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12 **UNITED STATES BANKRUPTCY COURT**  
13 **DISTRICT OF NEVADA**

14 In re:  
15 FRONT SIGHT MANAGEMENT LLC,  
16 Debtor.

Case No. 22-11824-abl  
Chapter 11

**DECLARATION OF TRACY M. O’STEEN, ESQ. IN SUPPORT OF FIRST INTERIM FEE APPLICATION OF CARLYON CICA CHTD., AS NEVADA COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, FOR ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD OF JUNE 13, 2022 THROUGH AUGUST 31, 2022**

**Hearing Date:** October 24, 2022  
**Hearing Time:** 9:30 a.m.

25 I, Tracy M. O’Steen, Esq., hereby declare as follows:

26 1. I am over the age of 18 and am mentally competent. I am an attorney employed by  
27 the law firm Carlyon Cica Chtd. (“Carlyon Cica”), Nevada counsel to the Official Committee of  
28 Unsecured Creditors (the “Committee”) for the above referenced bankruptcy estate of Front Sight

1 Management LLC (“Debtor”). I am familiar with Carlyon Cica’s work and billing practices, of  
2 relevant documents, and information supplied to me by other attorneys and employees of the firm. If  
3 called upon to testify as to the content of this declaration, I could and would competently do so under  
4 penalty of perjury.

5 2. I make this declaration in support of the First Interim Fee Application of Carlyon  
6 Cica Chtd., Nevada Counsel to the Official Committee of Unsecured Creditors, for Allowance of  
7 Compensation for Professional Services Rendered and Reimbursement of Expenses for the Period of  
8 June 13, 2022 through August 31, 2022 (the “Application”).

9 3. The Application has been prepared in accordance with the *Guidelines for Reviewing*  
10 *Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by*  
11 *Attorneys in Larger Chapter 11 Cases* adopted by the Executive Office for United States Trustees, as  
12 referenced by the Region 17 United States (the “Trustee Guidelines”), as well as in accordance with  
13 Bankruptcy Rule 2016 and Local Rule 2016.

14 4. I have personally reviewed the information contained in the Application, and the  
15 same is true and correct to the best of my knowledge, information and belief.

16 5. I have personally reviewed the bills in this matter, and in my opinion, the charges for  
17 legal services and the expenses for which reimbursement are requested represent the actual reasonable  
18 fees and charges incurred by my firm in its representation of the Committee.

19 6. The Application is the first interim fee application for allowance of compensation  
20 and reimbursement of expenses filed by Carlyon Cica’s in the chapter 11 bankruptcy case (the  
21 “Chapter 11 Case”) of Front Sight Management LLC (“Debtor”). The Application covers the period  
22 of June 13, 2022 through August 31, 2022 (the “Compensation Period”).

23 7. Pursuant to the Application, Carlyon Cica requests allowance of compensation of  
24 \$84,520 and reimbursement of expenses of \$1,945.76, for a total of \$84,515.76, in connection with  
25 services provided during the Compensation Period. During the Compensation Period, Carlyon Cica’s  
26 attorneys expended a total of 161.7 hours for which compensation is sought. Attached as **Exhibit 1**  
27 to the Application is a true and correct billing summary.

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1           8.       A true and correct copy of the invoices regarding this matter are attached to yeh  
2 Application as composite **Exhibit 2**. **Exhibit 2** identifies and provides chronologically throughout  
3 the Compensation Period: (a) the dates on which Carlyon Cica performed professional services; (b)  
4 each person performing such services; (c) the amount of time spent by each person on each day that  
5 the person performs such services (charged in units of one-tenth [0.1] of an hour); and (d) specific  
6 daily descriptions of the services performed by each person. These time entries are grouped by task  
7 category. To facilitate analysis of tasks performed by category, Carlyon Cica opens a separate file  
8 for each of the billing “project categories” set forth in the Trustee Guidelines. Carlyon Cica assigns  
9 the letters (a) through (m) to each such project category and created a separate subfile related to that  
10 subcategory. **Exhibit 2** is divided into these subcategories, thus, **Exhibit 2-A** would be the invoice  
11 for the project category “Business Operations,” **Exhibit 2-B** would be the invoice for the project  
12 category “Case Administration,” etc. The project categories and the narrative description of the tasks  
13 are included in the invoices attached as **Exhibit 2**.

14           9.       **Exhibit 3** to the Application is a true and correct detailed statement of actual and  
15 necessary out-of-pocket expenses incurred and paid by Carlyon Cica during the Compensation Period  
16 in its representation of the Committee.

17           10.       The fees charged by Carlyon Cica in this Chapter 11 Case are billed in accordance  
18 with its existing procedures in effect during the Compensation Period. Carlyon Cica submits that its  
19 fees are reasonable in light of the customary compensation charged by comparably skilled  
20 practitioners in a competitive legal market. The hourly rates charged by Carlyon Cica for services  
21 rendered are enumerated on **Exhibit 1** to the Application.

22           11.       There is no agreement or understanding between Carlyon Cica and any other person,  
23 other than members of the firm, for the sharing of compensation to be received for services rendered  
24 in the Chapter 11 Case.

25           12.       During the Compensation Period, Carlyon Cica performed the actual and necessary  
26 services, which are summarized in the Application by task category and itemized in detail in the  
27 exhibits attached to the Application.

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1           13.       The professional services performed by Carlyon Cica were necessary and appropriate  
2 to the administration of Debtor's Chapter 11 Case and were in the best interests of the creditors of  
3 the bankruptcy estate. Compensation for the foregoing services as requested is commensurate with  
4 the complexity, importance, and nature of the problems, issues, and tasks involved. The professional  
5 services were performed expeditiously, thoroughly, and in an efficient manner.

6           14.       The bankruptcy services provided by Carlyon Cica were principally performed by  
7 Dawn M. Cica, Eq. Ms. Cica is a founding partner of Carlyon, and her practice is focused on  
8 commercial bankruptcy representation, commercial real estate and corporate transactions, including  
9 real estate finance, real estate development, real estate acquisitions, dispositions, leasing, and  
10 corporate formation and governance. The balance of the services were rendered by attorneys and  
11 other paraprofessionals in the firm. Carlyon Cica's attorneys have a preeminent practice in this area  
12 and enjoy a strong reputation in the Southwest for their expertise in complex chapter 11 proceedings.

13           15.       Carlyon Cica respectfully submits that the services it has provided during the  
14 Compensation Period were reasonable and necessary under the circumstances of the Chapter 11 Case  
15 and that the compensation of such fees to Carlyon Cica is appropriate and should be allowed.

16           16.       Carlyon Cica has incurred and paid out-of-pocket expenses totaling \$1,945.67 during  
17 the Compensation Period. The items for which expense reimbursement are being sought are not  
18 included in Carlyon Cica's overhead, and are not, therefore, a part of the hourly rates charged by  
19 Carlyon Cica. Included in Carlyon Cica's general overhead, and thus not charged as an expense to  
20 the client, are long distance calls and conference calls using Carlyon Cica's internal conference  
21 network.

22           17.       Carlyon Cica charges \$0.25 per page for black and white photocopying, \$1.00 per  
23 page for color copies, and all other costs at the actual cost, without any profit on such expenses.

24           18.       Carlyon Cica submits that the expenses that it has incurred and paid in rendering legal  
25 services during the Compensation Period are reasonable and necessary under the circumstances of  
26 this Chapter 11 Case, and that the reimbursement to Carlyon Cica for such expenses is appropriate  
27 and should be allowed.

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1           19.       I declare under penalty of perjury of the laws of the United States that these facts are  
2 true to the best of my knowledge and belief.

3           Respectfully Submitted this 23rd day of September 2022.

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/s/ Tracy M. O'Steen, Esq.  
TRACY M. O'STEEN, ESQ.