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

Case No. 22-11824-abl

January 4, 2023

Honorable August Landis, Chief United States Bankruptcy Judge
Courtroom 1
300 Las Vegas Blvd. South
Las Vegas, NV 89101

Your Honor,

The purpose of this filing is to respond to the recently received document from the Province LLC attorneys received via email on January 3, 2023.

The claims made in the filing are erroneous as can be attested to by the “four pieces of paper” that I had provided when filing my original claim. Those “four pieces of paper” were in fact my Claim Form and Exhibits A, B and C.

In Section I of their filing, they state that no sufficient evidence for my claim was submitted however in Exhibit A we have the following statements by the Debtor, Dr. Piazza:

1. **“Front Sight is no longer going to actively and aggressively market the sale of our memberships.”**
 - a. Notice the reference to “our memberships”
2. **“When the potential new member enters their zipcode, the *first name and email* of the Front Sight member, who wants to participate in selling their "To Be Determined" memberships . . .”**
 - a. Notice the reference to “Front Sight Member . . . selling their . . . memberships . . .”
 - b. This is clearly a declaration by the Debtor acknowledging a member’s ownership of the memberships should he/she “participate” by accepting the Debtor’s offer.
3. **“ . . . the Front Sight member takes it from there by sharing their experience of attending Front Sight courses and offers the potential new member, one of their "To Be Determined" memberships for purchase at whatever price our member wants to sell the membership for and keeps all the money.”**
 - a. Again a member’s ownership is acknowledged by the receipt of all proceeds from the sale of “their To Be Determined memberships”

In Section I they erroneously state that, my Exhibit with the Receipt from Dr. Piazza, shows I only paid \$500 for the memberships. However, that particular Exhibit was proof of my “participation” in Dr. Piazza’s offer as stated in paragraph 2 above and nowhere implies otherwise.

In Section I of their filing, they attempt to refute the amount of my claim for being based upon the advertised prices on the Debtor’s website, and then they want to reduce my claim based upon the same Debtor’s books and records. So are we to trust the Debtor to be accurate in one area but not in another?

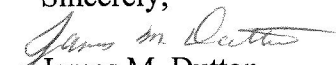
In Section II they reassert that the amount of the Claim is excessive, thus again implying the Debtor's website contains grossly inflated and inaccurate data. However they dismiss this as having "no bearing on the rejection of damages incurred by the claimant."

The assertion of the Province LLC attorneys is that the information provided by the Debtor on the Debtor's website is untrustworthy. In view of that fact, I submit that all information provided by the Debtor must be viewed as untrustworthy.

In Section II on pages 2 & 3, case examples are cited as applicable to this claim. However the cases cited clearly do not fully apply in this situation, as my claim is not based on or dealing with a personal membership fee, initiation fee or the proposed usage of a campground or facility but rather on a fraudulent agreement proposed by the Debtor as verified in my original claim and Exhibits.

I respectfully request that you overrule this Objection to my previous filing.

Sincerely,


James M. Dutton

CC: BG Law LLP 300 S. 4th Street Suite 1550, Las Vegas, NV 89101