT CAPITAL REGIONAL CENTER  
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
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16 LINDA STANWOOD

17 DISTRICT COURT  
18 CLARK COUNTY, NEVADA

19 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
20  
21 Plaintiff,

22 vs.

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

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

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND ORDER  
GRANTING IN PART AND DENYING  
IN PART DEFENDANT’S MOTION FOR  
PROTECTIVE ORDER REGARDING  
DISCOVERY OF CONSULTANTS’ AND  
INDIVIDUAL INVESTORS’  
CONFIDENTIAL INFORMATION**

25  
26 AND ALL RELATED COUNTERCLAIMS.  
27

**BAILEY ❖ KENNEDY**  
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1 This matter came before the Court on May 13, 2020, at 10:30 a.m., on Defendants Las Vegas  
2 Development Fund, LLC (“LVD Fund”), EB5 Impact Capital Regional Center, LLC, EB5 Impact  
3 Advisors, LLC, Robert W. Dziubla, Jon Fleming, and Linda Stanwood’s (collectively, the “EB5  
4 Parties”) Motion for Protective Order Regarding Discovery of Consultants’ and Individual Investors’  
5 Confidential Information (the “Motion”). John P. Aldrich appeared on behalf of Plaintiff Front Sight  
6 Management LLC (“Front Sight”); and John R. Bailey, Andrea M. Champion, C. Keith Greer, and  
7 Kathryn Holbert appeared on behalf of the EB5 Parties. Having considered the EB5 Parties’  
8 Motion, Front Sight’s Opposition, the Reply, and having heard oral argument of the parties through  
9 their respective counsel, this Court makes the following Findings of Fact and Conclusions of Law.

10 Insofar as any conclusions of law is deemed to have been or include a finding of fact, such a  
11 finding of fact is hereby included as a factual finding. Insofar as any finding of fact is deemed to  
12 have been or to include a conclusion of law, such is included as a conclusion of law herein.

13 **FINDINGS OF FACT**

14 1. LVD Fund was formed as a new LLC for the specific purpose of raising funds from  
15 foreign investors pursuant to the federal EB-5 program. In turn, those funds were to be used to  
16 provide loan financing to Front Sight for construction of the Front Sight Project.

17 2. LVD Fund then sponsored an offering to foreign immigrant investors to finance the  
18 Project.

19 3. To market the offering, LVD Fund utilized Foreign Placement Consultants to contact  
20 potential foreign immigrant investors who may have some interest in investing in LVD Fund and  
21 promote the investment.

22 4. The foreign immigrant investors who subscribed to the offering are investors in LVD  
23 Fund; they are not investors in Front Sight.

24 5. LVD Fund then used the investment funds raised to make a loan to Front Sight for  
25 construction of the Project as memorialized by the October 6, 2016 Construction Loan Agreement  
26 (the “CLA”).

27 ///

28 ///

1           6.       LVD Fund maintains that Front Sight breached the CLA through multiple  
2 performance defaults including, among other things, failing to provide the necessary information to  
3 support the EB5 Parties’ reporting requirements.

4           7.       Front Sight disputes that it breached the CLA and further contends that LVD Fund  
5 cannot enforce any alleged breaches of the CLA because the doctrine of equitable estoppel bars any  
6 such action due to the EB5 Parties’ allegedly fraudulently inducing Front Sight into entering the  
7 CLA.

8           8.       On September 14, 2018, Front Sight commenced this litigation.

9           9.       Through discovery, Front Sight has sought information related to the foreign  
10 immigrant investors (the “Investors”) as well as the Foreign Placement Consultants.

11          10.      The EB5 Parties objected to each discovery request that sought information about the  
12 Investors and/or the Foreign Placement Consultants.

13          11.      On September 19, 2019, Front Sight filed a Motion to Compel and for Sanctions,  
14 seeking an order to compel the EB5 Parties to provide supplemental responses to its Requests for  
15 Production of Documents, without objection.

16          12.      While this Court ultimately ordered the EB5 Parties to provide additional  
17 supplemental responses to the Requests for Production of Documents, the Court did not address the  
18 EB5 Parties’ privilege and confidentiality concerns in deciding Front Sight’s Motion to Compel and,  
19 instead, instructed the EB5 Parties to assert any privilege(s) it may have in a privilege log and to file  
20 a motion for protective order by March 30, 2020. (*See* Order Grant. Pl.’s Mot. to Compel, filed  
21 3/25/2020.)

22          13.      By stipulation, the parties later agreed to move the deadline for the EB5 Parties to file  
23 a motion for protective order from March 30, 2020 to April 13, 2020. (*See* Stip. and Order Resetting  
24 Hearings and Br. Schedule, filed 3/27/2020.)

25          14.      On April 13, 2020, pursuant to the Parties’ Stipulation and Order, the EB5 Parties  
26 filed their Motion to protect the disclosure of any information related to the Investors and the  
27 Foreign Placement Consultants.

28       ///

1 15. The EB5 Parties contend that information about the Investors and the Foreign  
2 Placement Consultants is irrelevant to the claims and defenses in this case, that it constitutes trade  
3 secrets, and that the protective order entered in this case is not sufficient to protect the information  
4 sought.

5 16. Front Sight contends that the EB5 Parties have waived any objections they may have  
6 to the information sought because the Motion was not timely filed. In addition, Front Sight contends  
7 that the information sought does not constitute trade secrets, is relevant to its fraudulent  
8 misrepresentation claims (specifically, that the EB5 Parties misrepresented their relationship with  
9 Foreign Placement Consultants and therefore, their ability to properly market and promote the  
10 Project), and that the information sought is sufficiently protected by the protective order entered in  
11 this case.

12 **CONCLUSIONS OF LAW**

13 1. NRCP 26(c) permits the Court, for good cause shown, to enter a protective order  
14 forbidding inquiry into certain matters, or limiting the scope of discovery to certain matters.

15 2. Generally, “[d]iscovery matters are within the district court’s sound discretion.” *Club*  
16 *Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249  
17 (2012).

18 3. NRCP 26(c) does not provide a time frame for a party to bring a motion for protective  
19 order.

20 4. Given the complex procedural history of this case, which has often led to accelerated  
21 deadlines, followed just as often by stipulations from the parties to create a more manageable  
22 deadline schedule, the Court finds that the EB5 Parties timely filed their Motion.

23 5. The Investors’ identities and investment information are not germane to the claims  
24 and defenses in this case. Therefore, pursuant to NRCP 26(c)(1)(A), the Court will not allow  
25 discovery as to the Investors.

26 6. As a result, the Court does not render a decision on the merits as to whether the  
27 investor records are privileged as trade secrets, if that privilege has been waived, if the discovery

28 ///

1 sought is proportional to the needs of the case, or whether Front Sight has demonstrated that the  
2 information sought as to the Investors is necessary.

3           7.       However, limited information concerning the Foreign Placement Consultants is  
4 relevant to Front Sight’s fraud claims. Specifically, the Court finds the nature, history, and extent of  
5 the EB5 Parties’ prior relationship with the Foreign Placement Consultants is relevant to Front  
6 Sight’s claims that the EB5 Parties’ misrepresented that it had a network of relationships for  
7 potentially sourcing EB-5 investors. Consequently, notwithstanding the potential privilege and  
8 confidentiality concerns, the Court will allow limited discovery concerning the identities of the EB5  
9 Parties’ Foreign Placement Consultants, the prior work these consultants performed on behalf of the  
10 EB5 Parties, the timing of the formation of those business relationships, and the degree of success  
11 those Foreign Placement Consultants achieved for the EB5 Parties in prior work.


**ORDER**

12           **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is DENIED IN PART AND  
13 GRANTED IN PART as follows:

14           The Motion is DENIED as to the consultants; limited discovery, as set forth in Conclusion of  
15 Law No. 7, will be permitted.

16           The Motion is GRANTED as to the Investors; no discovery concerning the Investors’  
17 identities and investment information shall be permitted.

18           Dated this 30th day of June, 2020.

19  
20  
21   
22 HONORABLE TIMOTHY C. WILLIAMS  
23 DISTRICT COURT JUDGE  
24 CG



1 Respectfully submitted by:

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3

4 /s/ Andrea M. Champion

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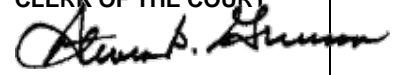
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EB5 IMPACT CAPITAL REGIONAL CENTER  
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

**BAILEY ❖ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

17  
18 DISTRICT COURT  
19 CLARK COUNTY, NEVADA

20 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
21  
22 Plaintiff,  
23 vs.  
24 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,  
25 Defendants.  
26  
27  
28 AND ALL RELATED COUNTERCLAIMS.

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

**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**

1 PLEASE TAKE NOTICE that an Order Denying Without Prejudice Plaintiff's Motion for  
2 Sanctions for Violation of Court Orders Related to Defendants' Responses to Plaintiffs' Requests for  
3 Production of Documents to Defendants was entered on June 30, 2020; a true and correct copy of  
4 which is attached hereto.

5 DATED this 6th day of July, 2020.

6 BAILEY ❖ KENNEDY

7  
8 By: /s/ Andrea M. Champion  
9 JOHN R. BAILEY  
10 JOSHUA M. DICKEY  
11 ANDREA M. CHAMPION

12 *Attorneys for Defendants*  
13 LAS VEGAS DEVELOPMENT FUND  
14 LLC; EB5 IMPACT CAPITAL  
15 REGIONAL CENTER LLC; EB5 IMPACT  
16 ADVISORS LLC; ROBERT W.  
17 DZIUBLA; JON FLEMING; and  
18 LINDA STANWOOD  
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BAILEY ❖ KENNEDY  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 6th day of July, 2020, service of the foregoing **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** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JOHN P. ALDRICH  
CATHERINE HERNANDEZ  
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Email:  
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*Plaintiff/Counterdefendants*  
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LLC; IGNATIUS A. PIAZZA II;  
JENNIFER PIAZZA; VNV  
DYNASTY TRUST I, VNV  
DYNASTY TRUST II; AND  
MICHAEL MEACHER

---

TOP RANK BUILDERS INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

*Counterdefendant*

---

ALL AMERICAN CONCRETE &  
MASONRY INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

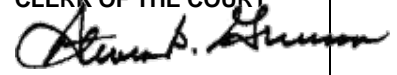
*Counterdefendant*

---

MORALES CONSTRUCTION, INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

*Counterdefendant*

/s/ Jennifer Kennedy  
Employee of BAILEY ❖ KENNEDY



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**ORDR**  
JOHN R. BAILEY  
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JOSHUA M. DICKEY  
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LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
LINDA STANWOOD

DISTRICT COURT  
CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

**ORDER DENYING WITHOUT  
PREJUDICE PLAINTIFF'S MOTION  
FOR SANCTIONS FOR VIOLATION OF  
COURT ORDERS RELATED TO  
DEFENDANTS' RESPONSES TO  
PLAINTIFF'S REQUESTS FOR  
PRODUCTION OF DOCUMENTS TO  
DEFENDANTS**

AND ALL RELATED COUNTERCLAIMS.

**BAILEY ❖ KENNEDY**  
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LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 This matter came before the Court on June 10, 2020, at 1:30 p.m. on Plaintiff Front Sight  
2 Management LLC’s Motion for Sanctions for Violation of Court Orders Related to Defendants’  
3 Responses to Plaintiff’s Requests for Production of Documents to Defendants (the “Motion”). John  
4 P. Aldrich appeared on behalf of Plaintiff Front Sight Management LLC (“Front Sight”); and Andrea  
5 M. Champion and C. Keith Greer appeared on behalf of Defendants and Counterclaimant Las Vegas  
6 Development Fund, LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact Advisors, LLC,  
7 Robert W. Dziubla, Jon Fleming, and Linda Stanwood (the “EB5 Parties”). The Court having  
8 reviewed the pleadings on file herein, having heard oral argument by the parties, and for good cause  
9 appearing therefore,

10 **IT IS HEREBY ORDERED** that Front Sight’s Motion is DENIED WITHOUT  
11 PREJUDICE.

12 **IT IS FURTHER ORDERED** that discovery in this matter, including but not limited to  
13 currently pending discovery deadlines and expert disclosure deadlines, shall be stayed for thirty (30)  
14 days upon entry of this Order. During that time, the EB5 Parties shall serve supplemental Responses  
15 to the Requests for Production for Documents identified in the Motion. However, the Court finds  
16 that the EB5 Parties have not waived meaningful objections to the Requests for Production of  
17 Documents. After the EB5 Parties serve supplemental responses, Front Sight shall have fifteen (15)  
18 days within which to review the supplemental responses and advise the Court whether a status check  
19 is needed to address any further alleged deficiencies in the EB5 Parties’ responses. In the event  
20 Front Sight requests a status check, it may do so on order shortening time if necessary.

21 **IT IS SO ORDERED** this 30th day of June, 2020.

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24 HONORABLE TIMOTHY C. WILLIAMS  
25 DISTRICT COURT JUDGE  
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Respectfully submitted by:  
**BAILEY KENNEDY, LLP**  
  
/s/ Andrea M. Champion  
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FLEMING; and  
LINDA STANWOOD

Approved as to form and content:  
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*Attorneys for Plaintiff*  
FRONT SIGHT MANAGEMENT LLC

## Jennifer Kennedy

---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Sent:** Tuesday, June 30, 2020 9:26 AM  
**To:** Andrea Champion; Josephine Baltazar  
**Cc:** traci@johnaldrichlawfirm.com  
**Subject:** Order regarding FS's Motion for Sanctions regarding Defendants Responses to RFPs  
**Attachments:** (redlined) 2020 06 17 Order re Mot for Sanctions re RFPs v 2 AMC (2).docx

Good morning Andi,

Attached please find my proposed redline changes to your proposed order. If they are acceptable, you may affix my e-signature and submit to the court. If you want to discuss, please let me know.

Thank you.

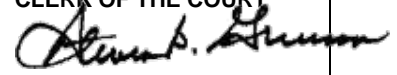
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13 *Attorneys for Defendants*  
14 LAS VEGAS DEVELOPMENT FUND LLC;  
EB5 IMPACT CAPITAL REGIONAL CENTER  
15 LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
16 LINDA STANWOOD

17  
18 DISTRICT COURT  
19 CLARK COUNTY, NEVADA

20 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
21  
22 Plaintiff,  
23 vs.  
24 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,  
25 Defendants.  
26  
27  
28 AND ALL RELATED COUNTERCLAIMS.

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

**NOTICE OF ENTRY OF ORDER  
GRANTING DEFENDANTS' MOTION  
FOR PROTECTIVE ORDER  
REGARDING THE DEFENDANTS'  
PRIVATE FINANCIAL INFORMATION**

**BAILEY ❖ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 PLEASE TAKE NOTICE that an Order Granting Defendants' Motion for Protective Order  
2 Regarding the Defendants' Private Financial Information was entered on July 10, 2020; a true and  
3 correct copy of which is attached hereto.

4 DATED this 10th day of July, 2020.

5 BAILEY ❖ KENNEDY

6  
7 By: /s/ Andrea M. Champion  
8 JOHN R. BAILEY  
9 JOSHUA M. DICKEY  
10 ANDREA M. CHAMPION

11 *Attorneys for Defendants*  
12 LAS VEGAS DEVELOPMENT FUND  
13 LLC; EB5 IMPACT CAPITAL  
14 REGIONAL CENTER LLC; EB5 IMPACT  
15 ADVISORS LLC; ROBERT W.  
16 DZIUBLA; JON FLEMING; and  
17 LINDA STANWOOD  
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**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 10th day of July, 2020, service of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS' MOTION FOR PROTECTIVE ORDER REGARDING THE DEFENDANTS' PRIVATE FINANCIAL INFORMATION** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JOHN P. ALDRICH  
CATHERINE HERNANDEZ  
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*Plaintiff/Counterdefendants*  
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LLC; IGNATIUS A. PIAZZA II;  
JENNIFER PIAZZA; VNV  
DYNASTY TRUST I; VNV  
DYNASTY TRUST II; AND  
MICHAEL MEACHER

---

TOP RANK BUILDERS INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

*Counterdefendant*

---

ALL AMERICAN CONCRETE &  
MASONRY INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

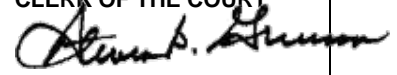
*Counterdefendant*

---

MORALES CONSTRUCTION, INC.  
2941 Lorelie Street  
Pahrump, Nevada 89048

*Counterdefendant*

/s/ Stephanie M. Kishi  
Employee of BAILEY ❖ KENNEDY



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**ORDR**  
JOHN R. BAILEY  
Nevada Bar No. 0137  
JOSHUA M. DICKEY  
Nevada Bar No. 6621  
ANDREA M. CHAMPION  
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EB5 IMPACT CAPITAL REGIONAL CENTER  
LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
W. DZIUBLA; JON FLEMING; and  
LINDA STANWOOD

DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

**ORDER GRANTING DEFENDANTS'  
MOTION FOR PROTECTIVE ORDER  
REGARDING THE DEFENDANTS'  
PRIVATE FINANCIAL INFORMATION**

AND ALL RELATED COUNTERCLAIMS.

**BAILEY ❖ KENNEDY**  
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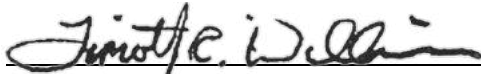
1 This matter came before the Court on June 24, 2020, at 1:30 p.m. on Defendants’ Motion for  
2 Protective Order Regarding the Defendants’ Private Financial Information (the “Motion”). John P.  
3 Aldrich appeared on behalf of Plaintiff Front Sight Management LLC (“Front Sight”); and Andrea  
4 M. Champion appeared on behalf of Defendants and Counterclaimant Las Vegas Development  
5 Fund, LLC, EB5 Impact Capital Regional Center, LLC, EB5 Impact Advisors, LLC, Robert W.  
6 Dziubla, Jon Fleming, and Linda Stanwood (the “EB5 Parties”). The Court having reviewed the  
7 pleadings on file herein, having heard oral argument by the parties, and for good cause appearing  
8 therefore,

9 **IT IS HEREBY ORDERED** that the EB5 Parties’ Motion is GRANTED.

10 The Court finds that, with the exception of EB5 Impact Advisors, LLC, the EB5 Parties’  
11 private, financial information is not relevant to Front Sight’s fraudulent misrepresentation and  
12 breach of contract claims. Therefore, the Court finds that Front Sight is not entitled to financial  
13 information from Las Vegas Development Fund, LLC, EB5 Impact Capital Regional Center, Robert  
14 W. Dziubla, Jon Fleming, or Linda Stanwood.

15 The Court does not, at this time, address whether Front Sight may seek additional  
16 information that relates to marketing fees paid by Front Sight to EB5 Impact Advisors, LLC, or  
17 whether all such information has been previously produced.

18 **IT IS SO ORDERED** this 9th day of July, 2020.

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21 HONORABLE TIMOTHY C. WILLIAMS  
22 DISTRICT COURT JUDGE CG  
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Respectfully submitted by:  
**BAILEY KENNEDY, LLP**  
  
*/s/ Andrea M. Champion*  
JOHN R. BAILEY  
Nevada Bar No. 0137  
JOSHUA M. DICKEY  
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CENTER LLC; EB5 IMPACT ADVISORS  
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FLEMING; and  
LINDA STANWOOD

Approved as to form and content:  
**ALDRICH LAW FIRM, LTD.**  
  
*/s/ John P. Aldrich*  
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*Attorneys for Plaintiff*  
FRONT SIGHT MANAGEMENT LLC

## Jennifer Kennedy

---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Sent:** Tuesday, July 7, 2020 5:00 PM  
**To:** Andrea Champion; 'Traci Bixenmann'  
**Cc:** Joshua Dickey; John Bailey; Jennifer Kennedy; Rebecca Crooker  
**Subject:** RE: Front Sight v. LVDF: Proposed Order on Motion for Protective Order

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Andi,

I do not have any changes to the proposed order. You may affix my e-signature. Thanks.

John P. Aldrich, Esq.  
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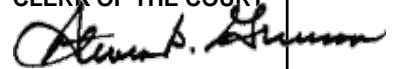
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**From:** John Aldrich [mailto:jaldrich@johnaldrichlawfirm.com]  
**Sent:** Tuesday, July 7, 2020 6:14 AM  
**To:** 'Andrea Champion'; 'Traci Bixenmann'  
**Cc:** 'Joshua Dickey'; 'John Bailey'; 'Jennifer Kennedy'; 'Rebecca Crooker'  
**Subject:** RE: Front Sight v. LVDF: Proposed Order on Motion for Protective Order

Good morning Andi,

I will get back to you on this today.

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10 EB5 IMPACT CAPITAL REGIONAL CENTER  
LLC; EB5 IMPACT ADVISORS LLC; ROBERT  
11 W. DZIUBLA; JON FLEMING; and  
LINDA STANWOOD

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13 DISTRICT COURT  
14 CLARK COUNTY, NEVADA

16 FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
17  
18 Plaintiff,  
19 vs.  
20 LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al,  
21 Defendants.

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

**ACCEPTANCE OF SERVICE ON  
BEHALF OF EFRAIN RENE  
MORALES-MORENO**

22  
23 AND ALL RELATED COUNTERCLAIMS.


24  
25 I, John P. Aldrich, on behalf of Efrain Rene Morales-Moreno, an individual, hereby  
26 acknowledge receipt of and accept service of the Summons and First Amended Counterclaim  
27 provided to me in connection with the above-captioned matter and waive the necessity for any other  
28 ///



1 service and agree that this Acceptance shall have the same force and effect as if the Summons and  
2 First Amended Counterclaim had been personally served on Efrain Rene Morales-Moreno.

3 DATED this 23 day of July, 2020.

4 **ALDRICH LAW FIRM, LTD.**

5  
6 By:   
7 JOHN P. ALDRICH  
8 CATHERINE HERNANDEZ  
9 7866 West Sahara Avenue  
10 Las Vegas, Nevada 89117

11 *Attorneys for Plaintiff/Counterdefendants*  
12 FRONT SIGHT MANAGEMENT, LLC;  
13 IGNATIUS A. PIAZZA II; JENNIFER  
14 PIAZZA; VNV DYNASTY TRUST I;  
15 VNV DYNASTY TRUST II; MICHAEL  
16 MEACHER; TOP RANK BUILDERS  
17 INC.; ALL AMERICAN CONCRETE &  
18 MASONRY INC.; AND MORALES  
19 CONSTRUCTION, INC.

20 Submitted by:  
21 BAILEY ♦ KENNEDY

22 By: /s/ Andrea M. Champion  
23 JOHN R. BAILEY  
24 JOSHUA M. DICKEY  
25 ANDREA M. CHAMPION

26 *Attorneys for Defendants*  
27 LAS VEGAS DEVELOPMENT FUND LLC; EB5  
28 IMPACT CAPITAL REGIONAL CENTER LLC;  
IMPACT ADVISORS LLC; ROBERT W.  
DZIUBLA; JON FLEMING; and  
LINDA STANWOOD

BAILEY ♦ KENNEDY  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

**CERTIFICATE OF SERVICE**

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I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 23<sup>rd</sup> day of July, 2020, service of the foregoing **ACCEPTANCE OF SERVICE ON BEHALF OF EFRAIN RENE MORALES-MORENO** was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JOHN P. ALDRICH  
CATHERINE HERNANDEZ  
**ALDRICH LAW FIRM, LTD.**  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117

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PIAZZA; VNV DYNASTY TRUST I;  
VNV DYNASTY TRUST II; MICHAEL  
MEACHER; TOP RANK BUILDERS  
INC.; ALL AMERICAN CONCRETE &  
MASONRY INC.; MORALES  
CONSTRUCTION, INC.; AND EFRAIN  
RENE MORALES-MORENO

/s/ Angelique Mattox  
Employee of BAILEY ❖ KENNEDY

**BAILEY ❖ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
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1 CCAN  
2 John P. Aldrich, Esq.  
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4 Catherine Hernandez, Esq.  
5 Nevada Bar No. 8410  
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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.

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

**COUNTERDEFENDANT**  
**JENNIFER PIAZZA’S ANSWER TO**  
**FIRST AMENDED**  
**COUNTERCLAIM**

16 AND ALL RELATED FIRST AMENDED  
17 COUNTERCLAIMS.

18 COMES NOW Counterdefendant JENNIFER PIAZZA (hereinafter “answering  
19 Counterdefendant”), by and through its attorneys of record, John P. Aldrich, Esq., Catherine  
20 Hernandez, Esq., and Jamie S. Hendrickson, Esq., of the Aldrich Law Firm, Ltd., and for its  
21 Answer to Defendants’ First Amended Counterclaim on file herein, denies, admits, and alleges  
22 as follows:

23 ///

1 **GENERAL DENIAL**

2 This answering Counterdefendant has made an effort to respond to each and every  
3 allegation. However, to the extent any allegation was overlooked or not responded to, this  
4 answering Counterdefendant denies said allegations.

5 **ANSWER TO FIRST AMENDED COUNTERCLAIM**

6 1. Answering Paragraph 1 of the First Amended Counterclaim, this answering  
7 Counterdefendant denies each and every allegation contained therein.

8 2. Answering Paragraph 2 of the First Amended Counterclaim, this answering  
9 Counterdefendant denies each and every allegation contained therein.

10 **I.**

11 **PARTIES**

12 3. Answering Paragraph 3 of the First Amended Counterclaim, this answering  
13 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
14 or falsity of the allegations contained therein and, therefore, denies the same.

15 4. Answering Paragraph 4 of the First Amended Counterclaim, this answering  
16 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
17 or falsity of the allegations contained therein and, therefore, denies the same.

18 5. Answering Paragraph 5 of the First Amended Counterclaim, this answering  
19 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
20 or falsity of the allegations contained therein and, therefore, denies the same.

21 6. Answering Paragraph 6 of the First Amended Counterclaim, this answering  
22 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
23 or falsity of the allegations contained therein and, therefore, denies the same.  
24

1           7.     Answering Paragraph 7 of the First Amended Counterclaim, this answering  
2 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
3 or falsity of the allegations contained therein and, therefore, denies the same.

4           8.     Answering Paragraph 8 of the First Amended Counterclaim, this answering  
5 Counterdefendant denies each and every allegation contained therein.

6           9.     Answering Paragraph 9 of the First Amended Counterclaim, this answering  
7 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
8 or falsity of the allegations contained therein and, therefore, denies the same.

9           10.    Answering Paragraph 10 of the First Amended Counterclaim, this answering  
10 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
11 or falsity of the allegations contained therein and, therefore, denies the same.

12          11.    Answering Paragraph 11 of the First Amended Counterclaim, this answering  
13 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
14 or falsity of the allegations contained therein and, therefore, denies the same.

15          12.    Answering Paragraph 12 of the First Amended Counterclaim, this answering  
16 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
17 or falsity of the allegations contained therein and, therefore, denies the same.

18          13.    Answering Paragraph 13 of the First Amended Counterclaim, this answering  
19 Counterdefendant states that she is without knowledge sufficient to form a belief as to the truth  
20 or falsity of the allegations contained therein and, therefore, denies the same.

21          14.    Answering Paragraph 14 of the First Amended Counterclaim, this answering  
22 Counterdefendant states that the allegations contained therein constitute conclusions of law and  
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1 thus require no answer; however, to the extent they contain allegations of fact, this answering  
2 Counterdefendant denies each and every allegation contained therein.

3 15. Answering Paragraph 15 of the First Amended Counterclaim, this answering  
4 Counterdefendant states that the allegations contained therein constitute conclusions of law and  
5 thus require no answer; however, to the extent they contain allegations of fact, this answering  
6 Counterdefendant denies each and every allegation contained therein.

7 16. Answering Paragraph 16 of the First Amended Counterclaim, this answering  
8 Counterdefendant denies each and every allegation contained therein.

9 **II.**

10 **GENERAL ALLEGATIONS**

11 17. Answering Paragraph 17 of the First Amended Counterclaim, this answering  
12 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
13 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
14 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
15 same.

16 18. Answering Paragraph 18 of the First Amended Counterclaim, this answering  
17 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
18 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
19 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
20 same.

21 19. Answering Paragraph 19 of the First Amended Counterclaim, this answering  
22 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
23 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
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1 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
2 same.

3         20. Answering Paragraph 20 of the First Amended Counterclaim, this answering  
4 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
5 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
6 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
7 same.

8         21. Answering Paragraph 21 of the First Amended Counterclaim, this answering  
9 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
10 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
11 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
12 same.

13         22. Answering Paragraph 22 of the First Amended Counterclaim, this answering  
14 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
15 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
16 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
17 same.

18         23. Answering Paragraph 23 of the First Amended Counterclaim, this answering  
19 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
20 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
21 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
22 same.

1           24.     Answering Paragraph 24 of the First Amended Counterclaim, this answering  
2 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
3 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
4 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
5 same.

6                           **BORROWER’S BREACHES AND DEFAULT UNDER THE CLA**

7     **A.     Breach Number 1: Improper Use of Loan Proceeds – CLA § 1.7(e)**

8           25.     Answering Paragraph 25 of the First Amended Counterclaim, this answering  
9 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
10 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
11 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
12 same.

13           26.     Answering Paragraph 26 of the First Amended Counterclaim, this answering  
14 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
15 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
16 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
17 same.

18           27.     Answering Paragraph 27 of the First Amended Counterclaim, this answering  
19 Counterdefendant denies each and every allegation contained therein.

20     **B.     Breach Number 2: Failure to Provide Government Approved Plans – CLA § 3.2(b)**

21           28.     Answering Paragraph 28 of the First Amended Counterclaim, this answering  
22 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
23 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
24



1 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
2 same.

3 **C. Breach Number 3: Failure to Timely Complete Construction – CLA § 5.1**

4 29. Answering Paragraph 29 of the First Amended Counterclaim, this answering  
5 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
6 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
7 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
8 same.

9 30. Answering Paragraph 30 of the First Amended Counterclaim, this answering  
10 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
11 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
12 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
13 same.

14 31. Answering Paragraph 31 of the First Amended Counterclaim, this answering  
15 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
16 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
17 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
18 same.

19 **D. Breach Number 4: Material Change of Costs, Scope or Timing of Work – CLA § 5.2**

20 32. Answering Paragraph 32 of the First Amended Counterclaim, this answering  
21 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
22 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
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1 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
2 same.

3 33. Answering Paragraph 33 of the First Amended Counterclaim, this answering  
4 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
5 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
6 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
7 same.

8 **E. Breach Number 5: Refusal to Comply Regarding Senior Debt – CLA §5.27**

9 34. Answering Paragraph 34 of the First Amended Counterclaim, this answering  
10 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
11 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
12 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
13 same.

14 **F. Breach Number 6: Failure to Provide Monthly Project Costs – CLA § 3.2(a)**

15 35. Answering Paragraph 35 of the First Amended Counterclaim, this answering  
16 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
17 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
18 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
19 same.

20 **G. Breach Number 7: Failure to Notify of Event of Default – CLA § 5.10**

21 36. Answering Paragraph 36 of the First Amended Counterclaim, this answering  
22 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
23 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
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1 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
2 same.

3 **H. Breach Number 8: Refusal to Allow Inspection of Records – CLA § 5.4**

4 37. Answering Paragraph 37 of the First Amended Counterclaim, this answering  
5 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
6 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
7 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
8 same.

9 38. Answering Paragraph 38 of the First Amended Counterclaim, this answering  
10 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
11 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
12 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
13 same.

14 39. Answering Paragraph 39 of the First Amended Counterclaim, this answering  
15 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
16 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
17 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
18 same.

19 40. Answering Paragraph 40 of the First Amended Counterclaim, this answering  
20 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
21 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
22 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
23 same.

1 **I. Breach Number 9: Refusal to Allow Inspection of the Project – CLA § 3.3**

2 41. Answering Paragraph 41 of the First Amended Counterclaim, this answering  
3 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
4 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
5 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
6 same.

7 42. Answering Paragraph 42 of the First Amended Counterclaim, this answering  
8 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
9 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
10 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
11 same.

12 43. Answering Paragraph 43 of the First Amended Counterclaim, this answering  
13 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
14 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
15 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
16 same.

17 **J. Breach Number 10: Failure to Provide EB-5 Information – CLA § 1.7(f)**

18 44. Answering Paragraph 44 of the First Amended Counterclaim, this answering  
19 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
20 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
21 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
22 same.

1           45.     Answering Paragraph 45 of the First Amended Counterclaim, this answering  
2 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
3 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
4 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
5 same.

6     **K.     Breach Number 12[sic]: Transferring Assets to Related Parties – CLA § 5.18**

7           46.     Answering Paragraph 46 of the First Amended Counterclaim, this answering  
8 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
9 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
10 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
11 same.

12           47.     Answering Paragraph 47 of the First Amended Counterclaim, this answering  
13 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
14 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
15 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
16 same.

17           48.     Answering Paragraph 48 of the First Amended Counterclaim, this answering  
18 Counterdefendant denies each and every allegation contained therein.

19           49.     Answering Paragraph 49 of the First Amended Counterclaim, this answering  
20 Counterdefendant denies each and every allegation contained therein.

21           50.     Answering Paragraph 50 of the First Amended Counterclaim, this answering  
22 Counterdefendant denies each and every allegation contained therein.

23     ///

1 **L. Breach Number 11: Non Payment of Default Interest – CLA § 1.2**

2 51. Answering Paragraph 51 of the First Amended Counterclaim, this answering  
3 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
4 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
5 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
6 same.

7 52. Answering Paragraph 52 of the First Amended Counterclaim, this answering  
8 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
9 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
10 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
11 same.

12 **M. Breach Number 12: Non Payment of Legal Fees – CLA § 8.2**

13 53. Answering Paragraph 53 of the First Amended Counterclaim, this answering  
14 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
15 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
16 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
17 same.

18 **N. Breach Number 13: Wrongfully Encumbering the Property**

19 54. Answering Paragraph 54 of the First Amended Counterclaim, this answering  
20 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
21 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
22 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
23 same.  
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1           55.     Answering Paragraph 55 of the First Amended Counterclaim, this answering  
2 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
3 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
4 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
5 same.

6           56.     Answering Paragraph 56 of the First Amended Counterclaim, this answering  
7 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
8 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
9 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
10 same.

11          57.     Answering Paragraph 57 of the First Amended Counterclaim, this answering  
12 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
13 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
14 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
15 same.

16                   **Material Misrepresentations Regarding the Morales Line of Credit**

17          58.     Answering Paragraph 58 of the First Amended Counterclaim, this answering  
18 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
19 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
20 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
21 same.

22          59.     Answering Paragraph 59 of the First Amended Counterclaim, this answering  
23 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
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1 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
2 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
3 same.

4         60. Answering Paragraph 60 of the First Amended Counterclaim, this answering  
5 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
6 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
7 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
8 same.

9         61. Answering Paragraph 61 of the First Amended Counterclaim, this answering  
10 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
11 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
12 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
13 same.

14         62. Answering Paragraph 62 of the First Amended Counterclaim, this answering  
15 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
16 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
17 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
18 same.

19         63. Answering Paragraph 63 of the First Amended Counterclaim, this answering  
20 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
21 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
22 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
23 same.





1 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
2 same.

3 **THIRD CAUSE OF ACTION**  
4 **(Intentional Interference with Contractual Relationships Against Ignatius Piazza, Jennifer  
Piazza, and VNV Trust Defendants)**

5 89. Answering Paragraph 89 of the First Amended Counterclaim, this answering  
6 Counterdefendant repeats and realleges, and incorporates herein by reference, each and every  
7 allegation contained in Paragraphs 1 through 88 of the First Amended Counterclaim as though  
8 fully set forth herein.

9 90. Answering Paragraph 90 of the First Amended Counterclaim, this answering  
10 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
11 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
12 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
13 same.

14 91. Answering Paragraph 91 of the First Amended Counterclaim, this answering  
15 Counterdefendant denies each and every allegation contained therein.

16 92. Answering Paragraph 92 of the First Amended Counterclaim, this answering  
17 Counterdefendant denies each and every allegation contained therein.

18 93. Answering Paragraph 93 of the First Amended Counterclaim, this answering  
19 Counterdefendant states that there are no allegations against her in this paragraph, and thus she  
20 need not answer these allegations, but nevertheless, she is without knowledge sufficient to form a  
21 belief as to the truth or falsity of the allegations contained therein and, therefore, denies the  
22 same.



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**FIFTH CAUSE OF ACTION**  
**(Civil Conspiracy Against all Counterdefendants)**

101. Answering Paragraph 101 of the First Amended Counterclaim, this answering Counterdefendant repeats and realleges, and incorporates herein by reference, each and every allegation contained in Paragraphs 1 through 100 of the First Amended Counterclaim as though fully set forth herein.

102. Answering Paragraph 102 of the First Amended Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

103. Answering Paragraph 103 of the First Amended Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

104. Answering Paragraph 104 of the First Amended Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

105. Answering Paragraph 105 of the First Amended Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

106. Answering Paragraph 106 of the First Amended Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

107. Answering Paragraph 107 of the First Amended Counterclaim, this answering Counterdefendant denies each and every allegation contained therein.

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**SIXTH CAUSE OF ACTION**  
**(Judicial Foreclosure Against Front Sight)**

108-116. Answering Paragraphs 108-116 of the First Amended Counterclaim, this answering Counterdefendant states that there are no allegations against her in these paragraphs, and thus she need not answer these allegations, but nevertheless, she is without knowledge

1 sufficient to form a belief as to the truth or falsity of the allegations contained therein and,  
2 therefore, denies the same.

3 **SEVENTH CAUSE OF ACTION**  
4 **(Waste Against Front Sight, Ignatius Piazza and the VNV Dynasty Trusts)**

5 117-124. Counterclaimant's Seventh Cause of Action has been dismissed against  
6 this answering Counterdefendant pursuant to this Court's Order filed September 13, 2019.

7 **AFFIRMATIVE DEFENSES**

8 This answering Counterdefendant asserts the following Affirmative Defenses to the First  
9 Amended Counterclaim, and the claims asserted therein, and this answering Counterdefendant  
10 specifically incorporates into its Affirmative Defenses its answers to the preceding paragraphs of  
11 the First Amended Counterclaim as if fully set forth herein.

12 **FIRST AFFIRMATIVE DEFENSE**

13 Counterclaimant's First Amended Counterclaim, and all of the claims for relief alleged  
14 therein, fails to state a claim against this answering Counterdefendant upon which relief can be  
15 granted.

16 **SECOND AFFIRMATIVE DEFENSE**

17 Counterclaimant's claims are barred, in whole or in part, by the doctrine of unclean  
18 hands.

19 **THIRD AFFIRMATIVE DEFENSE**

20 Counterclaimant's claims are barred, in whole or in part, by Counterclaimant's bad faith  
21 in bringing this action including, but not limited to, its wrongful conduct as set forth more fully  
22 in the Complaint on file in this action.

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1 **FOURTH AFFIRMATIVE DEFENSE**

2 Counterclaimant has not been damaged directly, indirectly, proximately or in any manner  
3 whatsoever by any conduct of this answering Counterdefendant.

4 **FIFTH AFFIRMATIVE DEFENSE**

5 This answering Counterdefendant is not in breach of any agreement with  
6 Counterclaimant, and, thus, is not in default under the terms of any agreement with  
7 Counterclaimant. If any party is in breach of any agreement, it is Counterclaimant for the  
8 reasons set forth more fully in the Complaint on file in this action.

9 **SIXTH AFFIRMATIVE DEFENSE**

10 Counterclaimant's claims are barred, in whole or in part, by doctrine of waiver.

11 **SEVENTH AFFIRMATIVE DEFENSE**

12 Counterclaimant's claims are barred, in whole or in part, by doctrines of promissory,  
13 equitable, and/or contractual estoppel.

14 **EIGHTH AFFIRMATIVE DEFENSE**

15 Counterclaimant's claims are barred, in whole or in part, on the ground that this  
16 answering Counterdefendant has fully complied with any and all agreements between the parties.

17 **NINTH AFFIRMATIVE DEFENSE**

18 Counterclaimant's claims are barred, in whole or in part, by the doctrine of laches and/or  
19 the applicable statute of limitations.

20 **TENTH AFFIRMATIVE DEFENSE**

21 To the extent any agreement exists between Counterclaimant and this answering  
22 Counterdefendant, Counterclaimant failed to perform its obligations under said agreements and  
23 breached its obligations there under.  
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**ELEVENTH AFFIRMATIVE DEFENSE**

The damages, if any, which Counterclaimant has suffered were caused, in whole or in part, by the acts or omissions of Counterclaimant or its agents and representatives, or were caused by the acts or omissions of a third party over whom this answering Counterdefendant has no control.

**TWELFTH AFFIRMATIVE DEFENSE**

Counterclaimant has failed to mitigate its damages.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Counterclaimant's claims are barred, in whole or in part, by Counterclaimant's own bad faith, fraudulent acts, omissions and misrepresentations, whether intentional, negligent, or constructive.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Counterclaimant's claims are barred, in whole or in part, as a result of its own conduct.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Counterclaimant is involved in conduct which, if carried to its fruition, would materially alter the parties understanding, thereby releasing this answering Counterdefendant from any obligation under any alleged agreement.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Counterclaimant's claims, to the extent they are asserted against this answering Counterdefendant, are barred, in whole or in part, by the fiduciary shield doctrine and, as a consequence thereof, this Court lacks jurisdiction over these individuals and any and all claims asserted in this action against them should be dismissed with prejudice.

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**SEVENTEENTH AFFIRMATIVE DEFENSE**

Counterclaimant, with full knowledge of all the facts connected with or relating to the transaction alleged in the First Amended Counterclaim, ratified and confirmed in all respects the acts of this answering Counterdefendant.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

The claims, and each of them, are barred, in whole or in part, by the failure of the Counterclaimant to plead those claims with particularity.

**NINETEENTH AFFIRMATIVE DEFENSE**

This answering Counterdefendant is not the alter-ego of the other or that of the Counterdefendants to this action and, as a consequence thereof, this Court lacks jurisdiction over said Counterdefendants. Consequently, to the extent any claim asserted in the First Amended Counterclaim is based upon Counterclaimant's alter-ego claim, any and all such claims should be dismissed with prejudice as to all, or any one, of this answering Counterdefendant.

**TWENTIETH AFFIRMATIVE DEFENSE**

Counterclaimant has failed to mitigate damages and is therefore barred from recovering alleged damages.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

The damages, if any, suffered by Counterclaimant were proximately caused or contributed to by Counterclaimant's own negligence, and such negligence was greater than the negligence, if any, of this answering Counterdefendant.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

This answering Counterdefendant alleges that it has performed each and every one of its obligations, if any, under the written agreement. Nevertheless, to the extent that this answering



1 Counterdefendant is found to have failed to perform any of its obligations under its agreement  
2 with Counterclaimant, this answering Counterdefendant is informed and believes that it has done  
3 so only because Counterclaimant prevented this answering Counterdefendant's performance by,  
4 among other things, making material misstatements and material omissions to this answering  
5 Counterdefendant, in violation of Counterclaimant's contractual agreement with this answering  
6 Counterdefendant.

7 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

8 This answering Counterdefendant did not commit any acts of oppression, fraud or malice,  
9 express or implied.

10 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

11 This answering Counterdefendant alleges on information and belief that it has performed  
12 each and every one of its obligations, if any, under its written agreement with Counterclaimant.  
13 Nevertheless, to the extent that this answering Counterdefendant is found to have failed to fulfill  
14 any of its obligations under the written agreement with Counterclaimant, this answering  
15 Counterdefendant is informed and believes that such obligations were impossible to perform at  
16 the time it was to have performed them because Counterclaimant made material misstatements  
17 and material omissions to this answering Counterdefendant that prevented it from performing its  
18 obligations under the written agreement.

19 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

20 This answering Counterdefendant alleges on information and belief that it has performed  
21 each and every one of its obligations, if any, under its written agreement with Counterclaimant.  
22 Nevertheless, to the extent that this answering Counterdefendant is found to have failed to fulfill  
23 its obligations under the written agreement, this answering Counterdefendant is informed and  
24

1 believes that Counterclaimant's material misstatements and material omissions have operated to  
2 excuse this answering Counterdefendant's performance under the Doctrine of Frustration of  
3 Purpose.

4 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

5 Counterclaimant failed to perform its obligations under the agreement at issue and  
6 breached his obligations thereunder, thereby discharging this answering Counterdefendant's  
7 obligations to perform.

8 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

9 It has been necessary for this answering Counterdefendant to retain the services of an  
10 attorney to defend this action and it is entitled to a reasonable sum as and for attorneys' fees.

11 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

12 Counterclaimant's claims are barred by Counterclaimant's own fraudulent acts, fraud,  
13 fraudulent inducements, constructive fraud, omissions and misrepresentations whether  
14 intentional, negligent, or constructive.

15 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

16 Counterclaimant's alter-ego claim is barred as the requisite unity of interest and  
17 ownership required by Nevada law is lacking.

18 **THIRTIETH AFFIRMATIVE DEFENSE**

19 Counterclaimant's civil conspiracy claim is barred as Nevada does not recognize  
20 conspiracy between a corporation and its agents since agents and employees of a corporation  
21 cannot conspire with the corporate principal where they act in their official capacities on behalf  
22 of the corporation.

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**THIRTY-FIRST AFFIRMATIVE DEFENSE**

Counterclaimant’s civil conspiracy claim is barred since there is no combination of two or more persons who, by some concerted action, intended to accomplish some unlawful objective for the purpose of harming another which resulted in damages to Counterclaimant.

**THIRTY-SECOND AFFIRMATIVE DEFENSE**

Counterclaimant’s concert of action is barred as Nevada does not recognize such a cause of action and, thus, this claim is not cognizable under any set of circumstances.

**THIRTY-THIRD AFFIRMATIVE DEFENSE**

This answering Counterdefendant is informed, believes, and thereon alleges that if any contract, obligations, or amendments, as alleged in Counterclaimant’s First Amended Counterclaim on file herein, have been entered into, any duty or performance of this answering Counterdefendant is excused by reason of failure of consideration, waiver, breach of condition precedent, breach by the Counterclaimant, impossibility of performance, material breach by the Counterclaimant, prevention by Counterclaimant, frustration of purpose, and/or acceptance by Counterclaimant.

**THIRTY-FOURTH AFFIRMATIVE DEFENSE**

The contract and/or contracts existing between the Counterclaimant and this answering Counterdefendant are unconscionable.

**THIRTY-FIFTH AFFIRMATIVE DEFENSE**

Counterclaimant’s material misstatements and material omissions require rescission of the contract(s), if any, between this answering Counterdefendant and Counterclaimant.

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**THIRTY-SIXTH AFFIRMATIVE DEFENSE**

At all times relevant to this action, this answering Counterdefendant has acted in good faith under the terms of any written agreement that may exist or have existed between either of this answering Counterdefendant and Counterclaimant.

**THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

Pursuant to Nevada Rules of Civil Procedure, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of this Answer and, therefore, this answering Counterdefendant reserves the right to amend this Answer to allege additional Affirmative Defenses if subsequent investigation warrants.

**THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

As applicable, this answering Counterdefendant asserts the affirmative defenses referenced in NRCP 8(c).

**PRAYER FOR RELIEF**

WHEREFORE, as to Counterclaimant’s First Amended Counterclaim, this answering Counterdefendant prays for judgment as follows:

- 1. That Counterclaimant takes nothing by way of its First Amended Counterclaim;
- 2. For costs of suit incurred herein;
- 3. For reasonable attorneys’ fees incurred herein; and

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1 4. For such other and further relief as the Court may deem just and proper.

2 Dated this 21<sup>st</sup> day of August, 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 Jamie S. Hendrickson, Esq.  
10 Nevada Bar No. 12770  
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 21<sup>st</sup> day of August, 2020, I caused the foregoing  
18 **COUNTERDEFENDANT JENNIFER PIAZZA'S ANSWER TO FIRST AMENDED**  
19 **FIRST AMENDED COUNTERCLAIM** to be electronically filed and served with the Clerk of  
20 the Court using Wiznet which will send notification of such filing to the email addresses denoted  
21 on the Electronic Mail Notice List, or by U.S. mail, postage prepaid, if not included on the  
22 Electronic Mail Notice List, to the following parties:

23 John R. Bailey, Esq.  
24 Joshua M. Dickey, Esq.  
Andrea M. Champion  
BAILEY KENNEDY  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants/Counterclaimant*

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



<b>Defendant</b>	<b>EB5 Impact Capital Regional Center LLC</b>	<b>John R Bailey</b> <i>Retained</i> 702-562-8820(W)
<b>Defendant</b>	<b>Fleming, Jon</b>	<b>John R Bailey</b> <i>Retained</i> 702-562-8820(W)
<b>Defendant</b>	<b>Las Vegas Development Fund LLC</b>	<b>John R Bailey</b> <i>Retained</i> 702-562-8820(W)
<b>Defendant</b>	<b>Stanwood, Linda</b>	<b>John R Bailey</b> <i>Retained</i> 702-562-8820(W)
<b>Plaintiff</b>	<b>Front Sight Management LLC</b>	<b>John P. Aldrich</b> <i>Retained</i> 702-863-5490(W)
<b>Trustee</b>	<b>Piazza, Ignatius</b>	<b>John P. Aldrich</b> <i>Retained</i> 702-863-5490(W)
<b>Trustee</b>	<b>Piazza, Jennifer</b>	<b>John P. Aldrich</b> <i>Retained</i> 702-863-5490(W)

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**EVENTS & ORDERS OF THE COURT**

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08/26/2020 **All Pending Motions** (10:00 AM) (Judicial Officer Williams, Timothy C.)

**Minutes**

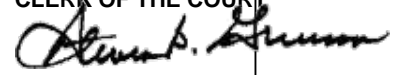
08/26/2020 10:00 AM

- All parties present telephonically. STATUS CHECK: PRODUCTION COMPLIANCE (FROM 6/24/20 MOTION FOR SANCTIONS) Mr. Aldrich advised they have complied and gap financials were provided yesterday. Ms. Champion advised annual report and expenditure still not provided especially for year 2019. Ms. Champion renewed her request for monetary sanctions, reserving right to file for attorney fees. Colloquy regarding whether or not prior documentation including 2017 letter, response to item 54 of fourth production request, and evidentiary hearing exhibits 47-49 constitute the report. Court stated will review the record and make determination as to whether there was compliance; decision by minute order forthcoming. STATUS CHECK: MEET AND CONFER/ANSWERS TO INTERROGATORIES (FROM 5/20/20 MOTION FOR SANCTIONS) Ms. Champion advised parties working through issues and making progress. Mr. Aldrich advised the representation is correct. Upon Court's inquiry as to whether or not further status check necessary, Ms. Champion advised parties would meet and confer first and then proceed with motion practice. STATUS CHECK: WRIT PETITION Ms. Champion advised matter pertains to her client's Motion for Clarification and a writ petition was to be filed by Mr. Aldrich respecting certain redaction. Further advised, this is the second status check and as of this morning a writ petition has not been filed. Mr. Aldrich advised writ is prepared with exception to exhibits. Mr. Aldrich requested Court hold decision pending. Further colloquy regarding concerns over delay with writ filing and issues encountered with the filing. Court directed Ms. Champion prepare and circulate an order regarding her Motion that includes the limited stay as far as the information in question is concerned until decision by appellate court. MOTION FOR ORDER TO SHOW CAUSE WHY MORALES CONSTRUCTION, INC., ALL AMERICAN CONCRETE AND MASONRY, INC., AND TOP RANK BUILDERS, INC. SHOULD NOT BE HELD IN CONTEMPT PURSUANT TO NRCP 45 AND NRS 220.010 Arguments by counsel. Court stated will review objections as well as responses 30 and 31; minute order decision forthcoming. STATUS CHECK: PRODUCTION OF GAAP FINANCIALS (FROM 5/15/20 ORDER GRANTING MOTION TO COMPEL) Upon Court's inquiry, Ms. Champion advised issues were addressed; Mr. Aldrich advised same.

[Parties Present](#)

[Return to Register of Actions](#)





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**NEO**  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
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Facsimile: (702) 227-1975  
*Attorneys for Plaintiff/Counterdefendants*

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

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
  
Plaintiff,  
  
vs.  
  
LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,  
  
Defendants.

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

**NOTICE OF ENTRY OF  
STIPULATION AND ORDER TO  
EXTEND DISCOVERY  
DEADLINES**

AND ALL RELATED COUNTERCLAIMS.

PLEASE TAKE NOTICE that a Stipulation and Order to Extend Discovery Deadlines  
was entered by the Court in the above-captioned action on the 1<sup>st</sup> day of September, 2020, a true

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1 and correct copy of which is attached hereto.

2 DATED this 2<sup>nd</sup> day of September, 2020.

3 **ALDRICH LAW FIRM, LTD.**

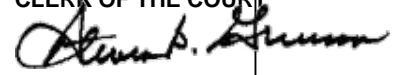
4 /s/ John P. Aldrich  
5 John P. Aldrich, Esq.  
6 Nevada Bar No. 6877  
7 Catherine Hernandez, Esq.  
8 Nevada Bar No. 8410  
9 Jamie S. Hendrickson, Esq.  
10 Nevada Bar No. 12770  
11 7866 West Sahara Avenue  
12 Las Vegas, Nevada 89117  
13 Telephone: (702) 853-5490  
14 Facsimile: (702) 227-1975  
15 *Attorneys for Plaintiff/Counterdefendants*

16 **CERTIFICATE OF SERVICE**

17 I HEREBY CERTIFY that on the 2<sup>nd</sup> day of September, 2020, I caused the foregoing  
18 **NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND DISCOVERY**  
19 **DEADLINES** to be electronically filed and served with the Clerk of the Court using Wiznet  
20 which will send notification of such filing to the email addresses denoted on the Electronic Mail  
21 Notice List, or by U.S. mail, postage prepaid, if not included on the Electronic Mail Notice List,  
22 to the following parties:

23 John R. Bailey, Esq.  
24 Joshua M. Dickey, Esq.  
Andrea M. Champion, Esq.  
BAILEY KENNEDY  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorney for Defendants*

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



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**SAO**  
John P. Aldrich, Esq.  
Nevada Bar No. 6877  
Catherine Hernandez, Esq.  
Nevada Bar No. 8410  
Jamie S. Hendrickson, Esq.  
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*Attorneys for Plaintiff/Counterdefendants*

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

FRONT SIGHT MANAGEMENT LLC, a  
Nevada Limited Liability Company,  
  
Plaintiff,  
  
vs.  
  
LAS VEGAS DEVELOPMENT FUND LLC, a  
Nevada Limited Liability Company; et al.,  
  
Defendants.  
  
\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

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

**STIPULATION AND ORDER TO  
EXTEND DISCOVERY DEADLINES**

Plaintiff and Counterdefendant FRONT SIGHT MANAGEMENT LLC (“Plaintiff” or “Front Sight”) and Counterdefendants IGNATIUS PIAZZA, JENNIFER PIAZZA, VNV DYNASTY TRUST I, VNV DYNASTY TRUST II, MICHAEL MEACHER, EFRAIN RENE MORALES, MORALES CONSTRUCTION, INC., ALL AMERICAN CONCRETE AND MASONRY, INC., and TOP RANK BUILDERS, INC. on the one hand (collectively the “Counterdefendants”), and Defendants and Counterclaimant LAS VEGAS DEVELOPMENT

1 FUND LLC (“LVD Fund”), EB5 IMPACT CAPITAL REGIONAL CENTER LLC, EB5  
2 IMPACT ADVISORS LLC, ROBERT W. DZIUBLA, JON FLEMING, and LINDA  
3 STANWOOD (collectively, the “EB5 Parties”) on the other hand, by and through their  
4 respective counsel, and hereby stipulate and agree to extend the discovery deadlines pursuant to  
5 the provisions of Rule 2.35 of the Eighth Judicial District Court Rules. This extension is not  
6 sought for the purpose of delay or for any other untoward purpose.

7 In compliance with EDCR 2.35(b), the parties advise the Court of the following:

8 **Discovery Completed to Date:**

- 9 1. Plaintiff has served the following NRCP 16.1 Early Case Conference List of  
10 Witnesses and Documents:
- 11 a. Initial Disclosures served on June 25, 2019;
  - 12 b. First Supplement to Initial Disclosures served on July 18, 2019;
  - 13 c. Second Supplement to Initial Disclosures served on July 29, 2019;
  - 14 d. Third Supplement to Initial Disclosures served on August 7, 2019;
  - 15 e. Fourth Supplement to Initial Disclosures served on October 22, 2019;
  - 16 f. Fifth Supplement to Initial Disclosures served on February 7, 2020;
  - 17 g. Sixth Supplement to Initial Disclosures served on March 27, 2020;
  - 18 h. Seventh Supplement to Initial Disclosures served on April 3, 2020;
  - 19 i. Eighth Supplement to Initial Disclosures served on April 7, 2020;
  - 20 j. Ninth Supplement to Initial Disclosures served on May 12, 2020;
  - 21 k. Tenth Supplement to Initial Disclosures served on May 18, 2020;
  - 22 l. Eleventh Supplement to Initial Disclosures served on June 19, 2020;
  - 23 m. Twelfth Supplement to Initial Disclosures served on June 19, 2020;
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- n. Thirteenth Supplement to Initial Disclosures served on July 13, 2020;
  - o. Fourteenth Supplement to Initial Disclosures served on July 14, 2020; and
  - p. Fifteenth Supplement to Initial Disclosures served on July 21, 2020.
2. To date, Plaintiff has produced approximately 20,183 pages of documents.
3. The EB5 Parties have served the following NRCP 16.1 Early Case Conference List of Witnesses and Documents:
- a. Initial Disclosures served on July 9, 2019;
  - b. First Supplement to Initial Disclosures served on August 19, 2019;
  - c. Third Supplement to Initial Disclosures served on January 10, 2020;
  - d. Fourth Supplement to Initial Disclosures served on February 4, 2020;
  - e. Fifth Supplement to Initial Disclosures served on May 13, 2020;
  - f. Sixth Supplement to Initial Disclosures served on May 18, 2020;
  - g. Seventh Supplement to Initial Disclosures served on July 30, 2020; and
  - h. Eighth Supplement to Initial Disclosures served on August 6, 2020.
4. To date, the EB5 Parties have produced approximately 30,338 pages of documents.
5. The parties have also engaged in extensive written discovery. The parties have propounded several sets of interrogatories and requests for production of documents to the opposing parties. The parties have responded to all discovery requests. As the Court is aware, there have been multiple discovery disputes, resulting in motions to compel on both sides of the case; however, the parties continue to work to resolve their discovery disputes. The parties reserve all rights with regard to discovery issues; nevertheless, the parties have not delayed in conducting discovery.
6. The parties have taken the following depositions:

- a. Deposition of Jay Carter taken on February 12, 2020;
- b. Deposition of David Keller taken on February 12, 2020;
- c. Deposition of Person Most Knowledgeable of Empyrean West, LLC taken on February 12, 2020; and
- d. Deposition of Rene Morales, Custodian of Record for Morales Construction, Inc., All American Concrete and Masonry, Inc., and Top Rank Builders, Inc. commenced on March 16, 2020 and was continued until the Morales Entities complied with LVD Fund's subpoena duces tecum.

7. The parties have issued several subpoenas to third parties. Those subpoenas have been the subject of several different motions to quash subpoenas, some of which the Court granted and some of which the Court denied.

8. On October 24, 2019, Front Sight served its Designation of Expert Witnesses and on April 3, 2020, Front served its First Supplement to Designation of Expert Witnesses.

9. On April 3, 2020, the EB5 Parties served their Designation of Expert Witnesses.

10. The parties previously agreed that they would be able to supplement and/or amend their initial expert disclosures by August 3, 2020, but as addressed below, have since stipulated that additional time is necessary.

**Remaining Discovery to be Completed:**

The parties believe that the following discovery remains to be completed:

1. Depositions of the parties and witnesses identified by the parties;
2. Additional written discovery, including resolution of the parties' discovery disputes;
3. Additional subpoenas *duces tecum* to third-parties;

- 1 4. Amended and/or supplemental initial expert disclosures;
- 2 5. Rebuttal expert disclosures;
- 3 6. Expert depositions; and
- 4 7. Other discovery as necessary.

5 **Reasons Why Remaining Discovery Not Completed:**

6 As addressed in the parties' last Stipulation and Order to Extend Discovery Deadlines, on  
7 April 16, 2020, Front Sight informed the EB5 Parties that in mid-March, in the midst of the  
8 growing COVID-19 pandemic and emergency orders, one of Front Sight's experts advised that  
9 he would no longer be able to act as an expert in the case. Front Sight informed the EB5 Parties  
10 that it had located another expert but that Front Sight's new expert would not be able to complete  
11 his report by April 20, 2020 (the parties' initial expert disclosure deadline once recalculated in  
12 light of Admin. Order 20-09). Although both parties have previously served a designation of  
13 expert witnesses, in light of recent events (including the COVID-19 pandemic and new counsel  
14 making an appearance to represent the EB5 Parties), the parties mutually agreed that the initial  
15 expert disclosure deadline should be rescheduled so that the parties were able to amend their  
16 initial expert disclosures and that discovery should be continued in light of the COVID-19  
17 pandemic.

18 Since the parties' last Stipulation and Order, on June 4, 2020, LVD Fund amended its  
19 Counterclaims, adding two additional claims for relief and adding five new parties to the  
20 litigation. Additionally, on June 30, 2020, the Court ordered a stay of all discovery deadlines to  
21 allow the EB5 Parties to supplement their responses to those Requests for Production of  
22 Documents which was previously the subject of motion practice before the Court. The Court  
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1 ordered that the stay run thirty (30) days from the entry of its order, which occurred on July 6,  
2 2020, but did not otherwise amend or change the discovery deadlines in this case.

3 The parties now make this stipulation in good faith in order to reset the discovery  
4 deadlines in light of the Court's July 6, 2020 Order and to complete the remaining discovery. At  
5 this time, the parties disagree whether a further extension of discovery will be needed in the  
6 future. Front Sight and the Counterdefendants contend that additional time beyond what is set  
7 forth in this stipulation is necessary, while the EB5 Parties disagree and believe an extension of  
8 sixty (60) days is sufficient. However, to ensure all parties agree that initial expert deadlines  
9 have not passed, the parties have agreed to execute this Stipulation, with Front Sight and the  
10 Counterdefendants reserving the right to file a motion for further extension of the discovery  
11 deadlines set forth in this stipulation (which Front Sight expects to do within a week).

12 **Proposed Schedule for Completing Remaining Discovery:**

13 The parties agree that the extension of the discovery deadlines is necessary to complete  
14 the parties' initial expert and rebuttal expert disclosures. Therefore, the parties request and  
15 stipulate that the Court continue the discovery deadlines permit the following proposed  
16 Discovery Scheduling Order:

<b><u>EVENT DEADLINE</u></b>	<b><u>CURRENT DATE</u></b>	<b><u>PROPOSED DATE</u></b>
Last day to complete discovery	October 1, 2020	<b>November 30, 2020</b>
Last day for initial expert disclosures and/or to amend pleadings or add parties	July 2, 2020	<b>October 4, 2020</b>
Last day for rebuttal expert disclosures	August 3, 2020	<b>November 4, 2020</b>
Last day to file dispositive motions	November 2, 2020	<b>January 1, 2021</b>

22 ///

23 ///



1 **Current Trial Date:**

2 The EB5 Parties maintain that this proposed extension of discovery deadlines by sixty  
3 (60) days from the expiration of the stay is not expected to impact the February 22, 2021 trial  
4 date. Front Sight and the Counterdefendants disagree; however, the parties agree that the trial  
5 date can be addressed as part of the forthcoming motion for extension of discovery deadlines  
6 that Plaintiff and the Counterdefendants will file.

7 This Stipulation is made in good faith and not for purposes of delay.

8 Dated this 31<sup>st</sup> day of August, 2020.

Dated this 31<sup>st</sup> day of August, 2020.

9 **ALDRICH LAW FIRM, LTD.**

**BAILEY KENNEDY**

10 /s/ John P. Aldrich  
11 John P. Aldrich, Esq.  
12 Nevada Bar No. 6877  
13 Catherine Hernandez, Esq.  
14 Nevada Bar No. 8410  
15 Jamie S. Hendrickson, Esq.  
Nevada Bar No. 12770  
7866 West Sahara Avenue  
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*Attorneys for Plaintiff/Counterdefendants*

/s/ Andrea M. Champion  
John R. Bailey, Esq.  
Nevada Bar No. 0137  
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Andrea M. Champion, Esq.  
Nevada Bar No. 13461  
8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
Tel: (702) 562-8820  
Fax: (702) 562-8821  
*Attorneys for Defendants/Counterclaimant*

16 ///

17 ///

18 ///

19 ///

20 ///

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23 ///

1 **ORDER**

2 Having reviewed and considered the above Stipulation by the parties, and good cause  
3 appearing therefore,

4 **IT IS HEREBY ORDERED** that the discovery deadlines will be extended as agreed to  
5 by the parties as follows:

6

<u>EVENT DEADLINE</u>	<u>CURRENT DATE</u>	<u>PROPOSED DATE</u>
Last day to complete discovery	October 1, 2020	November 30, 2020
Last day for initial expert disclosures and/or to amend pleadings or add parties	July 2, 2020	<del>October 4, 2020</del> October 5, 2020
Last day for rebuttal expert disclosures	August 3, 2020	November 4, 2020
Last day to file dispositive motions	November 2, 2020	<del>January 1, 2021</del> January 2, 2021

7  
8  
9  
10

11 **IT IS SO ORDERED.**

12 Dated this 1st day of <sup>September,</sup> ~~August,~~ 2020.

13  
14   
15 DISTRICT COURT JUDGE *LB*

16 Respectfully submitted by:

17 **ALDRICH LAW FIRM, LTD.**

18 /s/ John P. Aldrich  
19 John P. Aldrich, Esq.  
20 Nevada Bar No. 6877  
21 Catherine Hernandez, Esq.  
22 Nevada Bar No. 8410  
23 Jamie S. Hendrickson, Esq.  
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*Attorneys for Plaintiff/Counterdefendants*

## Traci Bixenmann

---

**From:** Andrea Champion <AChampion@baileykennedy.com>  
**Sent:** Monday, August 31, 2020 10:29 AM  
**To:** John Aldrich  
**Cc:** Traci Bixenmann; Jamie Hendrickson; Cathy Hernandez; John Bailey; Joshua Dickey; Rebecca Crooker; Angie Mattox  
**Subject:** RE: Front Sight -- discovery deadlines

Yes, once those changes are made, you may affix my e-signature.

Thanks.

**Andrea Champion**  
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---

**From:** John Aldrich <jaldrich@johnaldrichlawfirm.com>  
**Sent:** Monday, August 31, 2020 10:27 AM  
**To:** Andrea Champion <AChampion@baileykennedy.com>  
**Cc:** Traci Bixenmann <traci@johnaldrichlawfirm.com>; Jamie Hendrickson <jamie@johnaldrichlawfirm.com>; Cathy Hernandez <chernandez@johnaldrichlawfirm.com>; John Bailey <JBailey@baileykennedy.com>; Joshua Dickey <JDickey@baileykennedy.com>; Rebecca Crooker <RCrooker@baileykennedy.com>; Angie Mattox <AMattox@baileykennedy.com>  
**Subject:** RE: Front Sight -- discovery deadlines

Good morning Andi,

Thank you for your response. Just to be clear, because you gave authority to sign on your behalf, the redline showed two small changes. The first was on page 3, paragraph 5, it looks like you changed the language slightly to say we are resolving our "discovery disputes." The second was on page 4, section 6d, it looks like you changed "person most knowledgeable" to "custodian of records."

I am fine with both changes, I just wanted to point out that I found those two changes, just to be sure there wasn't a miscommunication. With your permission, we will accept those two changes and affix your e-signature. Please confirm that is acceptable.

Thanks again.

John P. Aldrich, Esq.  
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**From:** Andrea Champion <[AChampion@baileykennedy.com](mailto:AChampion@baileykennedy.com)>  
**Sent:** Monday, August 31, 2020 9:49 AM  
**To:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; Cathy Hernandez <[chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)>; John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; Joshua Dickey <[JDickey@baileykennedy.com](mailto:JDickey@baileykennedy.com)>; Rebecca Crooker <[RCrooker@baileykennedy.com](mailto:RCrooker@baileykennedy.com)>; Angie Mattox <[AMattox@baileykennedy.com](mailto:AMattox@baileykennedy.com)>  
**Subject:** RE: Front Sight -- discovery deadlines

Forgot the attachment. Here you go.

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**To:** 'John Aldrich' <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; Cathy Hernandez <[chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)>; John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; Joshua Dickey <[JDickey@baileykennedy.com](mailto:JDickey@baileykennedy.com)>; Rebecca Crooker <[RCrooker@baileykennedy.com](mailto:RCrooker@baileykennedy.com)>; Angie Mattox <[AMattox@baileykennedy.com](mailto:AMattox@baileykennedy.com)>  
**Subject:** RE: Front Sight -- discovery deadlines

John,

We have only one slight change. Otherwise, once our change is accepted, you may e-sign on my behalf.

Thanks,  
Andi

**Andrea Champion**  
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**From:** John Aldrich <[jaldrich@johnaldrichlawfirm.com](mailto:jaldrich@johnaldrichlawfirm.com)>  
**Sent:** Friday, August 28, 2020 2:32 PM  
**To:** Andrea Champion <[AChampion@baileykennedy.com](mailto:AChampion@baileykennedy.com)>  
**Cc:** Traci Bixenmann <[traci@johnaldrichlawfirm.com](mailto:traci@johnaldrichlawfirm.com)>; Jamie Hendrickson <[jamie@johnaldrichlawfirm.com](mailto:jamie@johnaldrichlawfirm.com)>; Cathy Hernandez <[chernandez@johnaldrichlawfirm.com](mailto:chernandez@johnaldrichlawfirm.com)>; John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; Joshua Dickey <[JDickey@baileykennedy.com](mailto:JDickey@baileykennedy.com)>; Rebecca Crooker <[RCrooker@baileykennedy.com](mailto:RCrooker@baileykennedy.com)>; Angie Mattox <[AMattox@baileykennedy.com](mailto:AMattox@baileykennedy.com)>  
**Subject:** RE: Front Sight -- discovery deadlines

Andi,

Here is the proposed stipulation to extend discovery deadlines. Because all the changes in the prior versions made it difficult to follow, I started over in a clean document. I tried to use as much language that we had agreed on previously as possible.

Please let me know your comments and/or suggested changes. Please feel free to call me on my cell if you want to discuss. Thank you.

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