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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:  
  
FRONT SIGHT MANAGEMENT LLC,  
  
Debtor.

Case No. 22-11824-abl

Chapter 11

**Hearing Date:** October 24, 2022

**Hearing Time:** 9:30 a.m.

**DECLARATION OF ROBERT L. LEHANE, ESQ. IN SUPPORT OF  
FIRST INTERIM FEE APPLICATION OF KELLEY DRYE & WARREN LLP  
FOR COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT  
OF EXPENSES INCURRED AS COUNSEL TO THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS OF FRONT SIGHT MANAGEMENT LLC FOR  
THE PERIOD OF JUNE 13, 2022 THROUGH AND INCLUDING AUGUST 31, 2022**

I, Robert L. LeHane, Esq., hereby declare that the following statements are true and correct to the best of my knowledge after due inquiry as described herein:

1. I am a member of the law firm of Kelley Drye & Warren LLP (“Kelley Drye”), which maintains offices at 3 World Trade Center, 175 Greenwich Street, New York, New York 10007. I am an attorney admitted to practice law in New York and New Jersey. Kelley Drye is counsel to the Official Committee of Unsecured Creditors (the “Committee”) of Front Sight Management LLC (the “Debtor”). I am familiar with Kelley Drye’s work and billing practices, of relevant documents, and information supplied to me by other attorneys and employees of the firm. If

1 called upon to testify as to the content of this declaration, I could and would competently do so under  
2 penalty of perjury.

3 2. I make this declaration in support of the *First Interim Fee Application of*  
4 *Kelley Drye & Warren LLP for Compensation for Services Rendered and Reimbursement of Expenses*  
5 *Incurred as Counsel to the Official Committee of Unsecured Creditors of Front Sight Management*  
6 *LLC for the Period from June 13, 2022 Through and Including August 31, 2022* (the “Application”).

7 3. The Application has been prepared in accordance with the United States  
8 Trustee’s *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses*  
9 *Filed Under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases* (the “U.S. Trustee  
10 Guidelines”), as well as in accordance with Rule 2016 of the Federal Rules of Bankruptcy Procedure.

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

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

16 6. This is Kelley Drye’s first application for allowance of compensation and  
17 reimbursement of expenses in the Debtor’s chapter 11 case. The Application covers the period from  
18 June 13, 2022 through and including August 31, 2022 (the “Application Period”).

19 7. Pursuant to the Application, Kelley Drye requests allowance of compensation  
20 in the amount of \$484,299.50 and reimbursement of expenses in the amount of \$875.87 for a total of  
21 \$485,175.37 in connection with services provided during the Application Period. During the  
22 Application Period, Kelley Drye’s attorneys and paraprofessionals expended a total of 610.8 hours,  
23 for which compensation is sought.

24 8. All services for which compensation is requested by Kelley Drye were  
25 performed for or on behalf of the Committee, and not on behalf of the Debtor or other persons. There  
26 is no agreement or understanding between Kelley Drye and any other person, other than members of  
27 the firm, for the sharing of compensation to be received in this case.

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1           9.       In accordance with the factors enumerated in section 330 of the Bankruptcy  
2 Code, the amount requested is fair and reasonable given (i) the complexity of this case; (ii) the time  
3 expended; (iii) the nature and extent of the services rendered; (iv) the value of such services; and (v)  
4 the costs of comparable services other than in a case under this title.

5           10.      Kelley Drye’s out of pocket disbursements during the Application Period total  
6 \$875.87. These disbursements and expenses are broken down into categories of charges and are  
7 included on Exhibit 4 to the Application. Kelley Drye submits that the expenses it has incurred in  
8 rendering legal services to the Committee during the Application Period are reasonable and necessary  
9 under the circumstances, and that the reimbursement to Kelley Drye for such expenses is appropriate  
10 and should be allowed.

11           11.      In accordance with and in response to the request for additional information  
12 set forth in the UST Guidelines, Kelley Drye responds to the questions identified therein as follows:

- 13                   (a)     Kelley Drye did not agree to any variations from, or alternatives to, Kelley  
14 Drye’s customary billing arrangements for this engagement.
- 15                   (b)     The current payment of Kelley Drye’s fees and expenses is subject to the  
16 *Final Order: (I) Authorizing Debtor to Obtain Post-Petition Financing, (II) Granting Liens and Administrative Expense Claims, (III) Authorizing*  
17 *Debtor’s Use of Cash Collateral, (IV) Modifying the Automatic Stay, and (V) Granting Other Related Relief.*<sup>1</sup>
- 18                   (c)     None of Kelley Drye’s professionals included in this engagement varied or  
19 will vary their rate based on the geographic location of this case.
- 20                   (d)     The Application includes approximately 3.7 hours, which accounts for  
21 approximately \$2,947.00, for reviewing or revising time records or  
preparing, reviewing or revising invoices.
- 22                   (e)     The Application includes approximately 1.2 hours, which accounts for  
23 approximately \$840.00, for reviewing invoices for redaction of privileged  
or confidential information.
- 24                   (f)     The Application does not include any rate increases since Kelley Drye’s  
25 retention.
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<sup>1</sup> Docket No. 228.

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

Respectfully Submitted this 23rd day of September 2022.

*/s/ Robert L. LeHane, Esq.*  
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ROBERT L. LEHANE, ESQ.