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9 **UNITED STATES BANKRUPTCY COURT**  
 10 **DISTRICT OF NEVADA**

11  
 12  
 13 In re  
 14 Front Sight Management LLC,

Case No. 22-11824-abl

Chapter 11

**Date:** OST REQUESTED  
**Time:** OST REQUESTED

23 **DEBTOR’S EMERGENCY APPLICATION FOR THE ENTRY OF AN ORDER**  
 24 **AUTHORIZING THE DEBTOR TO EMPLOY AND RETAIN STRETTO AS CLAIMS,**  
 25 **NOTICING AND SOLICITATION AGENT**

26 Front Sight Management LLC dba Front Sight Firearms Training Institute, the chapter 11  
 27 debtor and debtor in possession herein (the “Debtor”) hereby files its emergency application (the  
 28 “Application”) for the entry of an order, substantially in the form attached hereto as **Exhibit 1**, (i)

1 authorizing the Debtor’s employment and retention of Stretto<sup>1</sup> (“Stretto”) as claims, noticing and  
2 solicitation agent (the “Claims and Noticing Agent”) in connection with the Debtor’s chapter 11  
3 case, (ii) approving the terms of the Services Agreement dated April 22, 2022, and (iii) granting such  
4 other and further relief as appropriate.

5 Specifically, the Debtor requests entry of an order authorizing the Debtor to retain and  
6 appoint the Claims and Noticing Agent to, among other tasks: (a) serve as the noticing agent to mail  
7 notices to the estates’ creditors, equity security holders, and other parties in interest; (b) provide  
8 computerized claims, objection, solicitation, and balloting-related services; and (c) provide expertise,  
9 consultation, and assistance in claim and ballot processing and other administrative services with  
10 respect to this chapter 11 case.

11 In support of the Application, the Debtor relies upon the *Omnibus Declaration of Ignatius*  
12 *Piazza in Support of First Day Motions* (the “Piazza Decl.”) and the *Declaration of Sheryl Betance*  
13 *in Support of Debtor’s Emergency Application for the Entry of an Order Authorizing the Debtor to*  
14 *Employ and Retain Stretto as Claims, Noticing and Solicitation Agent* (the “Betance Decl.”). In  
15 further support of the Application, the Debtor respectfully represents as follows:

16 **I. JURISDICTION AND VENUE**

17 1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and  
18 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this Court  
19 pursuant to 28 U.S.C. §§ 1408 and 1409.

20 2. Pursuant to Rule 9014.2(a) of the Local Rules of Bankruptcy Practice of the United  
21 States District Court for the District of Nevada (the “Local Rules”), the Debtor confirms its consent  
22 to the entry of a final order by the Bankruptcy Court in connection with this Motion to the extent that  
23 it is later determined that the Bankruptcy Court, absent consent of the parties, cannot enter final  
24 orders or judgments in connection herewith consistent with Article III of the United States  
25 Constitution.

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<sup>1</sup> Stretto is the trade name of Bankruptcy Management Solutions, Inc. and its subsidiaries.

1           3.       The statutory and legal predicates for the relief requested in this Motion are 28 U.S.C.  
2 § 156(c), Sections<sup>2</sup> 105(a), 327, 328(a), 503(b), 1107 and 1108, Bankruptcy Rules 2002(f), 2014(a),  
3 2016 and 6003, Local Rule 2002, and the *Guidelines for a Claim Noticing Agent* instituted by the  
4 United States Bankruptcy Court for the District of Nevada (the “Claims Agent Protocol”).

## 5           **II. FACTUAL BACKGROUND**

6           4.       On May 24, 2022 (the “Petition Date”), Front Sight Management LLC dba Front  
7 Sight Firearms Training Institute, a Nevada limited liability company (the “Debtor”), filed a  
8 voluntary petition for relief under chapter 11. The Debtor continues to operate its business and  
9 manage its affairs as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy  
10 Code. No trustee, examiner, or committee has been appointed in the Debtor’s chapter 11 case.

11           5.       A detailed description surrounding the facts and circumstances of this chapter 11 case  
12 is set forth in the Piazza Declaration, filed concurrently with this Application and incorporated by  
13 reference herein.

## 14           **III. RELIEF REQUESTED**

15           6.       By this Application, the Debtor seeks entry of an order, substantially in the form  
16 attached hereto as **Exhibit 1**, (i) authorizing the Debtor’s employment and retention of Stretto as the  
17 Claims and Noticing Agent in connection with the Debtor’s chapter 11 case, (ii) approving the terms  
18 of the Services Agreement dated April 22, 2022, and (iii) granting such other and further relief as  
19 appropriate.

20           7.       Specifically, the Debtor requests entry of an order authorizing the Debtor to retain  
21 and appoint the Claims and Noticing Agent to, among other tasks: (a) serve as the noticing agent to  
22 mail notices to the estates’ creditors, equity security holders, and other parties in interest; (b) provide  
23 computerized claims, objection, solicitation, and balloting-related services; and (c) provide expertise,  
24 consultation, and assistance in claim and ballot processing and other administrative services with  
25 respect to this chapter 11 case.

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28 <sup>2</sup> Unless otherwise stated, all references to “Sections” herein shall be to the Bankruptcy Code  
appearing in Title 11 of the U.S. Code; and all references to a “Bankruptcy Rule” shall refer to the  
Federal Rules of Bankruptcy Procedure.

1 8. The terms of Stretto’s proposed retention are set forth in the Services Agreement  
2 dated April 22, 2022 (the “Services Agreement”), a copy of which is attached to the Betance Decl. as  
3 **Exhibit A**, and incorporated herein by reference.

4 **IV. BASIS FOR RELIEF REQUESTED**

5 9. Although the Debtor has not yet filed its schedules of assets and liabilities and  
6 statements of financial affairs (collectively, the “Schedules”), it anticipates that there will be  
7 approximately 263,000 parties to be noticed. In view of the number of anticipated notice parties, the  
8 Debtor submits that the appointment of a claims and noticing agent will provide the most effective  
9 and efficient means of, and relieve the Debtor and/or the Office of the Clerk of the Bankruptcy Court  
10 (the “Clerk”) of the administrative burden of, noticing, administering claims, and soliciting and  
11 tabulating votes and is in the best interests of both the Debtor’s estate and its creditors.

12 10. The Debtor’s selection of Stretto to act as the Claims and Noticing Agent is  
13 appropriate under the circumstances and in the best interest of the estate. Moreover, the Debtor  
14 submits that, based on all engagement proposals obtained and reviewed, Stretto’s rates are  
15 competitive and reasonable given Stretto’s quality of services and expertise.

16 11. The Court is permitted to appoint Stretto as Claims and Noticing Agent in this chapter  
17 11 case. Pursuant to 28 U.S.C. § 156(c), the Court is authorized to utilize agents and facilities other  
18 than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides,  
19 in relevant part, as follows:

20 Any court may utilize facilities or services, either on or off the court’s  
21 premises, which pertain to the provision of notices, dockets, calendars,  
22 and other administrative information to parties in cases filed under the  
23 provisions of title 11, United States Code, where the costs of such  
facilities or services are paid for out of the assets of the estate and are  
not charged to the United States.

24 12. Accordingly, § 156(c) of title 28 of the United States Code empowers the Court to  
25 utilize outside agents and facilities for notice and claims purposes, provided the Debtor’s estate pays  
26 the cost of such services.

27 13. Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided  
28 to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that

1 a person other than the Clerk give notice of the various matters described therein. *See* Fed. R.  
2 Bankr. P. 2002.

3 14. Additionally, Local Rule 2002(c) requires the Debtor to mail out appropriate notices  
4 in cases with over 200 creditors or parties in interest.

5 15. The appointment of Stretto will help to expedite and more efficiently facilitate the  
6 administration of this chapter 11 case, and will relieve the Clerk's office of administrative burdens.  
7 Therefore, for all of the foregoing reasons, the Debtor respectfully submits that Stretto's  
8 appointment as Claims and Noticing Agent is necessary and in the best interests of the Debtor and its  
9 estate and will serve to maximize the value of the Debtor's estate for its creditors.

10 16. Furthermore, the Debtor respectfully submits that the fees and expenses that would be  
11 incurred by Stretto under the proposed engagement would be administrative in nature and, therefore,  
12 should not be subject to standard fee application procedures of professionals.

### 13 **V. STRETTO'S QUALIFICATIONS**

14 17. Stretto is a chapter 11 administrator comprised of leading industry professionals with  
15 significant experience in both the legal and administrative aspects of large, complex chapter 11  
16 cases. Stretto's professionals have experience in noticing, claims administration, solicitation,  
17 balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters  
18 of this size and complexity. Stretto's professionals have acted as official claims and noticing agent  
19 in many large bankruptcy cases in this district and in other districts nationwide. Stretto has  
20 developed efficient and cost-effective methods to handle the voluminous mailings associated with  
21 the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and  
22 fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active and  
23 former cases include: *In re Alpha Guardian Corp.*, Case No. 20-11016 (MKN) (Bankr. D. Nev. Feb.  
24 25, 2020); *In re REVA Medical, Inc.*, Case No. 20-10072 (JTD) (Bankr. D. Del. Jan. 16, 2020); *In re*  
25 *Seabras 1 USA, LLC*, Case No. 19-14006 (SMB) (Bankr. S.D.N.Y. Dec. 27, 2019); *In re Clover*  
26 *Technologies Group, LLC*, Case No. 19-12680 (KBO) (Bankr. D. Del. Dec. 23, 2019); *In re MTE*  
27 *Holdings LLC*, Case No. 19-12269 (KBO) (Bankr. D. Del. Nov. 15 2019); *In re Fleetwood*  
28 *Acquisition Corp.*, Case No. 19-12330 (KG) (Bankr. D. Del. Nov. 5, 2019); *In re Zenergy Brands*,

1 *Inc.*, Case No. 19-42886 (Bankr. E.D. Tex. Oct. 31, 2019); *In re Agera Energy LLC*, Case No. 19-  
 2 23802 (RDD) (Bankr. S.D.N.Y. Oct. 9, 2019); *In re The Diocese of Rochester*, Case No. 19-20905  
 3 (PRW) (Bankr. W.D.N.Y. Nov. 25, 2019); *In re The News-Gazette, Inc.*, Case No. 19-11901 (KBO)  
 4 (Bankr. D. Del. Sept. 4, 2019); *In re Loot Crate, Inc.*, Case No. 19-11791 (BLS) (Bankr. D. Del.  
 5 Aug. 14, 2019); *In re Barneys New York, Inc.*, Case No. 19-36300 (CGM) (Bankr. S.D.N.Y. Aug. 7,  
 6 2019).<sup>3</sup>

## 7 VI. SERVICES TO BE PROVIDED

8 18. This Application pertains to the work to be performed by Stretto under section 327(a)  
 9 of the Bankruptcy Code and under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c).  
 10 Under the Services Agreement, Stretto will perform the following services (collectively, the  
 11 "Services"), as the Claims and Noticing Agent, at the request of the Debtor or the Clerk:

- 12 a. prepare and serve required notices and documents in this chapter 11 case in  
 13 accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and  
 14 manner directed by the Debtor and/or the Court, including: (i) notice of the  
 15 commencement of this chapter 11 case and the initial meeting of creditors under  
 16 Bankruptcy Code section 341(a); (ii) notice of any claims bar date; (iii) notices of  
 17 transfers of claims; (iv) notices of objections to claims and objections to transfers of  
 18 claims; (v) notices of any hearings on a disclosure statement and confirmation of the  
 19 Debtor's plan or plans of reorganization, including under Bankruptcy Rule 3017(d);  
 20 (vi) notice of the effective date of any plan; and (vii) all other notices, orders,  
 21 pleadings, publications and other documents as the Debtor, Court, or Clerk may deem  
 22 necessary or appropriate for an orderly administration of this chapter 11 case;
- 23 b. maintain an official copy of the Debtor's Schedules, listing the Debtor's known  
 24 creditors and the amounts owed thereto;

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 28 <sup>3</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to  
 this Application. Copies of these cited orders are available upon request to the Debtor's proposed  
 counsel.

- 1 c. maintain (i) a list of all potential creditors, equity holders and other  
2 parties-in-interest and (ii) a “core” mailing list consisting of all parties described in  
3 Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of  
4 appearance pursuant to Bankruptcy Rule 9010, and update and make said lists  
5 available upon request by a party-in-interest or the Clerk;
- 6 d. furnish a notice to all potential creditors of the last date for filing proofs of claim and  
7 a form for filing a proof of claim, after such notice and form are approved by the  
8 Court, and notify said potential creditors of the existence, amount and classification  
9 of their respective claims as set forth in the Schedules, which may be effected by  
10 inclusion of such information (or the lack thereof, in cases where the Schedules  
11 indicate no debt due to the subject party) on a customized proof of claim form  
12 provided to potential creditors;
- 13 e. maintain a post office box or address for the purpose of receiving claims and returned  
14 mail, and process all mail received;
- 15 f. maintain an electronic platform for purposes of filing proofs of claim;
- 16 g. for all notices, motions, orders or other pleadings or documents served, prepare and  
17 file or cause to be filed with the Clerk an affidavit or certificate of service within  
18 seven business days of service which includes: (i) either a copy of the notice served  
19 or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to  
20 whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of  
21 service; and (iv) the date served;
- 22 h. process all proofs of claim received, including those received by the Clerk, check said  
23 processing for accuracy and maintain the original proofs of claim in a secure area;
- 24 i. maintain the official claims register for the Debtor (the “Claims Register”) on behalf  
25 of the Clerk; upon the Clerk’s request, provide the Clerk with certified, duplicate  
26 unofficial Claims Register; and specify in the Claims Register the following  
27 information for each claim docketed: (i) the claim number assigned; (ii) the date  
28 received; (iii) the name and address of the claimant and agent, if applicable, who filed

- 1 the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (*e.g.*,
- 2 secured, unsecured, priority, etc.); and (vi) any disposition of the claim;
- 3 j. provide public access to the Claims Register, including complete proofs of claim with
- 4 attachments, if any, without charge;
- 5 k. implement necessary security measures to ensure the completeness and integrity of
- 6 the Claims Register and the safekeeping of the original claims;
- 7 l. record all transfers of claims and provide any notices of such transfers as required by
- 8 Bankruptcy Rule 3001(e);
- 9 m. relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to
- 10 the offices of Stretto not less than weekly;
- 11 n. upon completion of the docketing process for all claims received to date for each
- 12 case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon
- 13 the Clerk's request);
- 14 o. monitor the Court's docket for all notices of appearance, address changes, and claims-
- 15 related pleadings and orders filed and make necessary notations on and/or changes to
- 16 the claims register and any service or mailing lists, including to identify and eliminate
- 17 duplicative names and addresses from such lists;
- 18 p. identify and correct any incomplete or incorrect addresses in any mailing or service
- 19 lists (to the extent such information is available);
- 20 q. assist in the dissemination of information to the public and respond to requests for
- 21 administrative information regarding this chapter 11 case as directed by the Debtor or
- 22 the Court, including through the use of a case website and/or call center;
- 23 r. provide docket updates via email to parties who subscribe for such service on the
- 24 Debtor's case website;
- 25 s. comply with applicable federal, state, municipal, and local statutes, ordinances, rules,
- 26 regulations, orders, and other requirements in connection with the Services rendered
- 27 pursuant to the Services Agreement;
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- 1 t. if this chapter 11 case is converted to a case under chapter 7 of the Bankruptcy Code,  
2 contact the Clerk within three days of notice to Stretto of entry of the order  
3 converting the case;
- 4 u. thirty days prior to the close of this chapter 11 case, to the extent practicable, request  
5 that the Debtor submits to the Court a proposed order dismissing Stretto as claims,  
6 noticing, and solicitation agent and terminating its services in such capacity upon  
7 completion of its duties and responsibilities and upon the closing of this chapter 11  
8 case;
- 9 v. within seven days of notice to Stretto of entry of an order closing this chapter 11 case,  
10 provide to the Court the final version of the Claims Register as of the date  
11 immediately before the close of the chapter 11 case;
- 12 w. at the close of this chapter 11 case: (i) box and transport all original documents, in  
13 proper format, as provided by the Clerk, to (A) the Federal Archives Record  
14 Administration, or (B) any other location requested by the Clerk; and (ii) docket a  
15 completed SF-135 Form indicating the accession and location numbers of the  
16 archived claims;
- 17 x. assist the Debtor with, among other things, plan-solicitation services including: (i)  
18 balloting; (ii) distribution of applicable solicitation materials; (iii) tabulation and  
19 calculation of votes; (iv) determining with respect to each ballot cast, its timeliness  
20 and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures  
21 ordered by this Court; (v) preparing an official ballot certification and testifying, if  
22 necessary, in support of the ballot tabulation results; and (vi) in connection with the  
23 foregoing services, process requests for documents from parties in interest, including,  
24 if applicable, brokerage firms, bank back-offices and institutional holders;
- 25 y. if requested, assist with the preparation of the Debtor's Schedules and gather data in  
26 conjunction therewith;
- 27 z. provide a confidential data room, if requested;
- 28 aa. coordinate publication of certain notices in periodicals and other media;

1 bb. manage and coordinate any distributions pursuant to a chapter 11 plan; and

2 cc. provide such other claims, noticing, processing, solicitation, balloting, and other  
3 administrative services described in the Services Agreement, that may be requested  
4 from time to time by the Debtor, the Court, or the Clerk.

5 **VII. PROFESSIONAL COMPENSATION**

6 19. The fees to be charged by Stretto in connection with this chapter 11 case are set forth  
7 in the Services Agreement. The Debtor requests that the undisputed fees and expenses incurred by  
8 Stretto in the performance of the above Services be treated as administrative expenses of the  
9 Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and Section 503(b)(1)(A) and be paid in  
10 the ordinary course of business pursuant to the Services Agreement without further application to or  
11 order of the Court.

12 20. Stretto agrees to maintain records of all services showing dates, categories of  
13 services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices  
14 on the Debtor, the Office of the United States Trustee, counsel for the Debtor, counsel for any  
15 official committee monitoring the expenses of the Debtor and any party in interest who specifically  
16 requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or  
17 monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution  
18 is not achieved, the parties may seek resolution of the matter from this Court.

19 21. Prior to the Petition Date, the Debtor provided Stretto an advance in the amount of  
20 \$10,000. Stretto seeks to first apply the advance to all prepetition invoices, and thereafter, to have  
21 the advance replenished to the original advance amount, and thereafter, to hold the advance under  
22 the Services Agreement during this chapter 11 case as security for the payment of fees and expenses  
23 incurred under the Services Agreement.

24 22. In addition, under the terms of the Services Agreement, the Debtor has agreed to  
25 indemnify, defend, and hold harmless Stretto and its members, directors, officers, employees,  
26 representatives, affiliates, consultants, subcontractors, and agents under certain circumstances  
27 specified in the Services Agreement, except in circumstances resulting from Stretto's bad faith, gross  
28 negligence, willful misconduct, or as otherwise provided in the order granting this Application. The

1 Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to  
2 retain the services of a Claims and Noticing Agent in this chapter 11 case.

3 **VIII. CLAIM AGENT’S DISINTERESTEDNESS**

4 23. Stretto has reviewed its electronic database to determine whether it has any  
5 relationships with the creditors and parties in interest provided by the Debtor, and, to the best of the  
6 Debtor’s knowledge, information, and belief, and except as disclosed in the Betance Decl., Stretto  
7 has represented that it neither holds nor represents any interest materially adverse to the Debtor’s  
8 estate in connection with any matter on which it would be employed.

9 24. To the best of the Debtor’s knowledge, Stretto is a “disinterested person” as that term  
10 is defined in Section 101(14), as modified by Section 1107(b), as Stretto represents in the Betance  
11 Declaration, among other things, that:

- 12 a. Stretto is not a creditor or insider of the Debtor;
- 13 b. Stretto will not consider itself employed by the United States government and shall  
14 not seek any compensation from the United States government in its capacity as the  
15 Claims and Noticing Agent in this chapter 11 case;
- 16 c. By accepting employment in this chapter 11 case, Stretto waives any rights to receive  
17 compensation from the United States government in connection with this chapter 11  
18 case;
- 19 d. In its capacity as the Claims and Noticing Agent in the chapter 11 case, Stretto will  
20 not be an agent of the United States and will not act on behalf of the United States;
- 21 e. Stretto will not employ any past or present employees of the Debtor in connection  
22 with its work as the Claims and Noticing Agent in the chapter 11 case;
- 23 f. Stretto is a “disinterested person” as that term is defined in Section 101(14) with  
24 respect to the matters upon which it is engaged;
- 25 g. In its capacity as Claims and Noticing Agent in these chapter 11 case, Stretto will not  
26 intentionally misrepresent any fact to any person;
- 27 h. Stretto shall be under the supervision and control of the Clerk with respect to the  
28 receipt and recordation of claims and claim transfers;

1 i. Stretto will comply with all requests of the Clerk and the guidelines promulgated by  
2 the Judicial Conference of the United States for the implementation of 28 U.S.C. §  
3 156(c); and

4 j. None of the services provided by Stretto as Claims and Noticing Agent in this chapter  
5 11 case shall be at the expense of the Clerk.

6 25. Should Stretto discover any new relevant facts or relationships bearing on the matters  
7 described herein during the period of its retention, Stretto will use reasonable efforts to file promptly  
8 a supplemental declaration.

9 **IX. RELIEF AS OF THE PETITION DATE IS APPROPRIATE**

10 26. In accordance with the Debtor's request, Stretto has agreed to serve as Claims and  
11 Noticing Agent on and after the Petition Date. The Debtor believes that no party in interest will be  
12 prejudiced by the granting relief as of the Petition Date as proposed in this Application, because  
13 Stretto has provided and continues to provide valuable services to the Debtor's estate during the  
14 interim period.

15 27. Accordingly, the Debtor respectfully requests entry of the Order authorizing the  
16 Debtor to retain and employ Stretto as Claims and Noticing Agent effective as of the Petition Date  
17 so that Stretto can be compensated for services rendered before approval of this Application.

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1           **X.       EMERGENCY CONSIDERATION AND WAIVER OF THE STAY**

2           28.       The Debtor requests emergency consideration of this Application pursuant to  
3 Bankruptcy Rule 6003, which empowers a court to grant relief within the first twenty-one days after  
4 the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and  
5 irreparable harm.” The Application requests relief from procedural rules and requirements that  
6 pertain to matters of immediate significance or which involve deadlines sooner than twenty-one days  
7 after the Petition Date. The relief will save costs and avoid undue administrative burden and  
8 confusion only if granted before the applicable deadlines. Accordingly, the Debtor submits that it  
9 has satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore,  
10 requests that the Court approve the relief requested in this Application on an emergency basis.

11           29.       Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of  
12 property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders  
13 otherwise.” In view of the urgency of the relief requested herein and the administrative burden to  
14 the Debtor’s estate if the relief sought in this Application is not granted immediately, a fourteen-day  
15 stay of the relief sought herein is impractical. Accordingly, the Debtor requests that this Court waive  
16 the stay under Bankruptcy Rule 6004(h) and provide in the order granting the relief sought herein  
17 that such order shall be effective immediately.

18           **XI.     NOTICE**

19           30.       Notice of this Application will be provided to the (a) the Office of the U.S. Trustee;  
20 (b) the holders of the 20 largest unsecured claims against the Debtor; (c) the Internal Revenue  
21 Service and those governmental agencies required to receive notice under Bankruptcy Rule 5003(e);  
22 (d) secured creditors; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002.  
23 As this Application is seeking “first day” relief, the Debtor will serve copies of this Application and  
24 any order entered in respect of this Application as noted above. The Debtor believes that no further  
25 notice is required.

26           **XII.    CONCLUSION**

27           For the reasons set forth herein and in the Betance Decl., the Debtor respectfully requests that  
28 the Court enter an order, substantially in the form attached hereto as **Exhibit 1**, (i) authorizing the

1 Debtor to employ and retain Stretto as its notice, claims and solicitation agent effective as of the  
2 Petition Date, (ii) approving the terms of the Services Agreement, and (iii) granting such other and  
3 further relief as is appropriate.

4 DATED: May 24, 2022

BG LAW LLP

6  
7 By: /s/ Susan K. Seflin  
8 Steven T. Gubner  
9 Susan K. Seflin  
10 Jessica Wellington  
11 Proposed Attorneys for Chapter 11  
12 Debtor and Debtor in Possession  
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Proposed Attorneys for Chapter 11 Debtor  
and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re  
Front Sight Management LLC,

Case No. 22-11824-abl

Chapter 11

**Date:**  
**Time:**

**ORDER GRANTING DEBTOR’S EMERGENCY APPLICATION FOR THE ENTRY OF  
AN ORDER AUTHORIZING THE DEBTOR TO EMPLOY AND RETAIN STRETTO AS  
CLAIMS, NOTICING AND SOLICITATION AGENT**



1 This matter having come before the Court upon the Application<sup>1</sup> of the above-captioned  
 2 debtor and debtor-in-possession (the “Debtor”) pursuant to 28 U.S.C. § 156(c), Sections<sup>2</sup> 105(a),  
 3 327, 328(a), 503(b), 1107 and 1108, Bankruptcy Rules 2002(f), 2014(a), 2016 and 6003, Local Rule  
 4 2002, 2014 and 2016, Local Rule 2002, and the *Guidelines for a Claim Noticing Agent* instituted by  
 5 the United States Bankruptcy Court for the District of Nevada, for entry of an order (this “Order”) (i)  
 6 authorizing the Debtor to employ and retain Stretto as Claims and Noticing Agent effective as of the  
 7 Petition Date, (ii) approving the terms of the Services Agreement, and (iii) granting such other and  
 8 further relief as is appropriate, all as more fully set forth in the Application; and upon the Piazza  
 9 Declaration and Betance Declaration submitted in support of the Application; and it appearing that  
 10 the relief requested is in the best interests of the Debtor’s estate, its creditors and other parties in  
 11 interest, and it appearing that Stretto does not represent an interest adverse to the Debtor or its estate  
 12 with respect to the matter on which Stretto is to be employed; and it appearing that the terms and  
 13 conditions of Stretto’s employment as further described in the Application are reasonable; and this  
 14 Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court  
 15 having found that venue of this proceeding and the Application in this district is proper pursuant to  
 16 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to  
 17 28 U.S.C. § 157(b); and this Court having found that Debtor’s notice of the Application and  
 18 opportunity for a hearing on the Application were appropriate under the circumstances and no other  
 19 notice need be provided; and this Court having reviewed the Application and having heard the  
 20 statements in support of the relief requested therein at a hearing, if any, before this Court (the  
 21 “Hearing”); appearances having been noted on the record at the Hearing; the Court having stated its  
 22 findings of fact and conclusions of law on the record at the Hearing on the Application, which  
 23 findings of fact and conclusions of law are incorporated herein by this reference in accordance with  
 24 Fed. R. Civ. P. 52, as made applicable by Bankruptcy Rule 9014; and this Court having determined

25 \_\_\_\_\_  
 26 <sup>1</sup> All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to  
 them in the Application.

27 <sup>2</sup> Unless otherwise stated, all references to “Sections” herein shall be to the Bankruptcy Code  
 28 appearing in Title 11 of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the  
 Federal Rules of Bankruptcy Procedure; and all reference to “Local Rule” shall refer to the Local  
 Rules of Bankruptcy Practice of the United States District Court for the District of Nevada.

1 that the legal and factual bases set forth in the Application and at the Hearing establish just cause for  
2 the relief granted herein; and upon all of the proceedings had before this Court; and after due  
3 deliberation and sufficient cause appearing:

4 **IT IS HEREBY ORDERED THAT:**

5 1. The Application is GRANTED in its entirety.

6 2. The Debtor is authorized to retain and appoint Stretto as Claims and Noticing Agent  
7 under the terms of the Services Agreement as set forth in this Order, and Stretto is authorized  
8 and directed to perform noticing and balloting services and to receive, maintain, record, and  
9 otherwise administer the proofs of claim filed in this chapter 11 case, and other related tasks  
10 as described in the Application, the Services Agreement, and this Order. The Clerk shall  
11 provide Stretto with ECF credentials that allow Stretto to receive ECF notifications and file  
12 certificates of service.

13 3. Stretto shall serve as the custodian of court records and shall be designated as the  
14 authorized repository for all proofs of claim filed in this chapter 11 case and is authorized  
15 and directed to maintain an official claims register for the Debtor and to provide the Clerk  
16 with a certified duplicate thereof upon the request of the Clerk.

17 4. Stretto is authorized and directed to provide an electronic interface for filing of proofs  
18 of claim and to obtain a post office box or address for the receipt of proofs of claim. Stretto  
19 shall provide public access to the claims register, including complete proofs of claim with  
20 attachments, if any, without charge. To the extent that the Debtor determines it is appropriate  
21 for claims filed by law enforcement (or other parties legally entitled to confidentiality) to be  
22 confidential, those claims will not be publicly accessible and the estate may incur charges  
23 related thereto.

24 5. Stretto is authorized to take such other action to comply with all duties and Services  
25 set forth in the Application.

26 6. Notwithstanding Sections 330 and 331 and Bankruptcy Rule 2016, the Debtor is  
27 authorized to compensate Stretto in accordance with the terms of the Services Agreement  
28 upon the receipt of reasonably detailed invoices setting forth the services provided by Stretto

1 and the rates charged for each, and to reimburse Stretto for all reasonable and necessary  
2 expenses it may incur, upon the presentation of appropriate documentation, without the need  
3 for Stretto to file fee applications or otherwise seek Court approval for the compensation of  
4 its services and reimbursement of its expenses.

5 7. Stretto shall maintain records of all services showing dates, categories of services,  
6 fees charged and expenses incurred. With respect to services provided prior to entry of an  
7 order confirming a chapter 11 plan in this chapter 11 case, Stretto shall serve monthly  
8 invoices on the Debtor, the Office of the United States Trustee, counsel for the Debtor,  
9 counsel for any official committee monitoring the expenses of the Debtor, and any party in  
10 interest who specifically requests service of the monthly invoices.

11 8. The parties shall meet and confer in an attempt to resolve any dispute that may arise  
12 relating to the Services Agreement or monthly invoices; *provided* that the parties may seek  
13 resolution of the matter from the Court if resolution is not achieved.

14 9. Without further order of the Court, pursuant to Section 503(b)(1)(A), the fees and  
15 expenses of Stretto under this Order shall be an administrative expense of the Debtor's estate.

16 10. Stretto may apply its advance to all prepetition invoices, which advance may be  
17 replenished to the original advance amount, and thereafter, Stretto may hold its advance  
18 under the Services Agreement during this chapter 11 case as security for the payment of fees  
19 and expenses incurred under the Services Agreement.

20 11. The Debtor shall indemnify Stretto under the terms of the Services Agreement, as  
21 modified pursuant to this Order.

22 12. Stretto shall not be entitled to indemnification, contribution, or reimbursement  
23 pursuant to the Services Agreement for services other than the services provided under the  
24 Services Agreement, unless such services and the indemnification, contribution, or  
25 reimbursement therefor are approved by this Court.

26 13. Notwithstanding anything to the contrary in the Services Agreement, the Debtor shall  
27 have no obligation to indemnify Stretto, or provide contribution or reimbursement to Stretto,  
28 for any claim or expense that is either: (a) judicially determined (the determination having

1 become final) to have arisen solely from Stretto's gross negligence, willful misconduct,  
2 fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order;  
3 (b) for a contractual dispute in which the Debtor alleges the breach of Stretto's contractual  
4 obligations if this Court determines that indemnification, contribution, or reimbursement  
5 would not be permissible under applicable law; or (c) of any type for which the Court  
6 determines that indemnification, contribution, or reimbursement would not be permissible  
7 pursuant to applicable law; or (d) settled prior to a judicial determination under (a) or (b), but  
8 determined by this Court, after notice and a hearing, to be a claim or expense for which  
9 Stretto should not receive indemnity, contribution, or reimbursement under the terms of the  
10 Engagement Agreement as modified by this Order.

11 14. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in this  
12 chapter 11 case (that order having become a final order no longer subject to appeal), or  
13 (b) the entry of an order closing this chapter 11 case, Stretto believes that it is entitled to the  
14 payment of any amounts by the Debtor on account of the Debtor's indemnification,  
15 contribution, and/or reimbursement obligations under the Services Agreement (as modified  
16 by this Order), including the advancement of defense costs, Stretto must file an application  
17 therefor in this Court, and the Debtor may not pay any such amounts to Stretto before the  
18 entry of an order by this Court approving the payment. If Stretto seeks reimbursement from  
19 the Debtor for attorneys' fees and expenses in connection with the payment of an indemnity  
20 claim pursuant to the Services Agreement, the invoices and supporting time records for the  
21 attorneys' fees and expenses shall be included in Stretto's own applications, both interim and  
22 final, but determined by this Court after notice and a hearing. This paragraph is intended  
23 only to specify the period of time under which the Court shall have jurisdiction over any  
24 request for fees and expenses by Stretto for indemnification, contribution, or reimbursement,  
25 and not a provision limiting the duration of the Debtor's obligation to indemnify Stretto. All  
26 parties in interest shall retain the right to object to any demand by Stretto for indemnification,  
27 contribution, or reimbursement.  
28

1 15. In the event Stretto is unable to provide the Services set out in this Order, Stretto will  
2 immediately notify the Clerk and the Debtor’s attorney and, upon approval of this Court,  
3 cause to have all original proofs of claim and computer information turned over to another  
4 claims and noticing agent with the advice and consent of the Clerk and the Debtor’s attorney.

5 16. After entry of an order terminating Stretto’s services, upon the closing of this case, or  
6 for any other reason, Stretto shall be responsible for archiving all proofs of claim with the  
7 Federal Archives Record Administration, if applicable, and shall be compensated by the  
8 Debtor in connection therewith.

9 17. Stretto shall not cease providing claims processing services during the chapter 11 case  
10 for any reason, including nonpayment, without an order of the Court.

11 18. In the event of any inconsistency between the Services Agreement, the Application,  
12 and this Order, this Order shall govern.

13 19. All time periods set forth in this Order shall be calculated in accordance with  
14 Bankruptcy Rule 9006(a).

15 20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are  
16 immediately effective and enforceable upon its entry.

17 21. The Debtor and Stretto are authorized to take all actions necessary to effectuate the  
18 relief granted in this Order in accordance with the Application.

19 22. This Court retains exclusive jurisdiction with respect to all matters arising from or  
20 related to the implementation, interpretation, and enforcement of this Order.

21 **IT IS SO ORDERED.**

22  
23 Submitted by:  
24 BG LAW LLP

25 By: \_\_\_\_\_  
26 Steven T. Gubner  
27 Susan K. Seflin  
Jessica Wellington

28 Proposed Attorneys for Chapter 11  
Debtor and Debtor in Possession

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**LR 9021 CERTIFICATION**

In accordance with LR 9021, an attorney submitting this document certifies as follows

(check one):

The court has waived the requirement set forth in LR 9021(b)(1).

No party appeared at the hearing or filed an objection to the motion.

I have delivered a copy of this proposed order to all attorneys who appeared at the hearing and opposed the relief, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

I certify that this is a case under chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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