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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:  
  
FRONT SIGHT MANAGEMENT LLC,  
  
Debtor.

Case No. 22-11824-abl

Chapter 11

**Hearing Date:** January 9, 2023  
**Hearing Time:** 9:30 a.m.

**DECLARATION OF ROBERT L. LEHANE, ESQ. IN SUPPORT OF  
FINAL FEE APPLICATION OF KELLEY DRYE & WARREN LLP  
FOR COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT  
OF EXPENSES INCURRED AS COUNSEL TO THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS OF FRONT SIGHT MANAGEMENT LLC FOR  
THE PERIOD OF JUNE 13, 2022 THROUGH AND INCLUDING DECEMBER 2, 2022**

I, Robert L. LeHane, Esq., hereby declare that the following statements are true and correct to the best of my knowledge after due inquiry as described herein:

1. I am a member of the law firm of Kelley Drye & Warren LLP (“Kelley Drye”), which maintains offices at 3 World Trade Center, 175 Greenwich Street, New York, New York 10007. I am an attorney admitted to practice law in New York and New Jersey. Kelley Drye is counsel to the Official Committee of Unsecured Creditors (the “Committee”) of Front Sight Management LLC (the “Debtor”). I am familiar with Kelley Drye’s work and billing practices, of relevant documents, and information supplied to me by other attorneys and employees

1 of the firm. If called upon to testify as to the content of this declaration, I could and would  
2 competently do so under penalty of perjury.

3 2. I make this declaration in support of the *Final Fee Application of Kelley*  
4 *Drye & Warren LLP for Compensation for Services Rendered and Reimbursement of Expenses*  
5 *Incurred as Counsel to the Official Committee of Unsecured Creditors of Front Sight Management*  
6 *LLC for the Period from June 13, 2022 Through and Including December 2, 2022* (the  
7 “Application”).

8 3. The Application has been prepared in accordance with the United States  
9 Trustee’s *Guidelines for Reviewing Applications for Compensation and Reimbursement of*  
10 *Expenses Filed Under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases* (the “U.S. Trustee  
11 Guidelines”), as well as in accordance with Rule 2016 of the Federal Rules of Bankruptcy  
12 Procedure.

13 4. I have personally reviewed the information contained in the Application,  
14 and the same is true and correct to the best of my knowledge, information and belief.

15 5. I have personally reviewed the bills in this matter, and in my opinion, the  
16 charges for legal services and the expenses for which reimbursement are requested represent the  
17 actual reasonable fees and charges incurred by my firm in its representation of the Committee.

18 6. The Application is Kelley Drye’s final application for allowance of  
19 compensation and reimbursement of expenses in the Debtor’s chapter 11 case. The Application  
20 covers the period from June 13, 2022 through December 2, 2022 (the “Final Period”).

21 7. Pursuant to the Application, Kelley Drye requests final allowance of  
22 compensation in the amount of \$933,736.50<sup>1</sup> and reimbursement of expenses incurred in the  
23 amount of \$5,323.57 for a total of \$939,060.07 in connection with services provided to the  
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25  
26 <sup>1</sup> This amount includes an estimated \$10,000 in additional fees and expenses incurred after December 2, 2022  
27 in connection with (i) preparing this Application; and (ii) responding to objections to this Application, if any;  
28 and (iii) attending the hearing thereon. Kelley Drye reserves the right to seek additional fees or expenses  
incurred during the time period indicated above if not included herein: (i) in preparing this Application and  
reviewing the final fee applications of other professionals; (ii) responding to objections to this Application,  
if any; and (iii) attending any hearings thereon.

1 Committee during the Final Period. During the Final Period, Kelley Drye’s attorneys and  
2 paraprofessionals expended a total of 1,140.7 hours, for which compensation is sought.

3 8. All services for which compensation is requested by Kelley Drye were  
4 performed for or on behalf of the Committee, and not on behalf of the Debtor or other persons.  
5 There is no agreement or understanding between Kelley Drye and any other person, other than  
6 members of the firm, for the sharing of compensation to be received in this case.

7 9. I submit that Kelley Drye’s blended rate during the Final Period is  
8 consistent with Kelley Drye’s overall firm blended rate in non-bankruptcy matters. The  
9 differences within specific categories of timekeepers result from several factors. First, the UST  
10 Guidelines require disclosure of blended rates for all timekeepers in non-bankruptcy matters.  
11 Comparing the blended hourly rates to non-bankruptcy matters fails to take into account the  
12 demands of a chapter 11 case, as opposed to other more routine retentions, as well as alternative  
13 fee structures such as flat fee arrangements or capped fees.

14 10. Second, Kelley Drye’s bankruptcy group differs from the general  
15 composition of Kelley Drye as a whole in that Kelley Drye’s bankruptcy group has proportionately  
16 less junior attorneys given the nature of the matters handled by Kelley Drye’s bankruptcy practice.  
17 As a creditor-oriented practice, Kelley Drye’s bankruptcy group generally has more senior,  
18 experienced attorneys to effectively address the demands of a chapter 11 bankruptcy case and  
19 efficiently meet the needs of our clients. The composition of Kelley Drye’s bankruptcy group  
20 could not mirror the general composition of timekeepers across the firm without utilizing non-  
21 bankruptcy lawyers to perform bankruptcy-specific tasks. Doing so would lead to significant  
22 inefficiencies that would ultimately result in substantially increased fees.

23 11. Third, any differences within individualized categories of timekeepers stem  
24 from the realities of staffing a complex chapter 11 case such as this one, as opposed to a general  
25 cross-section of staffing in all matters within the firm.

26 12. In accordance with the factors enumerated in section 330 of the Bankruptcy  
27 Code, the amount requested is fair and reasonable given (i) the complexity of this case; (ii) the  
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1 time expended; (iii) the nature and extent of the services rendered; (iv) the value of such services;  
2 and (v) the costs of comparable services other than in a case under this title.

3 13. Kelley Drye's out of pocket disbursements during the Final Period total  
4 \$5,323.57. These disbursements and expenses are broken down into categories of charges and are  
5 included on Exhibit 7 to the Application. Kelley Drye submits that the expenses it has incurred  
6 in rendering legal services to the Committee during the Final Period are reasonable and necessary  
7 under the circumstances, and that the reimbursement to Kelley Drye for such expenses is  
8 appropriate and should be allowed.

9 14. Following the preparation of the Application, but in advance of filing it, I  
10 circulated a draft of the Application to each of the former members of the Committee for their  
11 review and comment. None of the former members raised any objection to the Application or the  
12 fees and expenses requested therein.

13 15. In accordance with and in response to the request for additional  
14 information set forth in the UST Guidelines, Kelley Drye responds to the questions identified  
15 therein as follows:  
16

- 17 (a) Kelley Drye did not agree to any variations from, or alternatives to,  
18 Kelley Drye's customary billing arrangements for this engagement.
- 19 (b) None of Kelley Drye's professionals included in this engagement varied  
20 their rate based on the geographic location of this case.
- 21 (c) The Application includes approximately 2.8 hours, which accounts for  
22 approximately \$2,520.00, for reviewing or revising time records or  
preparing, reviewing or revising invoices.
- 23 (d) The Application does not includes time for reviewing invoices for  
redaction of privileged or confidential information.
- 24 (e) The Application does not include any rate increases since Kelley Drye's  
25 retention.  
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I declare under penalty of perjury of the laws of the United States that these facts are true to the best of my knowledge and belief.

Respectfully Submitted this 12th day of December 2022.

*/s/ Robert L. LeHane, Esq.*  
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ROBERT L. LEHANE, ESQ.