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9 **UNITED STATES BANKRUPTCY COURT**

10 **DISTRICT OF NEVADA**

11 In re

12 Front Sight Management LLC,

13 Front Sight Management LLC, a Nevada Limited
 14 Liability Company,

15 Plaintiff,

16 v.

17 Las Vegas Development Fund LLC, a Nevada
 18 limited liability company, et al.,

19 Defendants.

20 And all related counterclaims.
 21

Case No. 22-11824-abl

Chapter 11

Adv. No. 22-01116-abl

Hearing Date: September 1, 2022

Hearing Time: 9:30 a.m.

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 25 **DEBTOR’S REPLY TO SHAPIRO’S OPPOSITION TO AMENDED MOTION FOR ENTRY**
 26 **OF AN ORDER CONFIRMING TERMINATING SANCTIONS ORDER IS VOID AS A**
 27 **VIOLATION OF THE AUTOMATIC STAY OR, IN THE ALTERNATIVE, MOTION FOR**
 28 **RELIEF FROM ORDER PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 60(b)**

1 Front Sight Management LLC, the chapter 11 debtor in possession and plaintiff herein (the
2 “Debtor”), hereby submits its reply (the “Reply”) to the opposition [Adv. ECF No. 93] (the
3 “Opposition”) filed by the Law Office of Brian D. Shapiro (“Shapiro”) to the Debtor’s *Amended*
4 *Motion for Entry of an Order Confirming Terminating Sanctions Order is Void as a Violation of the*
5 *Automatic Stay or, in the Alternative, Motion for Relief from Order Pursuant to Federal Rule of*
6 *Civil Procedure 60(b)* [Adv. ECF No. 51] (the “Motion”). In support of the Reply, the Debtor
7 respectfully represents as follows:

8 I. INTRODUCTION

9 In the Opposition, Shapiro argues that there is no set of facts that would support a good faith
10 argument that Shapiro violated the automatic stay. Opposition, 6:2-3. Specifically, Shapiro argues
11 that his actions could not have violated the automatic stay because he (i) is bankruptcy counsel and
12 not state court counsel; (ii) was not present at the hearing on the Terminating Sanctions Motion;¹ and
13 (iii) did not submit the Terminating Sanctions Order. Opposition, 6:3-8. The premise of Shapiro’s
14 opposition—that only the instigator of the stay violation can be found to have violated the automatic
15 stay—is knowingly flawed. Case law is clear (and Shapiro is well aware of the uniform case
16 authority thereon)² that counsel that fails to remedy an ongoing stay violation is equally culpable.
17 Critically, Shapiro has failed to take any action to undo his client’s ongoing stay violation nor
18 addressed any of the case authority setting forth his continuing obligation to do so. *Id.* Shapiro was
19 apparently retained prepetition by LVDF, is bankruptcy counsel for LVDF in the Debtor’s
20 bankruptcy case, has appeared in this Court on LVDF’s behalf since shortly after the petition date,
21 and was notified by the Debtor no later than May 31, 2022, of the stay violation [See, Exhibit 7 to
22 Adv. ECF No. 44, which is a letter to Shapiro et al regarding the stay violation]. Yet, Shapiro has
23 taken no steps to undo LVDF’s stay violation and simply dismisses in his Opposition without any
24 analysis the very existence of the stay violation.

25 _____
26 ¹ All initial capitalized terms used herein but not otherwise defined shall have the same meaning
ascribed to them in the Motion.

27 ² See **Exhibit 1** to the Declaration of Steven T. Gubner filed concurrently herewith (the “Gubner
28 Decl.”), which is correspondence from counsel for the Debtor to Mr. Shapiro setting forth such case
law.

1 Rather, and in further of the stay violation, Shapiro has facilitated LVDF's continuing stay
2 violations by submitting misleading pleadings in this Court attempting to re-cast LVDF's
3 counterclaims as not property of the estate and by defending LVDF's willful stay violation. *See, e.g.*
4 *Adv. ECF No. 76 (Reply in Support of Motion to Remand)*, at Section B. "Failure to act constitutes
5 a willful violation of § 362(a)." *Matter of Clemmons*, 107 B.R. 488, 490 (Bankr. D. Del. 1989). *See*
6 *also In re Copeland*, 441 B.R. 352, 360 (Bankr. W.D. Wash. 2010) (failing to take reasonable steps
7 to remedy an action that violates the stay is a continuing stay violation). As discussed below, there
8 is ample case law supporting the Debtor's position that Shapiro's failure to redress his client's stay
9 violation constitutes a willful violation of the automatic stay notwithstanding Shapiro's position that
10 he was not the instigator. Accordingly, the Debtor respectfully requests the Court grant the Motion
11 and enter an order finding that Shapiro willfully violated the automatic stay.

12 **II. THE EXISTENCE OF A STAY VIOLATION IS NOT SUBJECT TO REASONABLE** 13 **DISPUTE**

14 In his Opposition, Shapiro does not address substantively whether the Terminating Sanctions
15 Motion and Terminating Sanctions Order constitute a violation of the automatic stay in the first
16 instance. The sum and substance of Shapiro's analysis of the Terminating Sanctions Motion and
17 Terminating Sanctions Order is simply a citation to correspondence that states that "LVDF does not
18 concede that the automatic stay applies to all claim and counterclaims asserted in the State Court
19 Case." *Adv. ECF No. 93*, at 7:13. The Debtor submits that, once the matter is framed correctly by
20 review of LVDF's operative counterclaims on which the Terminating Sanctions Motion and
21 Terminating Sanctions Order were based, it is clear that not only did LVDF violate the automatic
22 stay but that Shapiro's ongoing failure to remedy this violation is, itself, actionable.

23 As set forth in great detail in the Debtor's moving papers (and not repeated here) [*Adv. ECF*
24 *No. 51*, at ¶¶ 14-17, and Section IV.A], all of LVDF's claims are either property of the estate or, in
25 the case of the fraud claim, necessarily required adjudication as to whether the Debtor committed
26 fraud and implicated issues of alter ego (which is an estate claim). The crux of LVDF's
27 counterclaims are (i) that the Debtor (not any of the individual defendants in their individual
28

1 capacity) entered into a purported sham loan with Morales, and (ii) that the individual defendants
2 purportedly looted the Debtor.

3 In order to succeed on the fraud claim, LVDF necessarily would have to demonstrate that the
4 Debtor committed fraud, as the alleged fraud of Mr. Piazza was not alleged in his individual capacity
5 but as an agent of the Debtor and/or in his capacity as the Debtor's alter ego. LVDF does not
6 explain how it could obtain a fraud judgment against Mr. Piazza (who they claim was in privity with
7 the Debtor) that would not implicate malfeasance by the Debtor through one of its agents or,
8 alternatively, how it would have standing to prosecute claims based upon an alter ego theory. *See*
9 *Henderson v. Buchanan* (In re Western World Funding, Inc.), 52 B.R. 743, 784 (Bankr. D. Nev.
10 1985). In other words, LVDF has not actually alleged that Mr. Piazza committed any fraud on his
11 own behalf; rather, the fraud claim alleges that the Debtor committed fraud through its agents.
12 Clearly, that claim against the Debtor (and, derivatively, its agents acting on its behalf) is subject to
13 the automatic stay.

14 The application of the automatic stay to all of the other claims is even more obvious. Despite
15 LVDF's attempt to recast these claims, all have as their gravamen the allegation that the individuals
16 siphoned money from the Debtor for their own benefit. They are all disguised fraudulent transfer
17 claims. "Where the injury alleged is primarily to the corporation, and is injury to the plaintiff
18 creditor only insofar as it decreases the assets of the corporation to which he must look for
19 satisfaction of his debt, then the suit is for a tort suffered by the corporation, and properly brought by
20 the trustee." *AgriBioTech, Inc.*, 319 B.R. 216, 220-21 (D. Nev. 2004) (quoting *In re Western World*
21 *Funding, Inc.*, 52 B.R. 743, 775 (Bankr. D.Nev. 1985)).

22 To be clear, the Debtor does not seek to recast LVDF's claims for relief but merely to quote
23 them as pled by LVDF. Specifically, as to the third, fourth, fifth, sixth, and seventh causes of action
24 in the Counterclaim (Exhibit 4), LVDF alleges, in relevant part, as follows:

25 92. Dr. Piazza, Jennifer Piazza, and the Trust Defendants induced the Debtor "to
26 improperly use funds for the personal benefit of Counter Defendants Ignatius Piazza,
Jennifer Piazza, and VNV Trust Defendants." (Counterclaim, ¶ 92);

27 98. The Debtor, Dr. Piazza, and Jennifer Piazza misappropriated the loan
28 proceeds and spent the monies "for purposes other than that for which it was
intended." (Counterclaim, ¶ 98);

1 103. Dr. Piazza and Jennifer Piazza conspired with the Debtor and the Trust
 2 Defendants, “using Front Sight and VNV Trust Defendants to achieve their unlawful
 3 objective of diverting monies from Front Sight that were needed to maintain Front
 4 Sight’s solvency and its ability to meet its obligations under the CLA regarding
 timely completion of the Project and repayment of the loan, for their own individual
 advantage and benefit.” (Counterclaim, ¶ 103).

5 107. “Based on Counter Defendants’ conduct and inequitable result of allowing the
 6 transferred funds to remain in control of Counter Defendants, a constructive trust
 7 should be placed on all monies transferred from Front Sight to the VNV Trust
 Defendants.” (Counterclaim, ¶ 107);

8 113. The Debtor has breached the deed of trust in favor of LVDF by, among other
 9 things, “improper use of loan proceeds; . . . diverting Front Sight assets out of Front
 Sight for the benefit of the individual Counter Defendants. . . .”

10 120. The Debtor, Dr. Piazza, and the Trust Defendants committed corporate waste
 11 by “improperly using funds earmarked for development of the Property for the
 12 personal benefit of Counter Defendants Ignatius Piazza, Jennifer Piazza, and the
 13 VNV Trust Defendants; selling unregistered securities which create substantial legal
 14 and financial liability to Front Sight, misappropriating Front Sight’s assets for the
 15 personal benefit of Ignatius and Jennifer Piazza and other beneficiaries of the VNV
 Trust Defendants, and selling various instruments which include rights to Front
 Sight’s resort property for highly reduced rates which further encumbers the
 Property.”

16 Request for Judicial Notice [Adv. ECF No. 45], at Exhibit 4 (attaching Defendants’ Answer to
 17 Plaintiff’s Second Amended Complaint; and First Amended Counterclaim (the “Counterclaim”)).

18 The Debtor will not belabor the point, save to note that all of LVDF’s claims belong to the
 19 bankruptcy estate post-petition or are derivative of claims against the Debtor and are therefore stayed
 20 as a result of the Debtor’s bankruptcy filing. Shapiro and LVDF’s attempt to recast their pleading as
 21 something it is not is simply belied by the allegations contained therein.

22 **III. SHAPIRO WILLFULLY VIOLATED THE AUTOMATIC STAY**

23 It is undisputed that Shapiro (i) was retained by LVDF pre-petition in connection with this
 24 matter, (ii) has been LVDF’s bankruptcy counsel in this matter since the petition date, and (iii) has
 25 failed to take any actions to remedy his client’s stay violation since being put on notice of the stay
 26 violation. Failure to act to undo a stay violation is a willful stay violation. The facts in this case are
 27 analogous to the facts in *In re Harrison*, 599 B.R. 173 (Bankr. N.D. Fla. 2019). In *Harrison*, the
 28 debtor had previously filed two bankruptcy cases, which were dismissed. *Id.* at 177-78. On the eve

1 of foreclosure of her residence, the debtor filed a third bankruptcy petition and a motion to extend
2 the automatic stay. *Id.* The debtor advised the creditor and its state court counsel of her filing and
3 advised them of the automatic stay. *Id.* at 178. However, the state court counsel mistakenly
4 believed that the automatic stay was not in place because of the debtor's two prior bankruptcy cases
5 and convinced the clerk of court to proceed with the foreclosure sale notwithstanding the bankruptcy
6 filing. *Id.* at 179.

7 Within four days of the foreclosure, the debtor contacted the creditor's *bankruptcy counsel*
8 and advised them of the violation of the automatic stay. *Id.* at 181. Bankruptcy counsel made its
9 first appearance in debtor's case eleven days after the case was filed. *Id.* at 184. Bankruptcy
10 counsel, although they were advised of the stay violation, took no action to vacate the foreclosure
11 sale. *Id.* at 185. The *Harrison* court found that *bankruptcy counsel* (not state court counsel) violated
12 the automatic stay, reasoning:

13 **Violations of the automatic stay become willful when counsel, upon learning of**
14 **the bankruptcy filing, fails to act to undo the stay violation.** In *In re Taylor*, a
15 creditor's attorney caused a default final judgment to be entered against the debtor
16 post-petition in violation of the automatic stay. The debtor's bankruptcy lawyer wrote
17 and called the creditor's lawyer to request that he move to vacate the default
18 judgment; he refused. In awarding attorneys' fees as a sanction against the creditor's
19 lawyer, the bankruptcy court stated: **"If one is enjoined from continuing an action**
20 **then a person is required to take steps to discontinue such action."**

21 Like the attorney in *Taylor*, Deltona's **bankruptcy counsel had an affirmative duty**
22 **to restore the pre-petition status quo by taking immediate action to undo the**
23 **foreclosure sale.** Rather than do so, Deltona's bankruptcy counsel facilitated
24 Deltona's continuing stay violations with false and misleading representations. Even
25 after Debtor brought the numerous stay violations to the Court's attention, neither
26 Deltona nor its bankruptcy counsel showed remorse or made any real attempt to
27 rectify the situation. This Court has ample evidence on which to find that Deltona's
28 bankruptcy counsel's stay violations were willful, and that under the provisions of 11
U.S.C. § 362(k), Debtor is entitled to an award of damages against them.

Id. (emphasis added).

As explained in *Harrison*, a willful stay violation occurs not only by the instigating action
but when, as here, counsel learns of the bankruptcy filing and fails to act to undo the stay violation.
Like the bankruptcy counsel in *Harrison*, Shapiro has failed to act to undo the stay violation and to
restore the pre-petition status quo. Despite the Debtor's multiple written requests [Adv. ECF No. 44,

1 Exhibits 7 and 9] and verbal requests for Shapiro to remedy LVDF's stay violation, Shapiro has
2 failed to cure the stay violations. While representing LVDF in this matter, Shapiro repeatedly
3 defended LVDF's actions to Debtor's counsel, allowed LVDF to proceed with the hearing on the
4 Terminating Sanctions Motion and to obtain entry of the Terminating Sanctions Order. Like in
5 *Harrison*, the Debtor's counsel advised Shapiro of the stay violation within days of the Debtor's
6 bankruptcy filing and requested that Shapiro act to undo the stay violation. Adv. ECF No. 44,
7 Exhibits 7 and 9. Rather than acting to undo the stay violation, Shapiro facilitated LVDF's
8 continuing stay violations by allowing LVDF to obtain entry of the Terminating Sanctions Order.
9 As LVDF's bankruptcy counsel, Shapiro had an affirmative obligation to advise LVDF and its state
10 court counsel not to proceed with the hearing on the Terminating Sanctions Motion and with entry of
11 the Terminating Sanctions Order. If LVDF chose to ignore Shapiro's advice, Shapiro should have
12 withdrawn as counsel in this matter. This affirmative obligation is also mandated by Rule 1.13(b) of
13 the Nevada Rules of Professional Conduct.

14 Instead, Shapiro has taken no action to vacate the Terminating Sanctions Order despite the
15 Debtor's repeated requests that he do so. Shapiro has even defended LVDF's actions and facilitated
16 LVDF's continuing stay violations by filing misleading pleadings in this Court attempting to re-cast
17 LVDF's counterclaims to make them seem as though they are not property of the Debtor's
18 bankruptcy estate and to make it appear as though LVDF did not violate the automatic stay. As
19 explained to Shapiro in the Debtor's written requests [Adv. ECF No. 44, Exhibit 7 and 9], and in
20 numerous pleadings filed in this bankruptcy case, the counterclaims are property of the estate. Even
21 if Shapiro and LVDF sincerely believe that the claims are not property of the estate, their obligation
22 was to bring a motion in the bankruptcy court confirming such belief prior to proceeding. *In re*
23 *Achterberg*, 573 B.R. 819, 830 (Bankr. E.D. Cal. 2017) ("When a creditor has notice of a bankruptcy
24 case, it is the creditor's burden to determine the extent of the automatic stay and seek such relief as is
25 appropriate."). Neither Shapiro nor LVDF did so. "Not even a good faith mistake of law or a
26 legitimate dispute as to legal rights relieve a willful violator of the consequences of his act."
27 *Ramirez v. Fuselier (In re Ramirez)*, 183 B.R. 583, 589 (9th Cir. BAP 1995) (quotation omitted).

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1 As further explained in *Harrison*, Shapiro had an affirmative duty to restore the prepetition
2 status quo by taking immediate action to undo the Terminating Sanctions Order. Yet, Shapiro has
3 failed to do so. Like the bankruptcy counsel in *Harrison*, Shapiro is not insulated from liability
4 because he didn't personally appear in the State Court Action or personally seek entry of the
5 Terminating Sanctions Order. Prior to entry of the Terminating Sanctions Order, Shapiro appeared
6 in the Debtor's bankruptcy case as counsel for LVDF, he was aware of the automatic stay, and he
7 was aware of the Debtor's contention that the hearing on the Terminating Sanctions Motion violated
8 the automatic stay and the Debtor's contention that all of LVDF's counterclaims are property of the
9 estate. Despite this actual knowledge, Shapiro has done nothing to remedy the stay violation and
10 even allowed his client to obtain entry of the Terminating Sanctions Order a month after the Debtor
11 commenced its chapter 11 case.

12 Shapiro's failure to act to undo the stay violation is a willful violation of the automatic stay
13 and his failure to act has facilitated LVDF's continuing violations of the stay and caused the estate
14 extensive harm, cost and delay. "It is not for the debtor, debtor-in-possession, Chapter 7 trustee, or
15 Chapter 11 trustee to chase the creditor and correct the continuing violation and force the creditor to
16 begrudgingly comply with federal law." *Achterberg*, 573 B.R. at 831. "**The responsibility is
17 placed on the creditor to address the continuing violation of the automatic stay because to
18 place the burden on the debtor to undo the violation 'would subject the debtor to the financial
19 pressures the automatic stay was designed to temporarily abate.'**" *Id.* (quoting *In re Johnston*,
20 321 B.R. 262, 283 (D. Ariz. 2005) (citation omitted) (emphasis added)).

21 There are numerous authorities in the Ninth Circuit supporting the position that a creditor and
22 *its counsel* must "take affirmative action to terminate or undo any action that violates the automatic
23 stay." *Johnston*, 321 B.R. at 283 (finding creditor and its counsel willfully violated the automatic
24 stay by taking no affirmative action to vacate or stay a state court order entered in violation of the
25 stay). *See also e.g., In re Dyer*, 322 F.3d 1178, 1192 (9th Cir. 2003) (holding that when a creditor
26 has knowledge of a violation of the automatic stay, that creditor has an affirmative duty
27 to undo the violation); *Eskanos & Adler, P.C. v. Leetien*, 309 F.3d 1210, 1215 (9th Cir. 2002)
28 (same); *In re H Granados Commc'ns, Inc.*, 503 B.R. 726, 737 (9th Cir. BAP 2013) (explaining that

1 once a creditor and its counsel are aware of a debtor's bankruptcy, the onus is on the creditor to cease
2 all efforts related to the debtor in its pending state-court action without further order from the
3 bankruptcy court and to remedy the impact of existing stay violations); *Achterberg*, 573 B.R. at 831
4 (“A party who takes an action in violation of the stay not only has an obligation to cease the
5 continuing violation, but also has an affirmative duty to remedy the violation.”); *In re Gray*, 567
6 B.R. 841, 846 (Bankr. W.D. Wash. 2017) (“Failure to take affirmative action to stay or vacate a state
7 court order, entered without knowledge of the stay or even without the request of the creditor, can be
8 a willful violation of the stay.”); *Copeland*, 441 B.R. at 360 (failing to take reasonable steps to
9 remedy an action that violates the stay is a continuing stay violation).

10 Further, the well-established Ninth Circuit precedent is consistent with other jurisdictions.
11 *See e.g., Patton v. Shade*, 263 B.R. 861, 865 (C.D. Ill. 2001) (“A creditor who violates automatic
12 stay has an affirmative duty to undo the offending acts, even if he had no actual notice of the
13 bankruptcy at the time the acts were performed.”); *In re Skinner*, 90 B.R. 470, 480 (D. Utah 1988)
14 (“Once a creditor has been informed of a violation of the stay, the creditor has an obligation to
15 restore the status quo and undo his post-petition collection actions.”); *In re McCall–Pruitt*, 281 B.R.
16 910, 911–912 (Bankr. E.D. Mich. 2002) (stating that creditors have an affirmative duty under § 362
17 to reverse any action taken in violation of the stay); *Matter of Clemmons*, 107 B.R. at 490 (“Failure
18 to act constitutes a willful violation of § 362(a).”).

19 Contrary to the assertions in the Opposition, the Motion sets forth a good faith argument that
20 Shapiro violated the automatic stay and such allegation is well supported by case law. The Motion is
21 not frivolous. While the Debtor is sympathetic to Shapiro’s situation as he is a panel trustee, it is
22 Shapiro’s own actions and inactions that lead to the Motion.

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1 **IV. CONCLUSION**

2 Based on the foregoing, the Debtor respectfully requests that the Court grant the Motion and
3 enter an order finding that Shapiro willfully violated the automatic stay.

4 DATED: August 25, 2022

BG Law LLP

5 By: /s/ Jason B. Komorsky

6 Jason B. Komorsky

7 Attorneys for Chapter 11 Debtor and Plaintiff

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CERTIFICATE OF SERVICE

On **August 25, 2022**, I, Jessica Studley, served the following document(s) on the below referenced persons and/or entities via the Courts CM/ECF List.

- DEBTOR’S REPLY TO SHAPIRO’S OPPOSITION TO AMENDED MOTION FOR ENTRY OF AN ORDER CONFIRMING TERMINATING SANCTIONS ORDER IS VOID AS A VIOLATION OF THE AUTOMATIC STAY OR, IN THE ALTERNATIVE, MOTION FOR RELIEF FROM ORDER PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 60(b)

The Court’s CM/ECF List:

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Under penalty of perjury, I declare that the foregoing is true and correct.

DATED: August 25, 2022

BG LAW LLP

By: /s/ Jessica Studley
JESSICA STUDLEY