

UNITED STATES BANKRUPTCY COURT

District of NEVADA

In re FRONT SIGHT MANAGEMENT, LLC
Debtor

Case No. 22-11824-ABL

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff
v.

Adv. Proc. No.

Defendant

AMENDED SUBPOENA TO TESTIFY AT A DEPOSITION IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: FRONT SIGHT MANAGEMENT, LLC, Pursuant to F.R.C.P. 30(b)(6)
(Name of person to whom the subpoena is directed)

Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this bankruptcy case (or adversary proceeding). If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment: PLEASE SEE ATTACHED EXHIBIT A.

Table with 2 columns: PLACE (Jones Lovelock, 6600 Amelia Earhart Court, Suite C, Las Vegas, NV 89119) and DATE AND TIME (January 24 and 26, 2023 at 9:30 a.m.)

The deposition will be recorded by this method: Audio and /or video technology in addition to stenographically, and will continue day to day until completed.

Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 01-12-2023

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Andrea M. Champion, Esq.
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Las Vegas Development Fund, LLC who issues or requests this subpoena, are: Brian D. Shapiro, Esq., 510 S. 8th Street, Las Vegas, NV 89101 brian@brianshapiro.com; 702-386-8600 Andrea Champion, Esq. 6600 Amelia Earhart Court, Suite C, Las Vegas NV 89101, achampion@joneslovelock.com 702-805-8450

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

EXHIBIT A

Pursuant to FRCP 30(b)(6), Front Sight Management, LLC shall designate one or more officers, directors, managing agents, or other persons who consent to testify on its behalf as to all facts and other information known or reasonably available relating to the topics set forth below.

DEFINITIONS

1. “Front Sight” or “You” means Front Sight Management, LLC.
2. “Defendants” mean Las Vegas Development Fund, LLC, Robert Dziubla, Jon Fleming, Linda Stanwood, EB5 Impact Advisors, LLC, EB5 Impact Capital Regional Center, LLC, collectively.
3. “LVDF” or “Lender” means Las Vegas Development Fund, LLC.
4. “Dziubla” means Robert Dziubla.
5. “Fleming” means Jon Fleming.
6. “Stanwood” means Linda Stanwood.
7. “EB5IA” means EB5 Impact Advisors, LLC.
8. “EB5IC” means EB5 Impact Capital Regional Center, LLC.
9. “Complaint” means the Second Amended Complaint You filed on January 4, 2019 in *Front Sight Management LLC v. Las Vegas Development Fund LLC*, Eighth Judicial District Court, Case No. A-18-781084-B which has been subsequently removed under Adversary Action 22-011116-ABL.
10. “Answer” means the Answer to Plaintiff’s Second Amended Complaint, filed by Defendants on June 4, 2020.
11. “Counterclaim” means the First Amended Counterclaim filed by LVDF on June 4, 2020.
12. “Answer to Counterclaim” means Counterdefendant Front Sight’s Answer to Counterclaim, filed on October 14, 2020.
13. “Adversary Action” means the *Front Sight Management LLC v. Las Vegas Development Fund LLC* matter, originally filed in the Eighth Judicial District Court as Case No.

A-18-781084-B which has been subsequently removed to the Bankruptcy Court as Adversary Action 22-011116-ABL

14. “Proof of Claim” means the Proof of Claim filed by LVDF on August 8, 2022 as ECF No. 284 in Bankruptcy Case No. 22-11824-ABL, and any amendments or supplements thereto.

15. “Objection to Claim” means the Objection to Claim of L Vegas Development Fund, LLC, dated September 29, 2022, Joinder in Debtor’s Objection to Claim of Las Vegas Development Fund, LLC, dated October 21, 2022, and Amended Objection to Claim No. 284 Filed by Las Vegas Development Fund, LLC, dated December 30, 2022 filed in Bankruptcy Case No. 22-11824-ABL at ECF Nos. 393, 446, and 628 and any amendments or supplements thereto.

16. “VNV I” means VNV Dynasty Trust I.

17. “VNV II” means VNV Dynasty Trust II.

18. “VNV Trusts” means VNV Dynasty Trust I and VNV Dynasty Trust II, collectively.

19. “Mr. Piazza” means Ignatius A. Piazza II.

20. “Mrs. Piazza” means Jennifer Piazza.

21. “Morales Parties” means Morales Construction, Inc., All American Concrete & Masonry Inc., Top Rank Builders Inc., Efrain Rene Morales-Moreno, collectively.

22. “Morales Construction” means Morales Construction, Inc.

23. “All American” means All American Concrete & Masonry Inc.

24. “Top Rank” means Top Rank Builders Inc.

25. “Morales” means Efrain Rene Morales-Moreno.

26. “Morales Line of Credit” means the Loan Agreement – Construction Line of Credit, executed by Front Sight and the Morales Parties on or around October 31, 2017.

27. “Meacher” means Michael Gene Meacher.

28. “Engagement Letter” means the February 13, 2012 Engagement Letter.

29. “CLA” means the Construction Loan Agreement dated October 6, 2016, between

Front Sight and LVDF.

30. “Project” means the construction of the Front Sight Resort & Vacation Club and an expansion of the facilities and infrastructure of the Front Sight Firearms Training Institute located in a 550-acre site in Pahrump, Nevada, and as more specifically defined in the CLA.

31. Unless otherwise specified, each of the topics is limited to the time frame of August 2012 to the present.

32. “Communication” and/or “Communications” is used in the broadest sense and includes, but is not limited to, any oral or written transmittal of information or request for information made from one person to another, whether made in person, by telephone or by any other means, or a document made for the purpose of recording a communication, idea, statement, opinion or belief.

33. “Relating to,” “Related to,” “Relates to,” “Relates,” “Reflects,” “Refers,” “Referring to,” “In relating to,” and “Referred to” means pertaining, concerning, regarding, depicting, memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating, describing, discussing, refuting, or contradicting in any way, directly or indirectly.

34. The term “and” includes the term “or,” and the term “or” includes the term “and.”

35. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender includes the masculine and neuter. Similarly, singular references include the plural, and plural references include the singular.

TOPICS FOR NRCP 30(b)(6) DEPOSITION

1. Your Complaint and Answer to Counterclaim, filed in the Adversary Action, with emphasis on:

- a. The factual basis for Your first claim for relief for Fraud/Intentional Misrepresentation/Concealment;
- b. Identifying each alleged misrepresentation by Defendants, including who made said misrepresentation(s), when said misrepresentation(s) were made, and the facts demonstrating that said representation(s) were false;

- c. Your reliance, if any, on Defendants' alleged misrepresentations;
- d. The factual basis for Your third claim for relief for Conversion;
- e. Identifying each time You contend Defendants wrongfully asserted dominion over Your property, including but not limited to misappropriating and spending Your money advances for purposes other than that for which it was intended;
- f. The factual basis for Your fourth claim for relief for Civil Conspiracy;
- g. Dziubla, Fleming, and Stanwood's individual involvement in said alleged conspiracy and actions each took in furtherance of said conspiracy;
- h. The factual basis for Your fifth claim for relief for Breach of Contract;
- i. Identification of each alleged breach of the February 2013 engagement letter by EB5IA;
- j. Identification of each alleged breach of the CLA by LVDF;
- k. The factual basis for Your sixth claim for relief for Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing;
- l. The factual basis for Your Eighth claim for relief for Intentional Interference with Prospective Economic Advantage;
- m. Identification of each prospective relationship that was damaged as a result of Defendants' alleged conduct;
- n. The factual basis for Your tenth claim for relief for Negligent Misrepresentation;
- o. Identifying each alleged misrepresentation by EB5IA and Dziubla regarding their ability to raise capital for the Project;
- p. The damages You contend you suffered as a result of Defendants' conduct and a detailed explanation of how You are calculating Your damages;
- q. The basis for Your request for an award of attorneys' fees;
- r. The basis for Your request for an award of punitive damages;
- s. The facts/documents related to the negotiation and execution of the Morales Line of Credit

- t. Front Sight's representations to its members that it would turn over the business to its members;
 - u. Front Sight's sale of Front Sight points or credits or any variant thereof to its members;
 - v. That portion of your Answer to the Counterclaim that relates to the Morales Line of Construction and the related fraud claim; and
 - w. Your affirmative defenses to the fraud claim or that portion of the Counterclaim that relates to the Morales Line of Construction.
2. Your Objection to Claim, with emphasis on:
- a. Identifying each alleged misrepresentation by Defendants, including who made said misrepresentation(s), when said misrepresentation(s) were made, and the facts demonstrating that said misrepresentation(s) were false;
 - b. The factual basis for Your contention that You were entitled to additional disbursements from LVDF;
 - c. The basis for Your contention that the CLA was not conditioned upon LVDF having raised the funds through EB-5 investors or other sources;
 - d. Requests for disbursement(s) made by YOU under the CLA;
 - e. When You first accused LVDF of breach and fraud in the inducement, including all facts, communications and documents regarding the same;
 - f. The factual basis for Your contention that LVDF breached the CLA;
 - g. Your claim(s) for offset;
 - h. Your fees and costs incurred related to the Adversary Action to date;
 - i. The loss of momentum You allegedly suffered in completing the Project;
 - j. The loss of member confidence You allegedly suffered;
 - k. The reduction in membership sales and the reasons therefor;
 - l. Your difficulties to obtain additional financing to complete the Project;

- m. Your claimed damages and lost opportunity costs due to LVDF's alleged breach of the CLA;
 - n. The factual basis for Your claimed offset for the amount(s) paid to a Defendant other than LVDF;
 - o. The factual basis for Your contention that the CLA is an illusory contract;
 - p. The factual basis for Your contention that Defendants stopped marketing the Project to potential EB-5 investors;
 - q. The factual basis for Your contention that LVDF failed to provide testimony and documents in response to Your requests;
 - r. The factual basis for any contention You may have that LVDF's fees and costs are not recoverable and/or are unreasonable; and
 - s. The factual basis for Your contention that You paid LVDF approximately \$522,000.
3. The following declarations of Ignatius Piazza executed on Your behalf in the Adversary Action, including the factual basis for the same:
- a. The October 4, 2018 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 Accounting; and
 - b. The July 18, 2022 Declaration of Dr. Ignatius Piazza in Support of Motion for Reconsideration Pursuant to Federal Rule of Civil Procedure 54(B), AECF No. 73;
4. The following declarations of Ignatius Piazza executed on Your behalf in the Bankruptcy Action, including the factual basis for the same:
- a. The May 24, 2022 Omnibus Declaration of Ignatius Piazza in Support of First Day Motions, ECF No. 14;
 - b. The September 29, 2022 Declaration of Ignatius Piazza in Support of Debtor's Objection to Claim of Las Vegas Development Fund, LLC, ECF No. 394; and

- c. The December 30, 2022 Declaration of Ignatius Piazza in Support of Amended Objection to Claim No. 284 Filed by Las Vegas Development Fund, LLC, ECF No. 629.
5. Your efforts to collect and produce all relevant and responsive documents in the Adversary Action, pre-reorganization.
6. The following written discovery responses served by You in the Adversary Action:
 - a. Plaintiff's Supplemental Answers to Defendants' First Set of Interrogatories, served September 3, 2020;
 - b. Plaintiff's Answers to Defendants' Second Set of Interrogatories, served July 30, 2020;
 - c. Plaintiff/Counterdefendant Front Sight Management LLC's Answers to Defendant Robert W. Dziubla's Second Set of Interrogatories, served January 8, 2021;
 - d. Plaintiff/Counterdefendant Front Sight Management LLC's Answers to Defendant EB5 Impact Capital Regional Center LLC's Second Set of Interrogatories, served January 8, 2021;
 - e. Plaintiff/Counterdefendant Front Sight Management LLC's Answers to Defendant EB5 Impact Advisors LLC's Second Set of Interrogatories, served January 8, 2021;
 - f. Plaintiff/Counterdefendant Front Sight Management LLC's Answers to Defendant Jon Fleming's Second Set of Interrogatories, served January 8, 2021;
 - g. Plaintiff/Counterdefendant Front Sight Management LLC's Answers to Defendant Linda Stanwood's Second Set of Interrogatories, served January 8, 2021;
 - h. Plaintiff/Counterdefendant Front Sight Management LLC's Answers to Defendant Las Vegas Development Fund LLC's Third Set of Interrogatories, served January 8, 2021;
 - i. Plaintiff's Second Supplemental Answers to Defendants' First Set of Interrogatories, served January 28, 2021;

- j. Plaintiff/Counterdefendant Front Sight Management LLC's Answers to Defendant Las Vegas Development Fund LLC's Fourth Set of Interrogatories, served December 8, 2021; and
 - k. Any forthcoming responses by Front Sight to Las Vegas Development's Second Requests for Production of Documents, served on December 16, 2022.
7. Membership in Front Sight, with emphasis on:
 - a. Newsletters sent out on Your behalf related to and/or referencing Defendants and/or the Adversary Action, with emphasis on:
 - i. Extremely Confidential Front Sight Members Only Emergency Action Alert, previously produced as A-021835-21844;
 - ii. Extremely Confidential Front Sight Members Only Enemy Update # 7, previously produced as A-031099-031110;
 - iii. Extremely Confidential Front Sight Members Only Enemy Update # 7, previously produced as A-031147-031159; and
 - iv. Front Sight is Restructuring Our Policies, Procedures, and Fees, previously produced as A-031391-031405;
 - b. Your efforts to raise money from Your members through the newsletters to Your members related to and/or referencing Defendants and/or the Adversary Action, including but not limited to, the amount of money raised by members in response to the same;
 - c. Member dissatisfaction and complaints by members as represented to the U. S. Bankruptcy Court including, but not limited to, the impact of said dissatisfaction and/or complaints on You.
8. Pre-litigation requests made by You to Defendants for an accounting.
9. Post-litigation requests made by You for an accounting and Defendants' accountings in the Adversary Action, with emphasis on:
 - a. The basis for any contention You may have that Defendants' accounting(s) are deficient;

- b. Identification of specific expenditures that you believe are false and/or improper.
10. Your pre-organization management, including but not limited to:
 - a. Identification of employees and/or managers authorized to speak on Your behalf; and
 - b. Compensation of employees and/or managers.
 11. Identification of all owners of Front Sight pre-reorganization.
 12. The jobs You contend were created related to the Project (and as contemplated by the CLA), with emphasis on:
 - a. The number of jobs You contend were created related to the Project;
 - b. The job description and job duties for those jobs You contend were created related to the Project; and
 - c. The documents that reflect the jobs You contend were created.
 13. Compensation and/or payments of any kind, including payments in kind, made to Mr. Piazza, with emphasis on:
 - a. What compensation and/or payments were made to Mr. Piazza;
 - b. The purpose or reason for the compensation and/or payment;
 - c. The mode of compensation and/or payment; and
 - d. Whether or not the compensation and/or payment was repaid and if so, when.
 14. Compensation and/or payments of any kind made to Mrs. Piazza, with emphasis on:
 - a. What compensation and/or payments were made to Mrs. Piazza;
 - b. The purpose or reason for the compensation and/or payment;
 - c. The mode of compensation and/or payment; and
 - d. Whether or not the compensation and/or payment was repaid and if so, when.
 15. Compensation and/or payments of any kind made to Meacher, with emphasis on:
 - a. What compensation and/or payments were made to Mr. Meacher;
 - b. The purpose or reason for the compensation and/or payment; and

- c. The mode of compensation and/or payment.
16. Compensation and/or payments of any kind to the VNV Trusts, with emphasis on:
 - a. What compensation and/or payments were made to the VNV Trusts;
 - b. The purpose or reason for the compensation and/or payment;
 - c. The mode of compensation and/or payment; and
 - d. Whether or not the compensation and/or payment was repaid and if so, when.
17. Any loan agreement(s) between You and the VNV Trusts including:
 - a. The terms of said loan agreement(s);
 - b. Documents related to said loan agreement(s); and
 - c. Payments made under said loan agreement(s).
18. Your internal communications prior to the execution of the CLA regarding Defendants and/or the CLA, including but not limited to:
 - a. Communications between Mr. Piazza and Mr. Meacher; and
 - b. Whether You consulted with legal counsel regarding Defendants and/or the CLA.
19. Documents and information You considered prior to the execution of the CLA, including but not limited to:
 - a. Efforts to conduct due diligence on the Defendants prior to the execution of the CLA;
 - b. Efforts to research and/or to conduct due diligence on the EB-5 industry;
 - c. Contact and/or efforts you made to contact other regional centers prior to or after the signing of the Engagement Letter;
 - d. Efforts to contact and/or conduct due diligence with regard to Empyrean West, Liberty West, Dave Keller and/or Jay Carter' and
 - e. Your retention of any attorneys or third-parties related to the execution of the CLA.
20. Your plans for the Project, with emphasis on:
 - a. Executive Summaries for Your contemplated project that You prepared prior to LVDF's involvement;

- b. Your involvement and/or knowledge of plans submitted to USCIS;
- c. Any alternations to plans for the Project after plans were submitted to USCIS; and
- d. Any submissions of plans for approval or approval of plans.

21. Communications with Defendants regarding the parties' performance under the CLA between the execution of the CLA and the filing of the Complaint. This request includes, but is not limited to, oral communications between the parties.

22. Communications with Defendants regarding the parties' performance under the February 2013 engagement letter.

23. Communications with Defendants regarding their efforts to solicit EB-5, and potential EB-5 investors for the Project between the execution of the February 2013 engagement letter and the filing of the Complaint.

24. The efforts You made to solicit potential investors for the Project between the execution of the February 2013 engagement letter and the filing of the Complaint.

25. Your involvement in drafting and providing information to be provided to potential investors for the Project, including but not limited to, the PPM, the Project Pro Forma, responses to inquiries from potential investors, the powerpoint presentation to potential investors, and the video regarding the Project.

26. Communications and/or meetings You had with potential investors for the Project between the execution of the February 2013 engagement letter and the filing of the Complaint, with emphasis on:

- a. Visits by potential investors to the Property and/or Project; and
- b. Responses to inquiries from potential investors.

27. The efforts You made to identify and retain third parties to help market the Project to potential investors, with emphasis on:

- a. Your recommendation that Ted Carlson, Keith Henderman, and Fely Quiteris market the Project to potential investors;
- b. Communications You had with Ted Carlson, Keith Henderman, and Fely Quiteris

regarding the Project and/or their efforts to market the Project to potential EB-5 investors; and

- c. Communications with Defendants regarding Ted Carlson, Keith Henderman, and Fely Quiteris' ability to produce potential EB-5 investors for the Project.

28. Communications and/or meetings You had with foreign placement consultants, including but not limited to Dr. Shah, Endeavor Shanghai (Kyle Scott), Celinka and George (Sunnyway), and Sinowel, with emphasis on:

- a. Meetings You had with the foreign placement consultants;
- b. Representations made by the foreign placement consultants to You regarding the potential to market the project to potential EB-5 investors;
- c. Visits by foreign placement consultants to the Property and/or Project; and
- d. Your responses to inquiries made by foreign placement consultants regarding the Project and/or You.

29. The efforts You made to finance the Project prior to the CLA.

30. The efforts You made following the execution of the CLA to finance the Project, including efforts to comply with the Senior Debt obligation in the CLA and any efforts to obtain other financing that would not qualify as Senior Debt under the CLA.

31. Work completed on the Project following the execution of the CLA.

32. Expenditures You contend were spent on the Project pursuant to the CLA.

33. The amendments to the CLA, with emphasis on: what was amended, the purpose or reason for the amendment, who negotiated the amendment, and the communications regarding the amendment.

34. Your obligations to obtain Senior Debt under the CLA, with emphasis on:

- a. Your contractual obligations to obtain Senior Debt;
- b. Efforts You made to obtain Senior Debt; and
- c. Communications with Defendants and/or any third parties regarding Your obligations to obtain Senior Debt.

35. Your record keeping policies pre-reorganization.
36. The destruction of any documents including but not limited to, documents destroyed through a Santa Rosa Wildfire.
37. Communications with the Morales Parties, related but not limited to:
 - a. The CLA;
 - b. Your obligations under the CLA;
 - c. Your obligations to obtain Senior Debt;
 - d. Your efforts to fund the Project prior to the CLA;
 - e. The CLA with Defendants and/or Defendants obligations to raise money for the Project;
 - f. The potential for the Morales Parties to loan You money for the Project;
 - g. Negotiations and/or execution of the Morales Line of Credit;
 - h. The terms of the Morales Line of Credit;
 - i. The parties' anticipated performance and/or use of the Morales Line of Credit.
38. Identification of each and every person working on Your behalf that was involved in the negotiation, execution, and/or performance under the Morales Line of Credit.
39. The facts and/or documents You received from the Morales Parties prior to the execution of the Morales Line of Credit regarding Defendants, the CLA, the Project, and the Morales Parties financial ability to extend the Morales Line of Credit.
40. Your utilization of the Morales Line of Credit.
41. Your non-privileged communications with the experts You disclosed in the Adversary Action, including:
 - a. Whether You communicated directly with any experts without counsel and the substance of those communications;
 - b. Communications with experts related to their compensation;
 - c. Communications with experts regarding facts or data provided to the experts to consider in forming their opinions; and

d. Communications with experts regarding assumptions provided to the experts to be relied on in forming their opinions.

42. Your obligations under Section 5.10 of the CLA regarding EB-5 documentation, with emphasis on:

a. All documents You provided to Defendants in compliance with Section 5.10 of the CLA; and

b. Your preparation of GAAP financial records.

43. The basis for Your contention that the Holecek loan was a “bridge loan” that You obtained in contemplation of receiving EB-5 financing and as permitted under USCIS regulations and that You could re-pay the Holecek loan using proceeds from the CLA.

44. Communications with Defendants regarding the Holecek loan and Your ability to re-pay the Holecek loan using proceeds from the CLA.

Oral examination will continue from day to day, on mutually agreeable dates, until completed. You are invited to attend and participate.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) Contempt. The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.