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GLENN ROBERTS
BY: Glenn Roberts, Creditor Claimant, Pro Se
86 SEVEN STARS ROAD
SPRING CITY, PA 19475

2023 JAN -3 P 12: 24

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

GLENN ROBERTS) UNITED STATES BANKRUPTCY
Claim No. 931-1) COURT
Claim Amount \$49,500.00) FOR THE DISTRICT OF NEVADA
)
Claimant) Case No. 22-11824-abl
)
vs.) Chapter 11
)
Front Sight Management, LLC) Hearing Date: January 9, 2023
c/o Jessica S. Wellington,) Hearing Time: 9:30 a.m.
BG Law LLP)
)
Debtor)
)

**CLAIMANT’S OBJECTION TO THE PROPOSED TREATMENT,
REDUCING AND ALLOWING CLAIMANT’S CLAIM**

I, Glenn Roberts, hereby declare as follows:

1. I am the lawful claimant who purchased memberships from Front Sight Management, LLC. At the time of purchase, no litigation was envisioned. Accordingly, some of the following statements are ‘to the best of my knowledge’ and are true and accurate to the best of my recollection.

2. My initial claim dated 24 October 2022 is hereby incorporated by reference.

3. To the best of my knowledge, purchases were in the early to mid-2000s (approximately 2002-2005, shortly after the acquisition of the Nevada site), and multiple, at least four (4), Ambassador Memberships were purchased, with the Debtor's promise of lifetime benefits and privileges, including unlimited free training courses, waiver of range fees, reduced fees for lodging and material purchases. The Ambassador Membership was one of the upper-tier memberships offered. It was valued by the debtor at close to \$10,000 as justified in my initial claim dated 24 October 2022.

4. Memberships were available for me to sell at a profit. In addition, and as part of the purchase packages, I was awarded several lower-tier memberships and many (close to 100, to the best of my knowledge) individual training class certificates.

5. My purchases were based on the multiple representations of the debtor. I specifically recall that the substantial discount on my memberships was based on my pre-construction purchase.

6. Contrary to the debtor's beliefs stated in their FIFTH OMNIBUS OBJECTION, page 2, lines 5-9, the claimant has received no service or benefits from the debtor.

7. Claimant believes that the debtor's offered settlement of \$395 is based on the amount of the claimant's purchases, at the time purchases were made, thereby presenting the debtor with an interest-free loan for a period of nearly 20 years.

8. Claimant reasserts the initial basis of the claim.


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9. If the honorable court awards a reduced judgment, the claimant requests a substantial percentage of the initial request of \$49,500.00. At a minimum, the honorable court should find that the amount of the claimant's initial investment would have doubled four times (based on the claimant's return on other investments during this period) during the duration of the said interest-free loan, to a value not less than \$6320.00.

10. I will neither be present nor represented in person at the hearing scheduled for January 9, 2023. I respectfully request that the court take action based on this submission.

I declare under the penalty of perjury of the laws of the United States of America the foregoing to be true and correct.

By:  28 Dec 2022
Glenn Roberts
Claimant, Pro Se

Submitted:

- 1) By email to JWellington@bg.law, Debtor's Attorney
- 2) By USPS: Jessica S. Wellington, BG Law LLP, 300 S. 4th Street, Suite 1550, Las Vegas, NV 89101
- 3) By USPS: United States Bankruptcy Court, Foley Federal Building 300 Las Vegas Boulevard South, Las Vegas, NV 89101-5833