IN THE SUPREME COURT OF THE STATE OF NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK; and THE HONORABLE TIMOTHY C. WILLIAMS, DISTRICT COURT JUDGE,

Respondents,

and

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

Real Parties in Interest.

No.: _____

Dist. Ct. Case No: A-18-781084-B

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PETITION FOR EXTRAORDINARY WRIT RELIEF

PETITIONER'S APPENDIX

VOLUME I

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

COMPLAINT

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

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

PARTIES

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

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

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

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

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

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

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

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

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

GENERAL ALLEGATIONS

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

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

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

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

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

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

> "I personally have been conversant with and involved in EB-5 financing since the program was first established in 1990, as one of my oldest friends and a fellow partner of mine at Baker & McKenzie, the world's largest law firm, ran the Firm's global immigration practice out of the Hong Kong office. During my career, I have spent much of my life living and working in China / Asia and have worked with many Chinese clients and institutions investing abroad. This experience has provided me with an expansive network of relationships throughout China for sourcing EB-5 investors; and this personal network is coupled with our collective relationships with the leading visa advisory firms operating in China.
>
> "In addition to the Chinese EB-5 funding, Empyrean West has been authorized by the Vietnamese government to act as the exclusive EB-5 firm in Vietnam and has been exempted from the $5,000 limit on international money transfers.
>
> "On a separate note, we also think the Front Sight project will be especially attractive to Chinese / Asian investors because it has "sizzle" since firearms are forbidden to our Chinese investors. Thus any who do invest will be able to tell all of their friends and family that they have invested into Front Sight and been granted a preferred membership that gives them the right to receive Front Sight training in handguns, shotguns, rifles, and machine guns anytime they want."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. In October of 2015, Defendant Dziubla alluded to a "minimum raise of $25 million" in multiple email correspondence related to Front Sight's negotiation of a construction loan agreement.

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

28. On January 4, 2016, in reply to Front Sight's query as to whether the "minimum raise of $25 million" would be achieved by February 8, as Defendant Dziubla had misrepresented, Defendant Dziubla wrote:

> "The minimum raise for the Front Sight project is $25m. At $500k per investor, that requires 50 investors only. Once we have the $25m in escrow and the loan documents have been signed (presumably within the next few days), then we will disburse 75% of that to you, i.e. $18.75m and retain the other 25% in escrow to cover any I-526 applications that are rejected by USCIS, which is quite unlikely given that we already have USCIS exemplar approval for the project. Hence, we will not need to have 63 investors in escrow, just 50. Please refer to my email of October 20 to you detailing the funds disbursement process.
>
> "With regard to timing, based on discussions with our agents over the past few days, including today, it looks like we may have 5 – 10 investors into escrow by February 8, with an additional 20 – 30 in the pipeline. The Chinese New year

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52. Despite Defendants' failure to abide by its obligations and continued bad faith conduct, Front Sight has provided written evidence to refute all of Defendants' alleged Notices of Default. Nevertheless, Defendants frivolously filed a Notice of Breach and Default and of Election to Sell Under Deed of Trust in an attempt to extort unwarranted default interest and attorney fees from Front Sight, and in doing so slandered Front Sight's title and caused damage to Front Sight's reputation and image with its students, members, staff, vendors and the general public.

FIRST CAUSE OF ACTION
(Fraud/Intentional Misrepresentation)

53. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 52 of this Complaint as though set forth fully herein at length.

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

55. Those misrepresentations are specifically set forth in paragraphs 9 through 51 above.

56. Defendants' false statements were material.

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

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

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

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

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

SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty)

62. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 61 of this Complaint as though set forth fully herein at length.

63. As set forth above, Defendants owed a fiduciary duty to Plaintiff Front Sight and Plaintiff had a right to place its trust and confidence in the fidelity of Defendants.

64. By their conduct, as described above, Defendants have breached their duty to Plaintiff.

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

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

THIRD CAUSE OF ACTION
(Conversion)

67. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 66 of this Complaint as though set forth fully herein at length.

68. Through Defendants' conduct described above, Defendants obtained Plaintiff's property and have wrongfully asserted dominion over Plaintiff's property; to wit: spending Plaintiff's money advances for purposes other than that for which it was intended.

69. Defendants' wrongful conduct was in denial of, inconsistent with, and in defiance of Plaintiff's rights and title to its money and/or property.

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

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FOURTH CAUSE OF ACTION
(Receivership)

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

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

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

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

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

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

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FIFTH CAUSE OF ACTION
(Accounting)

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

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

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

80. Plaintiff demands that Defendants account for each and every dollar taken and used by Defendants'

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

SIXTH CAUSE OF ACTION
(Civil Conspiracy)

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

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

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

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

SEVENTH CAUSE OF ACTION
(Constructive Trust)

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

87. As set forth above, a confidential relationship exists between Plaintiff and Defendants.

88. The Court should impose a constructive trust over the money and/or property provided by Plaintiff to Defendants for alleged marketing purposes, because the retention of that money or property by Defendants against Plaintiff's interest would be inequitable, and a constructive trust is essential to the effectuation of justice.

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

EIGHTH CAUSE OF ACTION
(RICO – NRS 207.470)

90. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 89 of this Complaint as though set forth fully herein at length.

91. Defendants, by their conduct, have committed a predicate racketeering act as defined by NRS 207.400.

92. As a direct and proximate result of Defendants' actions, Plaintiff has been injured in its business and property.

93. Plaintiff has acted lawfully and in good faith, and did not take part in Defendants' unlawful racketeering activity.

94. Pursuant to NRS 207.400, Plaintiff is entitled to damages from Defendants for three times actual damages sustained.

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

NINTH CAUSE OF ACTION
(Breach of Contract)

96. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 95 of this Complaint as though set forth fully herein at length.

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

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

99. Defendants have breached the contracts as set forth above.

100. Plaintiff Front Sight has sustained damages in the tens of millions of dollars, an amount well in excess of fifteen thousand dollars ($15,000.00) jurisdictional limit, as a direct result of Defendants' breach.

101. Further, because the party to a contract who commits the first breach of a contract cannot maintain an action against the other for a subsequent failure to perform, Defendants are not entitled to attempt to enforce the agreements against Plaintiff or to allege bogus defaults.

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

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TENTH CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith and Fair Dealing)

103. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 102 of this Complaint as though set forth fully herein at length.

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

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

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

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

108. Plaintiff's justified expectations were thus denied.

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

ELEVENTH CAUSE OF ACTION
(Intentional Interference with Contractual Relationships)

110. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 109 of this Complaint as though set forth fully herein at length.

111. The purpose of the agreements between Plaintiff and Defendants was to allow Plaintiff to obtain financing and finish the project. To do so, Plaintiff entered into a contract with a builder.

112. Defendants were aware of the purpose of their contracts with Plaintiff, and Defendants were aware of Plaintiff's relationship with the contractor to build the project.

113. As set forth above, Defendants have committed intentional acts intended to disrupt the contractual relationship and thwart the success of the project.

114. Defendants conduct has resulted in disruption of the contract.

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

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

TWELFTH CAUSE OF ACTION
(Intentional Interference with Prospective Economic Advantage)

117. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 116 of this Complaint as though set forth fully herein at length.

118. A prospective contractual relationship exists or existed between Plaintiff and a third party; i.e, the contractor for the project.

119. Defendants knew of this prospective relationship.

120. Defendants intended to harm Plaintiff by preventing this relationship.

121. Defendants had no privilege or justification for their conduct.

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

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

THIRTEENTH CAUSE OF ACTION
(Unjust Enrichment)

124. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 123 of this Complaint as though fully set forth herein at length.

125. Defendants utilized Plaintiff Front Sight's money and/or property against fundamental principles of justice or equity and good conscience, all to the unjust benefit of Defendants.

126. Defendants accepted, used and enjoyed the benefits of Plaintiff's services.

127. Defendants knew or should have known that Plaintiff expected that the Defendants' use of Plaintiff's money would require commensurate benefit to Plaintiff.

128. Plaintiff has repeatedly demanded that Defendants justify the use of Plaintiff's money and/or property. Defendants have failed and refused, and continue to fail and refuse, to account for or return Plaintiff's money and/or property, to Plaintiff's detriment.

129. Defendants have been unjustly enriched to Plaintiff's detriment.

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

FOURTEENTH CAUSE OF ACTION
(Negligent Misrepresentation)

131. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 130 of this Complaint as though set forth fully herein at length.

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

133. Those misrepresentations are specifically set forth in paragraphs 9 through 51 above.

134. Defendants' negligent misstatements were material.

135. Defendants made these misstatements with the intent of inducing Plaintiff to enter into the contracts with Defendants.

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

137. As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiff Front Sight has sustained damages in the tens of millions of dollars, an amount well in excess of fifteen thousand dollars ($15,000.00) jurisdictional limit, as a direct result of Defendants' breach.

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

FIFTEENTH CAUSE OF ACTION
(Negligence)

139. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 138 of this Complaint as though set forth fully herein at length.

140. Defendants owed a duty of care to Plaintiff.

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

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

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

SIXTEENTH CAUSE OF ACTION
(Injunctive Relief)

144. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 143 of this Complaint as though set forth fully herein at length.

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

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

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

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

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

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/ / /

SEVENTEENTH CAUSE OF ACTION
(Declaratory Relief)

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

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

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

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

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

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

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

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PRAYER FOR JUDGMENT

WHEREFORE, Plaintiff prays for Judgment as follows:

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

(b) For appointment of a receiver;

(c) For injunctive relief as set forth herein;

(d) For declaratory relief as set forth herein;

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

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

DATED this 14th day of September, 2018.

ALDRICH LAW FIRM, LTD.

/s/ John P. Aldrich
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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

AMENDED COMPLAINT

Case Number: A-18-781084-B

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

PARTIES

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

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

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

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

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

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

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

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

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

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

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

GENERAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. In October of 2015, Defendant Dziubla alluded to a "minimum raise of $25 million" in multiple email correspondence related to Front Sight's negotiation of a construction loan agreement.

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

30. On January 4, 2016, in reply to Front Sight's query as to whether the "minimum raise of $25 million" would be achieved by February 8, as Defendant Dziubla had misrepresented, Defendant Dziubla wrote:

> "The minimum raise for the Front Sight project is $25m. At $500k per investor, that requires 50 investors only. Once we have the $25m in escrow and the loan documents have been signed (presumably within the next few days), then we will disburse 75% of that to you, i.e. $18.75m and retain the other 25% in escrow to cover any I-526 applications that are rejected by USCIS, which is quite unlikely given that we already have USCIS exemplar approval for the project. Hence, we will not need to have 63 investors in escrow, just 50. Please refer to my email of October 20 to you detailing the funds disbursement process.
>
> "With regard to timing, based on discussions with our agents over the past few days, including today, it looks like we may have 5 – 10 investors into escrow by February 8, with an additional 20 – 30 in the pipeline. The Chinese New year commences on February 8, so the market will essentially shut down for about two weeks, and then the investors will gradually return to work. The agents are saying that investors who have not already decided on the project by February 8 will contemplate it over the Chinese New Year and discuss it with their family, as it entails the fundamental life change of leaving their homeland and moving to the USA. We are pushing our agents hard to have 50 investors into escrow by February 29. Once we have the 50 investors into escrow with the Minimum Raise achieved, we will disburse the initial $18.75m to you and then continue with the fundraising, which is likely to accelerate since it has a snowball type of effect. As the funds continue to come into escrow, we will continually disburse them to you. (See the Oct. 20 email.) Given that the current EB-5 legislation expires on September 30, 2016, at which time the minimum investment amount will most likely increase to $800k, we highly anticipate that we will have raised the full $75m by then."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION
(Fraud/Intentional Misrepresentation)

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

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

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

58. Defendants' false statements were material.

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

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

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

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

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

SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty)

64. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 63 of this Complaint as though set forth fully herein at length.

65. As set forth above, Defendants owed a fiduciary duty to Plaintiff Front Sight and Plaintiff had a right to place its trust and confidence in the fidelity of Defendants.

66. By their conduct, as described above, Defendants have breached their duty to Plaintiff.

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

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

THIRD CAUSE OF ACTION
(Conversion)

69. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 68 of this Complaint as though set forth fully herein at length.

70. Through Defendants' conduct described above, Defendants obtained Plaintiff's property and have wrongfully asserted dominion over Plaintiff's property; to wit: spending Plaintiff's money advances for purposes other than that for which it was intended.

71. Defendants' wrongful conduct was in denial of, inconsistent with, and in defiance of Plaintiff's rights and title to its money and/or property.

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

FOURTH CAUSE OF ACTION
(Receivership)

73. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 72 of this Complaint as though set forth fully herein at length.

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

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

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

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

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

FIFTH CAUSE OF ACTION
(Accounting)

79. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 78 of this Complaint as though set forth fully herein at length.

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

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

82. Plaintiff demands that Defendants account for each and every dollar taken and used by Defendants'

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

SIXTH CAUSE OF ACTION
(Civil Conspiracy)

84. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 83 of this Complaint as though set forth fully herein at length.

85. Defendants acted together to accomplish their unlawful objective for the purpose of harming Plaintiff.

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

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

SEVENTH CAUSE OF ACTION
(Constructive Trust)

88. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 87 of this Complaint as though set forth fully herein at length.

89. As set forth above, a confidential relationship exists between Plaintiff and Defendants.

90. The Court should impose a constructive trust over the money and/or property provided by Plaintiff to Defendants for alleged marketing purposes, because the retention of that money or property by Defendants against Plaintiff's interest would be inequitable, and a constructive trust is essential to the effectuation of justice.

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

EIGHTH CAUSE OF ACTION
(RICO – NRS 207.470)

92. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 91 of this Complaint as though set forth fully herein at length.

93. Defendants, by their conduct, have committed a predicate racketeering act as defined by NRS 207.400.

94. As a direct and proximate result of Defendants' actions, Plaintiff has been injured in its business and property.

95. Plaintiff has acted lawfully and in good faith, and did not take part in Defendants' unlawful racketeering activity.

96. Pursuant to NRS 207.400, Plaintiff is entitled to damages from Defendants for three times actual damages sustained.

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

NINTH CAUSE OF ACTION
(Breach of Contract)

98. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 97 of this Complaint as though set forth fully herein at length.

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

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

101. Defendants have breached the contracts as set forth above.

102. Plaintiff Front Sight has sustained damages in the tens of millions of dollars, an amount well in excess of fifteen thousand dollars ($15,000.00) jurisdictional limit, as a direct result of Defendants' breach.

103. Further, because the party to a contract who commits the first breach of a contract cannot maintain an action against the other for a subsequent failure to perform, Defendants are not entitled to attempt to enforce the agreements against Plaintiff or to allege bogus defaults.

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

TENTH CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith and Fair Dealing)

105. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 104 of this Complaint as though set forth fully herein at length.

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

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

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

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

110. Plaintiff's justified expectations were thus denied.

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

ELEVENTH CAUSE OF ACTION
(Intentional Interference with Contractual Relationships)

112. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 111 of this Complaint as though set forth fully herein at length.

113. The purpose of the agreements between Plaintiff and Defendants was to allow Plaintiff to obtain financing and finish the project. To do so, Plaintiff entered into a contract with a builder.

114. Defendants were aware of the purpose of their contracts with Plaintiff, and Defendants were aware of Plaintiff's relationship with the contractor to build the project.

115. As set forth above, Defendants have committed intentional acts intended to disrupt the contractual relationship and thwart the success of the project.

116. Defendants conduct has resulted in disruption of the contract.

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

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

TWELFTH CAUSE OF ACTION
(Intentional Interference with Prospective Economic Advantage)

119. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 118 of this Complaint as though set forth fully herein at length.

120. A prospective contractual relationship exists or existed between Plaintiff and a third party; i.e, the contractor for the project.

121. Defendants knew of this prospective relationship.

122. Defendants intended to harm Plaintiff by preventing this relationship.

123. Defendants had no privilege or justification for their conduct.

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

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

THIRTEENTH CAUSE OF ACTION
(Unjust Enrichment)

126. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 125 of this Complaint as though fully set forth herein at length.

127. Defendants utilized Plaintiff Front Sight's money and/or property against fundamental principles of justice or equity and good conscience, all to the unjust benefit of Defendants.

128. Defendants accepted, used and enjoyed the benefits of Plaintiff's services.

129. Defendants knew or should have known that Plaintiff expected that the Defendants' use of Plaintiff's money would require commensurate benefit to Plaintiff.

130. Plaintiff has repeatedly demanded that Defendants justify the use of Plaintiff's money and/or property. Defendants have failed and refused, and continue to fail and refuse, to account for or return Plaintiff's money and/or property, to Plaintiff's detriment.

131. Defendants have been unjustly enriched to Plaintiff's detriment.

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

FOURTEENTH CAUSE OF ACTION
(Negligent Misrepresentation)

133. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 132 of this Complaint as though set forth fully herein at length.

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

135. Those misrepresentations are specifically set forth in paragraphs 9 through 51 above.

136. Defendants' negligent misstatements were material.

137. Defendants made these misstatements with the intent of inducing Plaintiff to enter into the contracts with Defendants.

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

139. As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiff Front Sight has sustained damages in the tens of millions of dollars, an amount well in excess of fifteen thousand dollars ($15,000.00) jurisdictional limit, as a direct result of Defendants' breach.

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

FIFTEENTH CAUSE OF ACTION
(Negligence)

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

142. Defendants owed a duty of care to Plaintiff.

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

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

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

SIXTEENTH CAUSE OF ACTION
(Injunctive Relief)

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

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

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

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

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

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

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

SEVENTEENTH CAUSE OF ACTION
(Declaratory Relief)

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

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

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

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

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

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

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

EIGHTEENTH CAUSE OF ACTION
(Wrongful Foreclosure)

159. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 158 of this Complaint as though set forth fully herein at length.

160. Plaintiff has a good faith reasonable belief that Defendants allege a secured interest in 12501 S. Hafen Ranch Road Pahrump, Nevada and 7100 E. Front Sight Blvd. Pahrump, Nevada ("the Property") adverse to Plaintiff and have instituted, or caused to be instituted, foreclosure proceedings against the Property.

161. On or about September 11, 2018, Defendants instituted foreclosure proceedings on the Property and recorded a Notice of Default and Election to Sell Under Deed of Trust. The Notice was recorded with the Nye County Recorder, Instrument number 899115.

162. Defendants purportedly obtained the right to foreclose based on gross misrepresentations as set forth in the allegations above.

163. Plaintiff was not in default under any loan obligations to Defendants at the time the Notice of Default and Election to Sell Under Deed of Trust was recorded and therefore, Defendants have no authority to foreclose on the Property, and the Notice of Default should be stricken.

164. Because Plaintiff was not in default at the time the Notice of Default and Election to Sell Under Deed of Trust was recorded, Chicago Title Company, as agent for Defendants, does not have authority to foreclose on the Property on behalf of Defendants.

165. It has been necessary for Plaintiff to retain the services of an attorney to prosecute this action and is entitled to reasonable attorneys' fees and costs of suit incurred herein.

PRAYER FOR JUDGMENT

WHEREFORE, Plaintiff prays for Judgment as follows:

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

(b) For appointment of a receiver;

(c) For injunctive relief as set forth herein;

(d) For declaratory relief as set forth herein;

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

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

DATED this 4th day of October, 2018.

ALDRICH LAW FIRM, LTD.

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

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10/17/2018 3:09 PM
Steven D. Grierson
CLERK OF THE COURT

AFFIDAVIT OF SERVICE

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

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

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

Client File# 921-001

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

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

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

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

Date: 10-15-2018

Debra Sousa
Registered Work Card# 3088
State of California

(No Notary Per NRS 53.045)

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

Order #:NV151846
Their File 921-001

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CLERK OF THE COURT

AFFIDAVIT OF SERVICE

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

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

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

Client File# 921-001

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

That on 10/8/2018 at 7:36 PM at 1209 Sierra Linda Drive, Escondido, CA 92025-7625 I served Linda Stanwood, individually and as Senior Vice President of Las Vegas Development Fund LLC and EB5 Impact Advisors LLC with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with Linda Stanwood.

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

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

Date: 10-15-2018

Debra Sousa
Registered Work Card# 3088
State of California

(No Notary Per NRS 53.045)

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

Order #:NV151849
Their File 921-001

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CLERK OF THE COURT

AFFIDAVIT OF SERVICE

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

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

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

Client File# 921-001

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

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

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

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

Date: 10-15-2018

Debra Sousa
Registered Work Card# 3088
State of California

(No Notary Per NRS 53.045)

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

Order #:NV151874
Their File 921-001

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10/18/2018 2:30 PM
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AFFIDAVIT OF SERVICE

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

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

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

Client File# 921-001

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

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

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

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

Date: October 15, 2018

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

(No Notary Per NRS 53.045)

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

Order #:NV151841
Their File 921-001

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

Dept no. XVI

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff(s)

v.

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

Defendant(s)

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

Client File# 921-001

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

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

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

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

Date: October 15, 2018

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

(No Notary Per NRS 53.045)

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

Order #:NV151839
Their File 921-001

Electronically Filed
10/22/2018 3:03 PM
Steven D. Grierson
CLERK OF THE COURT

AFFIDAVIT OF SERVICE

CLARK COUNTY DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

Front Sight Management LLC

Plaintiff(s)

v.

Las Vegas Development Fund LLC, et al.

Defendant(s)

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

Client File# 921-001

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

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

That the description of the person actually served is as follows:
Gender: Female, Race: Hispanic, Age: 26 - 30, Height: 5'6 - 6'0, Weight: 120-140 Lbs, Hair: Black, Eyes:Brown

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

Date: 10-16-18

Dion Jones
Registered Work Card# 2013128925
State of California

(No Notary Per NRS 53.045)

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

Order #:NV151873
Their File 921-001

Electronically Filed
11/13/2018 10:59 AM
Steven D. Grierson
CLERK OF THE COURT

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

RENEWED MOTION FOR AN ACCOUNTING RELATED TO DEFENDANTS LAS VEGAS DEVELOPMENT FUND LLC AND ROBERT DZIUBLA AND FOR RELEASE OF FUNDS, MOTION FOR ORDER SHORTENING TIME, AND ORDER SHORTENING TIME

DEPARTMENT XVI
NOTICE OF HEARING
DATE 12/5/18 TIME 9:30
APPROVED BY ct

NOV 07 2018

Case Number: A-18-781084-B

Plaintiff FRONT SIGHT MANAGEMENT LLC ("Plaintiff"), by and through undersigned counsel, hereby submits this Renewed Motion requiring an accounting from Defendants LAS VEGAS DEVELOPMENT FUND LLC and ROBERT DZIUBLA of all funds (interest payments and marketing fees) provided by Plaintiff in furtherance of the project at issue in this case.

This Renewed Motion is based on the papers on file herein, the Amended Complaint, and the Memorandum of Points and Authorities, the exhibits attached hereto, and the separately-filed Declaration of Dr. Ignatius Piazza, together with any evidence or argument presented to the Court at the hearing of this matter.

DATED this 7th day of November, 2018.

ALDRICH LAW FIRM, LTD.

John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
7866 West Sahara Avenue
Las Vegas, NV 89117
Tel (702) 853-5490
Fax (702) 226-1975
Attorneys for Plaintiff

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

State of Nevada)
) ss
County of Clark)

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

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

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

3. The following facts set forth below are upon information and belief. I make this Declaration based on my personal knowledge of the facts and matters of this action, and to establish good cause justifying a shortening of time for the hearing on Plaintiff's Renewed Motion for an Accounting Related to Defendant Las Vegas Development Fund LLC.

4. As the Court is aware, a hearing was held on Wednesday, October 31, 2018 on the following motions: (1) Plaintiff's Petition for Appointment of Receiver and for an Accounting; (2) Plaintiff's Motion for Protective Order; and (3) Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction. At that hearing, as well as in the pleadings filed by Defendants related to Plaintiff's Motion, Defendants took the position that Las Vegas Development Fund LLC is a simple lender in the traditional sense.

5. At the hearing, I argued that Las Vegas Development Fund LLC is not a simple lender, but an entity commonly owned by Mr. Dziubla that acted in multiple capacities, including the entity raising money to be loaned, which is similar to a broker. Plaintiff has set forth that Las Vegas Development Fund LLC was and is closely related to Defendant EB5IA and the other Defendants, and that the relationship between Defendants and Plaintiff resulted in a confidential relationship under Nevada law. Ultimately, this Court agreed and granted the Motion for an Accounting as it relates to EB5IA and any funds that entity received for purposes of marketing. This Court also granted the Motion for Temporary Restraining Order in part and expunged the Notice of Default filed by Defendants in Nye County.

6. I have since learned that EB5IA is not the only entity to have received marketing funds from Plaintiff. I learned that despite its assertions otherwise, Las Vegas Development Fund LLC has also accepted money from Plaintiff that was earmarked for marketing costs and

services. Evidence of such is attached hereto as **Exhibit 1**. It appears that marketing funds and interest payments have been commingled several times.

7. Defendants' prior characterization as Defendant Las Vegas Development Fund LLC as being a simple lender causes Plaintiff great concern. As shown, Plaintiff has provided hundreds of thousands of dollars to Defendants for marketing services. Plaintiff needs an accounting of all interest payments and marketing fees from Defendants Las Vegas Development Fund LLC and Dziubla prior to the evidentiary hearing set for December 13, 2018.

8. As the Court is aware, there is already a hearing set for November 13, 2018 on Defendants' Motion to Associate Keith Greer as counsel of record. Plaintiff respectfully requests that the Court grant this request for order shortening time and that this Motion be heard on November 13, 2018 at the same time as Defendants' Motion to Associate Counsel. This matter is urgent, particularly in light of Defendants' continued position that Defendant Las Vegas Development Fund LLC is a simple lender and its continued refusal to release funds (the $36,000 plus $1,000,000 Mr. Dziubla has represented he is holding) that Las Vegas Development Fund LLC should have released long ago. If this Motion is granted, Defendant Las Vegas Development Fund LLC would have ample time to provide the accounting to Plaintiff at the same time as Defendant EB5IA provides its accounting. These accountings are necessary for the evidentiary hearing on December 13, 2018.

9. Additionally, Plaintiff renews its motion for mandatory injunctive relief that requires Defendants to release the funds it is holding, namely the $36,000 refund pursuant to the Construction Loan Agreement and the $1,000,000 (less any standard holdbacks) (Plaintiff previously asked for $375,000) Defendants are required to release under the Construction Loan Agreement. Defendants have refused to do so because they alleged Plaintiff is in default, but the

Notice of Default has been expunged and Defendants must provide the funds so that Plaintiff can continue working on the project. Plaintiff suffers continuing hardship each day that passes and it does not have the funds Defendants agreed to provide. Consequently, this renewed motion must be heard on an order shortening time as well.

10. I respectfully request that, pursuant to EDCR 2.26, this Court grant Plaintiff's Order Shortening Time and set the Motion on shortened time on November 13, 2018.

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

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

DATED this 7th day of November, 2018.

John P. Aldrich, Esq.

Subscribed & sworn to before me
this 7th day of November, 2018.

NOTARY PUBLIC

TRACI A BIXENMANN
Notary Public, State of Nevada
Appointment No. 05-94569-1
My Appt. Expires Dec 22, 2020

ORDER SHORTENING TIME

Good cause appearing therefore,

IT IS HEREBY ORDERED that the time for the hearing on Plaintiff's Renewed Motion for an Accounting Related to Defendant Las Vegas Development Fund LLC in the above-entitled matter be shortened, and the same will be heard on the 5 day of ~~November~~ December, 2018, at the hour of 9:30 a.m. in Dept. 16 of the Eighth Judicial District Court.

DATED this 6th day of November, 2018.

DISTRICT COURT JUDGE

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

Plaintiff has provided an extensive Statement of Facts in the Amended Complaint, the original Motion for Appointment of Receiver, and the Declaration of Dr. Ignatius Piazza. Plaintiff's counsel also provided an extensive recitation of facts at the hearing on Wednesday, October 31, 2018. Because that is already before the Court, and this is a renewal of the Motion based on new information, Plaintiff will not re-hash all of those facts here. However, Plaintiff incorporates the facts already asserted in the original Motion for Accounting, in the Amended Complaint, the Declaration of Dr. Ignatius Piazza, and at the hearing on October 31, 2018. Plaintiff also adds the following facts:

Contrary to Defendants' repeated assertions, Defendant Las Vegas Development Fund LLC is not a simple lender. On the contrary, Defendant Las Vegas Development Fund LLC has

accepted money from Plaintiff for marketing services as well. Attached as **Exhibit 1** is a Declaration of Ignatius Piazza and related bank wire transfers.

As the Court can see when it reviews the wire transfers attached to Dr. Ignatius Piazza's Supplemental Declaration, on October 17, 2016, Front Sight paid $27,000.00 for marketing fees to Mr. Dziubla through an account labeled "EB5 Impact Advisors LLC."[1] The next statement shows that on November 14, 2016, Plaintiff made an interest payment of $12,205.38 to an account owned by Las Vegas Development Fund. Nine days later, on November 23, 2016, Plaintiff made a payment for marketing fees to an account owned by EB5 Impact Advisors LLC. The next statement shows that Plaintiff made an interest payment of $12,276.12 on December 9, 2016 to an account owned by Las Vegas Development Fund. On that same day, Front Sight sent an $8,000 payment to EB5 Impact Advisors for marketing services.

The November 22, 2017 wire transfer receipt shows that Front Sight paid marketing fees to an account owned by EB5 Impact Advisors and a marketing fee payment to an account owned by Las Vegas Development Fund LLC. The December 29, 2017 statement shows three payments: the first to EB5 Impact Advisors for marketing fees, the second to Las Vegas Development Fund LLC for interest, and a third payment to Las Vegas Development Fund LLC **for marketing fees**. Thus, by November 2017, Las Vegas Development Fund LLC and other Defendants were commingling funds.

The March 1, 2018 wire transfer receipt shows a *credit* to Front Sight's account of $125,000 from Las Vegas Development Fund, as well as a *payment* by Front Sight into the same account for marketing fees. The March 2, 2018 wire transfer receipt shows an interest payment to Las Vegas Development Fund LLC, while the marketing fees were again paid to EB5 Impact

[1] The bank statements have been redacted to exclude irrelevant and unrelated information. Additionally, the handwriting is that of Dr. Piazza, as explained in his Declaration.

Advisors. The May 2, 2018 wire transfer receipt shows both an interest payment and marketing fee paid to Las Vegas Development Fund LLC's account.

The attached wire transfers show that Las Vegas Development Fund LLC was accepting both interest payments and marketing payments from Plaintiff and commingling funds. This is, of course, absolutely contrary to Defendants' position that Las Vegas Development Fund LLC was a simple lender. Consequently, Plaintiff requests an accounting from Defendants Dziubla and Las Vegas Development Fund LLC of all funds they have received (interest payments and marketing fees) from Plaintiff. This must include where each deposit was made and how the money was spent, including all money coming in and going out, as well as any receipts, invoices, etc., that substantiate how the money was spent.

Additionally, Plaintiff renews its motion for mandatory injunctive relief that requires Defendants to release the funds it is holding, namely the $36,000 refund pursuant to the Construction Loan Agreement and the $1,000,000 (less any standard holdbacks) (Plaintiff previously asked for $375,000) Defendants are required to release under the Construction Loan Agreement. Defendants have refused to do so because they alleged Plaintiff is in default, but the notice of default has been expunged and Defendants must provide the funds so that Plaintiff can continue working on the project. Plaintiff suffers continuing hardship each day that passes and it does not have the funds Defendants agreed to provide.

II.

LEGAL ARGUMENT

A. THE MOTION SHOULD BE HEARD ON SHORTENED TIME

EDCR 2.26 states in pertinent part:

> **Rule 2.26. Shortening time.** Ex parte motions to shorten time may not be granted except upon an unsworn declaration under penalty of perjury or

> affidavit of counsel describing the circumstances claimed to constitute good cause and justify shortening of time. If a motion to shorten time is granted, it must be served upon all parties promptly. An order which shortens the notice of a hearing to less than 10 days may not be served by mail. In no event may the notice of the hearing of a motion be shortened to less than 1 full judicial day.

As set forth above in Mr. Aldrich's Affidavit, the matters addressed in this Motion are urgent and must be addressed as soon as possible.

Based on the foregoing, Plaintiff respectfully requests that Plaintiff's Renewed Motion be heard on shortened time.

B. PLAINTIFF IS ENTITLED TO AN ACCOUNTING

1. An Accounting Is Necessary

An "accounting" is an equitable remedy which allows the court to determine the extent of a misallocation of expenses and the damages resulting therefrom when there is fiduciary relationship between the parties. *In re Maxim Integrated Products, Inc., Deriv. Lit.*, 574 F.Supp.2d 1046 (N.D.Cal. 2008) (citing *Carlson v. Hallinan*, 925 A.2d 506, 538 n. 211-12 (Del.Ch. Ct. 2006)). To avail the remedy of accounting, that relief must be "tethered to relevant actionable claims." *Simon v. Bank of America, N.A.*, 2010 WL 2609436, *11 (D. Nev. 2010).

In the instant matter an accounting is necessary. While Defendants have argued there is not a confidential relationship between Plaintiff and Defendants, and therefore the remedy of accounting is not available, as set forth above this is wholly incorrect. Indeed, the Court granted the Motion for Temporary Restraining Order in part, and granted the prior Motion for an Accounting in part.

As set forth above and in Dr. Piazza's Declaration, Defendants have commingled Plaintiff's interest payments and marketing funds. Defendants refuse to provide any proof of how Defendants Dziubla and Fleming, as agents of the entity Defendants, spent the

administrative fees provided by Plaintiff, which fees totaled several hundred thousand dollars were specifically earmarked for development of the Regional Center. This is particularly disturbing given Defendants' representation that "Front Sight is the ONLY EB5 project we are handling and of course receives our full and diligent attention," because on Defendants' website eb5impactcapital.com, Defendants have posted an open invitation to other developers seeking EB-5 funding for their respective projects to contact Defendants regarding their EB-5 fundraising services. (*See* Exhibits 10, 15 to prior-filed Piazza Decl.)

Defendants Dziubla and Fleming, as agents of the entity Defendants, refuse to provide any accounting to Plaintiff or proof of payment of marketing fees for the project, which was financed by Plaintiff to the tune of hundreds of thousands of dollars. (*See* Exhibits 10, 15 to prior-filed Piazza Decl.)

Defendants Dziubla and Fleming, as agents of the entity Defendants, refuse to provide any proof of payment for interest paid to investors and agents (although Defendants repeatedly represented they had made such payments), also totaling hundreds of thousands of dollars. (*See* Exhibits 10, 15 to prior-filed Piazza Decl.) Defendants Dziubla and Fleming, as agents of the entity Defendants, claimed they make no money from interest payments, marketing fees or commissions, yet refuse to disclose and prove where payments have been spent. Consequently, an accounting should be ordered.

2. There is a Fiduciary Relationship Between Plaintiff and Defendants

Defendants have argued that the relationship between Plaintiff and Defendants is nothing more than lender and borrower and that a relationship of lender and borrower does not support a finding of special trust under Nevada law. *Giles. Gen. Motors Acceptance Corp.*, 494 F.3d 865, 882 (9th Cir. 2007). While Defendants would like the Court to believe the relationship between

Plaintiff and Defendants is nothing more than lender and borrower, in actuality the relationship is a confidential relationship characterized by special trust – which strongly supports the accounting relief requested.

Under Nevada law, a fiduciary relationship exists when one party is bound to act for the benefit of the other party. "Such a relationship imposes a duty of the utmost good faith." *Hoopes v. Hammargren*, 102 Nev. 425, 725 P.2d 238, 242 (1986). "The essence of a fiduciary or confidential relationship is that the parties do not deal on equal terms, since the person in whom trust and confidence is in a superior position to exert unique influence..." *Powers v. United Servs. Auto Ass'n*, 115 Nev. 38, 979 P.2d 1286, 1288 (1999). Nevada law recognizes a duty owed in "confidential relationships" where "one party gains the confidence of the other and purports to act or advise with the other's interests in mind." *Perry v. Jordan*, 111 Nev. 943, 900 P.2d 335, 338 (1995) (emphasis added). The duty owed is akin to a fiduciary duty. "When a confidential relationship exists, the person in whom the special trust is placed owes a duty to the other party similar to the duty of a fiduciary, requiring the person to act in good faith and with due regard to the interests of the other party." *Id.*

In the instant matter, the relationship between Plaintiff and Defendants is much more than that of lender and borrower. Defendants have a fiduciary responsibility to Front Sight, due to the special relationship of trust between Front Sight and Defendants. Plaintiff advanced over $444,000 in marketing fees to Defendants. Lenders do not charge marketing fees. They loan money. Now, contrary to Defendants' repeated assertions, Plaintiff has proven that Defendants Dziubla (as agent of Las Vegas Development Fund) and Las Vegas Development Fund, LLC have accepted money from Plaintiff that was earmarked for marketing purposes.

Moreover, Defendants made multiple repeated fraudulent misrepresentations to induce Plaintiff to finance its project with Defendants. (Piazza Decl., Exs. 1-4, 7, 9.) Plaintiff placed a special trust in Defendants to use the funds provided by Plaintiff to Defendants for marketing. Upon information and belief, given the utter lack of results despite receiving well over $444,000 in advances from Front Sight to pay for Defendants' alleged marketing efforts and Defendants' repeated failure and refusal to account for the money Front Sight has advanced, it appears Defendants have commingled Front Sight's funds, perhaps to uses other than those for which they were intended. Defendants are much more than just a lender. An accounting from Las Vegas Development Fund LLC and Dziubla personally is necessary and proper.

3. Plaintiff Has an Interest in the Funds It Provided to Defendants

Defendants have argued that Defendants and Plaintiff are not joint owners of any property or fund because the relationship is nothing more than borrower and lender. As set forth above, this is wholly inaccurate and there is a special relationship between Plaintiff and Defendants.

In the instant matter, as set forth previously, Plaintiff has recently learned that Defendants Dziubla and Fleming have dissolved Defendant EB5IA without notifying Plaintiff, and upon information and belief, without notifying the USCIS, and possibly without notifying the foreign investors. (*See* Exhibit 22 to prior-filed Piazza Decl.) Second, Defendants have failed and refused to provide documentation of how the cost advances provided by Front Sight to LVDF and EB5IA – in excess of $444,000 – were spent, including refusing to provide documentation regarding commission payments to agents, payments to advertisers in China and India, and other expenses allegedly related to the project. Third, Defendants LVDF and/or EB5IA are holding approximately $1,036,000 ($1,000,000 + $36,000) Defendants acknowledge they must release to

Plaintiff (*see* Exhibit 28 to Dr. Piazza's prior-filed Declaration), but which Defendants refuse to release in violation of the agreement – all while frivolously claiming Plaintiff is in breach of the agreement because not enough progress has been made on the project. Because of Defendants' conduct, Plaintiff believes Defendants either have not protected those funds or have spent them inappropriately, and an accounting from Defendants Dziubla and Las Vegas Development Fund are also necessary.

Defendants, including Defendants Dziubla and Fleming, have pled poverty and continued to request funds from Plaintiff for marketing expenses but have continuously failed and refused to account for how the over $444,000 Plaintiff has provided have been spent. Defendants have failed to provide even 10% of the funds they originally promised to provide. Defendants have promised that their only EB-5 project was Plaintiff's project, but still the results have been abysmal. Nevertheless, Plaintiff's investigation has revealed that Defendant Dziubla lives in a $1,000,000 house in California, has a contractor doing repairs or a remodel at the house, and he (or his wife) drives a brand new Mercedes. All of these circumstances cause concern for Plaintiff, and an accounting from Defendants Dziubla and Las Vegas Development Fund LLC are necessary.

C. DEFENDANTS MUST RELEASE THE OVER $1,000,000 THEY ARE HOLDING

Plaintiff renews its request for a mandatory affirmative injunction that requires Defendants to release the over $1,000,000 they are holding. This consists of a $36,000 refund due to Plaintiff long ago and the $1,000,000 Defendant Dziubla acknowledges holding back because Defendants alleged Plaintiff is in breach of the Construction Loan Agreement. (*See*

Exhibit 28 to Dr. Piazza's prior-filed Declaration.[2]) But on October 31, 2018, the Court found that Plaintiff has met its burden for a temporary restraining order and has expunged the Notice of Default. Defendants must now release the funds to Plaintiff so Plaintiff can continue the project.

In Nevada, the decision to grant a preliminary injunction is within the sound discretion of the trial court. *Dangberg Holdings Nev., L.L.C. v. Douglas County*, 115 Nev. 129, 142-43, 978 P.2d 311, 319-20 (1999) (affirming district court issuance of preliminary injunction). The purpose of a preliminary injunction under Nev. R. Civ. P. 65 is to preserve the status quo pending court determination. *All Minerals Corp. v. Kunkle*, 105 Nev. 835, 838, 784 P.2d 2 (1989); *Dixon v. Thatcher et al.*, 103 Nev. 414, 415, 742 P.2d 1029 (1987). An injunction to maintain the status quo is proper if "injury to the moving party will be immediate, certain, and great if it is denied, while the loss or inconvenience to the opposing party will be comparatively small and insignificant if it is granted." *Dangberg*,115 Nev. at 146 (quoting *Rhodes Mining Co. v. Belleville Placer Mining Co.*, 32 Nev. 230, 239, 106 P. 561, 563 (1910)).

In determining whether to grant a preliminary injunction, Nevada courts consider two factors: (1) whether there is a reasonable probability that the plaintiff will prevail on the merits; and (2) is the plaintiff likely to suffer greater injury from a denial of the injunction than the defendants are likely to suffer from its grant. *Dangberg*, 115 Nev. at 146; *Clark County School Dist. v. Buchanan*, 112 Nev. 1146, 1150, 924 P.2d 716, 719 (1996); Nev. Rev. Stat. Ann. § 33.010.[3] The Court "may also weigh the public interest and relative hardships of the parties...."

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[2] Exhibit 28 states: "We have almost $1m [sic] in escrow that will be available for release when the remaining I-526 applications get approved. We have $375k [sic] that could be available for distribution if it weren't for FS's continuing defaults. . . ."

[3] Nev. Rev. Stat. Ann. § 33.010 provides:

> An injunction may be granted in the following cases:

Clark County School Dist., 112 Nev. At 1150at 719 (1996) (*citing Pickett v. Commanche Construction, Inc.*, 108 Nev. 422, 426, 836 P.2d 42, 44 (1992)). As discussed below, Plaintiff satisfies each of these elements.

The Court has already found that Plaintiff has met its burden on both elements for a temporary restraining order. Regarding the irreparable harm to Plaintiff, if the funds are not released, it creates a hardship for Plaintiff. Plaintiff intends to use the funds for further development of the project. Defendants refuse to release the funds rightfully due to Plaintiff under the agreements in furtherance of their efforts to sabotage the project altogether – and in a further attempt to cause Plaintiff to miss the deadline to finish the project.

Surprisingly, Defendants admit they should have released the $36,000 to Plaintiff but did not, but then decline to "address the $36,000 in detail [t]herein." (Opposition, p. 19, ls. 21-24.) Defendants assert that they are entitled to "credit" the $36,000 against the amounts allegedly due under the bogus notice of default. That notice of default has been expunged and that money must be released.

The same goes for the $1,000,000. Because the notice of default has been expunged, the $1,000,000 should have been provided long ago, and Defendants should be required to provide it now.

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///

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1. When it shall appear by the complaint that the plaintiff is entitled to the relief demanded, and such relief or any part thereof consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually.

2. When it shall appear by the complaint or affidavit that the commission or continuance of some act, during the litigation, would produce great or irreparable injury to the plaintiff.

3. When it shall appear, during the litigation, that the defendant is doing or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the plaintiff's rights respecting the subject of the action, and tending to render the judgment ineffectual.

III.

CONCLUSION

Based on all of the above, Plaintiff respectfully requests that this Court enter an Order:

1. Requiring Defendants Dziubla and Las Vegas Development Fund LLC to provide an accounting of all funds they have received from Front Sight, including interest payments and marketing fees. Said accounting must include all money received from Plaintiff by Defendants Dziubla and Las Vegas Development Fund LLC, how all funds were spent, identification of who received any portion of the funds, and any and all documentation to support payments made; and

2. Requiring Defendants to release the $36,000 and $1,000,000 being held by Defendants in violation of the Construction Loan Agreement.

DATED this 7th day of November, 2018.

ALDRICH LAW FIRM, LTD.

John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
7866 West Sahara Avenue
Las Vegas, NV 89117
Tel (702) 853-5490
Fax (702) 226-1975
Attorneys for Plaintiff

EXHIBIT 1

EXHIBIT 1

DECL

John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
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Facsimile: (702) 227-1975
Attorneys for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

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

///

///

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

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

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

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

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

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

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

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

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

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

7. The attached wire transfers show that Las Vegas Development Fund LLC was accepting both interest payments and marketing payments from Front Sight.

---

[1] The bank statements have been redacted to exclude irrelevant and unrelated information. Additionally, the handwriting is that of Dr. Piazza, as explained in his Declaration.

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

/s/ Ignatius Piazza
Ignatius Piazza

Withdrawals and other debits - continued

Date	Description	
10/[redacted]	[redacted]	[redacted]46.65
10/05/[redacted]	[redacted]	[redacted]
10[redacted]	[redacted]	[redacted]
10[redacted]	[redacted]	[redacted]04
10/[redacted]	[redacted]	[redacted]00
10/[redacted]	[redacted]	[redacted]27
10/[redacted]	[redacted]	[redacted]1
[redacted]	[redacted]	[redacted]00
10/17/16	WIRE TYPE:WIRE OUT DATE:161017 TIME:1645 ET TRN:2016101700392510 SERVICE REF:013187 BNF:EB5 IMPACT ADVISORS LLC ID:[redacted]1581 BNF BK:WELLS FARGO BANK, NA ID:121000248 PMT DET:XSENMPSBP Marketing Fee Pd to Dynasty	-27,000.00
[redacted]	[redacted]	[redacted]
10[redacted]	[redacted]	[redacted]55
10/2[redacted]	[redacted]	[redacted]3
10[redacted]	[redacted]	[redacted]00
10/24[redacted]	[redacted]	[redacted]00
10/24/[redacted]	[redacted]	[redacted]00
10/24/[redacted]	[redacted]	[redacted]2
10/[redacted]	[redacted]	[redacted]80
10/2[redacted]	[redacted]	[redacted]
10/3[redacted]	[redacted]	[redacted].78
10/31[redacted]	[redacted]	[redacted]69
Total withdrawals and other debits		-$646,501.23

Withdrawals and other debits - continued

Date	Description	
11/02	[redacted]	576.60
11/02/1	[redacted]	5
11/04	[redacted]	20
11/04	[redacted]	20
11/07	[redacted]	.20
11/07/16	[redacted]	.82
11/07	[redacted]	0
11/14/16	WIRE TYPE:WIRE OUT DATE:161114 TIME:1450 ET TRN:2016111400544947 SERVICE REF:015888 BNF:LAS VEGAS DEVELOPMENT FUND ID:[redacted]502 BNF BK:BANK OF HOPE ID:122041727 PMT DET:F7YT83WPH INTEREST PAYMENT	-12,205.38
11/14	[redacted]	0
11/14	[redacted]	36
11	[redacted]	37
11/15	[redacted]	711.19
11	[redacted]	0
	[redacted]	0
11/23/16	WIRE TYPE:WIRE OUT DATE:161123 TIME:0525 ET TRN:2016112200400556 SERVICE REF:002594 BNF:EBS IMPACT ADVISORS LLC ID:[redacted]1587 BNF BKW ELLS FARGO BANK, NA ID:121000248 PMT DET:TQCCK6LYH MARKET INV. FEES PAID to Ozuka	-12,000.00
	[redacted]	-64.56
	[redacted]	
11/2	[redacted]	.00
11/29/16	[redacted]	89.00
11/2	[redacted]	00

continued on the next page

Withdrawals and other debits - continued

Date	Description	Amount
[redacted]		
12/09/16	WIRE TYPE:WIRE OUT DATE:161209 TIME:1642 ET TRN:20161209003620I4 SERVICE REF:013254 BNF:LAS VEGAS DEVELOPMENT FUND ID:[redacted]1502 BNF BK:BANK OF HOPE ID:122041727 PMT DET:9NRAWV7QW INTEREST PAYMENT	-12,267.12
12/09/16	WIRE TYPE:WIRE OUT DATE:161209 TIME:1646 ET TRN:20161209003627S5 SERVICE REF:013290 BNF:EBS IMPACT ADVISORS LLC ID:[redacted]1581 BNF BK:W ELLS FARGO BANK, NA ID:121000248 PMT DET:PBASFNP7C MARKETING FEES PAID TO DIDRICK	-8,000.00
[redacted]		

Continued on the next page

Bank of America

P.O. Box 15284
Wilmington, DE 19850

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

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

DATE: 11/22/17
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2
ACCOUNT: XXXXXXX8176

THE FOLLOWING WIRE WAS DEBITED TODAY: USD AMOUNT $8,000.00

TRANSACTION REF:	20171122004171B2	SERVICE REF: 015532	
RELATED REF:	44VLER7SE	IMAD: 20171122B6B7HU1R015532	
INSTRUCTING BANK:	BCC	ID: UGQT	
BENEFICIARY:	EB5 IMPACT ADVISORS LLC	ID: [redacted]1581	
BENEFICIARY'S BANK:	WELLS FARGO BANK, NA	ID: 121000248	

PAYMENT DETAIL: Services MARKETING FEES PAID TO DUONG

THE FOLLOWING WIRE WAS DEBITED TODAY: USD AMOUNT $90,000.00

TRANSACTION REF:	20171122004157G4	SERVICE REF: 014908	
RELATED REF:	FLCCU6TBW	IMAD: 20171122B6B7HU3R014908	
INSTRUCTING BANK:	BCC	ID: UGQT	
BENEFICIARY:	LAS VEGAS DEVELOPMENT FUND LLC	ID: [redacted]9767	
BENEFICIARY'S BANK:	BANK OF HOPE	ID: 122041727	

PAYMENT DETAIL: Operating expenses MARKETING FEES PAID TO DUONG

Bank of America

P.O. Box 15284
Wilmington, DE 19850

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

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

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

THE FOLLOWING WIRE WAS DEBITED TODAY: USD AMOUNT $8,000.00

TRANSACTION REF:	2017122900529208	SERVICE REF: 031274	
RELATED REF:	WLZGGD8CB	IMAD: 20171229B6B7HU1R031274	
INSTRUCTING BANK:	BCC	ID: UGQT	
BENEFICIARY:	EB5 IMPACT ADVISORS LLC	ID: [redacted]1581	
BENEFICIARY'S BANK:	WELLS FARGO BANK, NA	ID: 121000248	
PAYMENT DETAIL:	Services MARKETING FEES PAID TO DZIOBLA		

THE FOLLOWING WIRE WAS DEBITED TODAY: USD AMOUNT $17,815.97

TRANSACTION REF:	2017122900525220	SERVICE REF: 030904	
RELATED REF:	M3BBL6DUF	IMAD: 20171229B6B7HU1R030904	
INSTRUCTING BANK:	BCC	ID: UGQT	
BENEFICIARY:	LAS VEGAS DEVELOPMENT FUND LLC	ID: [redacted]1502	
BENEFICIARY'S BANK:	BANK OF HOPE	ID: 122041727	
PAYMENT DETAIL:	Operating expenses INTEREST PAYMENT		

THE FOLLOWING WIRE WAS DEBITED TODAY: USD AMOUNT $40,000.00

TRANSACTION REF:	2017122900527604	SERVICE REF: 031093	
RELATED REF:	6FCANDY83	IMAD: 20171229B6B7HU1R031093	
INSTRUCTING BANK:	BCC	ID: UGQT	
BENEFICIARY:	LAS VEGAS DEVELOPMENT FUND LLC	ID: [redacted]9767	
BENEFICIARY'S BANK:	BANK OF HOPE	ID: 122041727	
PAYMENT DETAIL:	Operating expenses MARKETING FEES PAID TO DZIOBLA		

Bank of America

P.O. Box 15284
Wilmington, DE 19850

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

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

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

THE FOLLOWING WIRE WAS DEBITED TODAY: USD AMOUNT $20,222.22

TRANSACTION REF:	20180302003093Z1	SERVICE REF:	008782
RELATED REF:	NWNLA9YTC	IMAD:	20180302B6B7HU4R008782
INSTRUCTING BANK:	BCC	ID:	UGQT
BENEFICIARY:	LAS VEGAS DEVELOPMENT FUND LLC	ID:	[redacted]9767
BENEFICIARY'S BANK:	BANK OF HOPE	ID:	122041727

PAYMENT DETAIL: Operating expenses INTEREST PAYMENT

THE FOLLOWING WIRE WAS DEBITED TODAY: MARKETING FEES PAID TO DIDSBURY USD AMOUNT $24,000.00

TRANSACTION REF:	20180302003081G6	SERVICE REF:	008778
RELATED REF:	N3Y2YF8B3	IMAD:	20180302B6B7HU2R008778
INSTRUCTING BANK:	BCC	ID:	UGQT
BENEFICIARY:	EB5 IMPACT ADVISORS LLC	ID:	[redacted]1581
BENEFICIARY'S BANK:	WELLS FARGO BANK, NA	ID:	121000248

PAYMENT DETAIL: Services

[redacted]

Bank of America

P.O. Box 15284
Wilmington, DE 19850

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

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

DATE: 05/02/18
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2
ACCOUNT: XXXXXXXX8376

THE FOLLOWING WIRE WAS DEBITED TODAY: USD AMOUNT 927,708.33

TRANSACTION REF: 20180502003350 27
RELATED REF: TC2YEXZ2F
INSTRUCTING BANK: BCC
BENEFICIARY: LAS VEGAS DEVELOPMENT FUND LLC
BENEFICIARY'S BANK: OPEN BANK

SERVICE REF: 010371
IMAD: 20180502B6B7H01R010371
ID: UGQT
ID: 01226364
ID: 122043958

INTEREST PAYMENT

THE FOLLOWING WIRE WAS DEBITED TODAY: USD AMOUNT $56,000.00

TRANSACTION REF: 20180502003385 91
RELATED REF: FMUCGMFSX
INSTRUCTING BANK: BCC
BENEFICIARY: LAS VEGAS DEVELOPMENT FUND LLC
BENEFICIARY'S BANK: OPEN BANK

SERVICE REF: 010584
IMAD: 20180502B617HU2R010584
ID: UGQT
ID: 01226364
ID: 122043958

MARKETING FEES PAID TO DUBLA

Electronically Filed
11/15/2018 4:55 PM
Steven D. Grierson
CLERK OF THE COURT

NEO
ANTHONY T. CASE, ESQ.
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tcase@farmercase.com
KATHRYN HOLBERT, ESQ.
Nevada Bar No. 10084
kholbert@farmercase.com
FARMER CASE & FEDOR
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Facsimile: (702) 739-3001
Attorneys for Defendants
LAS VEGAS DEVELOPMENT FUND LLC
and RELATED ENTITIES and INDIVIDUALS

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, STATE OF NEVADA

FRONT SIGHT MANAGEMENT, LLC., a Nevada Limited Liability Company, Plaintiff, v. LAS VEGAS DEVELOPMENT FUND LLC, a Nevada Limited Liability Company, EB5 IMPACT CAPITAL REGIONAL CENTER LLC, a Nevada Limited Company, EB5 IMPACT ADVISORS LLC, a Nevada Limited Liability Company; ROBERT W. DZIUBLA, individually and as President and CEO of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; JON FLEMING, individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; LINDA STANWOOD, individually and as Senior Vice President of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; CHICAGO TITLE COMPANY, a California corporation; DOES 1-10, inclusive; and ROE CORPORATIONS 1-10, inclusive, Defendants.	CASE NO.: A-18-781084-B DEPT NO.: XVI **NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE**

///

Case Number: A-18-781084-B

NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE

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

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

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

CERTIFICATE OF SERVICE and/or MAILING

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

NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE

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

John P. Aldrich, Esq. Catherine Hernandez, Esq. ALDRICH LAW FIRM, LTD. 1601 S. Rainbow Blvd., Suite 160 Las Vegas, Nevada 89146	Attorneys for Plaintiff FRONT SIGHT MANAGEMENT, LLC
Marni Rubin Watkins, Esq. FIDELITY NATIONAL LAW GROUP 1701 Village Center Circle, Suite 110 Las Vegas, Nevada 89134	Attorney for Defendant CHICAGO TITLE COMPANY

By:

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

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

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

Dated: November 15th, 2018

Kat Holbert

An Employee of FARMER CASE & FEDOR

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11/14/2018 11:11 AM
Steven D. Grierson
CLERK OF THE COURT

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, STATE OF NEVADA

FRONT SIGHT MANAGEMENT, LLC., a Nevada Limited Liability Company, Plaintiff, v. LAS VEGAS DEVELOPMENT FUND LLC, a Nevada Limited Liability Company, EB5 IMPACT CAPITAL REGIONAL CENTER LLC, a Nevada Limited Company, EB5 IMPACT ADVISORS LLC, a Nevada Limited Liability Company; ROBERT W. DZIUBLA, individually and as President and CEO of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; JON FLEMING, individually and as an agent of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; LINDA STANWOOD, individually and as Senior Vice President of LAS VEGAS DEVELOPMENT FUND LLC and EB5 IMPACT ADVISORS LLC; CHICAGO TITLE COMPANY, a California corporation; DOES 1-10, inclusive; and ROE CORPORATIONS 1-10, inclusive, Defendants.	CASE NO.: A-18-781084-B DEPT NO.: XVI **ORDER ADMITTING TO PRACTICE**

///

Case Number: A-18-781084-B

ORDER ADMITTING TO PRACTICE

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

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

DATED this 13th day of November, 2018.

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

Submitted by:

FARMER CASE & FEDOR

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

Electronically Filed
11/27/2018 10:01 AM
Steven D. Grierson
CLERK OF THE COURT

NEO

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

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

Case Number: A-18-781084-B

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

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

DATED this 27TH day of November, 2018.

ALDRICH LAW FIRM, LTD.

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

CERTIFICATE OF SERVICE

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

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

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

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

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

Electronically Filed
11/26/2018 3:18 PM
Steven D. Grierson
CLERK OF THE COURT

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

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

NOV 20 2018

Case Number: A-18-781084-B

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

This matter having come before the Court, on October 31, 2018 at 9:30 a.m. on Plaintiff's Petition for Appointment of Receiver and for an Accounting, John P. Aldrich, Esq. appearing on behalf of Plaintiff and Kathryn Holbert, Esq., appearing on behalf of Defendants, 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 Plaintiff's Petition for Appointment of Receiver is DENIED.

IT IS FURTHER ORDERED that Plaintiff's Petition for an Accounting is GRANTED as to Defendant EB5 Impact Advisors LLC, but DENIED as to all other Defendants.

IT IS FURTHER ORDERED that Defendant EB5 Impact Advisors LLC shall, within thirty (30) days, or on or before November 30, 2018, provide Plaintiff with an accounting of all funds it has received from Front Sight. Said accounting must include all money received from Plaintiff by EB5Impact Advisors LLC, how all funds were spent, identification of who received any portion of the funds, and any and all documentation to support payments made or funds spent.

IT IS SO ORDERED.

DATED this 20th day of November, 2018.

DISTRICT COURT JUDGE

Respectfully submitted by:

ALDRICH LAW FIRM, LTD.



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

Approved as to form and content:

FARMER CASE & FEDOR

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

Electronically Filed
11/27/2018 10:01 AM
Steven D. Grierson
CLERK OF THE COURT

NEO

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

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

Case Number: A-18-781084-B

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

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

DATED this 27TH day of November, 2018.

ALDRICH LAW FIRM, LTD.

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

CERTIFICATE OF SERVICE

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

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

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

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

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

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Steven D. Grierson
CLERK OF THE COURT

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

ORDER GRANTING PLAINTIFF'S MOTION FOR PROTECTIVE ORDER

NOV 15 2018

Case Number: A-18-781084-B

ORDER GRANTING PLAINTIFF'S MOTION FOR PROTECTIVE ORDER

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

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

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

IT IS SO ORDERED.

DATED this 15 day of November, 2018.

DISTRICT COURT JUDGE

Respectfully submitted by:

ALDRICH LAW FIRM, LTD.

John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
1601 S. Rainbow Blvd., Suite 160
Las Vegas, Nevada 89146
Tel: (702) 853-5490
Fax: (702) 227-1975
Attorneys for Plaintiff FRONT SIGHT MANAGEMENT LLC

Approved as to form and content:

FARMER CASE & FEDOR

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

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Steven D. Grierson
CLERK OF THE COURT

NEO

John P. Aldrich, Esq.
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Facsimile: (702) 227-1975
Attorneys for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

NOTICE OF ENTRY OF PROTECTIVE ORDER

Case Number: A-18-781084-B

NOTICE OF ENTRY OF PROTECTIVE ORDER

PLEASE TAKE NOTICE that a Protective Order was entered by the Court in the above-captioned action on the 26th day of November, 2018, a true and correct copy of which is attached hereto.

DATED this 27TH day of November, 2018.

ALDRICH LAW FIRM, LTD.

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

CERTIFICATE OF SERVICE

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

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

C. Keith Greer, Esq.
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San Diego, CA 92127
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Marni Rubin Watkins, Esq.
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1701 Village Center Circle, Suite 110
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Attorney for Defendant CHICAGO TITLE COMPANY

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

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Steven D. Grierson
CLERK OF THE COURT



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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

2. SCOPE OF PROTECTIVE ORDER

2.1. Except as the parties and a Disclosing Party may otherwise agree, or the Court may order, Material produced, whether or not designated CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY, including any report, excerpt, analysis, summary, or description of it, shall be used solely for the prosecution or defense of the above-captioned action, including

appeals. If CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY Materials are used in the above-captioned action they must be used without violation of this Protective Order.

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

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

3. DESIGNATION OF MATERIAL

3.1. General Provisions

3.1.1. A Disclosing Party may designate Material as CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY only if the Material (1) is CONFIDENTIAL, as defined by Section 1.2, or OUTSIDE COUNSEL EYES ONLY, as defined by Section 1.3; and (2) is not excluded from the scope of this Order by Section 2.3.

3.1.2. A Disclosing Party's failure to designate Material as CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY at the time of production or disclosure of the Material does not waive its right later to designate the Material as CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY. After any designation, each Receiving Party shall treat the designated Material as either CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY and subject to the protections of this Order.

3.2. Methods of Designation

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

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

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

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

3.3. Challenging Confidentiality Designations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.1.6.9. Employees of third-party contractors of the Parties involved solely in providing copying services or litigation support services such

as organizing, filing, coding, converting, storing, or retrieving Material connected with this litigation; and

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

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

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

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

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

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

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

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

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

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

4.1.8. Prior to disclosure of any CONFIDENTIAL or OUTSIDE COUNSEL EYES ONLY Material to any Expert employed by the Parties, counsel for the Parties to assist in the preparation and litigation of this litigation, or deponents during depositions or witnesses during hearings or trial in this litigation, he or she must first be advised of and agree in writing to be bound by the provisions of this Order. Such written agreement shall consist of his or her endorsement of a copy of this Order or of the Undertaking attached to this Order. Copies of such writings, except as to those persons whose

identities need not be disclosed in discovery, shall be produced to other parties upon written request.

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

4.1.9. 1 Give notice to the Designating Party that is reasonable in the circumstances prior to the Material being used;

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

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

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

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

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

5. OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

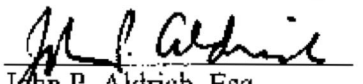
IT IS SO ORDERED.

DATED this 28th day of November, 2018.

DISTRICT COURT JUDGE

Respectfully submitted by:

ALDRICH LAW FIRM, LTD.



John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
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7866 West Sahara Avenue
Las Vegas, NV 89117
Tel (702) 853-5490
Fax (702) 226-1975
Attorneys for Plaintiff

ACKNOWLEDGEMENT

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

Date: _____

Signature: _____

Printed Name: _____

Address: _____

_____

Electronically Filed
11/27/2018 10:01 AM
Steven D. Grierson
CLERK OF THE COURT

NEO

John P. Aldrich, Esq.
Nevada Bar No. 6877
Catherine Hernandez, Esq.
Nevada Bar No. 8410
ALDRICH LAW FIRM, LTD.
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Las Vegas, Nevada 89117
Telephone: (702) 853-5490
Facsimile: (702) 227-1975
Attorneys for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

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

Case Number: A-18-781084-B

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

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

DATED this 27TH day of November, 2018.

ALDRICH LAW FIRM, LTD.

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

CERTIFICATE OF SERVICE

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

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

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CLERK OF THE COURT

ORDR

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company,

Plaintiff,

vs.

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

Defendants.

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

ORDER GRANTING TEMPORARY RESTRAINING ORDER AND EXPUNGING NOTICE OF DEFAULT

NOV 20 2018

Case Number: A-18-781084-B

ORDER

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

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

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

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

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

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

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

IT IS SO ORDERED.

DATED this 20 day of November, 2018.

DISTRICT COURT JUDGE

Respectfully submitted by:

ALDRICH LAW FIRM, LTD.

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FRONT SIGHT MANAGEMENT LLC, a Nevada Limited Liability Company, Plaintiff, vs. LAS VEGAS DEVELOPMENT FUND LLC, a Nevada Limited Liability Company; et al., Defendants.	CASE NO.: A-18-781084-B DEPT NO.: 16 **DEFENDANTS' OPPOSITION TO PLAINTIFF'S RENEWED MOTION FOR AN ACCOUNTING RELATED TO DEFENDANTS LAS VEGAS DEVELOPMENT FUND LLC AND ROBERT DZIUBLA AND FOR RELEASE OF FUNDS** Date: December 5, 2018 Time: 9:30 a.m.

Plaintiff Front Sight Management, LLC, ("Front Sight") has filed a **RENEWED MOTION FOR AN ACCOUNTING RELATED TO DEFENDANTS LAS VEGAS DEVELOPMENT FUND LLC AND ROBERT DZIUBLA AND FOR RELEASE OF FUNDS**. Defendants **LAS VEGAS DEVELOPMENT FUND LLC** and **ROBERT W. DZIUBLA**, hereby submit this joint opposition to the "renewed motion."

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

It appears that by this "renewed motion," that Plaintiff is again asking the court for two orders, each of which should be denied. First, Front Sight seeks to force Defendant Las Vega Development Fund, LLC ("LVD Fund")[1] to render an accounting "for all funds (interest payments and marketing fees) provided by Plaintiff in furtherance of the project at issue in this case." (Pltf. Ren. Mot. at 2:3-5).[2] As set forth below and in the Declaration of Robert Dziubla ("Dzuibla Decl.") filed herewith, and confirmed by emails between the parties attached as exhibits thereto, all Front Sight paid to LVD Fund, with one exception, were for interest on the loan LVD Fund made to Front Sight (for which Front Sight as a borrower has no right to an accounting), and for "performance payments" or "performance bonuses" which Front sight was contractually obligated to make *after* LVD Fund secured and released additional loan funds to Front Sight. Because these "commissions"[3] were earned by virtue of LVD Fund securing and disbursing loan finds to Front Sight, Front Sight had no further ownership interest in said commissions or any right to monitor how the commissions were thereafter utilized by LVD Fund.

The second action Front Sight seeks is to again ask this court to force LVD Fund to release more loan proceeds to Front Sight. This would be wholly improper since the evidence clearly shows that Front Sight is in default on the October 6, 2016 Construction Loan Agreement

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[1] Although Plaintiff also identifies Defendant Robert Dziubla as a target for the accounting, it does not submit any evidence that Front Sight ever gave a single penny to Mr. Dziubla. Moreover, Plaintiff identifies Mr. Dzuibla as the owner of and agent for LVD Fund, i.e., the business entity for which the accounting is sought. Since this is no basis for individual liability of Mr. Dziubla, he respectfully requests that the motion against him personally be summarily denied. *See* NRSA §86.371 and §86.381; *Gardner v Henderson Water Park, LLC*, 399 P.3d 350 (2017).

[2] Reference to "Pltf. Ren. Mot. at _:__-___)" is a page-line reference to Plaintiff's Renewed Motion for an Accounting Related to Defendants Las Vegas Development Fund Llc and Robert Dziubla and for Release of Funds.

[3] In his February 25, 2018 email to Defendant Dziubla, Ignatius Piazza, principlal of Front Sight, refers to the performance bonuses as "commissions." *See* Exhibit E of the Supplemental Declaration of Declaration of Defendant Robert Dziubla in Support of Defendants' Opposition to Plaintiff's Renewed Motion for an Accounting Related to Defendants Las Vegas Development Fund LLC and Robert Dziubla and for Release of Funds, ("Dziubla Sup. Decl."), filed herewith.

("CLA") that governs the distribution of loan proceeds, and Section 3.1 of the CLA provides that loan funds shall only be advanced if the borrower (i.e., Front Sight) is not in default under rthe CLA.[4] Specifically, Front Sight is in default because: (1) it has not provided the required documentation to show LVD Fund, as lender, how the loan proceeds are being used (as required by the CLA[5]); (2) it cannot meet its obligation to complete the project within the time frame dictated by the CLA;[6] (3) it has not paid the additional interest accrued under the default interest rate or the attorney fees required under the CLA;[7] and (4) it has refused to allow LVD Fund, as lender, to inspect its books to see what caused the delay in construction, where the money really went, and what the current financial status of Front Sight really is, as mandated by the loan agreement.[8]

Accordingly, compelling LVD Fund to give additional loan advances to Front Sight at this time would in essence provide judicial approval of Front Sight's blatant refusal to comply with the terms of the loan agreement. Such an order would also result in LVD Fund breaching its contractual and fiduciary duties to its EB5 investors who provided the subject funds to LVD Fund.

Lastly, the court should reject this motion because it is actually a motion to reconsider the

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[4] *See* Section 3.1 of the Oct. 6, 2016 Construction Loan Agreement ("CLA"), attached as Exhibit 1 to the Amended Declaration of Robert W. Dziubla in Opposition to: (1) Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction; and (2) Plaintiff's Petition for Appointment of a Receiver and for an Accounting; and in Support of Defendants' Motion to Dismiss, filed on October 29, 2018. (Hereinafter "Dziubla Decl.")

[5] *See* Dziubla Decl., Ex. 1, Construction Loan Agreement, Effective 10/6/16, §3.21; Dziubla Decl., Ex. 2, First Amendment to Loan Agreement, Effective 7/1/17 §6.

[6] *See* Dziubla Decl., Ex. 1, Construction Loan Agreement, Effective 10/6/16, §5.1 and §6.1(f), and "Completion Date" means "36 months from the commencement date." Dziubla Decl., Ex. 2, First Amendment to Loan Agreement, Effective 7/1/17 §1 ("Commencement Date means October 4, 2016"); Piazza Decl. Ex. 21, pg. 3, ¶6 (the project is ". . . 18 months away from being completed.")

[7] Dziubla Decl., Ex. 1, Construction Loan Agreement, Effective 10/6/16, §6.1(f), §1.2, and "Default Rate" means "5% per annum in excess of the Loan Rate . . ."

[8] Dziubla Decl., Ex. 1, Construction Loan Agreement, Effective 10/6/16, §3.3 ans §5.4.

court's prior ruling on this same request, without any legal basis to do so.

II. STATEMENT OF FACTS

A. Contractual Relationship Between the Parties.

In order make a substantive ruling on this motion, the court must first understand the contractual relationship between the parties and the nature of each business entity involved in the EB-5 loan process.

A. Defendant EB5 Impact Advisors, LLC ("EB5IA") Terms of the Operative Letter Agreement

1. Establishing EB51A

On or about February 18, 2013, Plaintiff Front Sight and Defendant EB5IA entered into an Engagement Letter whereby Front Sight engaged EB5IA as Financial Advisor to raise capital from the foreign investor EB5[9] marketplace for a potential debt financing for the benefit of Front

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[9] According to the US Citizenship and Immigration Services:

> The Immigrant Investor Program, also known as "EB-5," was created by Congress in 1990 to stimulate the U.S. economy through job creation and capital investment by immigrant investors by creating a new commercial enterprise or investing in a troubled business. There are 10,000 EB-5 immigrant visas available annually. In 1992 and regularly reauthorized since then, 3,000 EB-5 visas are also set aside for investors in Regional Centers designated by USCIS based on proposals for promoting economic growth.
>
> There are two distinct EB-5 pathways for an immigrant investor to gain lawful permanent residence for themselves and their immediate family—the Basic Program and the Regional Center Pilot Program. Both programs require that the immigrant make a capital investment of either $500,000 or $1,000,000 (depending on whether the investment is in a Targeted Employment Area [TEA] or not) in a new commercial enterprise located within the United States. TEA is defined by law as "a rural area or an area that has experienced high unemployment of at least 150 percent of the national average."
>
> The new commercial enterprise must create or preserve 10 full-time jobs for qualifying U.S. workers within two years (or under certain circumstances, within a reasonable time after the two year period) of the immigrant investor's admission to the United States as a Conditional Permanent Resident (CPR)."

https://www.uscis.gov/archive/blog/2010/11/what-is-eb-5-program_30

Sight (the "Engagement Letter"). The Engagement Letter is attached as Exhibit 5 to the Piazza Declaration.[10]

Pursuant to the Engagement Letter, EB5IA agreed to perform certain limited and specified services as Financial Advisor, including:

> (a) EB5IA will promptly engage Baker & McKenzie as its legal counsel to establish the"EB5 Impact Capital Regional Center" ("RC") approved by USCIS to cover at a minimum Nye County. Nevada, and to have approved job codes that will encompass the Project. EB51A shall also engage a business plan writer and an economist (professor Sean Flynn) to prepare the business plan and economic impact analysis for both the RC and the Project as the exemplar transaction for the RC;
> (b) Advise the Company on the appropriate markets in which to obtain the contemplated Financing, especially China;
> (c) EB51A will assist the Company in making appropriate presentations to relevant parties concerning the contemplated Financing, and will prepare an offering memorandum for the Financing (the Memorandum"). The Company shall approve the Memorandum prior to its use and will advise EB5IA in writing that it has so approved he Memorandum . . . ;
> (d) EB5IA will endeavor to obtain commitment(s) for the contemplated Financing that will accomplish the Company's objectives;
> (e) If so requested, EB5IA will work with the Company, its counsel and other relevant parties in the structuring, negotiation, documentation and closing of the contemplated Financing; and
> (f) EB5IA will render such additional advisory and related services as may from time to time be specifically requested by the Company, and agreed to by EB5IA.

(Engagement Letter at p. 1-2, Ex. 5 to Piazza Decl.)

The Engagement Letter required EB5IA to "endeavor" to raise the contemplated financing but specifically disclaimed any guarantee of success."Nothing contained in this Agreement is to be construed as a commitment by EB5IA, its affiliates or its agents to lend to or invest in the contemplated financing. This is not a guarantee that any such financing can be procured by EB5IA for the Company on terms acceptable to he Company, or a representation or guarantee that" EB5IA will be able to perform successfully the services detailed in this Agreement" Piazza Decl..,

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[10] "Piazza Decl." refers to the Declaration of Ignatius Piazza in Support of: (1) Motion for Temporary Restraining Order and Preliminary Injunction; (2) Motion for Protective Order; and (3) Petition for Appointment of Receiver and for an Accounting, filed on October 4, 2018.

Ex. 5 at p. 2.[11]

Contrary to the position taken by Front Sight, there was never any guarantee or contractual obligation to raise any specified sum of money for the contemplated debt financing. Moreover, market risk was disclosed in the Engagement Letter ("the parties acknowledge and agree that the budget and time lines are the best current estimates for both and that they may change in response to actions by USCIS and market conditions.") (Id. at pg. 1).

2. Negotiated "Investor Performance Bonus"/Commissions

Front Sight also negotiated with EB51A and LVD Fund to provide performance incentives by way of "Investor Performance Bonuses." (See Dziubla Supp. Decl., pgs. 1-4). Ignatius Piazza, founder of Front Sight, referred to them as "commissions." (Dziubla Supp. Dec., Ex. E, pg. 1, 2/25/18 email from Piazza). Exhibits A through E of Robert Dziubla's Supplemental Declaration are emails between Front Sight representatives Ignatius Piazza ("Piazza") and Mike Meacher, and Defendant Robert Dziubla. They explain that each time LVD Fund secured and disbursed loan proceeds from a new EB5 investor, Plaintiff Front Sight would pay Defendant EB51A $8,000 as an "EB5 Impact success/marketing fee," and would pay Defendant LVD Fund a $20,000 "Agent success fee." (Id.) These fees were earned once LVD Fund secured and disbursed additional EB5 investor funds as loan proceeds to Front Sight. Thus they were earned by "performance," and only paid *after* LVD Fund advance Front Sight additional loan proceeds.

These performance bonuses are one category of expenditures that Front Sight now wants an accounting for. However, because the incentive bonuses were earned commissions, Front Sight has no further right to such funds and no right to demand that EB5IA or LVD Fund explain how it used its commissions.

B. Las Vegas Development Fund ((("LVD Fund")
The October 6, 2017 Construction Loan Agreement ("CLA")

Once the funds were raised, there needed to be an entity to act as the "Lender." The

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[11] The fact that EB5IA was not contractually bound to raise any specified sum is further buttressed by the provision in the Engagement Letter that provided Front Sight would be responsible for expenses " regardless of whether or not the contemplated Financing is completed". (Engagement Letter at p. 3, Ex. 5 to Piazza Decl.)

Construction Loan Agreement[12] dated October 6, 2016 (the "CLA") (as amended) is operative agreement for purposes of determining LVD Fund's rights and obligations as the "Lender," including its duties regarding the disbursement of loan proceeds. Plaintiff Front Sight, as borrower pursuant to the CLA, also has numerous specifically negotiated contractual obligations. The most relevant of these obligations for this motion are as follows:

1. Definition of Event of Default

Pursuant to the terms of §6.1 of the CLA each of the following, without limitation, constitutes an Event of Default:

> (c) Borrower shall default in the performance or observance of any agreement, covenant or condition required to be performed or observed by Borrower under the terms of this Agreement, or any other Loan Document, other than a default described elsewhere in this Section, **and such default continues unremedied for a period of thirty (30) days after notice from Lender to Borrower** . . .
>
> * * *
>
> (0) A default occurs in the performance of Borrower's obligations in any of Section 5.6, 5.7, 5.8, 5.10, 5.13, 5.16, 5.18, 5.19, 5.22, 5.23 or 5.24, hereof;
>
> * * *
>
> (m) Any failure by Borrower to timely deliver the EB-5 information, which failure continues more than 5 days following notice of such failure from Lender.

2. Obligations and Defaults

a. Senior Debt - Section 5.27

Front Sight was required to obtain Senior Debt from a traditional construction lender originally by December 31, 2016, then subsequently extended to December 31, 2017 (First Amendment), and then to June 30, 2018 (Second Amendment). (*See* Dziubla Decl., Exs. 2 and 3). To date, Front Sight has not secured a Senior Debt that meets the requirements of the CLA. (Dziubla Decl. ¶ 7, and Ex. 18 to Piazza Dec.)

b. EB5 Information - Section 1.7(f)

In order to verify continuing eligibility for participation in the EB5 Investor Program with

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[12]The Construction Loan is attached as Exhibit 1 to the Declaration of Robert Dziubla. The First Amendment to the Construction Loan Agreement is attached to the Dziubla Dec as Exhibit 2. The Second Amendment to the Construction Loan Agreement is attached to the Dziubla Dec as Exhibit 3.

the USCIS, Front Sight was required to submit certain EB-5 information on a continuing basis as a condition of the loan. "Borrower shall submit to Lender the EB-5 Information. Failure of Borrower to use the proceeds of the Loan in accordance with the terms and conditions of this Agreement or to provide the EB-5 Information shall be a default pursuant to Section 6.1." This obligation was further specified in the First Amendment to the CLA requiring "Borrower [to] provide Lender with copies of major contracts, bank statements, receipts, invoices and cancelled checks or credit card statements or other proof of payment reasonably acceptable to Lender that document that Borrower has invested in the Project at least the amount of money as has been disbursed by Lender to Borrower on or before the First Amendment Effective Date") (Dziubla Decl., Ex. 2) Front Sight has failed to provide the required EB-5 Information. (Dziubla Decl. ¶ 7 and Ex. 18 to Piazza Dec.)

c. Monthly Evidence of Project Costs - Section 3.2(a)

"From and after the date of the first Advance of the Loan, Borrower shall deliver to Lender on a monthly basis evidence of the Project costs funded during the preceding month." Front Sight has not delivered the required Monthly Evidence of Project Costs. (Dziubla Decl. ¶ 7 and Ex. 18 to Piazza Decl.)

d. Completing Construction - Section 5.1

Pursuant to Section 5.1 of the CLA, Front Sight was required to complete construction by the "Completion Date" which is defined as "the date that is no later than thirty-six (36) months from the Commencement Date." Pursuant to the First Amendment, the Commencement Date is defined as October 4, 2016, which means the Construction must be completed on or before October 4, 2019. (Dziubla Decl. ¶ 7 and Ex. 18 to Piazza Decl.)

In fact Front Sight has acknowledged this default in writing warning LVD Fund in a letter dated August 25, 2018 that "'[i]n the members' eyes, you will be the overly aggressive lawyer who foreclosed on Front Sight over VERY QUESTIONABLE accusations, not any failure to pay, and the **foreclosure killed the project when it was 18 months away from being completed**."(Piazza Decl., Ex. 21)(Capitalization emphasis in original; bold emphasis added.)

Thus, even by Plaintiff Front Sight's written projection as of August 25, 2018, the Project will not be completed by the contractual Completion Date of October 4, 2019 (36 months after the commencement date as stated in the First Amendment). This is a material event of Default.

e. Changing Costs, Scope or Timing of Work - Section 5.2

> Borrower shall deliver to Lender revised, estimated costs of the Project, showing changes in or variations from the original Estimated Construction Cost Statement, as soon as such changes are known to Borrower. Borrower shall deliver to Lender a revised construction schedule, if and when any target date set forth therein has been delayed by twenty (20) consecutive days or more, or when the aggregate of all such delays equals thirty (30) days or more. Borrower shall not make or consent to any change or modification in such Plans, contracts or subcontracts, and no work shall be performed with respect to any such change or modification, without the prior written consent of Lender, if (I) such change or modification would in any material way alter the design or structure of the Project or change the rentable area thereof in any way, or increase or decrease the Project cost by $250,000 or more (after taking into account cost savings and any insurance proceeds of Borrower received by Lender) for any single change or modification, or (ii) the aggregate amount of all changes and modifications exceeds $500,000 (after taking into account cost savings and any insurance proceeds of Borrower received by Lender). Borrower shall promptly furnish Lender with a copy of all changes or modifications in the Plans, contracts or subcontracts for the Project prior to any Advance used to fund such change or modification whether or not Lender's consent to such change or modification is required hereby.
>
> (CLA Section 5.2, Ex. 1 to Dziubla Decl.)

Front Sight has made multiple changes to the plans and schedule without obtaining the written consent including, *inter alia*, reducing the size of the "Patriot Pavilion" from 85,000 square feet, as represented to USCIS, to approximately 25,000 - 30,000 square feet, while also modifying plans to eliminate foundations. (Dziubla Decl. ¶ 7 and Ex. 18 to Piazza Decl.)

f. Failure to Notify of Event of Default - Section 5.10

Section 5.10(d) of the CLA requires the Borrower to notify Lender of the occurrence of an Event of Default. "Within five (5) Business Days after the occurrence of any event actually known to Borrower which constitutes a Default or an Event of Default, notice of such occurrence, together with a detailed statement of the steps being taken to cure such event, and the estimated date, if known, on which such action will be taken." Front Sight has

failed to notify LVD Fund of either (1) the existence of certain events of default or (2) a detailed statement of the steps being taken to cure the event of default. (Dziubla Decl. ¶ 7 and Ex. 18 to Piazza Dec.).

g. Use of Loan Proceeds - Section 1.7

Section 1.7(e) of the CLA provides that "Borrower shall use the proceeds of the Loan solely for the purpose of funding directly, or advancing to Affiliates to pay, the costs of the Project, in accordance with the terms and conditions of this Agreement, as set forth in the Budget and the Project documents submitted to, and approved by, USCIS." Of the approximately $6.375 million in Loan Proceeds, Plaintiff Front Sight, through its Vendor Reports, has only demonstrated that approximately $1.5 million has been used to directly fund the Project indicating that approximately $5 million (or nearly 76%) of the Loan Proceeds may have been diverted to non-authorized uses (e.g., payment of Front Sight general overhead expenses). (Dziubla Decl. ¶ 7 and Ex. 18 to Piazza Dec.).

h. Inspection of Books and Records - Section 5.4

Section 5.4 of the CLA provides:

> Keeping of Records. Borrower shall set up and maintain accurate and complete books, accounts and records pertaining to the Project. Borrower will permit representatives of Lender to have reasonable access to and to inspect and copy such books, records and contracts of Borrower and to inspect the Project and to discuss Borrower's affairs, finances and accounts with any of its principal officers, all at such times and as often as may reasonably be requested by Lender.

(CLA §5.4 Exh 1 to Dziubla Dec). LVD Fund made a demand to Inspect the Books and Records by Notice of Default and Letter dated July 30, 2018. (Exh 18 to Piazza Decl.) ("Pursuant to articles 3.3 and 5.4 of the CLA, we hereby serve you notice that we and our representatives will inspect the Project and your books and records on Monday, August 27 commencing promptly at 9 a.m. We of course know where the project is. Please immediately inform us the location of your corporate books and records.")

Front Sight explicitly refused to comply with this obligation under the CLA. That non-compliance was in writing and is attached to the Piazza Decl. as Ex. 19 (p.13, ¶4). It states

"Borrower is not in breach; thus, there will be no inspections. In the Notice; you have included a "Notice of Inspections" which alleges that "[P]ursuant to articles 3.3 and 5.4 of the CLA, we hereby serve you notice that we and our representatives will inspect the Project and your books and records on Monday, August 27." As set forth above and below herein, we contend that Borrower is not in breach or default of any of its obligations under the Loan Agreement; thus, **Borrower will not authorize any inspections whatsoever by Lender or its representatives of the Project or its books and records on the proposed date of August 27 [2018], or at any other time.**" (emphasis added)**.**

The right of inspection on Notice, however, is expressly **not** contingent on whether there is an Event of Default. Thus, the refusal to permit the inspection constitutes a separate Event of Default acknowledged in writing by Front Sight. Moreover, the right of inspection is generally considered important for the construction lender to determine, *inter alia*, appropriate use of loan proceeds, construction progress, and possible impairment of security, which is necessary for the lender to protect its interests. Failure to cooperate will justify proceeding to secure the Lender's interests. *See*, *Elizabeth Retail Properties, LLC v. KeyBank Nat'l Assoc.*, No. 3:13-CV-02045-SB, 2017 WL 1407662, at *12 (D. Or. Mar. 10, 2017), report and recommendation adopted, No. 3:13-CV-2045-SB, 2017 WL 1430611 (D. Or. Apr. 19, 2017), appeal dismissed, No. 17-35425, 2017 WL 6262200 (9th Cir. June 22, 2017)("Plaintiffs were far from diligent in providing financial information to KeyBank"); *Capitol Radiology, LLC v. Sandy Spring Bank*, 439 F. App'x 222, 226–27 (4th Cir. 2011)(Lender properly declared borrower to be in default and accelerate principal balance where borrower ignored lenders requests for information.")

Here, Front Sight, as the borrower affirmatively refused LVD Fund's requested exercise of the contractual right of inspection.

i. Non Payment of Default Interest - Section 1,2

Section 1.2 of the CLA provides that if there is an Event of Default interest shall be charged at the "Default Rate." The "Default Rate" is defined as "the lesser of five percent (5%) per annum in excess of the Loan Rate or the maximum lawful rate of interest which may be charged." (Dziubla Decl., Ex. 1 at pg. 4 "Default Rate Defined.") Because Front Sight is in

default under multiple provisions of the CLA as detailed above, the Default Rate provisions of Section 1.2 were properly triggered. Plaintiff Front Sight has failed and refused to pay the Default Rate despite the demand therefor. (Piazza Decl., Ex. 19 p. 17, ¶ 14 "Front Sight categorically rejects Lender's wrongful inclusion of Default Interest Rates in the Loan statements for the months of July and August.")

Plaintiff Front Sight is therefore, despite protestations to the contrary, in monetary default as well as non-monetary default under the terms of the CLA.

j. Non Payment of Legal Fees - Section 8.2

Section 8.2(a) of the CLA provides that "Borrower agrees to pay and reimburse Lender upon demand for all reasonable expenses paid or incurred by Lender (including reasonable fees and expenses of legal counsel) in connection with the collection and enforcement of the Loan Documents, or any of them." This obligation was specifically reaffirmed in the First Amendment to the Loan Agreement, attached as Ex. 2 to the Dziubla Declaration, with respect to failure to provide the EB5 Information. LVD Fund has incurred legal fees in connection with the Notices of Default and has made demand of payment therefor from Front Sight. To date, Front Sight has refused to pay such fees and this constitutes a monetary default under §6.1(b) of the CLA. (Piazza Decl. Ex. 19 p. 16, ¶ 10.)

3. Remedies for Default

The CLA specifically identifies foreclosure as an agreed upon remedy if there is an "Event of Default." "Upon the occurrence of an Event of Default, unless such Event of Default is subsequently waived in writing by Lender, Lender may exercise any or all of the following rights and remedies, consecutively or simultaneously, and in any order: . . . (e) exercise any or all remedies specified herein and in the other Loan Documents, including (without limiting the generality of the foregoing) the right to foreclose the Deed of Trust, and/or any other remedies which it may have therefor at law, in equity or under statute" (CLA §6.2 Exh 1 to Dziubla Dec.)

In this "renewed" motion, Front Sight is again asking this court to force LVD Fund to release additional loan proceeds. Defendants respectfully submit that it would be a travesty of justice, and extremely prejudicial to LVD Fund's EB5 investors, to force the release of further

loan proceeds to Front Sight in light of this extensive list of flagrant violations of the CLA, each of which puts Front Sight in default under the loan agreement,

III. ARGUMENT

A. Plaintiff's "Renewed" Motion Should be Denied on Procedural Grounds.

Reconsideration is only appropriate if a district court: (1) is presented with newly discovered evidence, (2) committed clear error or the initial decision was manifestly unjust, or (3) there has been an intervening change in controlling law." *See*, *Rich v. TASER Int'l, Inc.*, 917 F. Supp. 2d 1092, 1094–95 (D. Nev. 2013). "A motion for reconsideration is not an avenue to re-litigate the same issues and arguments upon which the court already has ruled." See, *Brown v. Kinross Gold*, U.S.A., 378 F.Supp.2d 1280, 1288 (D.Nev.2005). ***Nor is reconsideration of a motion a mechanism for parties to make new arguments that could reasonably have been raised in their original briefs***. *See*, *Kona Enters. v. Estate of Bishop*, 229 F.3d 877, 890 (9th Cir.2000). "Points or contentions not raised in the original hearing cannot be maintained or considered on rehearing." *Achrem v. Expressway Plaza Ltd. Partnership*, 112 Nev. 737, 742, 917 P.2d 447, 450 (1996), citing *Chowdhry v. NLVH, Inc.*, 111 Nev. 560, 562–63, 893 P.2d 385, 387 (1995).

A motion for reconsideration "***may not be used to raise arguments or present evidence for the first time when they could reasonably have been raised earlier in the litigation***." *Riger v. Hometown Mortg., LLC, 104* F. Supp. 3d 1092, 1095 (D. Nev. 2015). The law is clear that reconsideration is appropriate only in very limited circumstances, and that "[***t]he overwhelming weight of authority is that the failure to file documents in an original motion or opposition does not turn the late filed documents into 'newly discovered evidence.***' *Shalit v. Coppe,* 182 F.3d 1124, 1132 (9th Cir. 1999), as amended on denial of reh'g and reh'g en banc (Sept. 14, 1999).

Here, Plaintiff is again arguing that LVD Fund should be compelled to prepare an accounting and to make further loan advances to Front Sight. These are the same demands made in the original motion. And although Front Sight argues that it has "discovered" new evidence, it has in fact merely submitted select pages from its banking records, dated between October 2016 and May 2, 2018, (See Pltf. Ren. Mot, Exhibit 1), all of which existed well before this lawsuit was

filed. The time for Plaintiff to have done its due diligence and submit relevant documentation in its possession was before the original hearing, not after it received a ruling on the motion. Accordingly, this request for extraordinary relief should be denied on procedural grounds.

B. Plaintiff Has Not Stated a Proper Claim for An Accounting

Plaintiff again asks for an accounting all funds provided by Plaintiff to LVD Fund "in furtherance of the project at issue in this case." The only change in the current request is that the phrase "(interest payments and marketing fees)" has been added. (Pltf. Ren. Mot., p. 2.) If the Court is inclined to consider the request for accounting, however, this is not a proper case for an accounting under the applicable law.

"An action for accounting ... is a proceeding in equity for the purpose of obtaining a judicial settlement of the accounts of the parties in which proceeding the court will adjudicate the amount due, administer full relief and render complete justice." *Oracle USA, Inc. v. Rimini St., Inc.,* No. 2:10-CV-00106-LRH, 2010 WL 3257933, at *6 (D. Nev. Aug. 13, 2010) *citing Verdier v. Superior Court*, 88 Cal.App.2d 527, 530, 199 P.2d 325 (Cal.1948)(applying Nevada State law.) "An action for inspection and accounting will prevail only where the plaintiff can establish that there exists a relationship of special trust between the plaintiff and defendant." *Anderson v. Deutsche Bank Nat'l Tr Co.*, 2010 U.S. Dist. LEXIS 120865 at *4, 2010 WL 4386958 (D.Nev. Oct. 29, 2010)(also applying Nevada State law).

The relationship between Plaintiff and Defendant LVD Fund is that of borrower and lender and does not support a finding of a special trust between LVD Fund and Plaintiff under Nevada law. *See, Giles v. Gen. Motors Acceptance Corp.,* 494 F.3d 865, 882 (9th Cir. 2007)("Appellants do not challenge the district court's holding that the Nevada Supreme Court would not recognize a fiduciary relationship as a matter of law between a lender and borrower...")

The case of *McCurdy v. Wells Fargo Bank, N.A.* is instructive:

> An action for accounting "may only be brought where there is a fiduciary or a trust relationship between the parties." *Simon v. Bank of Am., N.A.*, 2010 U.S. Dist. LEXIS 63480, *30, 2010 WL 2609436 (D.Nev.2010). However, no such relationship exists between a lender and a borrower. *Giles v. GMAC*, 494 F.3d 865, 882 (9th Cir.2007). Thus, because Plaintiffs and Wells Fargo have a lender/borrower relationship this claim must be dismissed.

McCurdy v. Wells Fargo Bank, N.A., No. 2:10-CV-00880, 2010 WL 4102943, at *3 (D. Nev. Oct. 18, 2010).

In the present case, the relationship between Plaintiff and LVD Fund is that of borrower and lender. LVD Fund procures and lends funds to Front Sight, and Front Sight pays interest to LVD Fund. There is simply no authority to support the contention that a borrower has a right to an accounting for the interest it pays on a loan.

In addition to interest on the loan, Front Sight pays LVD Fund performance bonuses, similar to points paid on a home loan, for procuring and disbursing loan funds from EB5 investors. As discussed above, and in the Supplemental Declaration of Robert Diubla filed herewith, these fees aren't paid by Front Sight until they are earned by LVD Fund and EB5IA, and thereafter Front Sight has no ownership interest in the fees and no right to ask what LVD Fund or EB5IA did with their earned commissions.

Accordingly, This relationship simply does not provide any basis for Plaintiff to request an accounting under Nevada law and the Renewed motion for an Accounting should be denied.

C. Plaintiff Is Not Entitled to a Mandatory Injunction Requiring Defendants to Pay Money to Plaintiff

1. Plaintiff has an Adequate Remedy at Law in Money Damages

"Irreparable harm is an injury 'for which compensatory damage is an inadequate remedy.'" *Excellence Cmty. Mgmt. v. Gilmore,* 131 Nev. Adv. Op. 38, 351 P.3d 720, 723–24 (2015). In the present case, Plaintiff seeks a mandatory injunction requiring the payment of money from Defendant LVD Fund to Plaintiff. This is - quite literally - the definition of compensatory damages.

The mandatory injunction requested herein is purely for monetary relief. "Mere financial injury will not constitute irreparable harm if adequate compensatory relief will be available in the course of litigation." *People of State of Cal. ex rel. Van De Kamp v. Tahoe Reg'l Planning Agency*, 766 F.2d 1316, 1319 (9th Cir. 1985). As such, Plaintiff cannot - as a matter of law - demonstrate that Plaintiff does not have an adequate remedy of law because the relief it seeks through an injunction is precisely the same nature as if it would be awarded in damages if it is ultimately successful on its complaint. Therefore, the request for a mandatory injunction should

be denied because Plaintiff is unable to demonstrate irreparable harm that cannot be compensated by money damages.

2. Plaintiff Is Unable to Demonstrate A Likelihood Of Success on Its Claimed Entitlement to Certain Monies

The mandatory injunction sought by Plaintiff Front Sight requests an order directing the payment of "the $1,000,000 LVD Fund is allegedly holding,[13] and to return the $36,000 Defendants are refusing to refund."

Because Defendant LVD Fund acknowledges that the $36,000 fee should have been properly offset against interest payments (*See* Dziubla Decl. at ¶ 11) and has now credited that amount against the monetary amounts due from Front Sight to LVD Fund, Defendants will not address the $36,000 in detail herein. (*See* Dziubla Decl., Ex. 4, letter confirming credit given for $36,000 offset). For present purposes, it is sufficient to note that LVD Fund has a contractual right to offset this amount against interest and other expenses currently owed by Plaintiff Front Sight to LVD Fund. (Id.) Indeed, this offset and credit against sums otherwise due from borrower is exactly what Front Sight has requested. However, because the amounts currently due to LVD Fund as lender are in excess of the $36,000, there is no net sum of money due to Front Sight.

Moreover, the CLA explicitly provides that loan advances and disbursements will only be made in the event that borrower is not in default under any of the terms of the CLA. "Section 3.1 General. **Provided no Default or Event of Default has occurred and is continuing**, the Loan proceeds shall be advanced by the Lender for the benefit of Borrower in accordance with the terms and conditions set forth in this Article III." (Dziubla Decl., Ex. 1, CLA §3.1 (emphasis added).) This is a standard term limiting the obligation of the lender to make any loan disbursements to a borrower who is in default under the terms of the loan agreement. *See*, *Meyers Way Dev. Ltd. P'ship v. Univ. Sav. Bank*, 80 Wash. App. 655, 673, 910 P.2d 1308, 1319 (1996) ("Meyers Way argues that the bank caused the default by failing to tender improvement money after December 1988. The bank had the contractual right to refuse to advance construction monies

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[13] It should also be noted a review of the correspondence upon which Piazza relies in declaring that LVD Fund is holding back $1,000,000, actually refers to pending I-526 applications for *potential* EB5 investors. (*See* Piazza Decl., Ex. 28, pg. 1, bottom of the page).

after the borrowers defaulted.")

Accordingly, because the CLA expressly provides that a condition precedent to allowing loan disbursements is that there be no Event of Default, Plaintiff Front Sight is unlikely to prevail on the merits of its claim for the $1,000,000 because of the existing defaults.

3. Distribution of Funds Would Mandate a Bond of Equal Value

Pursuant to NRCP 65, Section c, "No restraining order or preliminary injunction shall issue except upon the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained. No such security shall be required of the State or of an officer or agency thereof." It is reversible error to not require sufficient security for costs and damages should it be finally determined that the defendant was wrongfully enjoined. *Kettenhofen v. Ricciardi*, 92 Nev. 157, 158, 547 P.2d 685, 685 (1976); *Brunzell Constr. v. Harrah's Club*, 81 Nev. 414, 404 P.2d 902 (1965); *State ex rel. Friedman v. Dist. Ct.*, 81 Nev. 131, 399 P.2d 632 (1965). Accordingly, if the court should require LVD Fund to release any loan proceeds to Front Sight, it respectfully requests that a bond be required in the amount of the advanced funds plus reasonable attorneys' fees and costs.

IV. CONCLUSION

Defendants respectfully submit that Front Sight has not met the procedural requirement necessary to seek reconsideration of a motion, in that it has only submitted the same arguments it presented in the prior motion, coupled with historical bank records that were already in it's possession, or in the exercise of due diligence should have been in its possession prior to the original motion hearing. Moreover, Front Sight has not shown a reasonable likelihood of success on this motion for an accounting because its relationship with Defendant LVD Fund is that of borrower-lender, which does not create a fiduciary duty. Lastly, Plaintiff's motion to compel LVD Fund to advance further loan proceeds must fail because Front Sight being in default under many provisions of the Construction Loan Agreement eviscerates any likelihood of success on the merits. Moreover, injunctive relief is not appropriate with regard to the transfer of money, since Plaintiff has an adequate remedy at law which includes the payment of money damages.

Accordingly, Defendants request that this court deny Plaintiff's motion.

Dated: December 3, 2018

FARMER CASE & FEDOR
2190 E. Pebble Rd., Suite #205
Las Vegas, NV 89123
Telephone: (702) 579-3900

/s/ Kathryn Holbert
KATHRYN HOLBERT, ESQ.
Attorney for Defendants

CERTIFICATE OF SERVICE and/or MAILING

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

DEFENDANTS' OPPOSITION TO PLAINTIFF'S RENEWED MOTION FOR AN ACCOUNTING RELATED TO DEFENDANTS LAS VEGAS DEVELOPMENT FUND LLC AND ROBERT DZIUBLA AND FOR RELEASE OF FUNDS

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

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

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

By:

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

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

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

Dated: December 3, 2018

/s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

Electronically Filed
12/3/2018 11:51 PM
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CLERK OF THE COURT

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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

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 **SUPPLEMENTAL DECLARATION OF DEFENDANT ROBERT DZIUBLA IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S RENEWED MOTION FOR AN ACCOUNTING RELATED TO DEFENDANTS LAS VEGAS DEVELOPMENT FUND LLC AND ROBERT DZIUBLA AND FOR RELEASE OF FUNDS** Date: December 5, 2018 Time: 9:30 a.m.

Case Number: A-18-781084-B

STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN DIEGO)

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

1. I, Robert W. Dziubla, am an individual and a resident of the State of California, County of San Diego.

2. I am a Defendant in this action and am an officer of Defendant Las Vegas Development Fund, LLC ("LVD Fund"), and of the now dissolved Defendant EB5 Impact Advisors, LLC ("EB5IA").

3. I make this Declaration of my personal knowledge, and the matters stated herein are true and correct. If called as a witness herein, I could, and would, testify competently thereto.

4. Attached hereto as Exhibit "A" is a true and correct copy of an email dated May 2, 2018, which I received from Ignatius Piazza ("Piazza"). The subject line for the email is: "clarification of your success fee." This email explains that there are two fees that Front Sight paid when LVD Fund advanced Front Sight loan proceeds from new EB5 investor sources. Piazza refers to these "success fees" as "Agent success fee @$ 20k/investor," and "EB5 Impact success/marketing fee – $8,000 per investor." This confirms the parties' agreement that these performance/success fees were "earned" by securing and distributing loan proceeds. Once the loan funds were wired to Front Sight, LVD Fund and EB5IA had fulfilled their obligations necessary to earn the success fees, and at that point Front Sight paid them. This email correlates with the May 2, 2018 confirmation of wire transfer attached to Exhibit 1 of Plaintiff's Renewed Motion for an Accounting, which identifies $27,708.33 in interest being paid by Front Sight to LVD Fund for the outstanding loan balance, and $56,000 which Piazza has identified on the document as "*marketing fees* paid to Dziubla," although he refers to this amount as "*success fees*" in the attached Exhibit A. Specifically, in the attached email at the bottom of page 1 and on the

top of page 2, Piazza confirms that the $56,000 consists of two $8,000 EB5 Impact success/marketing fees and two Agent success fees @ $20k. Piazza also confirms on the same page that he will be sending the interest payment.

5. Attached hereto as Exhibit "B" is a true and correct copy of a string of emails between me and Piazza, dated February 27, 2018 through March 2, 2018. The subject line is: "Well done Bob!," and they discuss the funds reflected on the March 1, 2018 and March 2, 2018 confirmation of wire transfers attached to Exhibit 1 of Plaintiff's Renewed Motion for an Accounting. They confirm that the $24,000 paid to EB5IA on March 2, 2018 is for three "investor performance payments" to EB5IA and the $60,000 payment to LVD Fund is for three $20,000 "investor performance bonuses." This email further confirms that there are two fees that Front Sight paid when LVD Fund advanced loan proceeds to Front Sight from new EB5 investor sources, and that these fees were earned by virtue of the funds being successfully secured and advanced.

6. Attached hereto as Exhibit "C" is a true and correct copy of a string of emails between me and Ignatius Piazza, dated December 27 through December 30, 2017. The subject line is: "Wire transfer today for $375,000," and they discuss the funds reflected on the December 29, 2017 confirmation of wire transfers attached to Exhibit 1 of Plaintiff's Renewed Motion for an Accounting. They confirm that the $40,000 paid to LVD Fund on December 29, 2017 is for two "investor performance bonuses" and the $8,000 payment to EB5IA is for one "investor success fee," for the procuring and distribution of loan proceeds from two new EB5 investors.

7. Attached hereto as Exhibit "D" is a true and correct copy of a string of emails between me, Jon Fleming, Mike Meacher and Piazza, dated November 21, 2017. The subject line is: "Wire transfer," and they discuss the funds reflected on the November 22, 2017 confirmation of wire transfers attached to Exhibit 1 of Plaintiff's Renewed Motion for an Accounting. They confirm that the $8,000 paid to EB5IA is one "performance bonus for the new investors ($8,000)," and the $90,000 payment to LVD Fund is for "Sudir Shah marketing expenses

($70,000)" and the "Shaw performance compensation ($20,000)." This email further confirms that there are two fees that Front Sight paid when LVD Fund advanced Front Sight loan funds from new EB5 investor sources, and that these fees were earned by virtue of the funds being successfully secured and advanced by LVD Fund.

8. Attached hereto as Exhibit "E" is a true and correct copy of a string of emails between me, Piazza and Mike Meacher, dated February 13, 2018 through February 25, 2018. The subject line is: "Wires for Dziubla," and they discuss the agreement between EB5IA, LVD Fund and Front Sight, that Front Sight is obligated to pay a $20,000 "investor performance bonus" and an $8,000 "performance payment" when LVD Fund secures and disburses new investor funds to Front Sight. In the final email on page 1, Mr. Meacher refers to the monies being paid as "commissions" for funds being disbursed by LVD Fund. This further confirms that these fees were earned each time additional EB5 investor funds were secured and disbursed as loan funds to Front Sight.

I declare under penalty of perjury under the laws of the State of Nevada and the State of California that the foregoing is true and correct, and that this Declaration was executed on December 3, 2018, at Escondido California.

Robert Dziubla

CERTIFICATE OF SERVICE and/or MAILING

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

SUPPLEMENTAL DECLARATION OF DEFENDANT ROBERT DZIUBLA IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S RENEWED MOTION FOR AN ACCOUNTING RELATED TO DEFENDANTS LAS VEGAS DEVELOPMENT FUND LLC AND ROBERT DZIUBLA AND FOR RELEASE OF FUNDS

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

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

Attorneys for Plaintiff
FRONT SIGHT MANAGEMENT, LLC

Marni Rubin Watkins, Esq.
FIDELITY NATIONAL LAW GROUP
1701 Village Center Circle, Suite 110
Las Vegas, Nevada 89134

Attorney for Defendant
CHICAGO TITLE COMPANY

By:

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

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

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

Dated: December 3, 2018

/s/ Kathryn Holbert
An Employee of FARMER CASE & FEDOR

EXHIBIT A

Keith Greer

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Sunday, December 02, 2018 7:28 PM
To: Keith Greer
Subject: FW: clarification on your success fee

From: Ignatius Piazza <ignatius@frontsight.com>
Sent: Wednesday, May 2, 2018 11:20 AM
To: 'Robert Dziubla' <rdziubla@eb5impactcapital.com>
Cc: meacher@frontsight.com
Subject: clarification on your success fee

Bob,
I will be wiring 27,708.33 today to Las Vegas Development Fund for the interest payment to investors.
I will also be wiring success fee funds.

Your math below is correct for the agent success fees of $40,000, but incorrect for the EB5 Impact success fee.

Agent success fee @ $20k / investor = $40,000
EB5 Impact success / marketing fee = $8,000 / investor, plus retroactive payment of $8,000 for March in which no investors were delivered = $24,000

Our agreement is not $8,000 per investor. It is $8,000 per MONTH during a month when an investor is closed.

We agree that if you are not able to close an investor in a month, you can retroactively get the $8,000 for the previous, single, missed month if you close two or more investors in the next month, immediately following the missed month.

So if you miss a month but then close two investors in the immediately following month, you get $16,000. If you close 3 or more investors, you would still only get $16,000 as it is not $8,000 per investor but rather $8,000 per month.

I may have previously given you a one-time only bonus of $8,000 per investor to incentivize a closing of multiple investors during one of the months, but that was a one-time-only deal and not our agreed upon $8,000 per month when an investor is closed during the month agreement. We never had an $8,000 per investor deal PLUS retroactively paying for a month when no investor was closed arrangement.

Hopefully this clears up any further confusion. The agreement has always been, $8,000 per month when an investor is closed in the month, but if you miss a month, we will retroactively pay $8,000 for the previous, single, missed month should you close two or more investors in the month immediately following the missed month. The success fee will remain as originally agreed upon, unless I offer you another special, one time only arrangement to close more investors in a single month.

Hopefully you also have some additional investors lined up for May, June and July.

I will be wiring $56,000 to the account today, plus the interest payment.

Agent success fee @ $20k / investor = $40,000

EB5 Impact success / marketing fee = $8,000 / month plus retroactive payment of $8,000 for March in which no investors were delivered = $16,000

total sum of $56,000 to the following account:

Wire to:	Open Bank 1000 Wilshire Blvd. Suite 100 Los Angeles, CA 900177
AMOUNT:	$56,000
ABA ROUTING #:	122043958
Account Name:	Las Vegas Development Fund, LLC
Account Number:	1226364

Total Control Panel Login

To: keith.greer@greerlaw.biz Remove this sender from my allow list

From: rdziubla@eb5impactcapital.com

You received this message because the sender is on your allow list.

EXHIBIT B

Keith Greer

From: Robert Dziubla <rdziubla@kenworthcapital.com>
Sent: Sunday, December 02, 2018 7:32 PM
To: Keith Greer
Subject: FW: Well done Bob!

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Friday, March 2, 2018 2:26 PM
To: 'Ignatius Piazza' <ignatius@frontsight.com>
Cc: 'Mike Meacher' <meacher@frontsight.com>
Subject: RE: Well done Bob!

Thanks, all three wires received yesterday and today. I assume you received the $125k wire yesterday, yes?

Investor closings this month: one from China possible so far, partially funded. China is just getting opening up for work again after the long Chinese New Year holiday. Two potential prospects in India. We may have some more investors get their I526s approved, but it's always hard to predict with USCIS.

From: Ignatius Piazza [mailto:ignatius@frontsight.com]
Sent: Friday, March 2, 2018 1:06 PM
To: 'Robert Dziubla' <rdziubla@eb5impactcapital.com>
Cc: 'Mike Meacher' <meacher@frontsight.com>
Subject: RE: Well done Bob!

UPDATE:
60K wire went out yesterday before BofA's system went down.
Other two went out this morning.
You should have all three in your account.
What can we expect in investor closings this month?

Sending wires out today.
I believe one made it out before B of A's system went down.
Executive banker will keep trying throughout today t send them all.
You may not get them until tomorrow depending on when their system comes back on line today

From: Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]
Sent: Wednesday, February 28, 2018 1:52 PM
To: 'Ignatius Piazza'
Cc: 'Mike Meacher'
Subject: RE: Well done Bob!

Dear Naish,

Through yesterday, we have wired to FSM $1,125,000 representing EB5 investments from three Chinese investors sourced by Endeavor Shanghai (Kyle and David) at $375k each.

Accordingly, please wire the **$60,000** for Endeavor Shanghai's $20k per investor performance bonus. Please wire these funds to:

Account Name:	**Las Vegas Development Fund, LLC**
Bank:	**Bank of Hope** **2222 West Olympic Boulevard** **Los Angeles, CA 90006**
Routing #:	**122041235**
Account #:	**6400489767**

Also, please wire the **$24,000** as the $8k per investor performance payment to us for these three investors:

Account Name:	**EB5 Impact Advisors, LLC**
Bank:	**Wells Fargo Bank, NA** **776 Tahoe Boulevard** **Incline Village, NV 89450**
Routing #:	**122000247**
Account #:	**7197291581**

Please wire the February interest payment of **$20,222.22** as follows:

Account Name:	**Las Vegas Development Fund, LLC**
Bank:	**Bank of Hope** **2222 West Olympic Boulevard** **Los Angeles, CA 90006**
Routing #:	**122041235**
Account #:	**6400489767**

Because Bank of Hope is withdrawing from the EB5 banking business, we will be moving those accounts to a new bank that we will identify shortly.

The $125k release of the holdback for one investor is in process and should be wired to you within the next couple of days.

I wish we could source 3 – 4 investors per month, but I think it quite unlikely given that no senior construction loan has been signed. Please advise status of that as the Loan Amendment had a deadline of today.

Bob

From: Ignatius Piazza [mailto:ignatius@frontsight.com]
Sent: Tuesday, February 27, 2018 6:15 PM
To: rdziubla@eb5impactcapital.com
Cc: 'Mike Meacher' <meacher@frontsight.com>
Subject: Well done Bob!

Bob,

Receive the 750K in wires today.
I understand another $125 is coming tomorrow from one of the investors who received USCIS approval.

Well done!

If you can make 3-4 investors happen every month, month after month we will be very pleased with your performance.

I will wire the interest payment and commissions on Thursday.

Please send me a confirmation sheet with all the amounts (interest payment, your commission, Kyle and David's commission and the specific wire coordinates for each.

I understand there are some bank account changes so I want to make sure the wires are sent properly.

Naish

Total Control Panel Login

To: keith.greer@greerlaw.biz
From. rdzlubla@kenworthcapital.com

Message Score: 35
My Spam Blocking Level: Custom

Block this sender
Block kenworthcapital.com

High (60): Pass
Medium (75): Pass
Low (90): Pass
Custom (85): Pass

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EXHIBIT C

Keith Greer

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Sunday, December 02, 2018 7:42 PM
To: Keith Greer
Subject: FW: Wire transfer today for $375k

From: Ignatius Piazza <ignatius@frontsight.com>
Sent: Saturday, December 30, 2017 8:19 PM
To: 'Robert Dziubla' <rdziubla@eb5impactcapital.com>
Cc: 'Mike Meacher' <meacher@frontsight.com>; jfleming@eb5impactcapital.com
Subject: RE: Wire transfer today for $375k

The key word is **the subsequent month** as in the singular month that followed a singular dry month, not any month in the past that you did not provide an investor.
You did not have a dry spell the previous month.
You delivered an investor in November. But only 1 and were in fact paid $8,000 in November. I do not believe you have delivered any other investors for quite some time previous to that.
Therefore, you are only entitled to the one payment of $8,000 for December.
Had you delivered three investors in November, you would have only received $8,000 because you had not provided an investor for quite some time.

Had November been a dry month, but you had delivered at least one investor in October, based on #7 below, then yes, under the description, two investors in December , would have entitled you an additional $8,000 in December to make up for the dry month in November.

If you recall, the intent was that you and John were going to use the $8,000 each month as a marketing fund.
Are you doing any with the $8,000 Bob?
I agreed to pay the $8,000 per month as long as you provided at least one investor each month.
You brought up the "what if" situation that you could be marketing every month but have a month where no investor was produced.
I then agreed that is you went one month without an investor but then had two or more investors the next month, I would make up the $8,000 fee on the previous month.
I never agreed to go back more than one month.
This also seems to be a moot point since we are now paying Dr. Shah, David, kyle and whoever else you have on the ground in India and China a $20,000 PER INVESTOR marketing fee, on top of already paying David and Kyle $60,000 in marketing fees but they have not produced a thing.
Let's not forget the $70,000 we just paid Dr. Shah.
So please tell me Bob. What marketing have you done with the $16,000 I have paid you over the last two months.
I'm not trying to be a wiseass. I really would like to know what you and John are doing in terms of marketing, on top of what we are paying Shah, David and Kyle to do?
Do you have any receipts to show what the $16,000 has been used for in terms of marketing?
Again, not trying to be a prick. I think my request for proof of marketing is reasonable.
Thanks.
I hope you and John and Dr. Shah and David and Kyle can put this EB5 marketing and all the fees we are paying into steroids mode and create a regular monthly stream of at least 5 investors per month. That does not seem like too much to ask, considering all we have paid your agents so far.
Naish

From: Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]
Sent: Saturday, December 30, 2017 2:31 PM
To: 'Ignatius Piazza'
Cc: 'Mike Meacher'; jfleming@eb5impactcapital.com
Subject: RE: Wire transfer today for $375k

Hi Naish,

You're welcome. Please refer to your email of November 15, 2016, to me. In paragraph 7 of your email, you confirmed that:

"7. If you have a dry spell and don't disburse funds from an investor in **one month** but disburse funds from 2 or more investors in the subsequent month, we will then credit the surplus investor(s) to the prior month(s) and make up the $8k payment(s) so long as there's a disbursement equal to one investor per month."

This is precisely the case at hand.

Thanks,

Bob

From: Ignatius Piazza [mailto:ignatius@frontsight.com]
Sent: Saturday, December 30, 2017 11:36 AM
To: 'Robert Dziubla' <rdziubla@eb5impactcapital.com>
Cc: 'Mike Meacher' <meacher@frontsight.com>; jfleming@eb5impactcapital.com
Subject: RE: Wire transfer today for $375k

Thanks Bob.
I appreciate you closing two investors in the month of December.
We were hoping for 10 or more, but two in a month is better than what you have delivered for some time.
Hopefully all your agents, Dr. Shah, David and Kyle will light some fires in 2018 and bring us multiple investors each month.
My recollection is we pay $8,000 per month on the months that you bring us an investor, not $8,000 per investor.
Remember that you needed a marketing budget and I agreed I would pay $8,000 per month anytime you brought us an investor in that month. I do not believe it was ever $8,000 per investor.
I spoke with Mike Meacher and his recollection was the same as mine.
If you have documentation to the contrary please provide it.
Naish

From: Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]
Sent: Saturday, December 30, 2017 10:59 AM
To: 'Ignatius Piazza'
Cc: Mike Meacher; jfleming@eb5impactcapital.com
Subject: RE: Wire transfer today for $375k

Thanks for sending the various wires yesterday. I see that the wire to us for the $8k per-investor success fee was for just one instead of the two that we funded. Please wire the remaining $8k.

Happy New Year 2018!

From: Ignatius Piazza [mailto:ignatius@frontsight.com]
Sent: Wednesday, December 27, 2017 8:18 PM
To: 'Robert Dziubla' <rdziubla@eb5impactcapital.com>
Subject: RE: Wire transfer today for $375k

Thanks.
I will be at the bank on Friday and will take care of it then, along with the Jan 1 interest payment.

From: Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]
Sent: Wednesday, December 27, 2017 4:00 PM
To: Mike Meacher
Cc: Ignatius Piazza; Jon Fleming
Subject: Wire transfer today for $375k

Dear Mike,

As discussed yesterday on the phone, today we wired the next Indian investor's $375k to Front Sight. That makes two Indian investors funded over the past few days.

Please send us two wires , one for $40,000 for Dr. Shah's $20k per-investor performance bonus on the two new investors we funded over the past several days, plus the $8k per-investor success fee for us. Please wire these funds as follows:

$40,000 for Dr. Shah:

Account Name:	**Las Vegas Development Fund, LLC**
Bank:	**Bank of Hope** **2222 West Olympic Boulevard** **Los Angeles, CA 90006**
Routing #:	**122041235**
Account #:	**6400489767**

$16,000 for us:

Account Name:	**EB5 Impact Advisors, LLC**
Bank:	**Wells Fargo Bank, NA** **776 Tahoe Boulevard** **Incline Village, NV 89450**
Routing #:	**122000247**
Account #:	**7197291581**

We hope you are enjoying your hikes across Utah and Arizona and that Naish has been enjoying his Christmas time with family!

Thanks,

Bob

To: keith.greer@greerlaw.biz Remove this sender from my allow list
From: rdziubla@ebSImpactcapital.com

You received this message because the sender is on your allow list.

EXHIBIT D

Keith Greer

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Monday, December 03, 2018 9:28 AM
To: Keith Greer
Subject: FW: Wire Transfer

From: Jon Fleming <jon.fleming@legacyreceiver.com>
Sent: Monday, December 3, 2018 8:36 AM
To: Bob Dziubla <rdziubla@eb5impactcapital.com>
Subject: FW: Wire Transfer

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Tuesday, November 21, 2017 12:04 PM
To: 'Jon Fleming' <jfleming@EB5impactcapital.com>
Subject: RE: Wire Transfer

Jon,

Naish is out today but intends to do all these wires tomorrow.

What is the status of the next Indian investor that was to fund this week? Will it fund today, tomorrow or Friday?

Thanks,

Mike
Meacher@frontsight.com
702-425-6550

From: Jon Fleming [mailto:jfleming@EB5impactcapital.com]
Sent: Tuesday, November 21, 2017 12:02 PM
To: 'Mike Meacher'
Cc: Bob Dziubla
Subject: Wire Transfer

Mike,

I am just touching base regarding the wire transfer for the Sudhir Shah marketing expenses ($70,000), the Shah performance compensation ($20,000) and the
Jon & Bob performance bonus for the new investor ($8,000). Can you update us on the timing?

Thanks,

Jon

Total Control Panel Login

To: keith.greer@greerlaw.biz Remove this sender from my allow list

From: rdziubla@eb5impactcapital.com

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EXHIBIT E

Keith Greer

From: Robert Dziubla <rdziubla@eb5impactcapital.com>
Sent: Sunday, December 02, 2018 7:32 PM
To: Keith Greer
Subject: FW: Wires for Dziubla

From: Ignatius Piazza <ignatius@frontsight.com>
Sent: Sunday, February 25, 2018 2:45 PM
To: 'Mike Meacher' <meacher@frontsight.com>
Cc: rdziubla@eb5impactcapital.com
Subject: RE: Wires for Dziubla

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Sunday, February 25, 2018 2:24 PM
To: Ignatius Piazza
Subject: FW: Wires for Dziubla

Your incentive has apparently worked. See below.

Confirm back about the commissions. I think both are correct if you get the funds before the end of the month.

From: Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]
Sent: Sunday, February 25, 2018 2:21 PM
To: 'Mike Meacher'
Subject: RE: Wires for Dziubla

Mike,

Further to this email chain, I should be able to wire another $750k either tomorrow, Monday, or on Tuesday, assuming that all goes according to plan. In that case, we will have funded three investors during February, Front Sight has agreed to pay to our agents $20k for each investor plus, for February, $8k for each investor to EB5 Impact Advisors. Therefore, upon receipt of the $750k wire, please have FSM transfer as follows:

$60k to Las Vegas Development Fund account at Bank of Hope

$24k to EB5 Impact Advisors account at Wells Fargo

Please advise immediately if FSM disagrees with any of the above payments.

Thanks,

Bob

PS – please note that we will be moving all of our EB5 accounts from Bank of Hope sometime over the next month or so, as their management has decided to exit that line of banking because of the regulatory compliance burdens.

From: Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]
Sent: Friday, February 23, 2018 11:47 AM
To: 'Mike Meacher' <meacher@frontsight.com>
Subject: RE: Wires for Dziubla

Mike

I am trying hard to meet that hoped-for timing.

Most folks in China should be back to work on Monday, so hopefully they'll be able to give me confirmation of at least one, and perhaps two, I526 filings and receipts by USCIS.

Have a good weekend.

Bob

From: Mike Meacher [mailto:meacher@frontsight.com]
Sent: Friday, February 23, 2018 8:47 AM
To: Robert Dziubla <rdziubla@eb5impactcapital.com>
Subject: Wires for Dziubla

Bob,

Naish was waiting for the funding from the second or third investor before the end of the month so he could wire everything including the interest payment with one visit to the bank.

See if you, Kyle and David can get funding for one or both of these investors in before next Wednesday.

All payments will be made on the 28th.

Mike

From: Robert Dziubla [mailto:rdziubla@eb5impactcapital.com]
Sent: Thursday, February 22, 2018 3:19 PM
To: Mike Meacher
Subject: RE: Wire for $375k

Hi Mike,

Please advise when we will receive these two wires. Kyle and David in particular are asking, as it has been over a week.

Thanks,

rdziubla@gmail.com mailto:rdziubla@gmail.com

To: 'Robert Dziubla' <rdziubla@eb5impactcapital.com>

mailto:rdziubla@eb5impactcapital.com

meacher@frontsight.com

Total Control Panel Login

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12/6/2018 7:31 AM
Steven D. Grierson
CLERK OF THE COURT

ORDR

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

FRONT SITE MANAGEMENT LLC, Plaintiff(s), vs. LAS VEGAS DEVELOPMENT FUND LLC, ET AL, Defendant(s).	CASE NO.: **A-18-781084-B** DEPT. NO.: **XVI** Settlement Judge: **Elizabeth Gonzalez** Department: **XI** Date: **12/19/18** Time: **10:30am**

ORDER SETTING SETTLEMENT CONFERENCE

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

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

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

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

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

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

DATED this 5th day of December, 2018,

Elizabeth Gonzalez, District Court Judge

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CLERK OF THE COURT

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Certificate of Service

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

John P Aldrich, Esq. (Aldrich Law Firm)

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

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

Dan Kutinac, JEA, District Court Dept XI