

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA

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2022 NOV -4 P 12: 04

In re:

Chapter 11

Frontsight Management LLC,

Case No. 22-11824-abl

U.S. BANKRUPTCY COURT  
MARY A. SCHOTT, CLERK

Debtor

Hearing: November 18, 2022; 9:30AM

**CLAIMANT 217’S REPSONSE TO DEBTOR’S FIRST OMNIBUS OBJECTION (1)  
REDUCING AND ALLOWING CERTAIN MEMBER CLAIMS AND (2)  
DISALLOWING AND EXPUNGING CERTAIN OTHER MEMBER CLAIMS;  
CLAIMANT 217’S MOTION TO ALLOW COUNTING OF BALLOT UNDER RULE  
3018(a)**

James Harriss (“**Claimant 217**”), a creditor in the above-captioned bankruptcy case, hereby files this *Claimant 217’s Response to Debtor’s First Omnibus Objection (1) Reducing and Allowing Certain Member Claims and (2) Disallowing and Expunging Certain Other Member Claims; Claimant 217’s Motion to Allow Counting of Ballot Under Rule 3018(a)* (this “**Response**”). Claimant 217 maintains that the objections of Front Sight Management LLC (the “**Debtor**”) to Claim 217 raised in Debtor’s *First Omnibus Objection (1) Reducing and Allowing Certain Member Claims and (2) Disallowing and Expunging Certain Other Member Claims* (“**Debtor’s Objection**”) are without merit and should be rejected. Claimant 217 submits that Debtor’s Objection does not comply with the requirements for Omnibus Objections under Bankruptcy Rule 3007. Additionally, Claimant 217 maintains that even if the facts presented in Debtor’s Objection are true, they do not affect the validity or value of Claim 217. Finally, Claimant 217 requests that the Court approve the counting of Claimant 217’s ballot in any vote held in connection with this matter. As such, Claimant 217 submits the following:

**I. Jurisdiction and Venue**

1. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and Local Rule 1001(b)(1).

1  
2 2. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

3  
4 3. Venue of this proceeding in this Court is proper pursuant to 28 U.S.C. §§ 1408 and  
5 1409.

6 4. Debtor predicates the relief requested in Debtor’s Objection on Section 11 U.S.C.  
7 §§ 105 and 502, Bankruptcy Rule 3007 and 3018(a), and Local Rule 3007.

8 **II. Facts**

9  
10 5. Per Debtor’s Objection (Statement of Facts, General History of Debtor, Item 8),  
11 Debtor was founded in 1996 by Ignatius Piazza. Dr. Piazza owns, either directly or  
12 indirectly, 100% of Debtor. In 1998, Debtor purchased 550 Acres of raw land and  
13 began building what Debtor claims is now the “finest and largest private firearms  
14 training facility in the world.”

15 6. Per Debtor’s Objection (Statement of Facts, General History of Debtor, Item 11),  
16 Debtor provides firearms training courses.

17 7. Per Debtor’s Objection (Statement of Facts, General History of Debtor, Item 12),  
18 Debtor claims to be “the most successful firearms training facility of its type in the  
19 United States.” And that “Debtor is considered to be the leader in its field, and  
20 provides additional training and instruction for numerous city and state agencies  
21 seeking to improve performance of their respective law enforcement departments.”

22 8. In or around early 2011, Claimant 217 purchased a lifetime “Diamond”  
23 membership from Debtor. The primary benefit of that membership was that  
24 Claimant 217 could attend courses “held at Front Sight Las Vegas and Alaska free  
25 of charge and as many times as you wish for the rest of your life.” The letter from  
26 Ignatius Piazza detailing these obligations of Debtor is attached hereto as “Exhibit

- 1 A”.
- 2 9. In late 2011 (believed to be December 27, 2011), Claimant 217 purchased eight  
3 more of these Diamond memberships. These were “TBD Memberships”, which  
4 allowed Claimant 217 to transfer those memberships to other people (“To Be  
5 Determined”), each of whom would have the same rights as were described in the  
6 letter from Dr. Piazza attached as Exhibit A.
- 7 10. Thereafter (but prior to the filing of the Petition in the instant case), Claimant 217  
8 transferred three of these memberships to other people. This left Claimant 217, at  
9 the time of the filing of the Petition, with six memberships (Claimant 217’s original  
10 membership, and five TBD memberships).
- 11 11. At some time prior to the filing of the Petition, Debtor claimed that the “Diamond”  
12 memberships had become “Founders” memberships. This was done without the  
13 consent of Claimant 217, although Claimant 217 has no knowledge of what the  
14 difference would be; the two memberships seemed identical. To any extent that  
15 Debtor claims that there was a difference that would adversely affect Claimant  
16 217’s rights hereunder, the Claimant 217 would object to the reclassification of the  
17 memberships from “Diamond” to “Founder”.
- 18 12. On May 24, 2022, Debtor filed a voluntary petition for relief under chapter 11 of  
19 the Bankruptcy Code.
- 20 13. Claimant 217 has attached hereto as “Exhibit B” the printout from Debtor’s website  
21 showing the memberships of Claimant 217 as of the Petition date. This confirms  
22 that six “Founder” memberships (one in the name of Claimant 217, and five TBD  
23 memberships) were held by Claimant 217 as of the date of the filing of the Petition.  
24 This was attached as an Exhibit to Claim 217.

1 14. Additionally, Claimant 217 has attached as “Exhibit C” a printout from Debtor’s  
2 website as of May 25, 2022, marketing the “Founder” memberships. Dr. Piazza  
3 states that “the VALUE of an All-Inclusive Founder Membership, with over 50  
4 courses you can attend as many times as you wish, for as long as you wish, exceeds  
5 \$100,000.” He then offers the membership for \$60,000.00 (both the valuation and  
6 the offer are at the top of the second page.) This document was also attached as an  
7 exhibit to the Claim.

8 Note that at under the terms of this offer, someone purchasing one of these  
9 new “Founder Memberships” would be required to pay a \$50/month annual  
10 membership maintenance fee, a \$25 per day facility fee, a \$25 per day staff support  
11 fee, and \$25 per day for personal liability insurance. None of these payments were  
12 required under the “Diamond/Founder memberships” held by Claimant 217 (as per  
13 the Welcome Letter attached as Exhibit A). This would make Debtor’s prepetition  
14 obligations to Claimant 217 (under each of Claimant 217’s memberships) more  
15 valuable than each membership in this newer version. However, for the purposes  
16 of eliminating confusion, this Response will disregard these additional charges at  
17 this time.

18 15. Finally, Claimant 217 has attached as “Exhibit D” a spreadsheet printed from  
19 Debtor’s website showing credits of Claimant 217 as May 25, 2022 (no changes  
20 occurred from the date of Debtor’s filing of the Petition to the date of printing of  
21 this spreadsheet). This spreadsheet shows that as of the date of filing of the Petition  
22 in this action, Claimant 217 had \$691 in credits with Debtor. This document was  
23 also attached as an exhibit to the Claim.

24 16. Claimant 217 filed a claim in the amount of \$360,691, a copy of which was attached

1 to Debtor's Objection. As the documents which make up Exhibits B, C and D to  
 2 this Response were attached to the claim, it was clear that these represented six  
 3 memberships and the credits shown in the spreadsheet from Debtor's website. For  
 4 valuation purposes, Claimant 217 used the lower offered \$60,000 price for each  
 5 "Founder" membership, rather than the higher \$100,000 valuation that was claimed  
 6 by Dr. Piazza.

### 7 III. Debtor's Omnibus Objection Does Not Comply with 3007

- 8  
 9  
 10 17. Debtor's Objection is an omnibus objection to the claims of 19 individuals (one of  
 11 whom seems to have filed six claims). Bankruptcy Rule 3007(d) provides the  
 12 grounds upon which omnibus objections are allowed:

13 *(d) OMNIBUS OBJECTION. Subject to subdivision (e), objections to more than one*  
 14 *claim may be joined in an omnibus objection if all the claims were filed by the*  
 15 *same entity, or the objections are based solely on the grounds that the claims*  
 16 *should be disallowed, in whole or in part, because:*

17 *(1) they duplicate other claims;*

18 *(2) they have been filed in the wrong case;*

19 *(3) they have been amended by subsequently filed proofs of claim;*

20 *(4) they were not timely filed;*

21 *(5) they have been satisfied or released during the case in accordance with the*  
 22 *Code, applicable rules, or a court order;*

23 *(6) they were presented in a form that does not comply with applicable rules, and*  
 24 *the objection states that the objector is unable to determine the validity of the claim*  
 25 *because of the noncompliance;*

26 *(7) they are interests, rather than claims; or*

27 *(8) they assert priority in an amount that exceeds the maximum amount under §507*  
 28 *of the Code.*

- 29 18. None of these grounds apply to Claim 217. Debtor's Objection claims that "Each  
 30 of the Claimants appears to be a member or former member of the Debtor who is  
 31 asserting a Claim or Claims against the estate based either on nothing or based on

1 account of member benefits or member rewards.” (Page 6 at Line 1). The  
2 substance of this statement will be dealt with hereafter, but whatever merit that  
3 statement may or may not have, it does not fit within the categories of 3007(d).

- 4 19. An alternative avenue towards an allowed omnibus objection would be 3007(c):  
5 *(c) LIMITATION ON JOINDER OF CLAIMS OBJECTIONS. Unless otherwise ordered by*  
6 *the court or permitted by subdivision (d), objections to more than one claim shall*  
7 *not be joined in a single objection.*

8 This would allow such an omnibus objection if “otherwise ordered by the court.”  
9 The only such order Claimant 217 could find in the record was contained in the  
10 Order entered on October 3, 2022. This Order provides “To the extent members  
11 file a proof of claim in response to the Rejection Bar Date Notice and assert a claim  
12 based on promotional offers relating to member rewards (versus the amount of  
13 money actually spent by the member at the Debtor’s business), the Debtor is  
14 authorized (i) to file omnibus objections to such claims prior to the Confirmation  
15 Hearing...” (page 8 at lines 12-16). Claimant 217’s claim is not based on a  
16 “promotional offer relating to member rewards”.

17 Claimant 217 purchased lifetime memberships from Debtor, which Debtor  
18 valued at \$100,000.00 per membership (and advertised for sale at \$60,000 per  
19 membership). That value was based solely or primarily on the value of the training  
20 courses included with the memberships. Claimant 217 is aware that there were  
21 many “membership rewards” programs under which other Claimants claimed value  
22 for “FrontSight Bucks” or promised firearms, or various and sundry other types of  
23 rewards and incentives for prospective members. A review of the register of claims  
24 would indicate that some claimants seem to claim millions (and in some cases,

1 billions) of dollars based on such “member rewards” as “Frontsight Bucks.”  
2 However, Claimant 217’s purchase of memberships did not include any such  
3 “member rewards.”

4 The term “member rewards” is not a defined term in the Order (or in the  
5 related motion by Debtor), but it seems that once the October 3, 2022 order was  
6 granted relating to “promotional offer[s] relating to member rewards”, Debtor has  
7 attempted to reclassify the value of Claimant 217’s memberships as “member  
8 rewards.” This defies both logic and common convention. The price paid by  
9 Claimant 217 to Debtor was for the training to be provided by Debtor for the rest  
10 of the Claimant 217’s life (and the lives of any transferees of the TBD  
11 memberships).

12 To claim that the purchase of the memberships (and thereby, the access to  
13 firearms training) was a “promotional offer relating to member rewards” would be  
14 akin to an airline claiming that when a consumer purchases a ticket on a commercial  
15 airline, both the right to travel on the plane and the frequent flyer miles are  
16 “promotional offer[s] relating to member rewards.” Absent a separate definition of  
17 the term, it seems obvious that the right to travel on the plane is the essence of what  
18 was purchased, while the frequent flyer miles are a “promotional offer relating to  
19 member rewards”. In the instant case, Claimant 217 purchased a lifetime of training  
20 from a firearms academy in the business of firearms training. The value of that  
21 training is not a “member reward” related to a “promotional offer” – it is the  
22 primary service sold by the Debtor in the course of its business, and the primary  
23 service purchased by Claimant 217. Claim 217 does not include any value for  
24 promotional rewards included with Claimant 217’s memberships, as his

1 memberships did not include the “rewards” included with many other  
2 memberships: firearms and accessories or “Frontsight Bucks”. Based on the  
3 welcome letter from Dr. Piazza, it did include a “first family hat” (a baseball cap of  
4 de minimus value), a free locker rental in the Frontsight armory (which was never  
5 built), and a few other items of either de minimus value or minor in value that were  
6 never delivered. Claimant 217 has assigned no value to such items in his Claim.

7 20. As Debtor’s objection to Claim 217 does not fall within any of the grounds listed  
8 in 3007(d), and as it does not fall within the parameters of the October 3, 2022  
9 Order allowing omnibus objections for “promotional offer relating to member  
10 rewards”, Debtor’s Objection should be dismissed with regard to Claimant 217  
11 because such an objection on those grounds is not permitted in an omnibus filing.

#### 12 **IV. Debtor’s Objection is Not Substantively Valid**

13 21. Even if Debtor’s Objection is found to be permissible under Rule 3007, the  
14 substance of Debtor’s Objection is not supportable. Debtor’s Objection states:  
15 *Each Claimant apparently purchased or was given memberships to the Debtor and*  
16 *subsequently purchased or was given membership rewards. These rewards have*  
17 *no value outside of the Debtor’s business. While the Debtor believes that most, if*  
18 *not all, of the Claimants received services from the Debtor at least equal to what*  
19 *was paid, the Debtor does not object to the Claimants retaining a claim in this case*  
20 *for the amount each Claimant actually paid for their respective memberships and*  
21 *membership rewards. (Page 6 at lines 1-8)*

22 Claimant 217 cannot find any support for valuing Claim 217 in the way  
23 suggested by Debtor. Claimant 217 did not loan money to Debtor, with an  
24 agreement to be paid back that amount of money. In such a case, the amount paid



1 by Claimant 217 to Debtor would seem relevant to the valuation of the claim.  
2 Instead, Claimant 217 purchased the right to attend training courses for the rest of  
3 Claimant 217's life, as well as the right to sell, give or bequeath to five other people  
4 the right to those same benefits for the rest of THEIR lives. The obligation to  
5 provide this training, at no further cost to Claimant 217 or transferees thereof, was  
6 an obligation of Debtor as of the date of the filing of the petition. While some  
7 member's claims may be based on "rewards" that had "no value outside of debtor's  
8 business" (such as those members that make tremendous claims based on  
9 "Frontsight Bucks"), Claim 217 is based on the value of the training Debtor is  
10 obligated to provide under the membership that Debtor is choosing to reject under  
11 the plan.

12 Debtor, in the most recent plan, has indicated that all memberships will be  
13 rejected. Rejection makes other party to the contract simply an unsecured creditor.  
14 *NLRB v. Bildisco and Bildisco*, 465 U.S. 513 (1984). The nondebtor party has (1)  
15 a claim against the debtor for damages for breach of contract, which claim is  
16 deemed to have arisen immediately before the filing of the petition and is a  
17 prepetition claim, and (2) an expense of administration claim for any benefits  
18 received by the debtor in possession prior to rejection. In re *Bridgeport Plumbing*  
19 *Prods., Inc.*, 178 B.R. 563 (Bankr. M.D. Ga. 1994).

20 To determine damages for breach of contract, one does not look back to  
21 determine what the non-breaching party has paid to the breaching party, and simply  
22 give them a refund. Were this to be the case, every contract in which one party  
23 paid "up front" would be a one-way option. The paying party would make  
24 payment, and if the other party found it profitable to make delivery, then they would

1 make delivery and keep the payment. If it became unprofitable to make delivery,  
2 then they would simply return the payment, because that would be the limit of  
3 damages.

4 Instead, we must look at the value of the remaining obligations of the parties  
5 as of the date of the breach. *In re Bridgeport Plumbing Products* guides us to do  
6 so “immediately before the filing of the petition”. Claimant 217 had (in 2011) made  
7 all payments required to avail himself of the benefits outlined in Dr. Piazza’s 2011  
8 letter attached as Exhibit A. At the time the Petition was filed, Dr. Piazza valued  
9 those benefits at over \$100,000 on the Debtor’s website, although he was offering  
10 them for sale for \$60,000 (so Claimant 217 used the lower number in Claim 217).  
11 Additionally, Claimant 217 had made all payments required to entitle Claimant 217  
12 to transfer these rights to five additional people.

13 Debtor did not hold any right to cancel these benefits by the payment of a  
14 particular sum (such as by reimbursement of Claimant 217’s payment). If Debtor  
15 had held such a right, then it would be reasonable to limit the damages for breach  
16 to that sum. Debtor states that “Debtor believes that most, if not all, of the  
17 Claimants received services from the Debtor at least equal to what was paid...”  
18 (Page 6, Line 5 of Debtor’s Objection). This is a red herring. Claimant 217  
19 purchased the right to receive training at no cost for the remainder of his life. Had  
20 Claimant 217 suffered a fatal heart attack the day after purchasing that membership,  
21 Debtor would have had no obligation to reimburse Claimant 217’s estate for value  
22 of the training that was never received. On the other hand, Claimant 217 cannot  
23 “use up” his rights by receiving services equal to what was paid; the “Welcome  
24 Letter” from Dr. Piazza clearly states that Claimant 217 can attend classes “free of

1 charge and as many times as you like for the rest of your life.”

2 The fact that these memberships were prepaid in full, with no future  
3 obligations on the part of the member, distinguishes the instant situation from  
4 country club memberships and from health clubs. In both of those situations, there  
5 is typically an ongoing requirement to fulfil obligations on behalf of the member.  
6 Most importantly, the member must generally continue making payments. A  
7 country club membership doesn’t generally allow the member to play unlimited  
8 golf and eat unlimited meals at the clubhouse without any further payment. A  
9 member at a gym (even a lifetime member) is generally still obligated to pay  
10 monthly dues. Those were not the case here – Claimant 217’s only obligation was  
11 to pay Debtor a fixed sum in 2011. There was not a single ongoing obligation on  
12 the part of Claimant 217 to remain a member. Even in such cases as *in re Sea Oaks*  
13 *Country Club*, 20-17229 (Bankr. D.N.J. Nov. 10), in which many of the benefits of  
14 membership were prepaid, those members signed a membership agreement  
15 obligating them to perform certain obligations even after making the payment for  
16 their membership purchase. No such membership agreement was signed in the  
17 instant case; Claimant 217 paid the amount required, and Debtor issued the letter  
18 confirming obligations of Debtor without any further obligation by Claimant 217.

19 Debtor and Claimant 217 made their agreement in 2011. They agreed on a  
20 price to be paid by Claimant 217 (paid in 2011) and on the obligations to be met by  
21 Debtor (a lifetime of training courses at no further cost to Claimant 217). There  
22 were significant gaps between the value that Debtor claimed that the memberships  
23 were worth at the time of the filing of the petition (\$100,000 each), the price at  
24 which Debtor advertised them on the website at the time of the filing of the petition

1 (\$60,000 each) and what Debtor accepted from Claimant 217 back in 2011.  
2 Claimant 217 does not claim to know why Debtor entered into the transaction at  
3 the price Debtor did. Perhaps Debtor believed Claimant 217 would die soon.  
4 Perhaps Debtor believed Claimant 217 would rarely, if ever, avail himself of the  
5 training courses. Perhaps Debtor was in a desperate position for cash. In any event,  
6 the day-of-petition value of ongoing obligations of Debtor in favor of Claimant 217  
7 is the proper amount of Claim 217. These obligations stemmed from an agreement  
8 formed over a decade prior to the filing of the petition, and should not be limited  
9 by the amounts paid by Claimant 217 over a decade prior. Inflation, market forces,  
10 and changes in the relative position of the parties would all have impacted values  
11 since that time.

## 12 V. STANDARD FOR RELIEF

13 22. Bankruptcy Rule 3001(f) provides that a “proof of claim executed and filed in  
14 accordance with these rules shall constitute prima facie evidence of the validity and  
15 amount of the claim.” Debtor’s Objection cites *Ashford v. Consolidated Pioneer*  
16 *Mortgage (In re Consolidated Pioneer Mortgage)*, 178 B.R. 222 (9<sup>th</sup> Cir. BAP 1995,  
17 *aff’d*, 91 F.3d 151 (9<sup>th</sup> Cir.1996), to set forth the position that “a proof of claim  
18 must have a writing attached and include supporting documentation to qualify for  
19 presumptive validity” and “the prima facie validity of such a claim does not attach  
20 unless the claim sets forth the facts necessary to support the claim.” (Page 6 at 18-  
21 23).

22 Claim 217 did contain a writing and supporting documentation. It contained  
23 printouts from the Debtor’s own records as to the memberships held by Claimant  
24 217. It contained the Debtor’s own valuation and pricing for those memberships and

1 the obligations of Debtor represented thereby (in the form of a printout from Debtor’s  
2 website). As such, the claim was “executed and filed in accordance with [the] rules”  
3 and is entitled to presumptive validity.

4 23. Debtor’s Objection points out that Bankruptcy Code section 502 authorizes the  
5 Debtor to object to claims, and that once the objector raises “facts tending to defeat  
6 the claim by probative force equal to that of the allegations of the proofs of claims  
7 themselves,” then the burden reverts to the claimant to prove the validity of the  
8 claim by a preponderance of the evidence. (Page 6, Lines 24-27)

9 Claimant 217 would posit that Debtor did not raise any “facts tending to  
10 defeat the claim”. Debtor did not present any facts whatsoever regarding the  
11 prepetition value of Claimant 217’s claim, which is the only value that matters.  
12 The Debtor did not deny that Claimant 217 was the owner of six lifetime  
13 memberships. The Debtor did not deny the accuracy of the valuation of those  
14 memberships, or deny the offering price from Debtor’s website. The Debtor did  
15 not even present a proposed alternate value for Debtor’s obligations under the  
16 membership agreements. Instead, Debtor provided an amount that Debtor claimed  
17 represented the amount of payments made to date by Claimant 217 to Debtor. As  
18 this amount is not relevant to the value of Claim 217 on the date of the filing of the  
19 petition, it is difficult to see how it represents a “fact tending to defeat the claim”.

20 As but one example of the irrelevancy of the amount shown as being a “books  
21 and records” reflection of the amount various members paid to Debtor for  
22 Memberships and other benefits, one need only remember that many of the  
23 membership sales by Debtor also included the transferring of firearms to the  
24 purchasing member. One could apply this recollection to the logic of the Objection,

1 in which the value of a member's claim is limited to the amounts they paid in.  
2 Imagine that Member A paid \$20,000 for a given level of lifetime membership, but  
3 received no firearms, and Member B paid \$30,000 for the same level of lifetime  
4 membership, while receiving \$10,000 in firearms. In the "books and records"  
5 listing of the Debtor, Member A will have shown an "amount paid to Debtor" of  
6 \$20,000, while Member B will have shown an "amount paid to Debtor" of \$30,000.  
7 While Member B will have already received \$10,000 in firearms at the time of his  
8 purchase, both of their claims against Debtor should be identical (the value of  
9 Debtor's obligations represented by that membership). But the method suggested  
10 in Debtor's Objection would entitle Member B to a much larger claim.

11 Or imagine that Member A purchased such five memberships for \$20,000  
12 each, and Member B purchased the same number of memberships for the same  
13 amount. Then Member B sold four of his memberships for \$20,000 each, as he is  
14 permitted to do. Again, both Member A and Member B would show the same  
15 "amount paid to Debtor" in the books and records (\$100,000 each). But, under the  
16 logic of the Objection, Member A would be permitted a \$100,000 claim for five  
17 memberships, and Member B would be permitted a \$100,000 claim for one  
18 membership. The Debtor's prepetition obligations to each of them are obviously  
19 different. Member B has sold the bulk of the Debtor's obligations to him to third  
20 parties, which should reduce the value of his claim (and entitle those third parties  
21 to their own claims against the Debtor, as Debtor now has those prepetition  
22 obligations to them instead of to Member B). But under the logic of Debtor's  
23 Objection, Members A and B would be treated the same, and the purchasers of  
24 Member B's four transferred memberships would have no claim against Debtor.

1 This obviously does not comply with general theories of contract law. The Debtor  
2 had explicitly made these memberships transferrable. What is being transferred, if  
3 not the obligations of Debtor to these transferees?

4 The Objection does not make clear the rationale behind this logic, and does  
5 not cite any cases supporting it. But given the arbitrary and uneven nature of the  
6 data it seems to employ and its inapplicability to the value of Debtor's obligations  
7 to members on the petition date, it is difficult to see how it could represent "facts  
8 tending to defeat the claim by probative force equal to that of the allegations of the  
9 proofs of claims themselves." This is especially true in the case of Claim 217, where  
10 significant information was submitted with the Claim.

11 24. Claimant 217 submits that because Debtor has not raised any facts tending to defeat  
12 the Claim, the Claim should remain entitled to its presumption of validity in its  
13 valuation on form 410. However, should the Court allow this objection to stand  
14 and mature into a valuation dispute regarding Claim 217, Claimant 217 would  
15 request that time be granted to conduct discovery of Debtor as to the books and  
16 records referenced, as well as to other information needed to value Claimant 217's  
17 membership as of the date of the petition.

18 25. Finally, it is worth mentioning that the value for Claim 217 proposed by Debtor  
19 seems preposterous on its face. Debtor claims that it operated the "largest and  
20 finest private firearms training facility in the world" (Debtor's Objection, Page 3  
21 at Lines 20-21), that it is "the most successful firearms training facility of its type  
22 in the United States (*id.*, Page 4 at Lines 6-7), and that it is "considered the leader  
23 in its field, and provides additional training and instruction for numerous city and  
24 state agencies seeking to improve performance of their respective law

1 enforcement departments.” (id. Page 4 at Lines 8-10)

2 Yet somehow, the Objection posits that being able to attend courses “held at  
3 Front Sight Las Vegas and Alaska free of charge and as many times as you wish  
4 for the rest of your life” (the exact language from Dr. Piazza’s welcome letter to  
5 Claimant 217, dated April 8, 2011) would be properly valued at \$1250.00 for all  
6 six memberships. That would be \$250 per membership. That amount would not  
7 generally cover a day of training at schools considered “the [other] largest and  
8 finest firearms training facilities in the world” or the “leaders in [their] fields” (to  
9 paraphrase the earlier language from Debtor’s Objection). If Debtor’s Objection  
10 were to be granted, Claimant 217 requests that a separate hearing be scheduled so  
11 that appropriate comparable training costs can be submitted into evidence, as that  
12 seems the appropriate way to value a contractual obligation to provide training in  
13 the future.

14 As a final consideration for valuation, it seems worthwhile to reference the  
15 pricing anticipated by PrairieFire under the proposed plan. They indicate that their  
16 training will cost \$250 to \$500 per day, AFTER the payment of thousands of dollars  
17 in initiation fees and annual fees (see Exhibit B to the proposed plan – the Exhibit  
18 isn’t page numbered but page 111 out of 116 of the entire filing contains the  
19 pricing). The memberships currently held by Claimant 217 include all of the  
20 benefits of the PrairieFire training: Debtor is obligated to provide unlimited training  
21 at the “largest and finest firearms training academy in the world” at no further cost  
22 to Claimant 217, with no requirement to pay any further initiation fee, annual fees,  
23 or daily fees. The logic of Debtor’s Objection would seem to indicate that a lifetime  
24 of prepaid training at the “largest and finest firearms training academy in the world”



1 would be worth less than one day at the proposed PrairieFire training facility.

2 **VI. MOTION TO ALLOW COUNTING OF BALLOT UNDER RULE**

3 **3018(a)**

4 26. Claimant 217 requests that any Ballot (as defined in the Order in this matter dated  
5 October 3, 2022) cast in connection with Claim 217 be counted in the full amount  
6 of the claim (as submitted on Form 410), for the reasons outlined in this Response.

7 **VII. RESERVATION OF RIGHTS**

8 27. Claimant 217 specifically reserves the right to amend this Response, file additional  
9 papers in support of this Response, or take other appropriate actions.

10 **VIII. NOTICE**

11 28. Claimant 217 will serve a copy of this Response upon the Debtor's counsel at the  
12 address (or email address, as appropriate) listed in Debtor's Objection.

13 **IX. CONCLUSION**

14 29. Claimant 217 respectfully requests that the Court reject Debtor's objections to  
15 Claim 217 as contained in Debtor's Objection.

16  
17 Dated: November 3, 2022

18 Respectfully submitted,

19  
20 By: 

21 James Harriss  
22 1513 Line Avenue; Suite 345  
23 Shreveport, LA 71101  
24 (225) 755-8475  
25 [jgharriss@hotmail.com](mailto:jgharriss@hotmail.com)  
26

# EXHIBIT A



April 8, 2011

Dear James Harriss, number 46105AKD250 Diamond,

Thank you again for your support through participation in Front Sight's Diamond Lifetime Membership. Your Diamond Membership gives you the following benefits:

- ATTEND ANY COURSE HELD AT FRONT SIGHT Las Vegas and Alaska FREE OF CHARGE AND AS MANY TIMES AS YOU WISH FOR THE REST OF YOUR LIFE.**
- Attend Annual, Two-Day Secrets of the Ultra Successful Event free of charge.**
- Guaranteed Placement in any course with two weeks advance enrollment.**
- 40% Savings On Any Products Purchased from Pro Shop, Gunsmith, and Armory.**
- Free Use of Front Sight's Private First Family Ranges.**
- Free Locker Rental in Front Sight's Armory.**
- Invitation to annual July 4th Lifetime Members' Reunion Celebration.**
- Name etched in First Family Monument.**
- Password to access exclusive and restricted First Family areas of web site and e-mail forum.**
- First Family Card and First Family Hat.**

Enclosed you will find your new Diamond Lifetime Membership card.

When you attend a course that is free of charge under your First Family membership, please mail or fax or e-mail, via the web site application process, an *Application for Training* with your First Family number listed in the course cost section. The first course you attend requires that the *Application for Training* be fully completed including the *Statement of No Criminal History and Character Witness Statement*. Once you have attended a course, subsequent courses only require completion of the application down to the *Statement of No Criminal History*. A criminal background check is required once per year. The current charge for the annual criminal background check is \$50 each year.

Once again, thank you for your support. I look forward to training you and those you refer to Front Sight.

If you have any questions or need any assistance please feel free to contact me.

Thanks you again for your support.

A handwritten signature in black ink, appearing to read "Ignatius Piazza". The signature is stylized with a large, looping initial "I" and "P".

gnatius Piazza

---

IGNATIUS A. PIAZZA, PRESIDENT

7975 CAMERON DRIVE #900, WINDSOR, CA 95492 • 800.987.7719 • INTERNATIONAL 707.837.0131 • FAX 707.837.0694 • E-MAIL [Info@FrontSight.com](mailto:Info@FrontSight.com) • WEBSITE [www.frontsight.com](http://www.frontsight.com)

# EXHIBIT B

# My Front Sight Assets

Here is a full summary of your Assets, including your Memberships and all Certificate Types (Course, Hotel, Gun Rental). You can sort the list by any of the columns.

## Primary Membership

Primary Beneficiary      Secondary Beneficiary

46105250UF      Front Sight Founder Member      Specify      Specify

## Other Assets

**Name**      **TBD (To Be Determined)**      **5**      **0**      **0**      **0**      **0**      **0**      **0**      **In Cart**

**Memberships:**      Front Sight Founder Member      5      0      0      0      0      0      0      Transfer      History

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 Find out more about Front Sight (.../front-sight.php) and Ignatius Piazza (.../ignatius-piazza.php)

# EXHIBIT C



## Front Sight All-Inclusive Founder Membership

CONTACT US

WORLD CLASS INSTRUCTORS  
TESTIMONIALS  
IN THE NEWS  
FREQUENTLY ASKED QUESTIONS  
COURSE DESCRIPTIONS  
MULTI-COURSE MEMBERSHIPS  
COURSE SCHEDULE  
COURSE APPLICATION  
Subscribe to Free Gun  
Training Reports

First Name:

Primary Email:

Enter your first name and primary e-mail address to receive 15 Special Gun Training Reports written by Front Sight's Founder and Director and Four Weapons Combat Master, Dr. Ignatius Piazza

Your info is safe. We don't sell or transfer to anyone.  
Privacy Policy



LegalShield Independent  
Associate Solving Problems 2 &  
3...and MORE!

Link to our website! Help spread Front Sight's message throughout the Internet. Link to our website with your choice of banners or hyperlink.

## Front Sight All-Inclusive Founder Membership

FROM: Dr. Ignatius Piazza  
Front Sight's Founder and Director  
Four Weapons Combat Master  
Your host of *Front Sight Challenge* Reality TV Series

### Here are the generational, positively-life-changing benefits you get as a Front Sight Founder Member...

- Will Your Front Sight *Founder* Membership to a Deserving Heir!
- LIFETIME FREE ACCESS to FrontSight.TV Subscription. When everyone else is paying a fee every year to watch Front Sight's educational and entertaining original content, YOU will have free access for life! You will also have the opportunity to suggest content, participate as an extra or featured member in the ongoing, original content, we will be filming at Front Sight each and every week!
- LIFETIME FREE ACCESS to ALL Front Sight Courses delivered directly to your home through the FrontSight.TV. Handgun, Shotgun, Rifle Submachine Gun, Empty Hand Defense, and Edged Weapons Courses, from entry level through intermediate and advanced training, ALL available to you free of charge on FrontSight.TV so you can keep your skills fresh in the event you must use your weapons to defend yourself or others and also prepare yourself to get the most out of your on-site training when you visit Front Sight Las Vegas and move up faster through Graduate and Distinguished Graduate levels in all our courses!
- As a Front Sight *Founder* Member you can attend ANY and ALL regularly scheduled Front Sight Courses without paying the Course Fee...

Attend ALL of these courses...

2 Day Defensive Handgun 4 Day Defensive Handgun, 1 Day 30 State Concealed Weapon Permit, 2 Day Handgun Skill Builder, 2 Day Tactical Handgun, 2 Day Advanced Tactical Handgun, 2 Day Handgun Combat Master Prep®, 4 Day Handgun Combat Master Prep®, 1 Day Tactical Awareness, (Night) 2 Day Defensive Handgun, (Night) 4 Day Defensive Handgun, (Night) 2 Day Handgun Skill Builder, (Night) 2 Day Tactical Handgun, 2 Day Tactical Shotgun, 4 Day Tactical Shotgun, 2 Day Shotgun Skill Builder, (Night) 2 Day Tactical Shotgun, (Night) 4 Day Tactical Shotgun, (Night) 2 Day Shotgun Skill Builder, 2 Day Practical Rifle, 4 Day Practical Rifle, 2 Day Rifle Skill Builder, 4 Day Precision Rifle, 1 Day Precision Rifle Fundamentals, 2 Day Precision Rifle Skill Builder, 2 Day Rifle Marksmanship, 4 Day Rifle Marksmanship, 2-Day Rifle Marksmanship Skill Builder, (Night) 2 Day Practical Rifle, (Night) 4 Day Practical Rifle, (Night) 2 Day Rifle Skill Builder, 2 Day Uzi Submachine Gun, 4 Day Uzi Submachine Gun, 2 Day Select Fire M16, 4 Day Select Fire M16, (Night) 2 Day Uzi Submachine Gun, (Night) 4 Day Uzi Submachine Gun, (Night) 2 Day Select Fire M16, (Night) 4 Day Select Fire M16, 2 Day Tactical Scenarios, 2 Day Long Gun Tactical, 4 Day Advanced Integrated Weapons, 4 Day Four Weapon Tactical, 4 Day Four Weapons Combat Master Prep®, 1 Day Armorer's Course - 1911 Pistol, 1 Day Armorer's Course - Glock Pistol, 1 Day Armorer's Course - Springfield XD Pistol, 1 Day Armorer's Course - AR15 Rifle, 1-Day Defensive Handgun Skills Test Course, 1-Day Tactical Shotgun Skills Test Course, 1-Day Practical Rifle Skills Test Course, 5-Day Front Sight Instructor Development Course

- Private Training at greatly reduced rate... You'll be able to attend Private training with your friends and family at a greatly discounted rate! Your friends and family will share your discounted rate.
- Placement in your courses with two weeks advance enrollment... No worries about whether you can "get into a course." As a member just complete your Application for Training online prior to two weeks of the course date! Like everything else we offer, no other school can offer you such flexibility with your scheduling!
- Name etched in future First Family Members Monument... So generations from now, your grandkids will know you were part of the patriotic group who built Front Sight!
- Front Sight *Founder* Members card, hat and pin... Identifying you to all students and staff as our most elite members in the Front Sight organization assisting us in positively changing the image of ownership in our lifetimes!



5/25/22, 11:42 PM

CERTIFIED SECURE

- Invitation to the Annual July 4th Front Sight Members' Reunion Celebration...
- Invitation to attend the annual July 4th Front Sight Advisory Meeting.

The VALUE of an All-Inclusive Founder Membership, with over 50 courses you can attend as many times as you wish, for as long as you wish, exceeds \$100,000.

So What's it Going to Cost YOU to Become an All-Inclusive Founder Member?

Single payment of \$60,000 plus a \$50/month Membership Maintenance Fee.

Every Student or Member must pay a \$50 Annual Criminal Background Check Fee for their *First* course of the new year.

Every Student or Member must pay a \$25 per day Facility Fee, \$25 per day Staff Support Fee, and \$25 per day for Personal Liability Insurance for the number of days of their course attendance.



Call my office between the hours of 8am and 6pm PST at 1.800.987.7719 to enroll over the phone to secure your Front Sight Founder Membership.

I look forward to seeing you at Front Sight as a Founder Member and look forward to seeing your friends and family attending with you as well.

Sincerely,

Dr. Ignatius Piazza

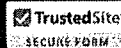
Dr. Ignatius Piazza  
 Founder and Director  
 Front Sight Firearms Training Institute  
 Four Weapons Combat Master

PS: To see video testimonials of your fellow students sharing why a Front Sight Membership has made such a positive impact on their lives, click on testimonials.

All Front Sight Memberships offered in the past, the present, and future, including any special memberships not listed here, are NON REFUNDABLE.

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# EXHIBIT D

Front Sight Credits — History

Q

Date	+ Received	- Used	Balance	
01/08/2018	+ \$500.00		\$500.00	2018 New Year's Gift from Dr. Piazza
01/26/2018	+ \$500.00		\$1,000.00	2018 New Year's Gift #2 from Dr. Piazza
06/12/2018		- \$50.00	\$950.00	2018 BGC payment
07/03/2018		- \$9.00	\$941.00	Payment for rental for Harriss, James on 7/3/2018.
05/24/2019		- \$50.00	\$891.00	2019 BGC payment
01/23/2020		- \$50.00	\$841.00	2020 BGC payment
03/09/2021		- \$50.00	\$791.00	2021 BGC payment
06/22/2021		- \$100.00	\$691.00	Late fee for 6/30/2021
<b>TOTALS:</b>	<b>+ \$1,000.00</b>	<b>- \$309.00</b>	<b>\$691.00</b>	