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MEMO TO THE PRESIDENT

September 23, 2025

Executive Summary of Request for Presidential Pardon

Petitioner: Randy J. Miller and Chad J. Miller (Founders of Legacy Sports USA)

Randy Miller is a lifelong entrepreneur and the visionary behind Legacy Sports USA, a multi-sport and family entertainment complex designed to serve youth athletics and families across the nation.

Chad Miller has been a lifelong participant in youth and professional sports, member of the Fiesta Bowl Committee and is a devoted single father to two young children, Tatum (4) and Gage (8).

Prosecutor: Southern District of New York (S.D.N.Y.)

Judge: Lewis A. Kaplan – history of anti-Trump rulings and presided over two kangaroo-court, show trials in New York in which Trump was found liable for civil damages in cases that should have been dismissed at their inception.

Trump suggests Clinton-appointed judge won't let him attend mother-in-law's funeral

Subject: Request for Presidential Pardon or a Commutation for Randy Miller and Chad Miller regarding charges related to the development and financial collapse of Bell Bank Park (Mesa, AZ).

Both of us, Randy and Chad Miller have been convicted in connection with financial losses stemming from the failed operations of Bell Bank Park. Now this conviction has resulted in an excessive sentence. To wit, Judge Kaplan has unjustly **imposed near maximum terms for Randy of six years and Chad of five years**, for a project that simply failed as a business venture. We delivered on our representations and walked with no money, despite the Southern District of New York falsely trying to portray us as profiting from the endeavor. In fact, we put personal monies in and these were lost also.

Misapplication of the Justice System; Lawfare:

- **Selective prosecution linked to political affiliation and hosting of a Trump rally.**
  Not long after hosting a major Trump rally in October 2022, we became the target of negative media coverage and federal investigation, raising concerns about political retaliation. https://www.azcentral.com/in-depth/news/local/arizona-investigations/2023/04/27/mesa-sports-complex-randy-miller/70038693007/. We received threats and hate messages. By way of example, one such message is attached. (Attachment 1).

- **Mismanagement and failed commitments by third parties (OVG, Ziegler) led to financial collapse—not misconduct by Legacy Sports or Randy or Chad.**
  Promised funding ($10 Million from OVG) and operational support from OVG and Ziegler never materialized, directly contributing to the Park's inability to meet bond obligations and function effectively.

- **Legacy Sports exceeded its contractual commitment obligations, and Randy and Chad contributed personal funds to salvage operations.**
  Legacy Sports brought in record-breaking sports revenues and we used our own money to cover payroll and reduce expenses when the Park was in crisis.

- **Despite documented failures by others, Randy and Chad are being forced to accept full responsibility for a large loss, but such losses occur in the business world, and in this case, even the offering document categorized the project, correctly and candidly, as speculative.**
  Under the plea agreement, we must shoulder full legal liability for the bondholder losses, even though numerous third-party failures were beyond our control.

Highlights - Overperformance by Legacy Sports:

- **Over 4.2 million visitors to the Park.**
  Bell Bank Park quickly became the second most visited tourist destination in Arizona, underscoring its community value and potential.

- **$25M in sports revenue and $5M in sponsorships.**
  Legacy Sports met and exceeded its contractual obligations by securing strong participation and sponsorships despite startup challenges and pandemic setbacks.

- **Personal financial contributions from us.**
  When the Park faced operational shortfalls, we stepped up with our own resources to maintain employment for over 450 members of staff.

- **Multiple restructuring attempts made and ignored.**
  Legacy Sports pursued alternative financing and restructuring proposals through firms like Loop Capital and Burke Capital, but these were dismissed without serious consideration.

- **Trustee-controlled financing structure ensured no misappropriation of funds.**
  Every dollar passed through UMB Bank, the trustee, requiring layered approvals, leaving no opportunity for unauthorized disbursements by Legacy Sports.

Show Arrests by F.B.I.

On May 24, 2024, at 6:00 am without any type of notice, we were subjected to early morning raids at our homes by over twenty (20) FBI, SWAT, DOJ, and local police officers. Their weapons were drawn, and we were handcuffed while our computers and phones were confiscated.

On April 1, 2025, at 7:00 am, near identical arrests by F.B.I. Agents in the neighborhood and at the school of Chad's son right after he dropped his son off were done in a public display of force, with guns drawn. It's notable that prior to each arrest, we had volunteered to turn ourselves in and avoid this type of spectacle.

Request for Pardon from President Donald J. Trump

We respectfully request a Presidential Pardon concerning criminal charges emanated from the U.S. Attorney for the Southern District of New York associated with the initial financial failure of the multi-sport and entertainment complex located in Mesa, Arizona formerly known as Bell Bank Park (the "Park").

You may recall that in October 2022, you hosted a rally at the Park in support of Kari Lake and Arizona congressional candidates. Also in attendance were Kash Patel, Rep. Andy Biggs, Rep.

Marjorie Taylor-Greene, Rep. Debbie Lesko, Amb. Rick Grennell, Abe Hamadeh, Mike Lindell and many others who have been brave warriors in the America First Movement.

We believe that in retribution for our political affiliations, we have been selectively charged with crimes associated with the sale of tax-exempt bonds. In addition, we also faced death threats leading up to the rally. Now Randy has been sentenced to six years, and Chad to five, and they have been forced to accept responsibility for the loss of $283 Million in bonds.

Vision and Development of the Park

Randy is 70 years old and for over 30 years after watching his sons compete in youth sports, he had a vision of developing a family sports complex for boys and girls meshing multiple sports and events in one venue. The dream was to provide a family-friendly safe environment where families could spend the entire day combining sports with family entertainment. From the inception of Legacy Sports, the Miller's intentions were rooted in a desire to do good. vision of a world-class youth sports and family entertainment complex would provide an opportunity for young athletes across the country to come together through the power of sports. Regardless of socioeconomic background or skill level, these young athletes could participate in the sports they loved on the same playing surfaces as their favorite sports heroes.

Financing Structure and Role of Partners

Randy is the founder of Legacy Sports USA, LLC ("Legacy Sports") and Chad is its Chief Executive Officer. After decades of trying to raise money for development of the Park, in late 2019 we were introduced to BC Ziegler & Company ("Ziegler"), a Chicago based investment banking firm specializing in tax-exempt bond funding. Upon receiving our business plan, Ziegler agreed to underwrite bond financing for the development of the Park.

The conduit for the tax-exempt bond financing was Legacy Cares, Inc. ("Legacy Cares"), an Arizona non-profit corporation. The President of Legacy Cares was Douglas Moss ("Moss"), a staunch anti-Trumper having professed to have personally interacted with you Sir during his time as President of Madison Square Garden Network.

Ziegler correctly observed that we had no experience in entertainment or venue management; thus, an experienced operator would be needed. Again, we had a vision for a mega-youth sports facility, but we never claimed to have experience operating such a facility—indeed, nobody had such experience as this was the first iteration.

During his time as president of the Buffalo Sabres, Moss had become friends with Peter Luukko, former president of the Philadelphia Flyers who was then an executive of Oak View Group ("OVG"). OVG, a California based left leaning organization, is a global leader in venue development, management, and premium hospitality services with over 300 venues and clients under management.

During the underwriting process in June and July 2020, Ziegler conducted twenty-seven (27) meetings with the ultimate bond purchasers, including Vanguard, PIMCO, Delaware Funds, and Alliance Bernstein (the "Bondholders"). Due to COVID all meetings were remote. During these meetings, OVG touted its affiliation with Live Nation and advised the Bondholders that the Park would become part of OVG's Arena Alliance providing live acts and special events. In these investor meetings OVG committed to contribute $10 Million toward the Park's development.

At the insistence of Ziegler and Bondholders and with the acquiescence of Legacy Cares and Legacy Sports, OVG was selected to operate the Park. Responsibilities were allocated such that Legacy Sports was responsible for generating sports revenue and OVG would operate the Park and be responsible for ticketing, parking, concessions, food and beverage, sponsorship, security, special events, and live entertainment.

Ziegler directed Legacy Sports and OVG to develop a joint financial proforma outlining revenue projections and anticipated operating costs. Based on the financial assumptions, OVG was responsible for generating roughly 65% of the revenue while Legacy Sports was responsible for the remaining 35% generated solely through sports-related activities.

Throughout the underwriting process, Legacy Sports provided documentation illustrating the demand for the proposed Park and letters of intent ("LOIs") from existing youth sports organizations expressing a desire to relocate future tournaments and operations to the Park upon its completion. These LOIs were clearly nonbinding and had no legal effect, as no actual contracts could be executed until completion of the financing. These LOIs were gathered by various persons involved in the project and we had no reason to think that any of them represented anything but a bona fide, but nonbinding intention to utilize the Park.

The bond financing closed on August 20, 2020 in the initial amount of $250 Million. On August 20, 2020, Legacy Sports entered into a Qualified Management Agreement ("QMA") with the Borrower, Legacy Cares, to manage the Park. Legacy Sports then entered into a Management Agreement with OVG pursuant to which OVG was to operate the Park. Illustrating its commitment to the Park, prior to the closing of financing, Legacy Sports agreed to defer all its monthly management fees and any development fee until the Park reached stabilization after the first or second year of operation, whatever it took.

In addition to OVG's $10 Million, Ziegler promised to obtain a $25 Million post-closing operating line of credit for Park operations. Neither OVG nor Ziegler honored their respective commitments, as they failed to provide the funds.

Subsequent to the closing and prior to the opening of the Park, Legacy Sports converted the unenforceable LOIs into 822 sports-related contracts exceeding original projections in the proforma by $12.24 Million. As a result of these commitments, the Bondholders realized millions of dollars from the sale of their bonds on the secondary market.

It is also worth noting that the indictment by the S.D.N.Y. followed closely the civil lawsuit filed by Vanguard. But of course, the civil lawsuit, and the indictment omits Vanguard's ownership in OVG of twenty percent. And in fact, both the civil lawsuit and criminal indictment accused us of failing as it pertained to everything that OVG was responsible for. This had the effect of both subjecting us to prosecution but also of inappropriately absolving an entity it was affiliated with of its responsibility in the financial loss.

Operational Failures and Financial Fallout

The Park opened on January 2, 2022. At that time the Park in essence was still a construction site. Bathrooms were not available and several key revenue generating centers were not open. The fitness center did not open until June 2022, and the E-Sports Center was never built. Delaying the Park opening was not an option since under the financing deal structure Legacy Care's first bond interest payment was due in eight (8) months on September 1, 2022.

Legacy Cares was unable to make the September 2022 bond interest payment due to lack of funds. Faced with financial stress from construction cost overruns (a nearly universal occurrence in the early post-Covid era), lack of the promised operating line from Ziegler and total lack of performance by OVG, Legacy Sports implemented curative measures including implementing salary reduction for management personnel. Legacy Sports Members also contributed our personal funds to cover six weeks of payroll for over 450 employees.

We poured our own hard-earned money back into the project, not for profit, but to protect the livelihoods of hundreds of people who depended on it.

We did this knowing the risk — and we did it anyway, even as it meant sacrificing our own families' financial security.

In the end, we didn't walk away with a windfall. We walked away with nothing. No profit. No safety net.

Media and Political Retaliation

On October 9, 2022, Legacy Sports in Mesa, Arizona hosted the Trump rally which was attended by an estimated 15,000 individuals. Within two weeks thereafter, all hell broke loose and we were subjected to unwarranted and unrelenting personal attacks from the hard left Arizona Republic newspaper. The gist of the article was to portray us as charlatans who were able to pull the wool over the eyes of some of the world's largest investment funds and bilk them out of $283 Million.

The reporting was obviously fake news focusing on us without regard for the truth. The story was soon picked up by Bloomberg, the Wall Street Journal, Phoenix Business Journal, KTAR, and the Mesa Tribune. The storyline remained the same. Among other things, we were accused of diverting $1.2 Million in bond proceeds. Had anyone at the media outlets bothered to review the bond closing documents, which are public record, they could have easily discovered that the $1.2 Million was allocated at closing to Legacy Sports as partial reimbursement of predevelopment costs. They also accused Legacy Sports of obtaining $8 Million in loans from Legacy Cares. That was and is completely false and not possible under the financing documents with Legacy Sports, Legacy Cares, and the Trustee.

UMB Bank, NA was selected as the Trustee ("Trustee") for the deposit and administration of the bond funds. Under the financing documents Legacy Sports deposited all funds generated at the Park into an account which was swept daily by UMB. In order to obtain any funds, Legacy Sports had to issue a requisition to Legacy Cares for approval which in turn was submitted to the Trustee for approval and payment. All operating expenses, including salaries, were subject to budget approval by both Legacy Cares and the Trustee.

Retrospectively under the existing deal structure the Park was doomed to fail the day it opened; we just didn't know it. Many events were cancelled preopening due to COVID. OVG was to begin training and onboarding employees six months prior to opening. As of mid-December 2021, only three weeks prior to opening, OVG had hired only 37 people. Hirings defaulted to Legacy Sports and the Park employed over 450 individuals. The first bond interest payment was due on September 1, 2022. Legacy Sports needed a runway, not a cliff. Due to Ziegler's failure to provide the $25 Million operating line there was no money for operations.

OVG failed to contribute $10 Million as promised and as portrayed in the financing documentation. The lack of the budgeted $10 Million contributed to construction cost deficits. Legacy Cares was to be the conduit through which the project was funded and self-sufficient supporting itself with grants and various events. Instead, Legacy Cares withdrew approximately $3 Million from the operating funds to support salaries and expenses.

We were the only entity that lived up to its bargain. Legacy Sports generated approximately $25 Million in sports revenue and another $5 Million in sponsorship sales after OVG abandoned its sponsorship responsibilities. We drew over 4.2 million people to the Park which became the second largest tourist destination in Arizona behind the Grand Canyon.

The role of Legacy Sports was to manage the sports-related aspects of the Park. As a condition of our plea deal with the Government we are required to accept responsibility for the full $283 Million loss. The assertion is that the Bondholders relied on the LOIs in making their respective investment. Documents show otherwise. Pre-closing, the Bondholders acknowledged that the

LOIs had no teeth and were unenforceable. The Preliminary Offering Memorandum ("PLOM") had multiple disclosures and disclaimers regarding the unenforceability of the LOIs and clearly stated they could not be relied upon. Post-closing, Legacy Sports replaced the LOIs with contractual revenue far exceeding the original proforma.

The Bondholders made it clear that Legacy Sports was not qualified to operate the Park and conditioned their participation upon the retaining of an experienced venue operator. The Bondholders relied on the strength of OVG, not the LOIs.

In an email dated November 16, 2022 regarding OVG, counsel for the Trustee stated, "The current members of the Directing Holders Group have been very clear that this participation (OVG) was very material to their decision to invest in the Park insofar as Cares and Sports had no experience in venue operation outside of Moss."

In a follow-up email on November 17, 2022, counsel for the Trustee reiterated, "I have been advised on several separate occasions that the OVG relationship was a material consideration in the investment decision of many of the Registered Owners."

Not only did OVG fail to provide the $10 Million investment, the necessary personnel and abdicated its sponsorship responsibilities, it only realized $6,000.00 of $4.5 Million in concession sales and lost almost $1 Million in its operation of the Park restaurant.

Legacy Sports was informed by OVG management employees working at the Park that they were instructed by OVG upper management to take such actions to ensure the failure of the Park which would assist in OVG's efforts to remove Legacy Sports and take over total management of the Park.

After the April 1, 2025 arrests, another round of fabricated stories and fake news was unleashed on us, further inhibiting our ability to receive a fair trial by damaging our reputation.

Efforts to Salvage the Park

Despite being just the manager and not the Borrower, Legacy Sports offered possible solutions to restructuring the financing to prevent any loss to the Bondholders. In September 2022, Legacy Sports retained Loop Capital Markets, LLC ("Loop") to explore a takeout of the existing Bondholders through the purchase of the outstanding tax-exempt bonds. This proved to be too expensive; however, Loop did provide a plan for bond refinancing, extending the bond term to 40 years, infusion of new money into the project, and a two-year runway for operations. Rather than embrace the Loop refinancing efforts, counsel for Legacy Cares directed Legacy Sports to stand down since the debt was the responsibility of Legacy Cares and not Legacy Sports.

In January 2023, Burke Capital, LLC and its owner, Michael Burke, presented Legacy Sports and Legacy Cares with a Restructuring Advisory Engagement and Letter of Intent with a proposed restructuring target of potential recovery of up to 50% of the $283 Million for Bondholders and up to 100% for mechanics lien holders. Legacy Cares was not interested.

In March 2023, Burke Operating Partners, LLC ("BOP") followed up with a Letter of Intent to Legacy Cares which provided for bond restructuring and options for $120 Million to $180 Million recovery to the Bondholders. BOP could not even get an audience with the Bondholders' representatives in New York.

Ironically, BOP was one of the two partners in Arizona Athletic Associates, LLC that purchased the Park for $25.5 Million through the Legacy Cares bankruptcy.

In December 2022, the Bondholders invited OVG and Moss (Legacy Cares) to New York City to discuss the fate of the Park. It is believed that the Bondholders have invested in many of the OVG venues. Legacy Sports, the party with the most knowledge which had developed a plan to revamp operations moving forward, was never invited.

Rather than pursue the Loop refinancing or Burke's proposition, Legacy Cares and the Trustee opted to pursue a sale through bankruptcy. Not only did the Bondholders recover pennies on the dollar, but they also exhausted the Debt Reserve Fund for professional and administrative fees for which we are now being held personally responsible.

Legacy Sports was terminated as manager in March 2023 and Legacy Cares filed bankruptcy in May 2023.

Bondholders unnecessarily depleted a $23 million debt service reserve fund while forcing the park into Chapter 11 bankruptcy—even after we presented multiple refinancing options based on Legacy Sports' actual revenue performance. In December 2022, private, closed-door meetings were held between investors and OVG leadership, leading to us being pushed out despite our success. Ultimately, investors chose to sell the park for pennies on the dollar rather than accept viable alternatives that could have prevented any financial loss.

Of course, underlying all of this is COVID. Without the COVID epidemic, we do not believe the Park would have failed as it did.

Unjust Blame and Legal Fallout

We are being compelled to personally accept responsibility for the total $283 Million loss. We are the only ones that invested personal funds in an effort to save the Park. We offered multiple potential solutions to salvage the Park and prevent loss to the Bondholders yet were rebuffed and told to stand down as it was not our debt or problem. Obviously, it has become our problem. We were told we were not qualified to run the Park and the Bondholders needed OVG.

We had no control or input into possible resolutions, yet we are being blamed for the Bondholders' entire loss.

Prior to its purchase of the park out of bankruptcy, BOP examined the financial books and records associated therewith. We were advised by BOP that BOP could not find one penny missing.

It's worth noting that recently pardoned Todd Chrisley, known from the show "Chrisley Knows Best" described the legal process when targeted by rogue prosecutors as "You're placed in a position as a defendant to either bow down and kiss the ass of the DOJ and accept responsibility for things that you did not do in order to avoid a stronger sentence."

This very closely resembles our experience when the S.D.N.Y. prosecutors aggressively threatened us, forcing a plea deal onto a father and son in May. Despite providing substantial evidence supporting our position, the S.D.N.Y. prosecutors were more focused on the self-serving media narrative surrounding a father and son that they knew didn't have the means to defend themselves.

Defendants such as us face a Hobson's choice in the S.D.N.Y. Plead guilty or take one's chances in a jurisdiction that voted over 80% for Kamala Harris. And of course, the S.D.N.Y., which liked to bill itself as the "Sovereign District of New York", was the prosecuting agency despite the fact the Park was located in Arizona. That district has a troubling history of politicized prosecutions.

One other thing of note about our prosecution was that we made an offer to proffer to the S.D.N.Y. Chad was told that the only thing they wanted to hear about was if he was able to implicate Randy in the criminal case. Chad was interested in shedding facts on the situation, not distorting the truth so that he could avoid criminal prosecution. But unfortunately, the S.D.N.Y. has often allowed its preferred narrative to take precedence over the actual facts. We believe that happened with us also.

Further to that point, we made countless attempts to sit down and talk with the government. Offering to provide them with documentation that would substantiate and verify our claims, including email / text threads, bank statements, contracts, and a significant number of sworn affidavits from different consultants, employees at the park, and financing team. The borrower / previous owner of the park, Legacy's General Counsel, and even Bond Counsel for the 2020 financing offered to speak with the government and provide sworn affidavits, yet the S.D.N.Y had no interest in reviewing the documents or speaking with anybody regarding the details that may disprove their father-son criminal narrative. It wasn't about getting the information correct or ensuring that all of the evidence had been reviewed and opposing theories had been discussed, this was about the government bulldozing us into taking a plea deal, accepting their narrative, knowing we did not have the financial means to fight them at trial.

While we acknowledge that poor business decisions were made during the financing portion of this project, it was evident from the beginning that the S.D.N.Y and the media had their minds made up about us. We were public enemy number one, and needed to be made an example of, regardless of who was truly responsible for the project's financial loss.

Upon execution of the plea deal, our attorneys continued to ask the government to look at the information and speak with the appropriate parties knowing the impact it could have at sentencing. The government had no interest in listening. They rebuked any such claim that their narrative might be incorrect, saying that we "should have gone to trial if we had an issue with their facts". Even a simple question or offering of a document to clarify a fact, would result in a threat of a Fatico (evidentiary) hearing, essentially guaranteeing us a max sentence in the S.D.N.Y even if our facts prevailed in that hearing. Even at the sentencing phase we are unable to dispel falsehoods.

We were heartened to see the outrageous civil fine imposed on you by activist judge Arthur Ergoran thrown out completely by the Court of Appeals. Case by case, and pardon by pardon, the world is being righted from the nightmare so many have suffered at the hands of politicized prosecutors and judges. We humbly ask that, as part of this, you end our nightmare.

Letters of Support

We have included letters of support for our pardon request, including two letters coming from attorneys. One is from J. Michael Baggett. Mr. Baggett was the attorney for Legacy Sports USA, LLC, the manager of the sports park.

> This loss is alleged to have resulted from the Legacy Cares' default in its loan payments occasioned by the failure of BBP to generate the anticipated revenue. Blaming the Millers for such loss belies the facts and well-documented evidence.

Mr. Baggett, who had a bird's eye view of the project, outlines the challenges presented by COVID as well failures by others that contributed to the lack of success.

Another attorney supporting our pardon request is Timothy Stratton, bond counsel for the project. Mr. Stratton also is familiar with the project and the reasons it was not successful. He noted the COVID difficulties and also states:

> It is important to remember that the sports complex was always a speculative venture. I still believe it was and is a great idea, but nothing like it had ever been tried. There was always a significant risk of failure. And those who lost money were large institutional investors. It is unfortunate that the project was not

> successful, but these investors are sophisticated and were fully aware of the risk of failure. Even good ideas sometimes fail, and I would put this project in that category. In our case, the timing was simply terrible.

Both of these attorneys were able to view the project objectively. They were not our attorneys and have no reason to support our pardon request other than their sentiment that a pardon is appropriate given our circumstances.

Conclusion and Pardon or Commutation Request

In conclusion, this is yet another case of the Justice System being weaponized to attack supporters of President Trump.

Summary of Lawfare Against Us and Legacy Sports:

- Selective prosecution linked to political affiliation and hosting of a Trump rally in October 2022.
- Mismanagement and failed commitments by third parties (OVG, Ziegler) led to financial collapse—not misconduct by Legacy Sports or us.
- Legacy Sports exceeded revenue expectations, and we contributed personal funds to salvage operations.
- Despite documented failures by others, we are being forced to accept full responsibility for a $283M loss.

We believe that we were targeted because of our political alignment and because we entertained the Trump rally. The policy of the park precluded men participating in women's sports.

Legacy Sports is subject to an investigation by the Arizona Attorney General, Civil Rights Section for refusing to allow a transgender individual to participate in a volleyball league as a woman after only two months prior that person was playing in the men's league.

We have been strong supporters of your policies, and thus opposed a 2021 Mesa, Arizona ordinance requiring private sports businesses to let biological males participate in female sports and use women's locker rooms. We publicly resisted this perverse law, citing concerns about fairness and safety in women's sports and were willing to pay the $2,500 per day fine for violating it. Our stance drew criticism from LGBTQ advocates and liberal groups and likely made us more of a target.

We foolishly relied on the integrity of others. We are not part of the OVG elite nor media savvy. We have been destroyed personally and financially and do not have the means to sustain a defense. Accordingly, we respectfully and humbly ask for a Presidential pardon.

Thank you for your consideration. We have included our contact information below. We can also be reached through our attorney, Timothy A. La Sota:

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Respectfully,

Randy J. Miller

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Chad Miller

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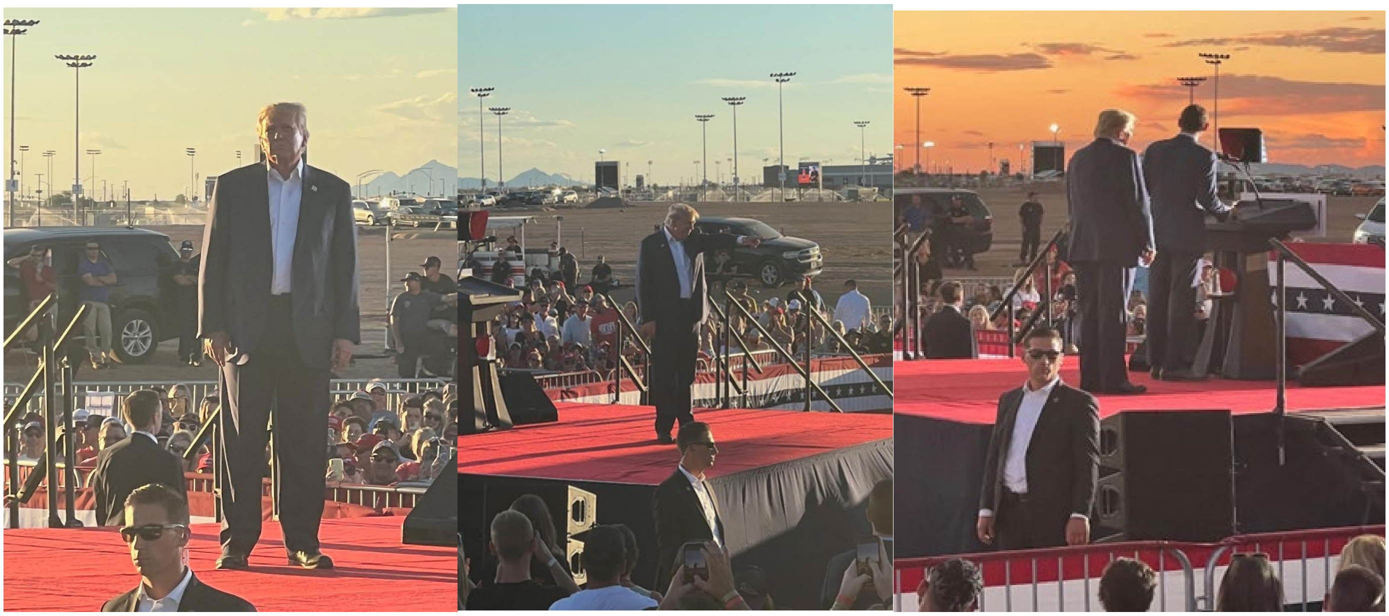
President Trump and Randy

President Trump and Chad



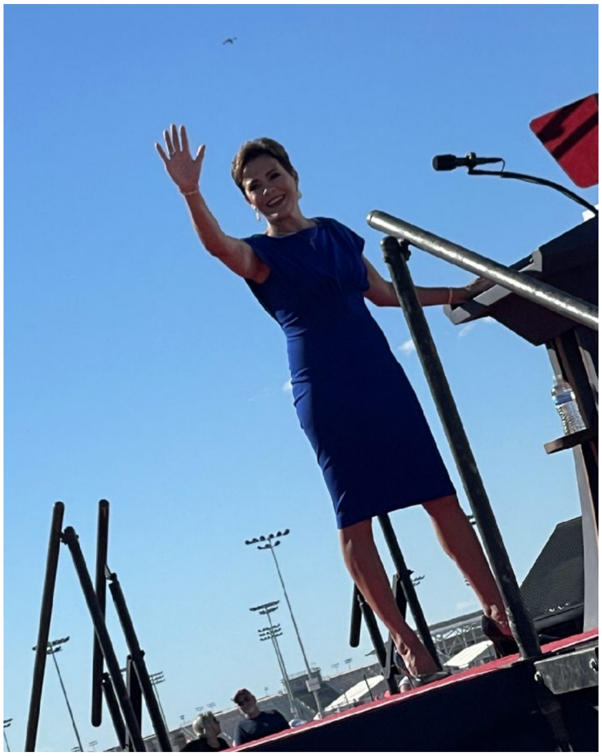
President Trump at the rally

Chad and his children, Tatum and Gage

Chad's son Gage

Kash Patel at the rally

Congressman Andy Biggs at the rally


Kari Lake at the rally

Video - Trump at Legacy Sports Park:
https://drive.google.com/file/d/1y3tZ7eMJVExwhyhGzecmDoDqiq3kD4Mq/view?usp=drive_link

Legacy Sports USA Marketing Deck:
https://drive.google.com/file/d/1Vo4YrkIgDADoV-m6A_k_TUmNecjkXhy2/view?usp=drive_link

Attachment 1

Form "Legacy Sports USA General Inquiries"

Page submitted on: **Connect - Legacy Sports USA**

First Name:
Cranky

Last Name:
Cunt

Email:
sarahvdella83@gmail.com

Phone Number:
3104260003

Sport / Service of Interest:
ADULT LEAGUES

Message:
Fuck you trump cock suckers
Hope someone burns your complex to the ground with every right wing cunt inside

Tell us how you heard about us::
Other

View in HubSpot

Baggett Letter

McCANN, GARLAND, RIDALL & BURKE
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September 9, 2025

Edward Martin, Esquire
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Alice Marie Johnson
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

Re: USA v. Randy Miller and Chad Miller
Case No. 1:25-cr-00138 LAK
United States District Court for the Southern District of New York (SDNY)

Dear Ms. Johnson and Mr. Martin:

Please be advised that the undersigned has acted as counsel for Legacy Sports USA, LLC (Legacy Sports), the former manager of the sports park and entertainment facility formerly known as Bell Bank Park (BBP), located in Mesa, Arizona. BBP was owned by Legacy Cares, Inc. (Legacy Cares), an Arizona non-profit corporation and financed through the sale of tax-free Arizona Industrial Development Authority (AZIDA) bonds in the total amount of $283,000,000.00 (the Bonds). Legacy Cares was unable to make interest payments on the Bonds due under the loan documents which resulted in a declaration of default and a Chapter 11 bankruptcy filing by Legacy Cares and the eventual sale of BBP in bankruptcy.

Randy Miller (Randy) is the Chairman and founder and Chad Miller (Chad) is the Chief Executive Officer of Legacy Sports (the Millers). Legacy Sports acted as the developer of BBP. In January 2020, Legacy Sports entered into an agreement with B.C. Ziegler and Co. (Ziegler) to act as the underwriter for the sale of the Bonds.

While Legacy Sports was the named developer of BBP, Ziegler as the underwriter, was the engine that drove the investment train. Both Ziegler and prospective bond purchasers (the Bondholders) made it clear that Randy and Chad, along with the rest of the Legacy Sports team, lacked both the experience and qualifications to operate such a large sports and entertainment complex. At the insistence of Ziegler and the Bondholders, Legacy Sports retained OVG Facilities, LLC (OVG) to operate BBP.

I am aware that Randy and Chad entered a guilty plea in the SDNY related to certain alleged crimes regarding to the procurement of financing for the development and construction of BBP. I have been advised that as part of their guilty plea Randy and Chad are compelled to accept responsibility for the entire amount of the Bondholders alleged loss in the amount of

$283,000,000.00. This loss is alleged to have resulted from the Legacy Cares' default in its loan payments occasioned by the failure of BBP to generate the anticipated revenue to satisfy the loan obligations. Blaming the Millers for such loss belies the facts and well-documented evidence. There were a number of far more material factors responsible for failure of BBP.

OVG Responsibilities

In August 2020, Legacy Sports entered into a Qualified Management Agreement (QMA) with Legacy Cares to manage BBP. The QMA identified OVG as the "Operator" hired to manage the day-to-day park operations. Pursuant to OVG's pre-hiring commitment, which was ultimately memorialized in a twenty-year term Operating Agreement effective as of January 2, 2022, OVG was responsible for all aspects of management and operations outside the "field of play" including but not limited to management of Food & Beverage (F&B), ticketing, box office, admission procedures, parking, special events guest services, event conversion, purchasing, security, fire prevention, crowd control, evacuation and emergency response plans, routine repair and preventative maintenance, janitorial services and landscape and exterior maintenance.

In its proposal to Legacy Sports, OVG highlighted its affiliation with Silver Lake, the Azoff Company, and Live Nation. Ziegler conducted twenty-seven pre-investment Zoom calls with potential bond purchasers in which OVG touted the inclusion of BBP in its Arena Alliance comprised of Madison Square Garden, the United Center, Wells Fargo Center, and American Airlines Center. With its affiliation with Live Nation, OVG claimed to have the ability to attract major entertainment events to BBP. OVG claims to manage billions of dollars of entertainment real estate assets.

OVG Budgeting

As part of the financing proforma, Ziegler required a proforma with joint revenue projections from both the Legacy Sports athletic events and the OVG ancillary revenue. The initial combined annual revenue projection was $96,250,891.00 with $63,657,450.00 of the total amount projected by OVG for its areas of responsibility. We are advised that OVG based its calculation on 3.61 million annual visits to BBP.

OVG Reneging on $10,000,000.00 Investment

In its prefinancing presentation to potential investors and discussions with Legacy Sports and Legacy Cares, OVG committed to a $10,000,000.00 equity investment in the Project. The OVG pledge was highlighted in the August 11, 2020 Ziegler document captioned Services and Uses of Funds. This document was included in the PLOM and categorized the OVG pledge as a Contract Advance. In an email dated December 1, 2021 from Doug Moss, the President of Legacy Cares, Mr. Moss advised that he was informed by OVG Senior Officers that OVG's "10M investment has been absolutely approved by his Board and is not in question." Less than two weeks later on December 12, 2021, and three weeks prior to opening, OVG reneged on its equity commitment but advised that it would make a $10,000,000.00 capital contribution for a proposed annual operating fee of $1,675,000.00. OVG was well aware that the fee had neither been discussed or budgeted and that Legacy Cares was precluded from incurring additional debt under the loan documents.

OVG was also instrumental in the increase of the construction budget. OVG claimed that it needed an external commissary kitchen in order to fulfill its F&B obligations. The original project design called for the construction of a maintenance building which, at the insistence of OVG, was converted to a commissary kitchen incurring additional building costs of over $3,300,000.00. OVG also required custom-designed $1,000,000.00 food trailers not included in the original budget. OVG's demands stressed the construction budget.

OVG's Performance

Prior to the opening of BBP, Legacy Sports and OVG had entered into an Agreement dated April 30, 2020 known as the Pre-Opening Agreement. Part of OVG's responsibility was to create a recommended staffing plan and within the six (6) months prior to opening, hire, train, and develop administration, sponsorship, sales, marketing, finance, operations, maintenance, and field turf staff. As of December 2021, the month prior to the BBP soft opening on January 2, 2022, OVG employed only thirty individuals at BBP. Because of OVG's inability and failure to staff BBP, Legacy Sports was forced to assume the hiring of personnel outside of sports-related employees.

In January 2022, the first month of operations, OVG had only 37 employees on site compared to Legacy Sports' 362 employees. The OVG hiring plan consisted of hiring third-party vendors at a premium rate to staff janitorial and security departments causing an increase in labor costs.

There were two primary components of F&B at BBP. The G.O.A.T, a 16,000 square foot, full-service restaurant/bar and concessions which encompassed a food court, concession trailers, concession stands, and portable bars. As of early December 2021, only weeks prior to the opening of BBP, OVG had not yet presented Legacy Sports with an F&B budget. Finally, on or about December 12, 2021, Legacy Sports received the budget for F&B with a projected annual revenue was $19,775,380.00 with a net revenue of $5,252,484.00. Per OVG, this budget was based upon 3.6 million annual visits to BBP.

The OVG Income Statement from January 2022 through November 30, 2022 indicates the G.O.A.T. generated sales in the amount of $1,578,220.99 but operated at a loss of $714,532.39. For that same period of time concessions generated $3,340,042.02 with a net income of $65,820.65. A major problem had been that concessions either opened hours late, closed hours early, and in many instances never opened at all during tournament weekends. OVG based its budget on 3.6 million annual visits. Based upon the independent Placer Labs, Inc. attendance metrics, BBP had 3.8 million visits during the same January through November 2022 time frame thereby exceeding OVG's projections. It is not possible to successfully operate a venue when the F&B operator generates less than one and one-half percent of budgeted revenue.

Sponsorship Sales

Legacy Sports and OVG entered into a Sales Services Agreement (SSA) effective May 1, 2021 pursuant to which OVG was appointed "as the exclusive sales agent for the sale, marketing and … and administration of Advertising Rights for the Project." OVG represented to Legacy as well as the Bondholders that due to its market presence it had the ability to attract national sponsorships.

In or about September 2021, OVG entered into the Naming Rights Sponsorship Agreement, on behalf of Legacy Sports, with Bell Bank which was OVG's only major sponsor. All other sponsorship revenue was procured by Legacy Sports.

As of October 2021, only five months into the term of the twenty-year SSA, OVG totally abandoned any and all of its obligations under the SSA and abdicated all responsibility for generating sponsorship revenue at BBP. OVG generated only $1,200,000.00 of its projected first year sponsorship revenue of $5,100,000.00. Legacy Sports took over sponsorships and generated over $5,000,000.00.

Merchandise

In its pre-opening Operating Budget, OVG projected merchandise revenue to be $3,682,623.00. OVG introduced Nick's Enterprises, Inc. d/b/a/ N&D Sports (N&D) to Legacy Sports to sell merchandise for all events held at BBP. Legacy Sports was advised that the principals of N&D were friends of an OVG executive, and it was strongly recommended that Legacy Sports use N&D as the provider of the event and park merchandise.

On October 21, 2021, Legacy Sports executed an Official Merchandise Agreement with N&D to sell merchandise from November 1, 2021 through October 31, 2023. After less than two (2) months on the job, N&D advised Legacy Sports that it should never have moved forward with Legacy Sports and that selling merchandise at BBP was out of their wheelhouse. N&D Further advised that it had done some work at concert spaces and volleyball events and was working their way into OVG facilities. After N&D quit, OVG did nothing to replace the merchandise vendor, again leaving Legacy Sports on the lurch. The total amount of revenue from OVG's sale of merchandise was only $32,045.00 for 2022.

Special Events

While OVG promised Legacy Sports and the Bondholders that BBP would be included in its "arena alliance," such was not the case and OVG was procured for only one minor concert. Other concerts, exhibits, festivals, and shows came from Legacy Sports contracts. OVG projected revenue of $23,500,000.00 from its special events and ancillary programs but generated basically nothing.

Reliance on OVG

Blame for BBP's operational failures and Bond default which allegedly resulted in the loss of the Bondholder's investment has been placed on the shoulders of the Millers. OVG was responsible for 66% of the projected revenue from a $96,000,000.00 budget yet it netted only $65,000.00. Conversely, Legacy Sports generated over $21,000,000.00 of its $32,000,000.00 sports-related revenue budget. OVG's lack of preparation, reneging on promised investment, and utter failure to perform were the most significant factors in BBP's financial failure.

Were it not for OVG's involvement in the project, it is plainly evident that the Bondholders would not have invested in the BBP project. In an email dated November 16, 2022, counsel for UMB Bank as Trustee for the Bondholders, advised various counsel involved in restructuring efforts that, "The current members of the Directing Holders Group have been very clear that this participation (OVG) was very material to their decision to invest in BBP insofar as Legacy Cares and Legacy Sports had no experience in venue operations outside of Moss." In a follow up email on November 17, 2022, counsel stated, "I have been advised on several occasions that the OVG relationship was a material consideration in the investment decision of many of the Registered Owners." It is obvious that the Bondholders had a preexisting relationship with OVG and its affiliated companies, which was a determining factor in making their respective investments.

Ziegler's Lack of Operating Capital

Throughout the financing process Ziegler made repeated representations to Legacy Sports that it would provide Legacy Sports with a $25,000,000.00 to $30,000,000.00 operating line of credit. At some point Ziegler realized that it would be too expensive to include the operating line in the bond funding. Accordingly, Ziegler represented that it would assist Legacy Sports in the procurement of operating capital from third-party financial institutions. Ziegler's efforts never materialized; thus, BBP opened without any safety net for start-up operations.

COVID Impact

Bond proceeds were disbursed on August 20, 2020. Pursuant to the financing agreements, the first bond interest payment was due in September 2022. BBP was scheduled to open and did partially open on January 2, 2022.

In October 2020 during the initial construction stages, Legacy Sports and Legacy Cares were forced to terminate the original general contractor and find a replacement. This resulted in a construction delay. Consequently, when BBP opened it was only partially complete and still a construction zone. The Performance Training and Health and Wellness Center, with a revenue projection of $3,845,000.00, did not open until July 2022. The E-Sports Center with a budgeted revenue of $7,779,845.00 never opened. Bathrooms were not completed due to plumbing issues nor were lights installed at sand volleyball. Delaying the opening was not an option since the first Bond interest payment was due only eight months after opening and there was no operating reserve.

On March 17, 2020, the State of Arizona placed restrictions on business operations due to COVID. Construction on BBP continued throughout the COVID restriction period; however, the impact on other parts of the country was more devastating. Budgeting for many events relied on participation from out-of-state teams. Due to COVID restrictions and the increased cost of travel, events were cancelled because of the lack of participation or events were much smaller due to team cancellation. This resulted in an approximate loss of $6,000,000.00 in sports and ancillary reserve.

Blaming the Millers for the total loss of $283,000,000.00 is misplaced. As set forth above, there were a number and more compelling causes for BBP to default other than the Bondholders' purported reliance on unenforceable LOIs.

Very truly yours,

McCANN, GARLAND, RIDALL & BURKE

J. Michael Baggett

Stratton Letter

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September 22, 2025

Ms. Alice Marie Johnson
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

Mr. Edward Martin, Esquire
Office of the Pardon Attorney
U.S. Department of Justice
950 Pennsylvania Avenue NW
Washington, DC 20530

Dear Ms. Johnson and Mr. Martin:

My name is Timothy Alexander Stratton. I am an attorney licensed in the State of Arizona and the State of Illinois since 2010 and 1999, respectively. In the course of my legal career, I have practiced almost exclusively in the areas of municipal law and public finance law where I routinely serve as bond counsel on public finance transactions aggregating billions of dollars. I am an active member of the National Association of Bond Lawyers where I have served as an editor of the Federal Securities Laws of Municipal Bonds Deskbook published by LexisNexis. In addition to my legal practice, I have been active in community affairs and have served as both an elected and appointed official in many capacities. Most recently I serve on the State Board of Charter Schools for Arizona and was appointed by Governor Doug Ducey. I have also served as a member of the State Committee on the Bar Examination of the State of Arizona Supreme Court. I have also served as an appointed Judge Pro Tem on the Superior Court of Maricopa County, Arizona.

I was introduced to Chad Miller by the investment banker working with Chad's father's company, Legacy Sports, to secure bond financing for a sports complex. My firm was engaged to serve as bond counsel and I worked with Chad and the rest of the financing team on certain legal aspects of the financing. During that time, and after the transaction closed, I witnessed Chad Miller as a competent, but new CEO whose project suffered terrible timing with what we all experienced with the onslaught of COVID. Although we didn't know it at the time, these COVID related complications and their lingering aftermath crippled an otherwise sound business plan, and unknowingly initiated the unfortunate financial events that would unfold many months after the last bonds were sold.

Specifically, the onset of COVID negatively impacted the start-up and operation of the park resulting in significant lost revenues. Also, the failure to secure an operating line of credit negatively impacted the ability of the park to operate and turn a profit. Finally, the failure of other components of park operations including food service and non-sports related events were a significant cause of the park's failure. Those aspects were managed by other firms. Indeed, the sports related activities which were managed by Legacy were the only profitable components. While there were issues with certain letters of intent, those were listed as non-binding and in fact Legacy delivered on providing sports related revenues. Let me be clear, the misstated letters of intent were not the cause of the park's revenue shortfall.

In addition, it is important to remember that the sports complex was always a speculative venture. I still believe it was and is a great idea, but nothing like it had ever been tried. There was always a significant risk of failure. And those who lost money were large institutional investors. It is unfortunate that the project was not successful, but these investors are sophisticated and were fully aware of the risk of failure. Even good ideas sometimes fail, and I would put this project in that category. In our case, the timing was simply terrible.

I witnessed Chad Miller doing everything he could to rally the troops, meet his business projections and even contribute vast amounts of his personal money to literally keep the lights on and the employees paid. He could have simply walked away, but he made a decision to stay and try to do everything he could to make the enterprise a success. In fact, as the financial situation was becoming more dire, I was engaged to attempt a refinancing and restructuring of the debt to allow the park more time to stabilize. Chad was instrumental in trying to accomplish this goal, along with a new investment banking team.

After the financing closed, I continued to interact with Chad and we became not only business acquaintances but friends. Today, I can call Chad a close personal friend. I have witnessed firsthand his character and compassion for others in need. Chad has volunteered countless hours to community charity and the furtherance of sport for youth causes. Chad has been active with the Fiesta Bowl Organization and other community groups. Chad has been a part of our community and is generous with his time.

Most importantly, Chad is a committed father to his small children. Chad and I recently both went through divorce around the same time and similarly with young children. We have had heart to heart conversations about our lives and how much our respective families and children mean to each of us. Chad's overriding concern during this process has been the wellbeing of his children and family. Chad's heart is in the right place and that says a lot about a man.

Thank you for your reasoned consideration of Chad's request for a pardon. Should you have any questions or need additional clarification I would be most willing to discuss this matter further with you. I consider Chad Miller an asset and valuable member of the community, to his family and children, to his friends and associates and to me personally. I would not hesitate to trust Chad implicitly or directly with persons or property I care about.

Respectfully Submitted,

Timothy Alexander Stratton

Woods Letter

From The Desk Of

Timothy T. Woods

2 September 2025

Re: Randy & Chad Miller character testimonial

Your Honor,

I've known Randy and Chad personally and professionally since 2020. I was introduced to them by a fellow member of a reputable national business organization. As President of Farmer Woods Group, a Leavitt Group Affiliate, I was the insurance broker of record for Legacy Sports Complex from pre-construction through the duration of their time with the park. I've spent substantial time with them and feel qualified to provide character input based on my observations.

They are loyal and accountable. Despite how things unfolded, they've not run from facing the associated challenges head on. I hold that their motivations were never nefarious. I have firsthand knowledge of their attempts to do the right thing through several of my clients, individuals and companies involved with the park across my network. They've demonstrated genuine desire to make things right. As the park's struggles surfaced, they remained ardent champions for the stakeholders and vendors supporting the park. They consistently made hard right decisions to make good on contracts and meet financial obligations, in several instances participating personally financially.

Admittedly not privy to all the facts surrounding the case, I can say that I'm more than shocked this has gotten to this point. While I'd guess they'd made different decisions today, if able to rewind, I find it hard to believe they knowingly acted in a fraudulent manner and am confident they acted with no ill-intent.

Randy and Chad greatly value reputation and are heavily involved in the community. They put the park in a position to spread meaningful impact throughout Arizona for years to come. Chad has been an active volunteer on the Fiesta Bowl committee for years, raising thousands of dollars for a multitude of local valley youth charities.

As you weigh a pardon or commutation, I'd ask that you strongly consider their personal lives. Randy is 70 years old and has had health concerns in the past and Chad is a loving father to two young children. I'd argue that both have paid a high price publicly and personally for their involvement already and having this follow them legally going forward seems less than just.

An Army Lieutenant Colonel myself, retired after 25 years of honorable service, I'm confident in my ability to accurately judge character and I don't think I've missed my assessment of the Millers. I'm available to discuss further at your direction.

Sincerely appreciate your time and consideration,

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