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 10 *Front Sight Management LLC*

11 **UNITED STATES BANKRUPTCY COURT**
 12 **FOR THE DISTRICT OF NEVADA**

13 In re: 14 FRONT SIGHT MANAGEMENT LLC, 15 Debtor.	Case No.: 22-11824-ABL Chapter 11
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16 **NOTICE OF DEPOSITION OF THE FRCP 30(B)(6) DESIGNEE OF LAS VEGAS**
 17 **DEVELOPMENT FUND, LLC**

18 PLEASE TAKE NOTICE that on the 31st day of March, 2023, beginning at 9:30 a.m.,¹ at
 19 the office of Garman Turner Gordon LLP, 7251 Amigo Street, Suite 210, Las Vegas, Nevada
 20 89119, Reorganized Debtor Front Sight Management LLC, by and through its counsel, the law
 21 firm of Garman Turner Gordon LLP, will take the deposition of the Federal Rule of Civil
 22 Procedure 30(b)(6) designee of Las Vegas Development Fund, LLC regarding the topics identified
 23 on **Exhibit 1** attached hereto, pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure,
 24 made applicable to the above-captioned case pursuant to Rules 7026 and 7030, before a Notary
 25 Public, or before some other officer authorized by the law to administer oaths.

26 Oral examination, if not completed on the specified date, will continue from day to day
 27

28 ¹ Or on a date and time mutually agreeable to the parties.

1 excluding Sundays and Holidays, until completed. The testimony of the deposition will be
2 recorded *via* stenographic means and video recording.

3 DATED this 3rd day of March, 2023.

4 GARMAN TURNER GORDON LLP

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6 By: /s/ Teresa M. Pilatowicz
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12 *Attorneys for Reorganized Debtor Front*
13 *Sight Management LLC*
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EXHIBIT 1

EXHIBIT 1

EXHIBIT A

Pursuant to Fed. R. Civ. P. 30(b)(6), made applicable to these proceedings pursuant to Fed. R. Bank. P. 7030, Las Vegas Development Fund, LLC shall designate one or more 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. “Affiliate” shall be ascribed the definition set forth in 11 U.S.C. § 101(2).
2. “Amended Claim” means the Amended Proof of Claim filed by LVDF on December 23, 2022 as in Bankruptcy Case No. 22-11824-ABL, and any amendments or supplements thereto.
3. “Communication(s)” shall mean, without limitation, any transmittal, conveyance or exchange of a word, statement, fact, thing, idea, document, instruction, information, demand, question or other information by any medium, whether by written, oral or other means, including but not limited to personal conversations, written correspondence, memoranda, letters, reports, publications, electronic communications, text messaging, instant messaging, messages via social media and electronic mail.
4. “CLA” means the Construction Loan Agreement dated October 6, 2016, between Front Sight and LVDF, and amendments thereto.
5. “Date” means the exact day, month, and year, if known, or if not known, Your best approximation thereof. Exact dates shall be given in all answers except where it is explicitly indicated than an approximate
6. “Deed of Trust” means the Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing executed in connection with the CLA and amendments thereto.
7. “Dziubla” means Robert Dziubla.
8. “EB5IA” means EB5 Impact Advisors, LLC.

9. “EB5IC” means EB5 Impact Capital Regional Center, LLC.
10. “Entity” includes, without limiting the generality of its meaning, every corporation, partnership, association, limited liability company, joint venture and professional business entity or any iteration, subsidiary, or affiliate thereof.
11. “Fleming” means Jon Fleming,
12. “Front Sight” means Front Sight Management, LLC.
13. “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.
14. “Person” shall mean any natural person, trust, Entity, association of Entities and/or natural persons, and/or governmental body.
15. “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.
16. “Promissory Notes” means the Promissory Note executed in connection with the CLA and any amendments thereto.
17. “Relate” or “relating to” means constituting, comprising, containing, setting forth, showing, disclosing, describing, explaining, summarizing, concerning, or referring to directly or indirectly.
18. “Relevant to” has the same meaning that it has in Fed. R. Civ. P. 26(b)(1) incorporated by Fed. R. Bank. P. 7026.
19. “USCIS” means U.S. Citizenship and Immigration Services.
20. “You” and “Your” shall mean Las Vegas Development Fund, LLC, and Your agents, servants, employees, attorneys, representatives, predecessors, or any other person over which You have control or have a superior right to compel to do an act or produce an item or information and specifically including, but not limited to: (i) any Entity of which You are an officer, director, manager, member, shareholder or in which You have or had any ownership or equity interest (contingent or otherwise); and (ii) any trust or similar device in which You are a

settlor, trustee, co-trustee, trust protector, or beneficiary or in which You have any interest (contingent or otherwise).

TOPICS FOR TESTIMONY

1. The representations made to Front Sight and its representative regarding “our EB-5 funding and/or fundraising” as stated in ¶ 5 of the Dzibula Declaration attached to the Amended Claim, specifically

- a. On April 7, 2012, Dziubla and Fleming claimed they had a “very good chance of raising the desired amounts” because of “the kind of creative and experienced approach that we bring to financing raises. . . .”
- b. On August 27, 2012, Dziubla and Fleming claimed they “have great depth of experience and expertise in the real estate financing market...,”
- c. On September 13, 2012 Dziubla further represented that he had “an expansive network of relationships throughout China for sourcing EB-5 investors; and this personal network coupled with our collective relationships with the leading visa advisory firms operating in China.”
- d. On September 13, 2012, Dzibula claimed to “have the luxury ... of picking and choosing the EB-5 projects we want to accept, and we accept only those projects that we think will be readily funded since we don’t get paid otherwise.”
- e. On September 28, 2012, Dzibula stated: “[W]e are currently working on a handful of other select projects totaling over \$250m of EB-5 debt financing.”
- f. On September 28, 2002, Dzibula stated “[w]e have spent much time and effort assembling a topnotch team. . . in China, Vietnam, and elsewhere,” which Dziubla claimed was “highly confidential and proprietary to us.”
- g. On September 28, 2002, Dzibula stated “Because we pay meticulous attention to choosing suitable EB-5 projects, working on just a few select projects, rigorously underwriting those projects before we go to market, and working with a long-time trusted team of partners in China and Asia, we have never failed to complete a raise

nor had a foreign investor's EB-5 visa denied. . . . Thus it is pretty straightforward to get the green card and the failure rate is quite low.”

2. LVDF's representatives “experience with EB-5 funding and/or fundraising” as stated in ¶ 5 of the Dzibula Declaration attached to the Amended Claim.

3. The terms of the private equity financing identified in ¶ 6 of the Dzibula Declaration attached to the Amended Claim.

4. The basis for Your understanding of the EB-5 program.

5. LVDF's knowledge of the status of any of LVDF's investors' I-525 and I-829 petitions.

6. Communications to LVDF from USCIS regarding:

- a. Job Creation;
- b. How EB5 fund received by LVDF were spent;
- c. Sufficiency of records provided to USCIS by any investor; and
- d. The scope and nature of the Front Sight Project.

7. Communications from LVDF to USCIS regarding:

- a. Job Creation;
- b. How EB5 fund received by LVDF were spent;
- c. Sufficiency of records provided to USCIS by any investor; and
- d. The scope and nature of the Front Sight Project

8. Any requests for information LVDF received from USCIS.

9. The relationship between LVDF, EB5IA, and EB5IC, and the factual basis for the contention that they are “distinct and play a different role in the Front Sight Project,” as stated in ¶ 14 of the Dzibula Declaration attached to the Amended Claim.

10. All payments made by LVDF to foreign placement agents.

11. LVDF's receipt and use of funds obtained from Front Sight, specifically

- a. Interest payments;
- b. \$90,000 paid to LVDF on November 22, 2017;

- c. \$40,000 paid to LVDF on December 29, 2017;
- d. \$60,000 paid to LVDF on March 1, 2018;
- e. \$56,000 paid to LVDF on May 2, 2018; and
- f. \$35,000 paid to LVDF on July 6, 2018.

12. Your interactions with Front Sight described in ¶ 21 of the Dzibula Declaration attached to the Amended Claim .

13. All EB-5 financing received by You from investors, specifically

- a. The amount of funds received;
- b. The date funds received; and
- c. The use of funds received

14. Your use of all EB-5 financing received by You.

15. The factual basis for your assertion that Front Sight “fail[ed] to pay agreed upon costs under the Engagement Letter in a timely fashion” and “attempts to sidestep its obligation to pay for marketing expenses,” as alleged in ¶ 24 of the Dzibula Declaration attached to the Amended Claim, including but not limited to the alleged costs and expenses, as well as the alleged failures and attempts of Front Sight.

16. All delays in your fundraising efforts, as well as the causes, as alleged in ¶ 25 of the Dzibula Declaration attached to the Amended Claim.

17. The facts and circumstances surrounding the SLS Casino that you contend impacted your ability to raise funds, as alleged in ¶ 25 of the Dzibula Declaration attached to the Amended Claim.

18. When and how you became aware that Front Sight’s financing goals for the project could not be reached, as set forth in ¶ 28 of the Amended Claim.

19. All communications with Your EB-5 investors or members regarding the status of construction of the Front Sight Project.

20. All communications with Your EB-5 investors or members regarding the raising of EB-5 funds and Front Sight’s financing goals.

21. The drafting of the CLA and its amendments, specifically
 - a. Who drafted the CLA and amendments; and
 - b. The drafting process for the CLA and amendments.
22. The need or cause of each of the amendments to the CLA
23. The drafting of the Promissory Note, specifically
 - a. Who drafted the Promissory Note; and
 - b. The drafting process for the Promissory note
24. The terms of the CLA and Promissory Note, specifically:
 - a. The payment of Existing Liens;
 - b. The “Commitment” as defined in the CLA;
 - c. Section 3.3;
 - d. Article V; and
 - e. Article VI.
25. All information required by USCIS that LVDF contends it was required to obtain from Front Sight.
26. The drafting and terms of the Deed of Trust, specifically
 - a. Who drafted the Deed of Trust; and
 - b. The drafting process for the Deed of Trust.
27. The purpose behind the reduction of the CLA from \$75,000,000, including all requests from the “foreign placement consultants,” as alleged in ¶ 26 of the Dzibula Declaration attached to the Amended Claim.
28. All government approved plans that Front Sight provided or failed to provide you, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.
29. The construction schedule that you claim Front Sight ran behind on, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.
30. The Senior Debt that you claim Front Sight failed to obtain, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim, specifically

- a. Your knowledge of Front Sight's efforts to obtain Senior Debt;
- b. Your knowledge of the Morales Construction Line of Credit;
- c. LVDF's position regarding the Morales Construction line of Credit as Senior Debt; and
- d. LVDF's evidence that Front Sight did not use best efforts to obtain Senior Debt.

31. The requisite EB-5 prove up documents LVDF alleges that Front Sight failed to provide, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

32. The monthly project costs you contend Front Sight was obligated to provide, as alleged in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

33. All communications you had with USCIS regarding the items in ¶ 29 of the Dzibula Declaration attached to the Amended Claim.

34. The date(s) in which you provided notice of any alleged default under the CLA.

35. LVDF's contentions, if any, that the default rate of interest under the applicable loan documents is not a penalty and is otherwise enforceable.

36. LVDF's alleged damages suffered as a result of Front Sight's purported breaches of the CLA.

37. Any communications informing Front Sight of its "failures to comply with the CLA" and requests that it "comply with its obligations under the CLA.

38. All interest payments made to you under the CLA, and your use of the interest payments.

39. The loan statement and items contained thereon, specifically

- a. The calculation for any late fees claimed by you, including the date the fees were incurred;
- b. and basis for any late fees claim by you;
- c. The calculation of any attorneys' fees sought by you, both past and present;
- d. The reasonableness and/or necessity of the fees; and

e. Your calculation of any current and past due interest claimed by you.

40. Any and all agreements between you and any other party regarding the payment of attorneys' fees, and specifically how attorneys' fees and costs are split and billed amongst the EB5 Parties and whether it is LVDF's position that Front Sight is obligation to pay for the fees and costs of all of the EB5 Parties.

41. Your retention or joint retention of any law firm for which you seek to recover attorney's fees, and specifically how attorneys' fees and costs are split and billed amongst the EB5 Parties and whether it is LVDF's position that Front Sight is obligation to pay for the fees and costs of all of the EB5 Parties.

42. Your Affiliated entities and principals receipt of any funds from EB-5 Investors, including the use of those funds.

43. Your Affiliated entities and principals receipt of any funds from Front Sight, including the use of those fund.

44. Your communications with the "very experienced consultant in the timeshare finance industry," as stated in FS(1)00462.

45. All discussions with Your EB-5 consultants regarding the use of LVDF's loan proceed, including whether the use complied with the EB-5 requirements.

46. All discussions with Your EB-5 consultants regarding jobs created by the Project.

47. All discussions with Your EB-5 consultants regarding Front Sight's purported breach of the CLA.

48. Your contention in the *Response to Amended Objection to Claim No. 284 Filed by Las Vegas Development Fund, LLC* ("Claim Objection Response") that "Front Sight never sought additional financing under the CLA."

49. Your contention in the Claim Objection Response that "Front Sight...failed...to use best efforts to obtain Senior Debt."