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

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 12 In re
 13 Front Sight Management LLC,

Case No. 22-11824-abl
 Chapter 11

Confirmation Hearing Date: November 18, 2022
Confirmation Hearing Time: 9:30 a.m.

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 18 **DECLARATION OF SUSAN K. SEFLIN SUBMITTING DEBTOR’S PROPOSED**
 19 **CONFIRMATION ORDER AND REGARDING CERTAIN INFORMAL**
 20 **OBJECTIONS TO PLAN CONFIRMATION**

21 I, Susan K. Sefflin, hereby declare as follows:

22 1. I am an attorney duly licensed to practice law in the State of California and admitted
 23 pro hac vice to this Court pursuant to Court order entered on June 2, 2022 [ECF No. 83].

24 2. I am a partner of BG Law LLP, chapter 11 bankruptcy counsel to Front Sight
 25 Management LLC, the chapter 11 debtor in possession and plan proponent herein (the “Debtor”). I
 26 have personal knowledge of the facts contained in this declaration, and if called as a witness, I would
 27 and could competently testify thereto under oath.
 28

1 3. Attached hereto as **Exhibit A** is the Debtor’s proposed confirmation order, which is
2 subject to review and change, but submitted for parties in interest and the Court to review in advance
3 of the plan confirmation hearing.

4 4. At some point during this case, I have become aware of an anti-Front Sight Facebook
5 page apparently moderated by Gary Short and Frank Van Landingham. Mr. Van Landingham, a
6 former member of the Debtor, spent a total of \$200 on his membership, which was fully refunded to
7 him pre-petition when he was banned and his membership terminated. Mr. Short, a former member
8 of the Debtor, spent a total of \$451 on his membership, which was fully refunded to him pre-petition
9 when he was banned and his membership terminated.

10 5. Since the commencement of the Debtor’s bankruptcy case, Mr. Short and Mr. Van
11 Landingham have repeatedly spread false information about the Debtor on their Facebook page and
12 on other forms of social media. On or about November 3, 2022, I became aware that Mr. Short and
13 Mr. Van Landingham (neither of whom have standing in this case as they are not creditors, members
14 or parties in interest) were advocating for people to send a form email to me and other parties on
15 ECF. A true and correct copy of correspondence from the anti-Front Sight Facebook group is
16 attached hereto as **Exhibit B**. Exhibit B illustrates that Mr. Short and Mr. Van Landingham were the
17 parties sharing the form email and sharing my email and emails of others that are listed on ECF in
18 this case. I have received over thirty emails with this form language, including emails where the
19 names were left blank, or where it says the person emailing did not get notice of the claim bar date
20 but also wrote down their filed proof of claim number. It was clear to me that people were merely
21 cutting and pasting this language – apparently in an effort to interfere with the Debtor’s
22 reorganization efforts.

23 6. In addition to circulating the aforementioned form email, on November 3, 2022, I
24 received an email from Lydia Van Landingham, a current member who did not spend money on her
25 membership with the Debtor, where she was apparently circulating a form plan objection to various
26 parties (which form objection appears to have been prepared by Mr. Van Landingham). See,
27 **Exhibit C** hereto. Subsequently, I began receiving this form “objection” emailed to me, which
28 appears to be an objection where the title was copied from the Debtor’s omnibus objections to claim.

1 This form pleading is largely inapplicable to plan confirmation and does not make much sense. I
2 received this form “objection” in emails from at least fifteen people, many of whom were the same
3 people that sent the form email.

4 7. If the Court would like a copy of each form email and form objection that was
5 emailed to me, I will file it with the Court in advance of the confirmation hearing; however, the
6 language in the form emails was identical, and the language in the form objections was identical.

7 8. With respect to people that emailed me, to the extent someone indicated that they
8 needed help with something (like filing a proof of claim), I would respond only to them with
9 information as to how to file a claim, etc.

10 9. I also looked up many of the people who sent emails in the Debtor’s records and, for
11 the most part, they were people who had been banned and refunded, who had never been a member
12 of the Debtor or who had spent \$200 or less on their membership. To the extent someone was a more
13 active member, I reached out to them individually.

14 I declare under penalty of perjury under the laws of the United States of America that the
15 foregoing is true and correct. Executed this 11th day of November, 2022 at Stateline, Nevada.

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17 /s/ Susan K. Seflin
18 Susan K. Seflin
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EXHIBIT A

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and Plan Proponent

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re:

Front Sight Management LLC,

Debtor.

Case No. 22-11824-abl

Chapter 11

Confirmation Hearing: November 18, 2022
Hearing Time: 9:30 a.m.

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING THE
DEBTOR’S SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION**

On November 18, 2022 at 9:30 a.m. (the “**Confirmation Hearing**”), a hearing was held
before the Honorable August B. Landis, Chief United States Bankruptcy Judge for the District of
Nevada (the “**Court**”), for the Court to consider (i) the *Second Amended Chapter 11 Plan of*

1 *Reorganization* [ECF No. 405] (as may be further amended or modified, the “**Plan**”) filed by Front
 2 Sight Management LLC, the chapter 11 debtor in possession and plan proponent herein (the
 3 “**Debtor**”), and the (ii) Debtor’s motion [ECF No. 439] to confirm the Plan.¹ Appearances are as
 4 noted on the record at the Confirmation Hearing.

5 The Court having reviewed and considered the (a) the Motion and the Plan (and all pleadings
 6 and documents filed in support thereof, and all exhibits either submitted in connection therewith or
 7 of which the Bankruptcy Court has taken judicial notice as appropriate under the Federal Rules of
 8 Evidence 201(b) and (c)); (b) the objections (collectively, the “**Objections**”) to the Motion and the
 9 Plan filed by (i) the United States Trustee [ECF No. 475], (ii) the Official Committee of Unsecured
 10 Creditors [ECF No. 495], and (iii) Michael Meacher *dba* Bankgroup Financial Services [ECF No.
 11 484]; (c) the reply to the Objections filed by the Debtor [ECF No. 519] and the joinders and replies
 12 filed by the Debtor’s insiders [ECF No. 522] and by FS DIP, LLC [ECF No. ____]; (d) the *Order*
 13 *Approving (I) Adequacy of Debtor’s Second Amended Disclosure Statement (as May be Further*
 14 *Amended or Modified); (II) Approving Solicitation Procedures, Manner of Notice and Vote*
 15 *Tabulation Procedures; (III) Establishing Voting Record Date and Deadline for Receipt of Ballots;*
 16 *and (IV) Fixing Date, Time, and Place for Confirmation Hearing and (V) Setting Deadline to File*
 17 *Objections to Confirmation* [ECF No. 403] (the “**Disclosure Statement Order**”); (e) the *Notice of*
 18 *Hearing on Approval of Plan Confirmation, Notice of Rejection of Prepetition Memberships and*
 19 *Summary of Debtor’s Second Amended Chapter 11 Plan of Reorganization* [ECF No. 407] (the
 20 “**Confirmation Notice**”); (f) the *Notice of: (1) Rejection of Prepetition Memberships; (2) Bar Date*
 21 *for Filing Proofs of Claim Related Thereto; and (3) Bar Date for Filing Proofs of Claim if You Want*
 22 *to Be Eligible to Vote on the Plan* [ECF No. 408] (“**Rejection Bar Date Notice**”); (g) the
 23 *Certification of Acceptance and Rejection of Chapter 11 Plan* [ECF No. 518] (the “**Ballot**
 24 *Summary*”); (h) the *Declaration of Ignatius Piazza in Support of Debtor’s Motion for Confirmation*
 25 *of Debtor’s Second Amended Chapter 11 Plan of Reorganization* [ECF No. 441] (the “**Piazza**
 26 *Declaration*”); (i) the *Supplement to Second Amended Chapter 11 Plan of Reorganization* [ECF No.

27 _____
 28 ¹ Any capitalized terms used but not defined in this Order have the same meaning ascribed to them
 in the Plan.

1 445] and the *Second Plan Supplement Regarding Notice of Assumption of Certain Executory*
 2 *Contracts and Unexpired Leases* [ECF No. 466] (the “**Assumption Notice**”); (j) the *Certificate of*
 3 *Services* [ECF Nos. 424] (the “**Certificates of Service**”) of: (i) the Plan, (ii) the *Second Amended*
 4 *Disclosure Statement Describing Debtor’s Second Amended Chapter 11 Plan of Reorganization*
 5 [ECF No. 406] (the “**Disclosure Statement**”), (iii) the Confirmation Notice, (iv) the Rejection Bar
 6 Date Notice; (v) *Official Form 410 Proof of Claim*; (vi) the Ballots; and (vii) the Assumption Notice;
 7 and (k) other pleadings on file as set forth on the record; the Court having considered the
 8 representations and arguments of counsel made at the Confirmation Hearing; and the Court having
 9 determined based upon all of the foregoing that the Plan should be confirmed, as reflected by the
 10 Court’s rulings made herein and on the record at the Confirmation Hearing; and upon the Court
 11 having found that due and proper notice has been given with respect to the Confirmation Hearing
 12 and the deadlines and procedures for filing objections to the Plan and votes to accept or reject the
 13 Plan; and such notice being sufficient under the circumstances and no further or other notice being
 14 required; and after due deliberation and sufficient cause appearing therefor, the Court hereby:

15 **FINDS, DETERMINES AND CONCLUDES THAT:**²

16 **Commencement of Chapter 11 Case**

17 A. **Commencement Date.** The Debtor commenced its bankruptcy case by filing a
 18 voluntary petition for relief under chapter 11 of the Bankruptcy Code on May 24, 2022. The Debtor
 19 has operated its business and managed its financial affairs as a debtor in possession pursuant to
 20 Sections³ 1107(a) and 1108. No trustee or examiner has been appointed in this case.

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 24 ² The findings and conclusions set forth herein and/or in the record of the Confirmation Hearing
 25 constitute the Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal
 26 Rules of Civil Procedure, as made applicable herein by Rule 7052 and 9014 of the Bankruptcy
 27 Rules. To the extent any of the findings of fact recited herein constitute conclusions of law, they are
 28 adopted as such. To the extent any of the conclusions of law recited herein constitute findings of
 fact, they are adopted as such.

27 ³ All references to a “**Section**” shall refer to the Bankruptcy Code. All references to a “**Bankruptcy**
 28 **Rule**” shall refer to the Federal Rules of Bankruptcy Procedure; and all references to a “**Local Rule**”
 shall refer to the Local Rules of Bankruptcy Practice of the U.S. District Court for the District of
 Nevada.

1 B. Committee. The Official Committee of Unsecured Creditors (the “Committee”) was
2 appointed by the United States Trustee (“US Trustee”) on June 9, 2022 [ECF No. 116], pursuant to
3 Section 1102.

4 Jurisdiction and Venue

5 C. Jurisdiction and Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)). The Court
6 has jurisdiction over this case pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a core
7 proceeding in which the Court may enter a final order in accordance with 28 U.S.C. § 157(b)(2)(A)
8 and (b)(2)(L); *see also* Local Rules 1001(b)(1), 7008 and 9014.2. No creditor, party in interest, or
9 entity has objected to the Court’s ability or authority to enter a final order in this matter consistent
10 with the requirements of Article III of the U.S. Constitution, whether by way of formal written
11 objection or at the Confirmation Hearing. *See id.* The Court, therefore, finds that all parties to these
12 proceedings and the Confirmation Hearing have consented to the Court’s entry of a final order in this
13 matter. In addition, the Court determines that it has the authority enter a final order in this matter
14 pursuant to 28 U.S.C. §§ 157(b)(2)(A) and 157(b)(2)(L) and Local Rule 1001(b)(1) without the need
15 of any further action or review by the United States District Court for the District of Nevada as a
16 condition precedent to entry of a final order in this matter. *See, e.g.,* 28 U.S.C. § 157(c); *see also*
17 Local Rule 1001(b). The Debtor is an eligible debtor under Section 109.

18 D. Venue. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

19 E. Judicial Notice. This Court takes judicial notice of the docket of the case maintained
20 by the Clerk of this Bankruptcy Court and/or its duly-appointed agent, including, without limitation,
21 all pleadings and other documents filed, all orders entered and all evidence and arguments made,
22 proffered or adduced at the hearings held before this Court during the pendency of this case.

23 Solicitation and Notice

24 F. Notice and Transmittal of Solicitation Materials. (i) The Solicitation Package
25 (including the Confirmation Hearing Notice, the Plan Disclosure Statement and a ballot), (ii) the
26 Confirmation Notice (which included a summary of the Plan and a link to the web address
27 <https://cases.stretto.com/FrontSight> where the Plan and Disclosure Statement were publicly available
28 at no cost in electronic format), (iii) the Rejection Bar Date Notice, (iv) proof of claim form, and (v)

1 ballots (the “**Ballots**”) for voting on the Plan were transmitted and served in compliance with the
2 Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules and with the
3 procedures set forth in Paragraphs 10, 11 and 12 of the Disclosure Statement Order. The form of the
4 Ballots was appropriate for the following classes which were entitled to vote on the Plan: Classes 1,
5 2, 3 4, and 6 (collectively, the “**Voting Classes**”). The period during which the Debtor solicited
6 acceptances or rejections to the Plan was a reasonable period of time for holders of claims or
7 interests in the Voting Classes to make an informed decision to accept or reject the Plan. Other than
8 the classes noted herein, the Debtor was not required to solicit acceptances or rejections of the Plan
9 with respect to the remaining classes for the reasons set forth in the Disclosure Statement. The
10 transmittal and service of the Solicitation Package, Confirmation Notice, the Rejection Bar Date
11 Notice, proof of claim form and the Ballots (the “**Solicitation**”) complied with the solicitation
12 procedures (the “**Solicitation Procedures**”) set forth in Paragraphs 10, 11 and 12 of the Disclosure
13 Statement Order, was conducted in good faith, and was in compliance with the provisions of the
14 Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws and
15 regulations. The Debtor and its successor, control persons, officers, directors and professionals are
16 entitled to the protection of Section 1125(e).

17 G. Voting. As evidenced by the Ballot Summary, votes to accept or reject the Plan have
18 been solicited and tabulated fairly, in good faith and in a manner consistent with the Bankruptcy
19 Code, the Bankruptcy Rules and the Local Rules.

20 **Compliance with the Requirements of Section 1129 of the Bankruptcy Code**

21 H. Burden of Proof. The Debtor, as the proponent of the Plan, has met its burden of
22 proving the elements of Sections 1129(a) by a preponderance of the evidence. The Plan complies
23 with the applicable provisions of the Bankruptcy Code thereby satisfying Section 1129(a)(1).

24 I. Bankruptcy Rule 3016(a). The Plan is dated and identifies the Debtor as the Plan
25 proponent, thereby satisfying Bankruptcy Rule 3016(a).

26 J. The Plan Satisfies All of the Requirements of Section 1129(a), except for Section
27 1129(a)(8). The Court has considered the analysis set forth in the Motion and Ballot Summary and
28 has undertaken an independent analysis of the Plan and the requirements of Section 1129 and has

1 determined that Debtor has complied with the applicable provisions of the Bankruptcy Code, the
2 Bankruptcy Rules, the Local Rules, and all orders of this Court with respect to the Plan, and that the
3 Plan meets each of the applicable requirements of Section 1129(a) as follows:

4 1. Section 1129(a)(1). The Plan satisfies each and every requirement of Sections
5 1122 and 1123.

6 2. Section 1129(a)(2). The Plan satisfies each and every requirement of Sections
7 1121, 1125 and 1127.

8 3. Section 1129(a)(3). The Debtor has proposed the Plan (including all
9 documents necessary to effectuate the Plan) in good faith and not by means forbidden by law,
10 thereby satisfying Section 1129(a)(3). In determining that the Plan has been proposed in
11 good faith, the Court has examined the totality of the circumstances surrounding the filing of
12 the case and the formulation of the Plan. The Debtor's good faith is evident from the facts
13 and record of this case, the Disclosure Statement and the record of the Confirmation Hearing
14 and other proceedings held in this case. The Plan was proposed with the legitimate purpose
15 of maximizing the value of the Debtor's estate for the benefit of its creditors and members
16 and to effectuate a successful reorganization of the Debtor. The Plan was the product of
17 extensive negotiations conducted at arms' length among representatives of the Debtor,
18 Nevada PF, LLC ("**Nevada PF**" or the "**New Equity Investor**"), an affiliate of the Debtor's
19 post-petition lender FS DIP, LLC ("**FS DIP**"), and other interested parties. Further, the
20 Plan's classification, injunctions [as set forth in Section V.B of the Plan], exculpations and
21 releases [as set forth in Section III.D.12 of the Plan] have been negotiated in good faith and
22 at arms' length, and are consistent with Sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129
23 and 1142.

24 4. Section 1129(a)(4). The Plan provides for the Court's review and approval of
25 all fees and expenses of the estate's professionals, for services or for costs and expenses in
26 connection with the case, prior to payment by the Debtor and/or Reorganized Debtor unless
27 the Court previously authorized the payment of fees and expenses in connection with the
28 employment of a professional. Therefore, the Plan complies with Section 1129(a)(4).

1 5. Section 1129(a)(5). The Plan and the Disclosure Statement disclose the
2 identity and affiliations of each known individual proposed to serve, after confirmation of the
3 Plan, as a member and officer of the Reorganized Debtor. Specifically, the Plan discloses
4 that the Reorganized Debtor's managing member will be William W. Wilson and that such
5 appointment is consistent with the interests of creditors and with public policy. The Plan
6 further discloses that the Reorganized Debtor will enter into a Consulting Agreement with
7 the Debtor's current equity holder, Dr. Piazza, and the Plan Supplement [ECF No. 445]
8 discloses the terms of the Consulting Agreement, including the services to be performed by
9 Dr. Piazza and his compensation for such services. Therefore, the Plan satisfies the
10 requirements of Section 1129(a)(5).

11 6. Section 1129(a)(6). Section 1129(a)(6) is inapplicable to the Plan because the
12 Plan does not provide for any rate changes over which a governmental regulatory
13 commission has jurisdiction.

14 7. Section 1129(a)(7). The Plan satisfies section 1129(a)(7). As set forth in the
15 Disclosure Statement, Classes 1, 2, 3, 4, 6, and 7 are impaired. As also set forth in the
16 Disclosure Statement, in a chapter 7 liquidation of the Debtor's estate, the best-case scenario
17 is that holders of allowed general unsecured claims would receive a pro rata distribution of
18 9.5% of their claims. Under the Plan, holders of allowed general unsecured claims are
19 expected to receive a pro rata distribution of 10% to 25% of their claims and general
20 unsecured creditors who are also members will receive a free two year base membership in
21 the Reorganized Debtor (which they would not receive in a chapter 7 liquidation). Based on
22 the evidence presented in connection with Confirmation, the Court finds that each holder of
23 an allowed claim has either voted to accept the Plan and/or will receive at least as much
24 under the Plan as they would under a chapter 7 liquidation. Accordingly, the Plan satisfies
25 the "best interests of creditors" test of Section 1129(a)(7).

26 8. Section 1129(a)(8). The impaired Classes under the Plan consist of Classes 1
27 (LVDF Secured Claim), 2 (Meacher Secured Claim), 3 (M2 EPC Secured Claim), 4 (Top
28 Rank Builders Inc. Secured Claim), Class 6 (General Unsecured Creditors), and Class 7

1 (Equity Interests). As set forth in the Ballot Summary, the results of the voting are as
2 follows:

3 Class 1 (LVDF Secured Claim) – LVDF voted to accept the Plan.

4 Class 2 (Meacher Secured Claim) – Meacher voted to reject the Plan.

5 Class 3 (M2 EPC Secured Claim) – M2 EPC voted to accept the Plan.

6 Class 4 (Top Rank Builders Inc. Secured Claim) – Top Rank Builders Inc. voted to
7 accept the Plan.

8 Class 6 (General Unsecured Claims) - a total of 595 Class 6 claim holders, asserting a
9 total of \$5,863,267.22 of Class 3 claims, voted on the Plan. Of those Class 6 claim
10 holders, 353 of them, asserting Class 6 claims in the total amount of \$4,262,573.94
11 voted to accept the plan; and 242 of them, asserting Class 6 claims in the amount of
12 \$1,600,639.28, voted to reject the Plan. Thus, 59.3% of Class 6 claim holders who
13 voted on the Plan, who hold 72.7% of the Class 6 claims who voted on the Plan,
14 voted to accept the Plan. As a result, Class 6 is deemed to have accepted the Plan.

15 Class 7 (Equity Interests) – Equity Interests did not vote on the Plan but are presumed
16 not to accept the Plan.

17 As Classes 2 and 7 are impaired and either rejected or are deemed to have rejected the
18 Plan, the Debtor has not satisfied Section 1129(a)(8), thereby necessitating approval
19 under Section 1129(b) for such Classes.

20 9. Section 1129(a)(9). The treatment of Allowed Administrative Claims and
21 Allowed Priority Tax Claims under the Plan satisfies the requirements of section 1129(a)(9).

22 10. Section 1129(a)(10). Classes 1, 3, 4, and 6 are impaired by the Plan and have
23 voted to accept the Plan. Accordingly, the Plan satisfies Section 1129(a)(10) as at least one
24 class of impaired claims has accepted the Plan.

25 11. Section 1129(a)(11). The evidence proffered in support of the Plan (a) is
26 persuasive and credible, (b) has not been controverted by evidence, and (c) establishes that
27 the Plan is feasible and that there is a reasonable prospect of the Reorganized Debtor being
28 able to meet its financial obligations under the Plan and its business in the ordinary course,

1 and that confirmation of the Plan is not likely to be followed by the liquidation or the need
2 for further reorganization of the Debtor, thereby satisfying the feasibility requirement of
3 section 1129(a)(11).

4 12. Section 1129(a)(12). All fees arising pursuant to section 1930 of title 28 of
5 the United States Code, that are due and payable through the Effective Date, shall be paid by
6 or on behalf of the Debtor on or before the Effective Date, and amounts due thereafter shall
7 be paid by or on behalf of the Reorganized Debtor in the ordinary course of business until the
8 entry of a final decree closing the Debtor's case. Any deadline for filing claims in this case
9 shall not apply to fees payable by the Debtor pursuant to 28 U.S.C. § 1930. Therefore, the
10 Plan complies with the requirements of Section 1129(a)(12).

11 13. Section 1129(a)(13). Section 1129(a)(13) is not applicable to the Debtor as
12 the Debtor does not have any retiree benefits.

13 14. Section 1129(a)(14). The Debtor is not required by a judicial or
14 administrative order, or by statute, to pay a domestic support obligation. Accordingly,
15 Section 1129(a)(14) is inapplicable to the Debtor.

16 15. Section 1129(a)(15). The Debtor is not an individual. Accordingly, Section
17 1129(a)(15) is inapplicable to the Debtor.

18 16. Section 1129(a)(16). The Debtor is a moneyed, business, or commercial
19 entity and thus Section 1129(a)(16) is inapplicable to the Debtor.

20 K. Section 1129(b). The Plan fairly and equitably treats Class 2 because the Plan
21 provides for the realization by the holder of the Class 2 claim of the indubitable equivalent of such
22 claim in accordance with Section 1129(b)(2)(A)(iii). The Plan fairly and equitably treats Class 7
23 Equity Interests because any holder of a junior interest will not receive or retain anything under the
24 Plan, and no Holder of a Claim in Class 7 has objected, thereby satisfying Section 1129(b)(2)(C).
25 Therefore, the Plan satisfies the requirements of Section 1129(b).

26 **Plan Implementation**

27 L. The terms of the Plan and all exhibits and schedules thereto, and all other documents
28 filed in connection with the Plan and/or executed or to be executed in connection with the

1 transactions contemplated by the Plan, including, but not limited to, the Consulting Agreement, the
2 documents and instruments relating to the Exit Financing, and all amendments and modifications
3 thereof in accordance with their terms (the Plan and all of the documents noted above, collectively,
4 the “**Plan Documents**”) are incorporated herein by this reference, are proper in all respects, and
5 constitute an integral part of this Confirmation Order.

6 M. The Plan and the Plan Documents have been negotiated in good faith and at arm’s
7 length and, on and after the Effective Date, shall bind any holder of a Claim or Interest and such
8 holder’s respective successors and assigns, whether or not the Claim or Interest, including any
9 Interest of such holder, is impaired under the Plan, whether or not such holder has accepted the Plan
10 and whether or not such holder is entitled to a distribution under the Plan. The Plan and Plan
11 Documents constitute legal, valid and binding obligations of the respective parties thereto and will
12 be enforceable in accordance with their terms.

13 N. Pursuant to Section 1142(a), the Plan and Plan Documents will apply and be fully
14 enforceable notwithstanding any otherwise applicable nonbankruptcy law. The Debtor and the
15 Reorganized Debtor, the New Equity Holder and all of their respective members, officers, directors,
16 agents and professionals are entitled to (i) consummate the Plan and the agreements, settlements,
17 transactions, transfers and documentation contemplated thereby and (ii) take any actions authorized
18 and directed by this Confirmation Order.

19 O. On and after the Effective Date of the Plan, William Wilson, who will be the manager
20 of the Reorganized Debtor, shall have full authority to act on behalf of the Reorganized Debtor
21 including, but not limited to, (i) take any action with respect to the Debtor’s existing bank accounts
22 at Bank of Texas and Wells Fargo, and (ii) take any action with respect to any governmental agency
23 with respect to the Reorganized Debtor.

24 **Exit Financing**

25 P. The Exit Financing described in the Plan was negotiated in good faith and at arm’s
26 length, is an essential element of the Plan, and is in the best interest of the Debtor and its estate.

27 **Executory Contracts and Unexpired Leases**

28

1 Q. The Debtor has exercised its sound business judgment in determining whether to
2 assume or reject each of its executory contracts pursuant to Section III.E.2 of the Plan and the
3 Assumption Notice [ECF No. 466]. No party to an executory contract or unexpired lease to be
4 assumed by the Debtor pursuant to the Plan or rejected by the Debtor pursuant to the Plan has
5 objected to the assumption or rejection thereof. Each assumption and rejection of an executory
6 contract or unexpired lease as provided in Section III.E.2 of the Plan and in the Assumption Notice
7 [ECF No. 466] shall be legal, valid and binding upon the Reorganized Debtor and all non-debtor
8 counterparties to such executory contracts and unexpired leases, all to the same extent as if such
9 rejection or assumption has been effectuated pursuant to an appropriate order of the Court before the
10 Confirmation Date under Section 365.

11 R. The Debtor has cured or provided adequate assurance that it will cure defaults (if any)
12 under or relating to each of the executory contracts and unexpired leases being assumed under the
13 Plan.

14 **Exculpations, Discharge, Releases, and Injunctions**

15 S. The exculpations, discharge, releases, and injunctions contained within the Plan,
16 including Sections III.D.12 and Sections V.A and V.B of the Plan, comply with the Bankruptcy
17 Code and the Bankruptcy Rules, except that no provision in the Plan constitutes a nonconsensual,
18 non-debtor, third party release.

19 T. Pursuant to Sections 105(a), 1123(b)(3), 1129, and 1141 and Bankruptcy Rule 3016,
20 the exculpations, discharges, releases, and injunctions set forth in the Plan are an integral part of the
21 Plan, are fair, equitable, reasonable, and in the best interest of the Debtor, its Estates, and the
22 Holders of Claims and Equity Interests.

23 **Other Findings**

24 U. When issued on the Effective Date, the new equity interests shall be duly and validly
25 authorized and free and clear of all taxes, preemptive rights, etc. other than the rights and restrictions
26 contained in the Plan Documents and any applicable state and federal securities laws.

27 **Preservation and Transfer of Litigation Claims**

28

1 V. It is in the best interests of the Debtor and its estate that Litigations Claims that are
2 not expressly released under the Plan be transferred and retained by the Reorganized Debtor as
3 specified in the Plan. The Litigation Claims have been properly reserved and retained and, upon
4 entry of this Order, shall be deemed transferred to and vested in the Reorganized Debtor.

5 **The Terms of the Consulting Agreement**

6 W. The terms of the Consulting Agreement between the Reorganized Debtor and Dr.
7 Piazza described in term sheet to the Consulting Agreement attached as Exhibit 1 to the Plan
8 Supplement [ECF No. 445] were negotiated in good faith and at arm's length and are an essential
9 element of the Plan. The releases provided for therein are fair, equitable and in the best interests of
10 the Debtor and its estate.

11 **Bar Dates**

12 X. There has been sufficient notice of the procedures and deadlines for asserting
13 Administrative Claims and rejection bar dates set forth in Section III of the Plan and in the Rejection
14 Bar Date Notice, and no further or other notice is necessary. The Debtor or the Reorganized Debtor
15 may serve an administrative claim bar date notice with a bar date for filing Administrative Claims of
16 30 days after the Effective Date.

17 **Retention of Jurisdiction**

18 Y. The Court may properly retain jurisdiction over the matters set forth in Section III.F
19 of the Plan and Section 1142.

20 **The Plan Satisfies Confirmation Requirements**

21 Z. The failure specifically to include or reference any particular provision of the Plan in
22 these Findings and Conclusions shall not diminish or impair the effectiveness of such provision, it
23 being the intent of the Court that the Plan be confirmed in its entirety.

24 AA. Based on the foregoing, all other pleadings, documents, exhibits, statements,
25 declarations, and affidavits filed in connection with the confirmation of the Plan, and all evidence
26 and arguments made, proffered, or adduced at the Confirmation Hearing, the Plan satisfies the
27 requirements for confirmation set forth in Section 1129.

28 **ACCORDINGLY, BASED ON ALL OF THE FOREGOING, IT IS HEREBY ORDERED,**

1 **ADJUDGED AND DECREED THAT:**

2 1. Confirmation. The Plan and each of its provisions shall be, and hereby are,
3 confirmed under Section 1129. The terms and provisions of the Plan and all of the exhibits and
4 schedules attached to the Disclosure Statement and any other documents filed in connection with the
5 Plan and/or executed or to be executed in connection with the transactions contemplated by the Plan,
6 including but not limited to those identified in the Plan Supplement [ECF No. 445] and all
7 amendments and modifications thereof made in accordance with the Plan and this Order (this
8 “Confirmation Order”), are incorporated by reference into, and are an integral part of, this
9 Confirmation Order and are authorized and approved.

10 2. Overruling of Objections. All formal or informal objections or responses in
11 opposition to or inconsistent with the Plan, to the extent not already withdrawn, waived or settled,
12 and all reservations of rights included therein, shall be, and hereby are, overruled in their entirety.

13 3. Plan Implementation Authorization; Effectuation of Transactions. The provisions in
14 Section III.D of the Plan governing the means for implementation of the Plan shall be, and hereby
15 are, approved in their entirety.

16 a. General Authorization. The transactions described in the Plan and the Plan
17 Documents are hereby approved. On or before the Effective Date, and after the Effective
18 Date, as necessary, and without any further notice to creditors or other parties in interest or
19 further order of the Court or other authority, the Debtor and the Reorganized Debtor and their
20 members, managers, officers, attorneys and financial advisors are authorized and empowered
21 pursuant to Section 1142(b) and applicable state laws (i) to grant, issue, execute, deliver, file
22 or record any agreement, document, or security relating to the Plan, the Exit Financing, or
23 any other documents related thereto and (ii) to take any action necessary or appropriate to
24 implement, effectuate, and consummate the Plan and the Plan Documents in accordance with
25 their terms. All such actions taken or caused to be taken shall be deemed to have been
26 authorized and approved by the Court without further approval, act or action under any
27 applicable law, order, rule or regulation, including, without limitation, any action required by
28 the Reorganized Debtor including, among other things, (a) the incurrence of all obligations

1 contemplated by the Plan and the making of all distributions under the Plan, (b) all transfers
2 of funds to be made pursuant to the Plan, and (c) entering into any all transactions, contracts,
3 leases, instruments, releases and other documents and arrangements permitted by applicable
4 law, order, rule or regulation. Pursuant to Section 1142, to the extent that, under applicable
5 nonbankruptcy law any of the foregoing actions that would otherwise require approval of the
6 members or managers of the Debtor, such approval shall be deemed to have occurred and
7 shall be in effect from and after the Effective Date pursuant to applicable state law without
8 any requirement of further action by the members or the managers of the Debtor. Any or all
9 documents contemplated herein shall be accepted by each of the respective state filing offices
10 and recorded, if required, in accordance with applicable state law and shall become effective
11 in accordance with their terms and the provisions of state law. All counterparties to any
12 documents described in this paragraph are hereby directed to execute such documents as may
13 be required or provided by such documents, without any further order of this Court.

14 b. Release Liens. Within 30 days of the Effective Date, LVDF and Meacher
15 shall file releases of their respective liens against the Front Sight Property and the Debtor's
16 guns with the appropriate government agencies (the "**Release Procedures**"). In the event
17 that the foregoing parties do not complete the Release Procedures, the Reorganized Debtor
18 shall be granted, pursuant to this Confirmation Order, power of authority for the limited
19 purpose of implementing and consummating the Release Procedures.

20 c. Approval of Plan Documents. All Plan Documents are hereby authorized and
21 approved, and the Reorganized Debtor's obligations thereunder are legal, valid, binding and
22 enforceable. The Reorganized Debtor may take or cause to be taken all corporate actions
23 necessary or appropriate to implement all provisions of, and to consummate, the Plan
24 Documents, and any other documents contemplated to be executed therewith, prior to, on and
25 after the Effective Date, and all such actions taken or caused to be taken shall be deemed to
26 have been authorized and approved by the Bankruptcy Court without further approval, act or
27 action under any applicable law, order, rule or regulation including, without limitation, any
28 action required by the members or managers of the Debtor or the Reorganized Debtor. All

1 non-Debtor parties to the Plan Documents are hereby authorized to take such action as
2 required by and pursuant to the Plan Documents.

3 d. No Action. On the Effective Date, the New Equity Investor will own a 100%
4 equity interest in the Reorganized Debtor. The Reorganized Debtor's managing member
5 shall be William W. Wilson.

6 e. Corporate Action. On the Effective Date, the member(s) of the Reorganized
7 Debtor shall be authorized to amend the operating agreement to take all actions necessary
8 and appropriate to carry out the terms of the Plan.

9 4. Binding Effect. On the date this Confirmation Order is entered, the provisions of the
10 Plan shall bind any holder of a Claim or Interest and such holder's respective successors and assigns,
11 whether or not such Claim or Interest of such holder is impaired under the Plan, whether or not such
12 holder has accepted the Plan and whether or not such holder is entitled to a distribution under the
13 Plan, and any and all non-debtor parties that are parties to executory contracts and unexpired leases
14 in this case, and the respective heirs, executors, administrators, successors, or assigns, if any, of the
15 foregoing.

16 5. Provisions of Plan and Order Non-severable and Mutually Dependent. The
17 provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of
18 law set forth herein, are non-severable and mutually dependent. The fact that any particular
19 provision(s) of the Plan or any related agreement(s) is/are not specifically referenced in this Order,
20 shall not diminish or impair the efficacy of such provision(s) or such related agreement(s); it is the
21 intent of the Court that the Plan be confirmed and such related agreements be approved in their
22 entirety.

23 6. Notice. As evidenced by the Certificates of Service, (i) proper, timely, adequate and
24 sufficient notice of the Confirmation Hearing and the deadline for filing and serving objections to
25 the Plan has been provided, (ii) such notice constitutes due and proper notice for purposes of
26 Sections 102(1), 1127 and 1128 and Bankruptcy Rules 2002, 3016, 3017, 3018, 6006, 9006, and
27 9014; (iii) such notice was reasonable, sufficient and appropriate under the circumstances and is
28

1 hereby approved, and (iv) no other or further notice of the Confirmation Hearing, the deadline for
2 filing and serving objections to the Plan, or of the entry of this Confirmation Order is required.

3 7. Plan Classification and Treatment. All Claims and Equity Interests shall be, and
4 hereby are, classified and treated as set forth in the Plan. The Plan's classification scheme shall be,
5 and hereby is, approved. The treatment of all Claims and Interests as provided in the Plan shall be,
6 and hereby is, approved.

7 8. Revesting of Assets (Sections 1141(b) & (c)). As set forth in Section V.C of the Plan,
8 except as provided elsewhere in the Plan, as of the Effective Date, all property of the Estate shall
9 revert in the Reorganized Debtor, including, but not limited to, any Litigation Claims and the LVDF
10 Litigation, free and clear of all claims, liens, encumbrances or other interests, except as otherwise
11 provided in the Plan or this Confirmation Order. From and after the Effective Date, the Reorganized
12 Debtor may operate its business and may use, acquire, and dispose of property, including payment of
13 all business expenses and professional fees and expenses, and compromise and settle any claims or
14 causes of actions without supervision or consent of the Bankruptcy Court, and free of any
15 restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly
16 imposed by the Plan or this Order.

17 9. Retention of Causes of Action / Reservation of Rights. As set forth in Section IV.C
18 of the Plan, the Reorganized Debtor shall have, retain, reserve and be entitled to assert all claims,
19 causes of action, rights of setoff and other legal or equitable defenses that the Debtor had
20 immediately prior to the Petition Date as fully as if the Debtor's bankruptcy case had not been
21 commenced; and all of the Reorganized Debtor's legal and equitable rights respecting any such
22 claims which are not specifically waived, extinguished, or relinquished by the Plan may be asserted
23 after the Effective Date by the Reorganized Debtor.

24 10. Retained Assets. To the extent that the retention by the Reorganized Debtor of any
25 assets held immediately prior to emergence by the Debtor is deemed, in any instance, to constitute
26 "transfers" of property, such transfers of property (a) are or shall be legal, valid and effective
27 transfers of property, (b) vest the Reorganized Debtor with good title to such property, free and clear
28 of all liens, charges, claims, encumbrances or interests (except as expressly provided in the Plan or

1 this Order), (c) do not and shall not constitute avoidable transfers under the Bankruptcy Code or
2 under applicable nonbankruptcy law, and (d) do not and shall not subject the Debtor or the
3 Reorganized Debtor to any liability by reason of such transfer under the Bankruptcy Code or under
4 applicable nonbankruptcy law, including by laws affecting successor or transferee liability.

5 11. Treatment of Executory Contracts and Unexpired Leases. The provisions regarding
6 executory contracts and unexpired leases contained in Section III.E.1 and 2 of the Plan and the
7 Assumption Notice [ECF No. 466] are hereby approved. The unexpired leases and executory
8 contracts set forth in Section III.E.2 of the Plan and Exhibit A to the Assumption Notice [ECF No.
9 466] are hereby assumed. Any of the Debtor's executory contracts and/or unexpired leases that were
10 not assumed in Section III.E.2 of the Plan and Exhibit A to the Second Plan Supplement [ECF No.
11 466] are deemed rejected.

12 12. Exemption of Transfer Taxes. In accordance with Section 1146(a), the issuance,
13 transfer or exchange of notes or equity securities under or in connection with the Plan, the creation
14 of any mortgage, deed of trust or other security interest, the making or assignment of any lease or
15 sublease or the making or delivery of any deed or other instrument of transfer under, in furtherance
16 of, or in connection with the Plan, including any units, notes or assignment executed in connection
17 with any of the transactions contemplated under the Plan (including without limitation the Exit
18 Financing transactions) shall not be subject to any stamp, real estate transfer, mortgage recording or
19 other similar tax.

20 13. Exemption from Certain Transfer Taxes. Pursuant to Bankruptcy Code section
21 1146(a), any transfer from the Debtor or the Reorganized Debtor to any other person pursuant to the
22 Plan in the United States, shall not be subject to any stamp tax or similar tax. State or local
23 governmental officials or agents shall forgo the collection of any such tax or governmental
24 assessment and accept for filing and recordation any instruments or other documents concerning the
25 foregoing transfer(s) without the payment of any such tax or governmental assessment.

26 14. Federal Income Tax Provisions. Pursuant to Internal Revenue Code §1377(a)(2), the
27 Debtor shall "close its books" on the Effective Date of the Plan. The Debtor shall include the
28 §1377(a)(2) election on its 2022 timely filed S-Corporation federal income tax return.

1 15. Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of
2 the United States Code due and payable through the Effective Date shall be paid by or on behalf of
3 the Debtor on or before the Effective Date, and amounts due thereafter shall be paid by or on behalf
4 of the Reorganized Debtor in the ordinary course of business until the entry of a final decree closing
5 the Debtor's case, or the case is converted or dismissed. The quarterly fees are assessed fees that do
6 not require allowance and any deadline for filing claims shall not apply to fees payable under 28
7 U.S.C. § 1930.

8 16. Government Approvals Not Required. This Confirmation Order shall constitute all
9 approvals and consents required, if any, by the laws, rules or regulations of any state or any other
10 governmental authority with respect to the implementation or consummation of the Plan and the Plan
11 Documents, and any amendments or modifications thereto, and any other acts referred to in or
12 contemplated by the Plan, the Disclosure Statement, the Plan Documents, and any amendments or
13 modifications thereto.

14 17. Filing and Recording. This Confirmation Order is and shall be binding upon and
15 shall govern all acts of all persons or entities including, without limitation, all filing agents, filing
16 officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds,
17 administrative agencies, governmental departments, secretaries of state, federal, state and local
18 officials, and all other persons and entities who may be required, by operation of law, the duties of
19 their office, or contract, to accept, file, register, or otherwise record or release any document or
20 instrument. Each and every federal, state, and local governmental agency is hereby directed to
21 accept any and all documents and instruments necessary, useful, or appropriate (including financing
22 statements and termination statements under the Uniform Commercial Code) to effectuate,
23 implement, and consummate the transactions contemplated by the Plan and this Order without
24 payment of any recording tax, stamp tax, transfer tax, or similar tax imposed by state or local law.

25 18. Discharge of Claims (Section 1141). Pursuant to Section V.A of the Plan, and except
26 as otherwise provided in this Confirmation Order, the rights afforded in and the payments and
27 distributions to be made under the Plan shall discharge the Reorganized Debtor from all existing
28 debts and claims and terminate any and all interests of any kind, nature or description whatsoever

1 against or in the Debtor or the Reorganized Debtor or any of its assets to the fullest extent permitted
2 by section 1141 of the Bankruptcy Code. Except as provided in the Plan and in this Confirmation
3 Order, to the fullest extent permitted by Section 1141, upon the Effective Date, all existing claims
4 against the Debtor or the Reorganized Debtor shall be, and shall be deemed to be, satisfied and
5 terminated, the Reorganized Debtor shall be discharged, and all holders of such claims shall be
6 precluded and enjoined from asserting against the Debtor, the Reorganized Debtor, their successors
7 or assignees or any of their assets, any other or further claim based upon any act or omission,
8 transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether
9 or not such holder has filed a proof of claim and whether or not the facts or legal bases therefor were
10 known or existed prior to the Effective Date. Except as provided otherwise in this Confirmation
11 Order, as of the consummation of the transactions required to occur on the Effective Date,
12 Confirmation of the Plan discharges all debts or liabilities, whether contingent, unliquidated,
13 disputed, known or unknown, that were incurred or arose before the Effective Date. This includes
14 all types of claims, interests and obligations arising out of and/or including, but not limited to, (i) all
15 causes of action under state and Federal law, (ii) trade payables, (iii) lease claims, (iv) tax claims
16 including interest, (v) environmental claims, and (vi) any other known or unknown claim from any
17 debt arising prior to Plan Confirmation.

18 19. Discharge of Debtor and the Reorganized Debtor. Pursuant to Section V.A of the
19 Plan, except as otherwise expressly provided in the Plan or this Confirmation Order, upon the
20 Effective Date, in consideration of the distributions to be made under the Plan, each holder of a
21 Claim or Interest and any affiliate of such holder shall be deemed to have forever waived, released
22 and discharged the Reorganized Debtor, to the fullest extent permitted by Section 1141, of and from
23 any and all Claims, interests, rights and liabilities that arose prior to the Effective Date. Upon the
24 Effective Date, all such persons shall be forever precluded and enjoined, pursuant to Section 524,
25 from prosecuting or asserting any such discharged Claim or Interest against the Reorganized Debtor.
26 This Plan shall bind the holders of all Claims and Interests whether or not they accepted the Plan.
27 The rights afforded in the Plan and the treatment of all Claims and Interests therein shall be in
28 complete satisfaction, discharge and release of all Claims against and/or Interest in the Debtor or any

1 of its assets of any nature whatsoever except as otherwise specifically provided in the Plan. Except
2 as otherwise set forth in the Plan and this Order, all Claims and Interests shall be forever satisfied,
3 discharged and released in full on the Effective Date, and all holders of Claims and Interests shall be
4 forever precluded and enjoined from asserting Claims against or Interests in the Reorganized Debtor
5 or the Debtor. Any litigation pending pre-petition and/or initiated post-petition against the Debtor in
6 any court other than the Bankruptcy Court where relief from stay was not obtained from the
7 Bankruptcy Court shall be deemed discharged upon the Effective Date.

8 20. Exceptions to Discharge. Notwithstanding anything to the contrary herein, this
9 Confirmation Order does not discharge the Reorganized Debtor's obligations under the Plan.

10 21. Terms of Injunctions or Stays. This Confirmation Order enjoins the prosecution,
11 whether directly, derivatively or otherwise, of any Claim, obligation, suit, judgment, damage,
12 demand, debt, right, cause of action, liability or interest released, discharged or terminated pursuant
13 to the Plan and this Confirmation Order. Except as provided in the Plan or this Confirmation Order,
14 as of the Effective Date, all entities that have held, currently hold or may hold a Claim or other debt
15 or liability that is discharged or an interest or other right of an equity holder that is impaired pursuant
16 to the terms of the Plan are permanently enjoined from taking any of the following actions against
17 the Debtor, the Debtor's Estate, the Reorganized Debtor or its property on account of any such
18 discharged Claims, debts or liabilities or terminated interests or rights: (i) commencing or
19 continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching,
20 collecting or recovering in any manner any judgment, award, decree or order; (iii) creating,
21 perfecting or enforcing any lien or encumbrance; (iv) asserting a right of subrogation of any kind
22 against any debt, liability or obligation due to the Debtor; and (v) commencing or continuing any
23 action in any manner, in any place that does not comply with or is inconsistent with the provisions of
24 the Plan or this Confirmation Order. Notwithstanding, no provision in the Plan constitutes a
25 nonconsensual, non-debtor, third party release.

26 22. Effective Date. The provisions of Bankruptcy Rule 3020(e) are waived and the
27 Effective Date of the Plan shall be the second business day after this Confirmation Order is entered.
28

1 23. Notice of Occurrence of Effective Date. Within two business days of the Effective
2 Date, the Reorganized Debtor or any other authorized party who has been charged with
3 administering the Plan shall file a Notice of Occurrence of the Effective Date with the Court
4 identifying the Effective Date and indicating that it has occurred.

5 24. Disbursing Agent. Distributions under the Plan shall be made by the Reorganized
6 Debtor or Stretto on or after the Effective Date. The Reorganized Debtor may employ other agents
7 to assist in making distributions under the Plan.

8 25. Professional Fee Applications. Applications filed pursuant to Sections 330, 331, or
9 503(b)(4) for allowance of Administrative Claims relating to the compensation and reimbursement
10 of expenses of Professionals employed pursuant to an order of the Bankruptcy Court under Sections
11 327 or 1103 for services performed and expenses incurred prior to the Effective Date must be filed
12 on or before the date that is thirty (30) days after the Effective Date. The Reorganized Debtor is
13 authorized to retain professionals and pay compensation for professional services rendered and
14 reimbursement of expenses incurred after the Effective Date in the ordinary course and without the
15 need for Court approval.

16 26. Administrative Expenses. Administrative Expenses incurred by the Reorganized
17 Debtor following the date of the entry of this Order shall not be subject to application and may be
18 paid by the Reorganized Debtor in the ordinary course.

19 27. Modifications of the Plan. The Reorganized Debtor may seek to modify the Plan at
20 any time after Confirmation of the Plan so long as (1) the Plan has not been substantially
21 consummated, and (2) the Court authorizes the proposed modifications after notice and a hearing.

22 2. Miscellaneous Provisions Relating to Plan Distributions.

23 a. No Fractional Distributions. No Distributions in fractions of hundredths of
24 U.S. Dollars (\$0.00's)(i.e., cents) shall be issued. If the Distribution amount allocated to an
25 Allowed Claim at the time of a Distribution hereunder would be include fractions of cents,
26 the amount to be distributed to the holder of such Claim shall be rounded down to the highest
27 integral numbers of cents in the applicable Claim amount.

28 b. Name and Address of Holder of Claim. For purposes of all Distributions

1 under the Plan, the Reorganized Debtor can rely on the name and address of the holder of
2 each Allowed Claim as shown on any timely filed proof of claim and, if none, as shown on
3 the Debtor's Schedules, except to the extent that the Disbursing Agent first receives adequate
4 written notice of a change of address, properly executed by the Holder or its authorized
5 agent.

6 c. Unclaimed Distribution. Any Unclaimed Distribution under the Plan shall be
7 forfeited to the Reorganized Debtor.

8 d. De Minimus Cash Distributions. Notwithstanding anything to the contrary in
9 the Plan, no Cash Distributions shall be made on account of any Allowed Claim if the Cash
10 Distribution amount is less than \$25.00.

11 28. Post-Conversion Conversion / Dismissal. A creditor or other party in interest may
12 bring a motion to convert or dismiss the case under Section 1112(b) of the Bankruptcy Code after
13 the Plan is confirmed if there is a default in performing the Plan. If the Court orders the case
14 converted to chapter 7 after the Plan is confirmed, then all property that had been property of the
15 chapter 11 Estate, and that has not been disbursed pursuant to the Plan, will revert in the chapter 7
16 estate, and the automatic stay will be re-imposed upon the revested property, but only to the extent
17 that relief from stay was not previously authorized by the Court during this case.

18 29. Post-Confirmation Status Reports. Until a final decree closing the Debtor's Chapter
19 11 Case is entered, the Reorganized Debtor shall file regular status reports if so ordered by the
20 Court.

21 30. Monthly Operating Reports. Post-confirmation, the Reorganized Debtor shall
22 continue to file the "UST Form 11- MOR, Monthly Operating Report" form through the Effective
23 Date. After the Effective Date, the Reorganized Debtor shall file the "UST Form 11-PCR, Post
24 confirmation Report" form every calendar quarter until the earlier of: (1) the entry of a final decree;
25 (2) the conversion of the case to a case under another chapter; or (3) the dismissal of the case.

26 31. Exculpations and Releases Relating to the Plan. To the maximum extent permitted by
27 law, neither the Debtor, the Reorganized Debtor, nor any of their successors and assigns, advisors,
28 attorneys, employees, officers, shareholders, agents, members, representatives, or Professionals

1 employed or retained by any of them whether or not by Bankruptcy Court order, each in their
2 capacity as such, shall have or incur liability to any Person for an act taken or omitted to be taken
3 between the Petition Date and the Effective Date of the Plan in connection with, or related to
4 formulating, negotiating, soliciting, preparing, confirming, implementing, or consummating the Plan
5 or the transactions contemplated therein, or a contract, instrument, release or other agreement or
6 document created or entered into in connection with the Plan; provided, however, that each of the
7 above Persons shall be entitled to rely upon the advice of counsel concerning his or her duties
8 pursuant to, or in connection with, the Plan or any related document, instrument or agreement;
9 provided further that the foregoing exculpation shall have no effect on liability of any Person that
10 results from any act or omission that is determined in a Final Order to have constituted fraud, gross
11 negligence, or willful misconduct.

12 32. Dissolution of the Committee. On the Effective Date, the Committee shall be
13 disbanded and all authorities granted the Committee pursuant to Sections 1102 and 1103 shall be
14 terminated without further order of the Bankruptcy Court except to prepare, file, and seek approval
15 from the Court of a final fee application pursuant to Section 330.

16 33. Administrative Claims Bar Date. Requests for payment of Administrative Claims
17 must be filed and served on counsel for the Debtor no later than the date that is thirty (30) days after
18 the Effective Date, other than Professional Fee Claims. Holders of Administrative Claims that are
19 required to file a request for payment of such Claims and do not file such requests by the applicable
20 bar date, shall be forever barred from asserting such claims against the Debtor, its Estate, and the
21 Reorganized Debtor.

22 34. Inconsistency. In the event of any inconsistency between the Plan and this Order, this
23 Order shall govern. In the event of any inconsistency between the Plan and the Disclosure
24 Statement, the Plan shall govern. In the event of any inconsistency between the Plan and any prior
25 version thereof, the Plan [ECF No. 405] shall govern.

26 35. Effect of Confirmation Order on Other Orders. Unless expressly provided for herein,
27 nothing in the Plan or this Confirmation Order shall affect any orders entered in this case.
28

1 36. Retention of Jurisdiction. Upon the Effective Date, this Court shall retain jurisdiction
2 over the matters arising in, under, and related to, the case, as set forth in Section III.F of the Plan and
3 section 1142 of the Bankruptcy Code, to the extent permitted by law.

4 37. No Stay of Confirmation Order. For the avoidance of doubt, this Order shall take
5 effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e).

6 **IT IS SO ORDERED.**

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9
10
11 Prepared and Submitted By:

12 BG LAW LLP

13 By: /s/ Susan K. Seflin

14 Susan K.Seflin

15 Jessica S. Wellington

16 Attorneys for Chapter 11 Debtor
and Plan Proponent

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EXHIBIT B

Susan K. Seflin

Subject: FW: Frank Van Landingham (Admin/Creator) posted this video. Watch "front sight lawsuit 10/30/2022" on YouTube

CAUTION: This email originated from an external source.

FYI, they are sending to more law firm addresses...

Here's some comments to Gary Short (Moderator, FS Lawsuit group) post, 'URGENT NOTICE' re: Plan Vote and emailing Pleadings before deadline, on FS First Family group:

👉 "Here is a comma-separated list of the email addresses. Might make it easier to paste into some email clients." Jim Banks

sderousse@freeborn.com, edward.m.mcdonald@usdoj.gov, ustpregion17.lv.ecf@usdoj.gov, jason.blumberg@usdoj.gov, sseflin@bg.law, sgubner@bg.law, rlehane@kelleydrye.com, nrodriguez@carlyoncica.com, crobertson@carlyoncica.com, dmcica@gmail.com, dcica@carlyoncica.com, tosteen@carlyoncica.com, 3342887420@filings.docketbird.com, saschwartz@nvfirm.com, blindsey@nvfirm.com, ecf@nvfirm.com, eanderson@nvfirm.com, samid@nvfirm.com, msturm@nvfirm.com

👉 "DONE and THANK YOU." - Ron Gustaveson

👉 "Done, between this and the election in a couple of days, there is lots of anticipation." - Kirk Pollard

👉 "Done, and thank you Gary an all those that have put this together for the members." - Mark Puglisi

👉 "Done. Anything else I can file at this late date?" - Paul Macdonald

👉 "Thanks for all you're doing!" - Craig Boman

👉 "Done, on behalf of myself, my wife, and 10 children, all of whom are members." - Kevin Prince

👉 "Done...Thanks for the Heads Up and the Document." - Richard Regnell

👉 "Done." - Wayne Feltenberger

👉 "Excellent. Here's mine: <https://www.trigger-treat.com/20220122-front-sight-restructuring/responses/20221103-re-front-sight-bankruptcy>
- Greg Raven

On Thu, Nov 3, 2022, 13:43 Terry Ratterree <tratterree@gmail.com> wrote:

Frank Van Landingham's latest video, not posted to his YouTube channel yet.

👉 See 3 screenshots with captions below:

On Thu, Nov 3, 2022, 12:53 Terry Ratterree <tratterree@gmail.com> wrote:

Gary Short (Moderator, FS Lawsuit group) posts, 'URGENT NOTICE' re: Plan Vote, on FS First Family group:

👉 URGENT NOTICE: Regardless of whether you have voted or not, you need to IMMEDIATELY send the attached language below by email to the email list of parties indicated at the end. The deadline is 5pm, Nevada time, tomorrow, Nov 4, 2022. Send it NOW.

“RE: FRONT SIGHT BANKRUPTCY

Dear Ladies & Gentlemen:

My name is _____, and I am an unsecured creditor of Front Sight. I have filed Proof of Claim # _____ in this case. (I was unable to file a proof of claim in this case by the due date as I was not noticed.) I was a member of Front Sight for many years and bought / upgraded my membership(s) in Front Sight because of the many benefits that were promised to me by Ignatius Piazza in his incessant blast of email up-sells that included an explicit promise that I would become an owner of Front Sight in proportion to the number of memberships, course certificates, FS Bucks, various loyalty points, or whatever that was the flavor of the day when he made the offer that I accepted. He made this ownership promise to me and all Front Sight members multiple times. Now, however, I see in the “Debtor’s Second Amended Chapter 11 Plan of Reorganization” that Mr. Piazza and the Debtor have allocated only \$3 million to the entire class of unsecured creditors (which currently has monetary claims in excess of \$1,200,000,000) and, unbelievably, states that the \$3 million will be used to FIGHT our claims. In short, we, the unsecured creditors will likely receive nothing given that Mr. Piazza is the most belligerent, vindictive and litigious person I have ever known. More importantly, perhaps, is that the Plan includes the following outrageous conditions:

Mr. Piazza will be paid \$7 million over a 10-year period through an irrevocable “Consulting Agreement” that still has not been disclosed even though the voting date is less than one week away. This is nothing more than a backdoor way for Mr. Piazza to extract equity ownership benefits from a company that he intentionally drove into bankruptcy.

Mr. Piazza will never be held to account for the tens of millions of dollars in fraudulent transfers that he engineered in the years before the bankruptcy filing because the new owner of Front Sight (Prairie Fire) has agreed with Mr. Piazza NOT to prosecute those claims.

I vehemently oppose approval of the Plan and urge the Unsecured Creditors Committee, the US Trustee and the Bankruptcy Court to reject the Plan.

Sincerely,

[Signature]

Email to all of these parties:

sderousse@freeborn.com

edward.m.mcdonald@usdoj.gov

ustpregion17.lv.ecf@usdoj.gov

jason.blumberg@usdoj.gov

sseflin@bg.law

sgubner@bg.law

rlehane@kelleydrye.com

nrodriguez@carlyoncica.com

crobertson@carlyoncica.com

dmcica@gmail.com

dcica@carlyoncica.com

tosteen@carlyoncica.com

3342887420@filings.docketbird.com

saschwartz@nvfirm.com

blindsey@nvfirm.com

ecf@nvfirm.com
eanderson@nvfirm.com
samid@nvfirm.com
msturm@nvfirm.com

Posted by: Gary Short (Moderator, FS Lawsuit group)

- 👉 "Very clear and concise. Done." - Rita Gormley
- 👉 "Done." - Greg Huffman
- 👉 "or not." - Steven Cummings
- 👉 "Or you can just watch "Frozen" and sing along." - Brad McKinley

On Thu, Nov 3, 2022, 08:31 <ignatius@frontsight.com> wrote:

Thanks.

From: Terry Ratterree <tratterree@gmail.com>
Sent: Thursday, November 3, 2022 7:19 AM
To: ignatius@frontsight.com
Subject: Re: Frank Van Landingham (Admin/Creator) posted this video. Watch "front sight lawsuit 10/30/2022" on YouTube

Frank Van Landingham has composed a 'Fill in the blanks' Vote Objection Complaint Form for those with confirmed Unsecured Claims to email to several lawyers, on FS Lawsuit group:

👉 Send to ana.galvan@stretto.com

sgubner@bg.law

sseflin@bg.law

Jwellington@bg.law

Dear Ladies & Gentlemen:

My name is _____, and I am an unsecured creditor of Front Sight. I have filed Proof of Claim # _____ in this case. I was a member of Front Sight for many years and bought / upgraded my membership(s) in Front Sight because of the many benefits that were promised to me by Ignatius Piazza in his incessant blast of email up-sells that included an explicit promise that I would become an owner of Front Sight in proportion to the number of memberships, course certificates, FS Bucks, various loyalty points, or whatever that was the flavor of the day when he made the offer that I accepted. He made this ownership promise to me and all Front Sight members multiple times.

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Mr. Piazza will never be held to account for the tens of millions of dollars in fraudulent transfers that he engineered in the years before the bankruptcy filing because the new owner of Front Sight (Prairie Fire) has agreed with Mr. Piazza NOT to prosecute those claims.

I vehemently oppose approval of the Plan and urge the Unsecured Creditors Committee, the US Trustee and the Bankruptcy Court to reject the Plan.

Sincerely,

👉 "Should we send this in response to the potential settlement papers we received last week?" - Michael Willis

👉 "Michael Willis, yes." - Frank Van Landingham (Admin/Creator, FS Lawsuit group)

👉 "A most excellent summary- I shall copy, fill in the blanks, and send post-haste." - John Gregory

On Tue, Nov 1, 2022, 15:26 <ignatius@frontsight.com> wrote:

Thanks.

From: Terry Ratterree <tratterree@gmail.com>

Sent: Tuesday, November 1, 2022 12:45 PM

To: ignatius@frontsight.com

Subject: Re: Frank Van Landingham (Admin/Creator) posted this video. Watch "front sight lawsuit 10/30/2022" on YouTube

Greg Raven posts, "There go our memberships" on FS Lawsuit group:

👉 There go our memberships: "Pursuant to the Plan, all existing Front Sight memberships will be terminated on the effective date of the Plan (the 'Effective Date')." - Greg Raven

👉 "The Debtor will continue to operate its business after the Effective Date with new equity holders and will be offering memberships to existing Front Sight members as set forth on Exhibit B to the Plan and Disclosure Statement"??? How does Front Sight LLC "continue to operate its business after the Effective Date" when it was Prairie Fire that was going to be the re-organized company after this bankruptcy? Further, Iggy is the signer of all the Debtor activities and so what does that tell us as well?" - Mike Montesano

👉 "Mike Chapman, are side deals with former owners fairly common in the bk process?" - Terry Ratterree

👉 "Yes they are. And, unfortunately there is nothing we can do about it regardless of how we vote. IP is waiving his claims as part of the bankruptcy in lieu of the consulting agreement. Meaning, he loses his currently equity in FS but gains annual payments as listed in the agreement. Not an uncommon arrangement in these situations.

I think many in this group are misunderstanding how bankruptcy works, how our votes factor into the process, and if we can recover anything from FS. Typically both the court and the claimants want the company to survive through a BK reorganization because that is the way to maximize payments to everyone. A Yes vote and acceptance by the court of the plan forces PF to invest and pay out 10-30% of what each member paid in to settle with us. It's really that simple. A No vote potentially forces FS into liquidation - where members may / will get nothing, and IP and PF can do what they want after the dust settles. It's really that simple..." - Mike Chapman

👉 "Mike Chapman thank you for that insight." - Saunders Benevolus

👉 "Mike Chapman thanks, that cleared it up for me." - Terry Ratterree

👉 "I heard that by not voting that counts as a "accept". If they did contact thousands of members I bet most will not take the time to vote thus the plan is accepted. True or False?" - Mike Simi

👉 "Mike Simi, that is not exactly how it works. The bankruptcy vote outcome is determined both by how many people vote and what share of the dollar value of the claims those that voted hold. There is a minimum threshold that has to be reached on both criteria for the vote to be recognized.

Said a different way, if half of the claimants vote and they represent 2/3 of the total dollars claimed by that impaired class against FS, then the result of their votes would determine whether the plan is accepted or rejected. So, there is not an automatic process where a non-vote equals Yes. But if those minimum thresholds of voters and dollars claimed are achieved, then that subset of members will determine the results of the vote for everyone that has a valid claim. I hope this helps." - Mike Chapman

👉 "Mike Chapman thank you, I appreciate someone that knows what they are talking about." - Mike Simi

On Mon, Oct 31, 2022, 08:38 <ignatius@frontsight.com> wrote:

Thanks.

From: Terry Ratterree <tratterree@gmail.com>

Sent: Sunday, October 30, 2022 7:46 PM

To: ignatius@frontsight.com

Subject: Frank Van Landingham (Admin/Creator) posted this video. Watch "front sight lawsuit 10/30/2022" on YouTube

<https://youtu.be/fR-bL3JN4-U>

👉 "I'm #722." - Kevin Johnson

👉 "What a bunch of crap! I tried again and again to submit a claim and every time (probably more that 5 attempts all together, triple checking all the fields and attaching about 6 pdf documents every time) and every single time the claim refused to go through. So finally after all these attempts I decided to try it without submitting supporting documentation - that was the only change - and it worked! So you can only file an online claim if you don't attach any proof for your claims. I'm sure that's going to go really well - and of course the last time I speed through it so it had a typo and not as much detail!!! What an exercise in frustration!" - John Gregory

👉 "My login still shows all my certs and credits and all that so I've printed it, I should have some supporting payment emails and I will submit my claim as well." - Ben Tarpley (Group ambassador)

EXHIBIT C

Susan K. Seflin

From: Lydia Van Landingham <permanentconcreteproducts@yahoo.com>
Sent: Thursday, November 3, 2022 8:14 PM
To: Keith Greer; Jason.blumberg@usdoj.gov; ccarlyon@carlyoncica.com; CROBERTSON@CARLYONCICA.COM; nrodriguez@carlyoncica.com; USTPRegion17.lv.ecf@usdoj.gov; dcica@carlyoncica.com; nrodriguez@carlyoncica.com; CROBERTSON@CARLYONCICA.COM; dmcica@gmail.com; tosteen@carlyoncica.com; 3342887420@filings.docketbird.com; william@devine.legal; courtney@devine.legal; devinewr72773@notify.bestcase.com; tfell@fennemorelaw.com; clandis@fennemorelaw.com; courtfilings@fennemorelaw.com; philip@ersonlaw.com; Steven T. Gubner; ECF; rhernandez@wrightlegal.net; craig@wrightlegal.net; nvbkfiling@wrightlegal.net; hoguem@gtlaw.com; lvlitdoc@gtlaw.com; arrom@gtlaw.com; rosehilla@gtlaw.com; jkomorsky@bglaw.com; blarsen@shea.law; 3542839420@filings.docketbird.com; nlovelock@joneslovelick.com; ljanuskevicius@joneslovelock.com; edward.m.mcdonald@usdoj.gov; tosteen@carlyoncica.com; tosteen@carlyoncica.com; tosteen@carlyoncica.com; tpilatowicz@gtg.legal; bknotices@gtg.legal; saschwartz@nvfirm.com; ecf@nvfirm.com; schwartzsr45599@notify.bestcase.com; eanderson@nvfirm.com; samid@nvfirm.com; Susan K. Seflin; Brian.Jackiw@tuckerellis.com; brian@brianshapirolaw.com; kshapiro@brianshapirolaw.com; ecf@cases-cr.stretto-services.com; aw01@ecfbis.com; pacerpleadings@stretto.com; ustpregion17.lv.ecf@usdoj.gov
Subject: I am sharing 'Document (2)' with you
Attachments: Document (2).docx

CAUTION: This email originated from an external source.

One app for all your Word, Excel, PowerPoint and PDF needs. Get the Office app: <https://aka.ms/officeandroidshareinstall>

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Francis Christopher Van Landingham
Po 215
Exeter, California 93221
805-310-7277

permanentconcreteprod
ucts@yahoo.com

FrancisVanLandingham, IN PRO PER

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re:

Front Sight Management LLC,
Debtor.

) Case No.: 22-11824-abl
)
) Chapter 11
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) Hearing Date: November 18, 2022)
Hearing Time: 9:30 a.m.
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UNSECURED CREDITOR(S) FIRST OMNIBUS OBJECTION (1) REDUCING AND
ALLOWING CERTAIN MEMBER CLAIMS AND (2) DISALLOWING AND EXPUNGING
CERTAIN OTHER MEMBER CLAIMS

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1. Whereas Front Sight Management LLC, herein referred to as Debtor, sold memberships, and in most cases, multiple memberships and upgrades to members, herein referred to as Creditor(s), for the approved and the express purpose of being resold, making members legally recognized/approved and appointed De Facto Sales Agents for the Debtor. Debtor has not refunded to Creditor(s) any amounts paid for memberships by Creditor(s) to aforementioned De Facto Sales Agents for the Debtor. Unsecured Creditor(s) is/are identified as Class 6 member(s).

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2. Whereas Debtor represented said memberships to be of a stated value, most valued at a minimum of \$60000 per membership, based upon included certificates/vouchers and memberships that could

be sold/traded to the general public.

3. Whereas Debtor expressly dictated the terms and conditions of the sales of said memberships, by the De Facto Sales Agents for the Debtor including but not limited to where, when, and how 7 memberships could be advertised, and held them out as instruments of value, even assigning actual 8 cash value to these memberships.

4. Whereas Debtor also sold pre-paid training, as well as vouchers and certificates for training, also holding them out to be instruments of value, even assigning actual cash value to them.

5. Whereas Debtor sold many other instruments of fiat currency, to be redeemed, traded, resold, or 13 further negotiated for additional consideration at the time or in the future.

6. Whereas Debtor has acted in bad faith, unilaterally reneging, and attempting to nullify all material representations of memberships as well as membership benefits. 16

7. Whereas Debtor has illegally monitored the confidential conversations between affected

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members, and between members and counsel, and subsequently banning and deeming those as "Enemies of Front Sight". Banned members have been precluded from voting and/or Debtor has failed to notify Creditor(s) of any rights or option to vote or to file a claim with the Court.

8. Whereas Debtor has filed bankruptcy, in ex parte fashion, already having a DIP Lender/Stalking Horse bidder in place, replete with a cavalcade of emergency motions, and a compensation package worth \$7 million dollars.

9. Whereas DIP Lender/Stalking Horse bidder was created within 48 hours of Debtor filing bankruptcy, out of thin air.

10. Whereas there are 2 separate active criminal investigations underway (Nye County DA, and Nye County SO) and formal complaints filed with the Nevada Attorney General driven by over 200 sworn complaints.

11. Whereas Debtor enjoys the advantage of high-end solicitors, funded by the very people being cheated. As well the Debtor enjoys the advantage of the first strike, the advantage of an unsophisticated, victim base, and the advantage of a default mode that threatens to rubber stamp, and sanction fraud.

12. I, the undersigned and unsecured Creditor, as well as We, the unsecured Creditors ask the Court to err on the side of prudence, over expediency, to Appoint a Receiver to oversee the complexities

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of this matter.

13. Additionally we ask the Court to Appoint Counsel for Class 6 Creditors. Otherwise, Irreparable Harm will be caused to the Class 6 Creditors by the actions of Debtor.

14. As Debtor no longer demonstrates a viable business, and the DIP Lender/Stalking Horse bidder has stated that they "have their own personnel", there is no longer a sense of urgency. Therefore, we ask the Court to review this matter.

15. Thank you for your consideration.

Prepared and Submitted By:
FrancisChristopherVanLandingham, IN PRO PER

By: /s/ FCV

DATED: November 3, 2022

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CERTIFICATE OF SERVICE

I declare that I am over the age of 18 years and not a party to the within action. I am employed in the County of Solano and my business address is 7235 Shelton Lane, Vacaville,³ California, 95688.

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On November 3, 2022, I served the following document:

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UNSECURED CREDITOR(S) FIRST OMNIBUS OBJECTION (1) REDUCING AND ALLOWING CERTAIN MEMBER CLAIMS AND (2) DISALLOWING AND EXPUNGING CERTAIN OTHER MEMBER CLAIMS

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BY ELECTRONIC MAIL

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Those designated "[NEF]" on the Court docket were served with the Notice by the Court via 10 Electronic Mail, as follows:

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39 BRIAN D. SHAPIRO brian@brianshapirolaw.com, kshapiro@brianshapirolaw.com;
40 6855036420@filings.docketbird.com

41 STRETTO ecf@cases-cr.stretto-services.com, aw01@ecfcbis.com,
pacerpleadings@stretto.com

42 U.S. TRUSTEE - LV - 11 USTPRegion17.lv.ecf@usdoj.gov

43 JESSICA S. WELLINGTON jwellington@bg.law4

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I declare that I am not employed by any Party to this matter. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true

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and correct.

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Executed Nov 3, 2022, at Exeter, California. and Hills, California.

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/s/ Joshua P. Short

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JOSHUA P. SHORT

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