

David Michael Hodges
Creditor/Claimant (Claim No. 357-1)
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U.S. BANKRUPTCY COURT
MARY A. SCHOTT, CLERK

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re:) Case No.: No. 22-11824-abl
)
) Chapter 11
Front Sight Management LLC,)
)
)
Debtor.)
)
)
) Hearing Date: April 13, 2023
) Hearing Time: 9:30 a.m.
)

CLAIMANT/CREDITOR DAVID MICHAEL HODGES RESPONSE TO:
NINTH OMNIBUS OBJECTION (1) REDUCING AND ALLOWING CERTAIN MEMBER CLAIMS AND (2)
DISALLOWING AND EXPUNGING CERTAIN OTHER MEMBER CLAIMS, dated 16 February 2023
(hereafter, 9TH-00)

AND
ORDER SUSTAINING NINTH OMNIBUS OBJECTION (1) REDUCING AND ALLOWING CERTAIN MEMBER
CLAIMS AND (2) DISALLOWING AND EXPUNGING CERTAIN OTHER MEMBER CLAIMS, attached to
prior as Exhibit 2, not dated and presumably pending completion of hearing
AND
NOTICE OF HEARING ON NINTH OMNIBUS OBJECTION (1) REDUCING AND ALLOWING CERTAIN MEMBER
CLAIMS AND (2) DISALLOWING AND EXPUNGING CERTAIN OTHER MEMBER CLAIMS, dated 16
February 2023
AND
DECLARATION OF AMANDA DEMBY SWIFT IN SUPPORT OF NINTH OMNIBUS OBJECTION (1) REDUCING
AND ALLOWING CERTAIN MEMBER CLAIMS AND (2) DISALLOWING AND EXPUNGING CERTAIN OTHER
MEMBER CLAIMS, dated 14 February 2023

In agreement with the documentation I submitted with my original claim, which
see, I grant that \$199 is the amount I actually paid to Front Sight to purchase my
life membership and full set of good-for-life benefits (some of which the above
documents call "rewards"). I am not writing to challenge this fact or suggest that I
paid more. I simply wish to make note of a couple things that the Court may care to
take into account.

First, I would note that the Liquidating Trustee's belief that "most, if not
all, of the Claimants received services from the Debtor at least equal [in value] to

1 what was paid" is certainly incorrect in my case. I was not able to make use of Front
2 Sight's training prior to its closure. If the company maintains records of class
3 attendance, staff should be able to confirm this. I purchased lifetime access to
4 benefits I planned to use in the future. Now I will get no value from that purchase.
5 Though I would be quite happy with a full refund of my \$199, my understanding is that
6 a general unsecured claim for that amount does not guarantee that I will get that
7 amount, or even a significant share of that amount, depending on how much has been set
8 aside for such claims. If the Court is able to take the fact that I will be getting
9 nothing for my money into account when disbursing available funds, I hope it will do
10 so.

11 Second, the Liquidating Trustee maintains that quantifiable Front Sight
12 membership benefits, which the Trustee calls "rewards," should be construed to
13 "currently have no value" because they "had no value outside of the Debtor's business"
14 (9TH-00, page 5). But these "rewards" are part of the calculus used by buyers like
15 myself when deciding if Front Sight membership was of sufficient value to justify its
16 price. I paid \$199 for a specific set of promised good-for-life benefits. I gave up
17 use of this money for other purpose in exchange for these future benefits. When one
18 spends money in the present for a future return, one *always* expects a return larger
19 than what one paid. This is the only reason anyone pays for any benefit he will not
20 receive right away. If banks could not enforceably collect more than just the amount
21 they loaned to someone, no bank would ever loan money to anyone. Saying I may only
22 claim the \$199 actually paid is like saying a lender may only claim the principle owed
23 on a loan, not the accrued interest a borrower promised to pay. Though I will be happy
24 if I just get my \$199 back (even though inflation has made it worth less), limiting my
25 claim to this amount does seem unfair. Is the time I lost use of this money, while
26 dollars declined in value, worth nothing?

27 Obviously, I am not an attorney and am not trying to make any fine legal points
28 in this response. Rather, I am providing some observations that the Court may choose

1 to take into account when exercising whatever discretion it is permitted to exercise
2 given applicable laws.

3 I thank the Court for its time and consideration.

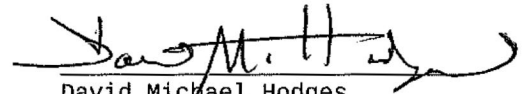
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Dated this 23rd day of February, 2023

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