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GERARD W. WIEKING
CLERK
U.S. DISTRICT COURT
NO. DIST. OF CA. S.J.

June 6, 2009

The Honorable James Ware
United States District Court
280 South First St.
San Jose, CA 95113

Re: James et. al. v. Piazza et. al., Case No. C-05-04532 JW

Dear Judge Ware:

I am a Front Sight platinum member with a \$200,000 investment in Front Sight who was banished from the facility for participating in this class action. I was very pleased to receive Document 179, the sua sponte Order Appointing Receiver for Front Sight. Finally, it appeared that our Judgement may be enforced.

Naturally, I was shocked to read the Document 185 which terminated the receiver and Document 187 which provided that "any future disputes arising out of the parties' settlement agreement shall be resolved either through private dispute resolution or through initiation of an independent legal action". After the thoughtfulness that went into the appointment of a receiver, it appears that the class members are being abandoned to arbitration and business as usual: Defendants and others get profits, the class members get empty promises.

Clearly, the defendants did not want a receiver. I also could understand why class counsel would not want a receiver. What I could not understand is why the lead plaintiffs would agree to terminate the receiver. Prior to the Memorial Day weekend, I called lead plaintiffs Stacy James and William Haag and both told me that a deal was negotiated whereby Defendants would pay into the settlement a substantial sum promptly, another substantial sum in early July, and \$75,000 per month thereafter. I believe I was told that the July payment is to be paid on a date **after** the final settlement approval hearing on July 6, 2009.

Since the defendants have rarely, if ever, honored their payment promises, the key element in this deal, as both lead plaintiffs explained, is that if any payments were not made as scheduled, the receiver would retake control of Front Sight. However, both said they were unaware of Document 187 and particularly the provision for arbitration quoted above. I told them that their understanding of the deal appeared inconsistent

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with the Court's orders which seemed to me to be a return to business as usual. I explained that I felt this Court originally decided "I can and will try fix these problems once and for all" by appointing a receiver. However, with the "parties" new "settlement" that essentially said "We want Piazza back", the Court appeared to have decided: "Fine, they want him, they can have him. We are done".

Class members are essentially ignorant helpless sheep without access to the secret/sealed negotiations or even a means of contacting each other. We surrender our legal rights and become completely dependent upon the lead plaintiffs, class counsel, special master and, ultimately, the Court for our protection.

During the last week in May, multiple calls to both lead plaintiffs went unanswered except for an e-mail on June 1st. from Stacy James which told me he would discuss the matter with class counsel and let me know in "a couple of weeks". It appears that a lot has happened to our case in the last couple of weeks, and a lot more is going to happen in the next couple of weeks. If my limited information analysis of the situation is correct, the only real chance the class members have of seeing our judgment enforced to any substantial degree lies with the Court and receiver, not continual arbitration which appears to be essentially business as usual.

The Order Appointing Receiver clearly demonstrated that you and Special Master Fisher understand what is going on and what is needed to correct it, including tracking the estimated \$10,000,000 collected by Front Sight since the Judgement was entered. Please do not give up on us, regardless of what the "parties" tell you. For justice to prevail, please follow through with your plans. The real parties in interest really need your help.

Sincerely,



Erik R. Johnson

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