IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

THE CHEROKEE NATION, *et al.*, Plaintiffs, v. UNITED STATES DEPARTMENT OF THE INTERIOR, *et al.*, Defendants.	))))))))))	Case No. 1:20-cv-02167-TJK

COMANCHE NATION CHAIRMAN'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COUNTER-MOTION FOR SUMMARY JUDGMENT

D. MICHAEL MCBRIDE III
U.S. District Court D.C. Bar #OK0019
CROWE DUNLEVY
A Professional Corporation
222 North Detroit Avenue, Suite 600
Tulsa, Oklahoma 74120
(918) 592-9824
mike.mcbride@crowedunlevy.com

January 23, 2026

ATTORNEY FOR DEFENDANT CHAIRMAN FORREST TAHDOOAHNIPPAH

Page(s)

TABLE OF CONTENTS

Page(s)

Page(s)

TABLE OF AUTHORITIES

CASES

STATUTES AND RULES

OTHER AUTHORITIES

Page(s)

This case presents an attempt by one group of large gaming tribes to police another tribe's gaming compact with the State. Plaintiff Nations are not harmed at all by the Comanche Nation's 2020 Compact. Since 2020, there have been no new games, no new off-reservation-area facilities, and no new market conditions. Yet Plaintiff Nations persist because *maybe* "one dollar" has been diverted from their five casinos, including the world's largest casino.

Plaintiff Nations' interest in "equal footing" falls outside IGRA's zone of interests. IGRA protects tribal sovereignty through tribe-specific compacts tailored to each tribe's unique circumstances. It does not guarantee, or even contemplate, uniformity. Plaintiff Nations advance an overly state-favorable, anti-tribal-self-determination interpretation of IGRA that would make tribal sovereignty and self-governance too easily defeated.

The fallout, if any, of the state court decision in *Treat v. Stitt*, 2020 OK 64, 473 P.3d 43 should be resolved by the compact's actual parties: Oklahoma and the Comanche Nation. Plaintiff Nations are not, and never were, the proper enforcers here. Their theory undermines the government-to-government negotiations IGRA establishes. And to what end? The only real-life difference between the compacts is the one-percent difference in exclusivity fees. Invalidating the 2020 Compact redirects what Plaintiff Nations would consider a "drop in the bucket" from Comanche tribal services, such as combating homelessness among elderly Comanche veterans, to the State's coffers.

COMANCHE CHAIRMAN'S MEMORANDUM IN SUPPORT OF COUNTERMOTION FOR SUMMARY JUDGMENT

The Comanche Nation's Chairman moves for summary judgment on Plaintiff Nations' claims based on zone of interests and Article III standing. Plaintiff Nations lack statutory authority to bring this suit because their asserted interest in "equal footing" via equal compact terms with other tribes falls outside the zone of interests protected by the Indian Gaming Regulatory Act

("IGRA"), 25 U.S.C. §§ 2701–21. Plaintiff Nations also lack Article III standing because they cannot prove injury in fact, causation, or redressability.

Plaintiff Nations assert an interest in maintaining "equal footing" with the Comanche Nation through uniform compact terms. But IGRA protects each tribe's ability to negotiate tribe-specific compacts tailored to that tribe's unique circumstances and governmental objectives. IGRA does not protect an interest in parity or uniformity among tribes. To the contrary, the statute's text, structure, and legislative history demonstrate that Congress expected and intended variation in compact terms as a means of advancing tribal self-determination. Because the asserted interest in uniform terms is inconsistent with IGRA's purposes, Plaintiff Nations lack a statutory cause of action under the Administrative Procedure Act ("APA"), 5 U.S.C. §§ 500–96.

Even if Plaintiff Nations could establish a statutory cause of action, they lack Article III standing. The Comanche Nation operates today precisely as it did before the 2020 Compact. No new games have been implemented. No new facilities have opened at the challenged locations. No expansion into Plaintiff Nations' markets has taken place. Plaintiff Nations offer two theories of injury: competitor standing and equal footing. But both rest on the false premise that, absent the 2020 Compact, the Comanche Nation would lack authority to conduct Class III gaming. That premise is legally incorrect. Under Oklahoma contract law, if the 2020 Compact is void, the prior compact remains in effect. The competitive conditions, if any, Plaintiff Nations challenge would exist regardless of the Secretary's approval. Plaintiff Nations therefore cannot establish causation or redressability.

Either deficiency is independently dispositive. The Court should grant summary judgment for the Comanche Nation.

ARGUMENT

I. The zone-of-interests inquiry.

Because Plaintiff Nations' asserted interest in obtaining compact terms on "equal footing" with the Comanche Nation's compact falls outside the zone of interests protected by IGRA, Plaintiff Nations lack a statutory cause of action under the APA,[1] and the Comanche Nation is entitled to judgment as a matter of law.

A. The zone-of-interests inquiry limits APA review to interests IGRA was enacted to protect.

The zone-of-interests inquiry asks whether the interest asserted by the plaintiff is among those that the statute at issue protects, and therefore whether Congress authorized a plaintiff asserting that interest to invoke the statutory cause of action. *Lexmark Int'l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118, 127 (2014). The inquiry is one of statutory interpretation, not prudential discretion, not jurisdictional, and not part of Article III standing. *Id.* at 127–28. It is distinct from the constitutional requirements of injury in fact, causation, and redressability, and addresses only the scope of the cause of action Congress created. *Id.* at 128 n.4.

To be sure, the test "is not meant to be especially demanding," but still it imposes meaningful limits. *Clarke v. Sec. Indus. Ass'n*, 479 U.S. 388, 399–400 (1987). "In cases where the plaintiff is not itself the subject of the contested regulatory action, the test denies a right of review if the plaintiff's interests are so marginally related to or inconsistent with the purposes implicit in the statute that it cannot reasonably be assumed that Congress intended to permit the suit." *Id.* at 399. Thus, a claim must lie outside the zone of interests where the interest asserted is

[1] Although the Comanche Nation is named only in Count VIII, it offers this argument to protect its sovereign interests, including its right to self-determination in matters of tribal gaming.

affirmatively different from those the statute was enacted to protect, even if the plaintiff has suffered a concrete and traceable injury. *Lexmark*, 572 U.S. at 131–32.

The focus of the inquiry is on the interest asserted, applied claim by claim, not on the plaintiff's identity or status in the abstract. A single plaintiff may fall within the zone of interests for some claims but not for others, depending on whether the particular interest alleged to have been injured is among those the statute safeguards. *Id.* at 129–30. The analysis proceeds by (1) identifying the statute creating the right of action, (2) determining the interests the statute protects based on its text, structure, and purpose, and (3) assessing whether the plaintiff's asserted interest aligns with those protected interests. *Id.* at 127–30.

Because the zone-of-interests inquiry turns on statutory scope and the nature of the interest alleged, it is properly resolved as a matter of law and may be decided at summary judgment on an undisputed record.

B. Plaintiff Nations assert an interest in "equal footing."

Plaintiff Nations assert an interest in maintaining "equal footing" in the Class III gaming market with the Comanche Nation. By this, Plaintiff Nations mean they are entitled to compact terms that are the same as, or at least comparable to, the terms the Comanche Nation received in its 2020 Compact with Oklahoma. Plaintiff Nations contend that the Secretary's approval of the Comanche compact violates this interest because it permits the Comanche Nation to operate under more favorable terms than Plaintiff Nations' compacts provide[2]—specifically, lower exclusivity fees, authorization of additional or new classes of games, and advance approval for gaming at new or expanded locations. Ultimately, they assert that the "harm lies in the denial of equal treatment."

[2] Plaintiff Nations rely on hearsay statements by Robert A. Rosette, Esq. *See* Plaintiff Nations' Statement of Undisputed Facts ("Pls' SUF") ¶¶ 47–48, ECF No. 223-2.

Plaintiff Nations' Memorandum of Points and Authorities in Support of Motion for Summary Judgment ("Pls' MSJ") 6, ECF No. 223-1.

In effect, Plaintiff Nations assert that IGRA protects their interest in obtaining compact terms that match, or at least are comparable to, the terms available to the Comanche Nation. This asserted interest is fundamentally an interest in parity or uniformity of compact provisions. On the other hand, Plaintiff Nations do not allege that the Secretary's approval of the Comanche compact revokes or limits their own authority to conduct Class III gaming, imposes any new regulatory obligations on them, alters the terms of their existing compacts, or infringes upon the substantial exclusivity for Class III gaming on their Indian lands that those compacts already provide.

C. IGRA protects each tribe's ability to pursue economic development and self-determination through tribe-specific compacts, not an interest in uniform compact terms across tribes.

1. IGRA's purposes and structure.

The Indian Gaming Regulatory Act was enacted "to provide a statutory basis for the operation of gaming by Indian tribes as a means of promoting tribal economic development, self-sufficiency, and strong tribal governments." 25 U.S.C. § 2702(1). To serve those purposes, IGRA allocates authority among tribes, States, and the Secretary of the Interior and defines the conditions under which Class III gaming may lawfully occur. The statute protects "the governing body of the Indian tribe having jurisdiction over such lands" to negotiate, enter into, and operate under its own compact, subject to federal oversight and statutory limits, as a means of advancing tribal self-determination. *Id.* § 2710(d)(1).

2. IGRA's text contemplates tribe-specific, not uniform, compact terms.

IGRA's text and structure make clear that compact terms are tribe-specific, not uniform. The statute repeatedly refers to compacts "entered into" between a particular tribe and a State and authorizes agreements governing gaming conducted by an Indian tribe on the Indian lands of the Indian tribe via "negotiation." 25 U.S.C. §§ 2710(d)(1)(C), (d)(3)(A). This language reflects Congress's choice to rely on individualized, negotiated agreements rather than standardized terms.

IGRA thus contemplates that States and tribes may agree to different revenue-sharing arrangements, authorize different gaming activities, and impose different geographic limits depending on the particular tribe's circumstances, negotiating position, and governmental objectives. The statute provides no mechanism for equalizing terms across tribes, no requirement that all tribes receive comparable outcomes, and no right for one tribe to object to another tribe's compact terms on the ground that they are more favorable.

3. Legislative history confirms that Congress expected and intended variation in compact terms.

The legislative history confirms that Congress expected and intended such variation. The Senate Committee explained that "[t]he terms of each compact may vary extensively depending on the type of gaming, the location, [and] the previous relationship of the tribe and State." S. Rep. No. 100-446, at 14 (1988). It further emphasized that rights or obligations relinquished by one tribe are "specific to the tribe so making the election, and shall not be construed to extend to other tribes." *Id.* at 6.

IGRA was designed to allow tribes and States to "realize their unique and individual governmental objectives" through negotiated compacts, not to impose economic uniformity or competitive parity among tribes. *Id.* at 13. This individualized approach reflects IGRA's fundamental purpose: advancing each tribe's economic development and self-governance through agreements tailored to that tribe's specific circumstances.

D. Plaintiff Nations' asserted interest in comparable compact terms falls outside IGRA's zone of interests.

Against this legal backdrop, Plaintiff Nations' asserted interest in maintaining "equal footing" through comparable compact terms does not fall within IGRA's zone of interests. Even accepting all of Plaintiff Nations' allegations regarding the Comanche compact's approval, the interest that they seek to vindicate is an interest in comparative compact terms relative to the Comanche Nation—that is, an interest in having exclusivity fees, authorized games, and geographic expansion pre-approval that are the same as, or at least comparable to, those the Comanche Nation obtained.

At the same time, IGRA protects interests in enabling tribes to pursue economic development and self-governance through tribe-specific compacts negotiated to serve each tribe's unique governmental objectives. It does not protect interests in equalizing the economic or regulatory terms under which different tribes operate. To the contrary, IGRA contemplates and authorizes the exact variation in compact terms that Plaintiff Nations challenge.

By way of contrast, in *Lexmark*, a manufacturer of microchip components sued under the Lanham Act's false advertising provision, alleging harm from the defendant's misleading statements about its product. 572 U.S. at 123–25. The Court first identified the statute's protected interests, holding that the Lanham Act safeguards "commercial interest[s] in reputation or sales" by prohibiting false advertising that harms competitors. *Id.* at 131–32. The Court then determined whether the plaintiff's asserted injury—decreased sales caused by false advertising—fell within that zone. *Id.* at 137. Because the plaintiff alleged the type of competitive economic harm the statute was designed to prevent, the Court held it could invoke the statute's cause of action. *Id.* at 137–40. Importantly, the Court matched the plaintiff's specific injury (harm *from false* *commercial statements*) to the statute's protective purpose (ensuring truthful commercial competition). *Id.* at 129–32.

Meanwhile, the Court explained that other parties injured by the same conduct—such as consumers misled by the advertisements—would fall outside the zone because consumer deception, standing alone, is not an interest the Lanham Act's false-advertising provision protects. *Id.* at 131–34. *Lexmark* goes to show that the inquiry turns on the alignment between the plaintiff's asserted injury and the statute's protected interests, not on the plaintiff's identity or the mere existence of a statutory violation as Plaintiff Nations suggest. *See* Pls' MSJ 6 (claiming that every tribe has a "legally-protected interest" in ensuring other tribes "conduct Class III gaming in accordance with IGRA.").

Both *Lexmark* and this case involve allegations of competitive or commercial harm, but the similarity ends there. In *Lexmark*, the competitive injury alleged—lost sales and reputational harm caused by false advertising—was itself the interest the Lanham Act's false-advertising provision was enacted to protect. The statute targets deceptive commercial practices, and the plaintiff invoked the statute to vindicate that precise interest.

Here, by contrast, Plaintiff Nations do not invoke any IGRA interest in protecting tribes from purportedly unlawful competition by mandating equal compact terms, since the IGRA does not do so. Plaintiff Nations' reliance on a supposed interest in "equal footing" in the form of identical or comparable compact terms—where the "harm lies in unequal treatment" in compact terms—lacks any foundation in either IGRA's statutory provisions or its legislative history, as shown above. Unlike how the Lanham Act protects against false commercial statements, IGRA does not protect an interest in parity among tribes or uniformity of compact terms. Quite the opposite, it contemplates tribe-specific negotiated agreements as a means of advancing tribal self-determination and self-governance.

Similarly, *Amador County v. Salazar*, 640 F.3d 373 (D.C. Cir. 2011), involved a county, *i.e.*, a political subdivision of the State, challenging whether the gaming at issue was authorized on actual "Indian lands," asserting governmental interests in managing the direct consequences of a new casino, including increased infrastructure and public-service costs without a corresponding tax base. *Id.* at 377–79. The court treated those governmental interests as aligned with IGRA's allocation of regulation. But, unlike *Amador County*, where a political subdivision with governmental responsibilities over the same area challenged a determination directly implicating its land-use and public-service interests, Plaintiff Nations are separate sovereign tribes with no plausible governmental authority over the Comanche Nation's gaming operations or territory. Here, Plaintiff Nations challenge a tribal-state compact negotiated for gaming on the Comanche Nation's own Indian lands, and their asserted injury stems not from governmental burdens imposed on them but from speculative harm flowing from the compact's unequal terms—or, more precisely, that the unequal terms *are* the injury.

Plaintiff Nations' argument that they are "affected" by the Comanche compact proves too much. The "hoodwinked" consumer in *Lexmark* was "affected" by false advertising—suffering real economic harm—yet the Supreme Court explained that this was not enough for zone-of-interests because consumer protection was not the Lanham Act's concern. 572 U.S. at 131–32. Similarly, even if Plaintiff Nations are "affected" by different compact terms, this does not place their asserted interest in "equal footing" within IGRA's zone of interests. The question is whether the specific interest asserted is among those the statute protects. Nothing in IGRA confers upon tribes a watchdog role over other tribes' compacts, and the statute does not authorize one tribe to enforce IGRA's requirements as a third-party monitor of the Secretary's approval decisions.

Plaintiff Nations' asserted interest in comparable compact terms is not even "marginally related" to IGRA's purposes—quite the opposite, it is affirmatively different from, and fundamentally inconsistent with, the interests IGRA protects. *Lexmark*, 572 U.S. at 130. IGRA protects each tribe's ability to negotiate individualized agreements serving that tribe's unique governmental objectives. Plaintiff Nations assert an interest in preventing such individualization by requiring comparable treatment across tribes, but this position is decidedly anti-tribal-self-determination.

Thus, even under the APA's "generous" zone-of-interests test, IGRA's text and legislative history reveal that "equal footing" via uniform compacts is not "arguably" a protected interest. *Id.* Indeed, recognizing such an interest would undermine, rather than advance, IGRA's statutory purposes. It would transform IGRA from a statute promoting tribal self-determination through negotiated, tribe-specific agreements into a statute requiring economic uniformity and parity. That is the opposite of what Congress intended.

Plaintiff Nations may contend that their claims fall within IGRA's zone of interests because the Court previously concluded that Plaintiff Nations were not categorically outside the zone of interests at the pleading stage. *See* Nov. 23, 2022 Mem. Op. & Order 24–26, ECF No. 157. That prior ruling, however, does not resolve the question now before the Court.

The Court's earlier ruling addressed the zone-of-interests inquiry at the motion-to-dismiss stage, where the Court was required to accept Plaintiff Nations' allegations at a high level of generality and to draw reasonable inferences in Plaintiff Nations' favor. At that stage, the Court had no occasion to identify with precision the particular interest Plaintiff Nations now assert or to assess whether that interest aligns with the interests IGRA protects based on the statute's text, structure, and purpose.

At summary judgment, the inquiry is necessarily more focused. The Court must determine whether the specific interest Plaintiff Nations assert is among the interests Congress sought to protect via IGRA. The question is not whether Plaintiff Nations are generally "affected" by federal regulation of tribal gaming, but whether IGRA authorizes Plaintiff Nations, asserting this particular interest, to invoke the statute through the APA. The Court's citation to *Amador County* at the pleading stage does not answer this question. True, *Amador County* used the term "affected," but that was under a pre-*Lexmark* understanding of the zone-of-interests inquiry. 640 F.3d at 378–79. Moreover, *Amador County* addressed a county asserting governmental interests in the land where gaming occurs. Unlike here, those interests aligned with IGRA's framework for regulating gaming location and authorization.

Accordingly, the Court's earlier ruling does not resolve the zone-of-interests question now presented. In making that determination now, it is clear that Plaintiff Nations' asserted interest in obtaining compact terms comparable to those in the Comanche compact is not among the interests IGRA protects.

II. Plaintiff Nations lack Article III standing.

Even if Plaintiff Nations could establish a statutory cause of action under the APA and IGRA, which they cannot, they lack Article III standing. The undisputed facts demonstrate that Plaintiff Nations cannot establish the requisite injury in fact, proximate causation, or redressability.

The Comanche Nation's gaming operations today remain identical to what they were before the 2020 Compact.[3] No new Class III games.[4] No new gaming facilities not available

[3] Declaration of Forest Tahdooahnippah ("Chairman Decl.") ¶¶ 11–12, 14, 24–30, Ex. 1.
[4] *Id.*

under the 2005 Compact.[5] No expansion into markets served by Plaintiff Nations.[6] Plaintiff Nations have not shown even a single dollar of economic harm attributable to the Secretary's approval of the 2020 Compact.

The sole difference is the exclusivity fee percentage paid to Oklahoma, which—in addition to being outside the zone of interests—affects only internal tribal budgeting and has no logical connection to competitive conditions or patron behavior.

A. Legal standard for standing.

To establish Article III standing, Plaintiff Nations must prove (1) an injury in fact that is concrete, particularized, and actual or imminent; (2) a causal connection between the injury and the challenged conduct that is fairly traceable to the defendant; and (3) a likelihood that the injury will be redressed by a favorable decision. *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016); *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560–61 (1992).

"[E]ach element must be supported in the same way as any other matter on which the plaintiff bears the burden of proof, *i.e.*, with the manner and degree of evidence required at the successive stages of the litigation." *Lujan*, 504 U.S. at 561. At the summary judgment stage, Plaintiff Nations "must set forth by affidavit or other evidence specific facts" proving each element of standing. *Wash. All. of Tech. Workers v. U. S. Dep't of Homeland Sec.*, 50 F.4th 164, 175–76

---

[5] *Id.* ¶46. Since this litigation began, Comanche Nation opened the Cache casino on or about February 2025, on the Yackeyonny family allotment, an original Comanche allottee, approximately 20 miles west of Lawton and squarely within the Comanche Nation's Kiowa, Comanche & Apache treaty reservation area. *Id.* ¶ 46. The small casino has approximately 250 gaming devices, of which slightly more than half are Class III, and the balance are Class II. *Id.* All Class III games could have been offered pursuant to the 2005 model compact. *Id.* The facility is located the furthest west of any Comanche Nation casino from the nearest casino operated by one of the Plaintiff Nations, the Chickasaw Nation.

[6] *Id.* ¶¶ 13–14, 24–25, 31–41.

(D.C. Cir. 2022) (quoting *Lujan*, 504 U.S. at 561). General allegations and legal theories untethered from factual proof cannot establish standing. *Lujan*, 504 U.S. at 561.

Moreover, "when the plaintiff is not himself the object of the government action or inaction he challenges, standing is … ordinarily 'substantially more difficult' to establish." *Id.* at 562 (citation omitted); *New World Radio, Inc. v. F.C.C.*, 294 F.3d 164, 170 (D.C. Cir. 2002). Plaintiff Nations challenge the Secretary's approval of the Comanche compact, which is an action directed at a third party. They therefore bear a heightened burden to demonstrate standing with concrete evidence.

B. Plaintiff Nations cannot establish injury in fact.

Plaintiff Nations advance two theories of injury: (1) competitive injury under the competitor standing doctrine, and (2) injury from being unable to compete on "equal footing" with the Comanche Nation. Both theories fail because they rest on the false grounds that: the Comanche Nation conducts illegal games; the 2020 Compact unequivocally authorizes new forms of gaming without contingency on state law; and, absent the 2020 Compact, the Comanche Nation would lack authority to conduct any Class III gaming. These grounds are legally incorrect under both federal and Oklahoma law and are contradicted by the undisputed record.

1. The competitor standing theory fails.

The competitor standing doctrine recognizes that "economic actors suffer an injury in fact when agencies lift regulatory restrictions on their competitors or otherwise allow increased competition against them." *Sherley v. Sebelius*, 610 F.3d 69, 72 (D.C. Cir. 2010) (citation modified). The doctrine requires proof of "an actual or imminent increase in competition." *Id.* at 73. Plaintiff Nations cannot satisfy this requirement because the Comanche Nation cannot implement any new games until state law changes (in which event Plaintiff Nations are free negotiate similar terms) or open any new facilities pre-approved by the 2020 Compact expanding into Plaintiff Nations' markets unless the Secretary of Interior and Plaintiff Nations themselves provide the necessary authorization—in which event Plaintiff Nations are free negotiate similar terms. Nor does the Comanche Nation have plans to do so.[7]

To be sure, the 2020 Compact refers to new forms of Class III gaming, including house-banked card games and event wagering. But the Comanche Nation cannot offer these games until Oklahoma "permits such gaming for any purpose by any person, organization, or entity," 25 U.S.C. § 2710(d)(1)(B), which would require a change in state law. Importantly, none of these games are facially unlawful under IGRA. Any future injury from these hypothetical games thus depends on a contingency (a change in Oklahoma law) from which Plaintiff Nations would have the same opportunity to benefit through their own compact negotiations. This does not constitute economic injury at all, and if it did it would be both contingent and speculative, which cannot establish the "actual or imminent increase in competition" required for competitor standing. *Sherley*, 610 F.3d at 73.

Given the facial constraints of the Comanche compact on contingencies that have not occurred, the undisputed facts establish that the Comanche Nation cannot currently offer the additional games and that it continues to offer precisely the same categories of games it offered under its prior compact, operating at the same locations and serving the same geographic markets as it did before.[8] The Comanche Nation has not opened or planned any new casino at the locations outside its reservation referenced in the 2020 Compact.[9] No newly authorized gaming activities have been implemented.[10] Plaintiff Nations point to no change in the Comanche Nation's

[7] Chairman Decl. ¶¶ 9, 11–12, 26, 28–29.
[8] *Id.* ¶¶ 11–14, 16, 24–32.
[9] *Id.* ¶¶ 13–14, 24–25.
[10] *Id.* ¶¶ 11–14, 24–25.

offerings, locations, or market footprint that could alter competitive conditions in any measurable way. Indeed, Plaintiff Nations have failed to demonstrate even a single dollar of economic harm attributable to the Secretary's approval of the 2020 Compact. Pls' MSJ 10.

Similarly, the 2020 Compact does not immediately authorize the Comanche Nation to establish gaming facilities at new locations, which are also allowed only under contingencies that have not occurred, by provisions which Plaintiff Nations are equally free to negotiate. These provisions likewise cannot establish imminent injury. For one, any land taken into trust would require the Secretary's approval, *see* 25 U.S.C. § 2719(b)(1)(A), 25 C.F.R. § 151, and the Comanche Nation has no plans to open new casinos at the challenged locations.[11] Moreover, three of the locations identified in the 2020 Compact are within the reservation or former reservation of Plaintiff Nations. Under 25 C.F.R. §§ 151.2, 151.7, the Comanche Nation cannot have land taken into trust within another tribe's reservation or former reservation unless that tribe consents in writing. *See* Nov. 23, 2022 Mem. Op. & Order 31 (discussing "trump card" of consent). Specifically, Love County is located entirely within the Chickasaw Nation's reservation, part of Grady County is within the Chickasaw reservation, and part of Cleveland County is within the territory of the Citizen Potawatomi Nation.[12] The Comanche Nation has not obtained consent from the Chickasaw Nation or the Citizen Potawatomi Nation to acquire land into trust within those tribes' reservations or former reservations.[13]

Thus, any injury from these three potential locations is contingent not only on future discretionary governmental action by the Secretary to take land into trust and approve gaming under 25 U.S.C. § 2719(b)(1)(A), but also on the consent of Plaintiff Nations themselves. An

[11] *Id.* ¶¶ 13–14, 24–25.
[12] Pls' SUF ¶¶ 72–73.
[13] Chairman Decl. ¶¶ 13–14, 24–25.

injury contingent on a plaintiff's own action cannot establish the imminence required for standing. The remaining authorized location would likewise require a two-part determination under § 2719(b)(1)(A), making any competitive injury from that location equally speculative and non-imminent.

This case stands in sharp contrast to *West Flagler Associates, Ltd. v. Haaland* (*West Flagler II*), 71 F.4th 1059 (D.C. Cir. 2023), on which Plaintiff Nations rely. There, the challenged compact authorized statewide online sports betting that would instantly create a new competitor whose presence in the market was actual and imminent. *Id.* at 1063.[14] What made the *West Flagler* plaintiffs' injury actual and imminent is that the State of Florida had *changed its laws* to legalize online sports betting. *See id.* at 1061 (recognizing that the challenged compact, "*along with accompanying changes in state law*, purported to permit the Tribe to offer online sports betting throughout the state" (emphasis added)); *W. Flagler Assocs. v. Haaland* (*West Flagler I*), 573 F. Supp. 3d 260, 265 (D.D.C. 2021), ("Pursuant to that Compact, *as well as a Florida statute that implements its terms*, *see* Fl. Stat. § 285.710(13)(b), online sports betting is now available in Florida." (emphasis added)), *aff'd in part, vacated in part, remanded West Flagler II*, 71 F.4th 1059 (D.C. Cir. 2023). Not so here. Nothing in the 2020 Compact has resulted in any new form of gaming, any new casino, or any market expansion. The State of Oklahoma has not changed its laws to legalize any new forms of Class III gaming activities. The competitive landscape remains unchanged.

The competitor standing doctrine applies to an agency action that "imposes a competitive injury, i.e., that provides benefits to an existing competitor or expands the number of entrants in

[14] As in *Amador County*, the issue in *West Flagler* was whether the gaming was occurring on "Indian lands." *See* 25 U.S.C. § 2710(d)(1).

the [plaintiff]'s market, not an agency action that is, at most, the first step in the direction of future competition." *New World Radio*, 294 F.3d at 172. The Secretary's no-action approval of the Comanche compact has not expanded the number of gaming facilities, resulted in new forms of gaming being offered, or altered the Comanche Nation's market footprint. At most, it represents a preliminary step toward potential future competition contingent on changes in state law—a contingency that would benefit all Oklahoma tribes equally because all tribes have the same right to negotiate with the State pursuant to IGRA. *See* 25 U.S.C. § 2710(d)(3)(A).

2. The "equal footing" theory fails.

Plaintiff Nations' "equal footing" theory—which, as explained in the preceding section, falls outside IGRA's zone of interests—fares no better as a basis for Article III standing. The theory derives from *Lac du Flambeau Band of Lake Superior Chippewa Indians v. Norton*, 422 F.3d 490 (7th Cir. 2005), an out-of-circuit case that found standing at the pleading stage but resolved on waiver without ever confirming standing on an evidentiary record. In *Lac du Flambeau*, the Seventh Circuit held that the plaintiff tribes had adequately alleged standing at the motion to dismiss stage to challenge the Secretary's no-action approval of another tribe's compact. *Id.* at 496–500. The court emphasized, however, that it was required to assume facts in the plaintiffs' favor under the generous standard applicable to Rule 12(b) motions. *Id.* at 496. Because the plaintiffs' allegations cleared that low bar, the court found standing sufficient to survive dismissal. But the court simultaneously held that the plaintiffs forfeited any basis for APA review, compelling dismissal without reaching the merits. *Id.* at 502.

Lac du Flambeau thus stands for nothing more than the proposition that alleging unequal treatment in negotiations at the pleading stage is enough to survive a motion to dismiss. The same is not sufficient for standing at summary judgment. Additionally, this case differs materially from *Lac du Flambeau* in another key aspect. In that case, the compact between the state and the intervenor-tribe created a *direct* threat to the plaintiff-tribe's *own* operations by disincentivizing gubernatorial approval of *its* casino application. No such direct threat exists here. The Comanche compact does not impede Plaintiff Nations' own gaming operations in any way.

While the 2020 Compact might pre-approve additional forms of gaming, the Comanche Nation cannot implement any of them and has no plans to do so unless and until such gaming becomes permitted under state law as required by IGRA. 25 U.S.C. § 2710(d)(1)(B). At that point, Plaintiff Nations would stand on "equal footing" with the Comanche Nation, as all tribes would be eligible to negotiate for the same newly legalized games.

As discussed in the preceding section, IGRA does not guarantee uniform compact terms among tribes within the same state. IGRA repeatedly refers to compacts "entered into" between a particular tribe and a State, 25 U.S.C. § 2710(d)(1)(C), and authorizes agreements governing gaming conducted by an Indian tribe on the Indian lands of the Indian tribe, *id.* § 2710(d)(3)(A). This language makes clear that compact terms are tribe-specific. IGRA contemplates that states may negotiate different revenue-sharing provisions, regulatory standards, and geographic limits depending on tribal circumstances. Nowhere does IGRA direct uniformity, require parity among tribes, or impose any obligation to give tribes "equal footing" vis-à-vis one another.

Again, IGRA's legislative history confirms this understanding. The Senate Committee stated that "[t]he terms of each compact may vary extensively depending on the type of gaming, the location, [and] the previous relationship of the tribe and State." S. Rep. No. 100-446, at 14 (1988). The Committee further noted that any tribal rights relinquished "shall be specific to the tribe so making the election, and shall not be construed to extend to other tribes." *Id.* at 6. IGRA was designed to allow tribal and state governments to "realize their unique and individual governmental objectives" through negotiated compacts. *Id.* at 13.

C. Plaintiff Nations' standing theories rest on the false premise that the Comanche Nation would lose gaming authority if the 2020 Compact is adjudged invalid.

Both the competitor standing theory and the equal footing theory share a fatal flaw. Each depends on the premise that absent the Secretary's approval of the 2020 Compact, the Comanche Nation would lack authority to conduct Class III gaming. This premise is legally incorrect.

1. Claim preclusion does not bar the Comanche Nation from asserting the 2005 Compact's continued validity in the alternative.

Plaintiff Nations argue that claim preclusion bars the Comanche Nation from asserting in the alternative that its prior compact remains valid. That argument fails.

Claim preclusion, also known as res judicata, is an affirmative defense, Fed. R. Civ. P. 8(c)(1), which belongs to the State of Oklahoma. Oklahoma can choose to assert it or waive it as it chooses. The affirmative defense does not belong to Plaintiff Nations because they are not beneficiaries of the dismissal in *Cherokee Nation v. Stitt*, 475 F. Supp. 3d 1277 (W.D. Okla. 2020). Claim preclusion is a shield that protects parties who obtained a favorable judgment from having to relitigate matters already decided; it is not a sword available to third parties who were neither adverse to nor injured by the party now asserting the precluded position. The Governor, as the party who obtained the dismissal, would be the proper party to assert claim preclusion. Plaintiff Nations have no right to invoke claim preclusion offensively to foreclose arguments the Comanche Nation makes in defense of this lawsuit.

Even if Plaintiffs were in a position to dictate to Oklahoma whether to raise this affirmative defense, the defense would still not apply. Under claim preclusion, "a subsequent lawsuit will be barred if there has been prior litigation (1) involving the same claims or cause of action, (2) between the same parties or their privies, and (3) there has been a final, valid judgment on the merits, (4) by a court of competent jurisdiction." *Smalls v. United States*, 471 F.3d 186, 192 (D.C. Cir. 2006). The party to be precluded must have had a "full and fair opportunity to litigate the claim." *Lamont v. Proskauer Rose, LLP*, 881 F. Supp. 2d 105, 112 (D.D.C. 2012). None of these elements is satisfied here.

First, the prior litigation did not involve the same claims or cause of action. The earlier litigation concerned whether the Comanche Nation's 2005 Compact automatically renewed under Part 15(B) of the Model Compact. *See* Okla. Stat. tit. 3A, § 281. That suit sought declaratory relief against the Governor regarding renewal. Here, Plaintiff Nations challenge whether the Comanche Nation's exercise of authority under its 2020 Compact is unlawful and constitutes a continuing violation of federal law. *See* Second Am. Compl. ¶ 267. ECF No. 104. The additional causes of action arise under IGRA and the APA, challenging the Secretary's no-action approval as arbitrary, capricious, and contrary to law. Those claims do not share a common nucleus of operative fact with the prior compact renewal dispute. They are fundamentally different questions.

Second, the parties are not the same, nor are they in privity. In the renewal litigation, the Comanche Nation intervened in a lawsuit against the Governor. The other tribes, including Plaintiff Nations, were aligned on the Comanche Nation's side. No Plaintiff Nation was an adversary of the Comanche Nation. Here, Plaintiff Nations sue the Secretary of the Interior and other Defendants, asserting injuries caused by the Secretary's no-action approval of the 2020 Compact. The Governor was not aligned with Plaintiff Nations in the prior case. Plaintiff Nations were not aligned against the Comanche Nation. No Plaintiff Nation stood in privity with the Comanche Nation or the Governor. Claim preclusion does not apply where the parties' interests were not adversarial in the earlier suit.

Third, there was arguably no final judgment on the merits. The Comanche Nation agreed to voluntarily dismiss its claim against the Governor regarding the renewal of the 2005 Compact in consideration for specific provisions in the 2020 Compact. *E.g.*, 2020 Compact Part 4.J.2.a.

("Section 20 Concurrence"), AR19. If, as Plaintiff Nations argue, the contested provisions of the 2020 Compact are invalid, then that agreement lacked consideration and is therefore legally unenforceable. *See Amador County*, 640 F.3d at 384 (noting that "the scope of preclusion by settlement arises from contract" (citation omitted)). An unenforceable agreement cannot serve as the basis for a voluntary dismissal. Such a judgment is subject to reopening or vacatur under long-established principles allowing relief from judgments entered upon void or invalid agreements. For the dismissal with prejudice to constitute a final judgment for claim preclusion purposes, Plaintiff Nations must concede that the 2020 Compact *is valid and legally enforceable*. Plaintiff Nations cannot plausibly argue that the Governor could invoke claim preclusion against the Comanche Nation, barring it from asserting the renewal issue in future litigation, when the agreement underlying the voluntary dismissal lacked consideration because if the foundation for the dismissal was legally infirm, there was no final judgment with preclusive effect.

Fourth, the Comanche Nation lacked a full and fair opportunity to litigate. Even had the Comanche Nation wished to litigate the continued force of its prior compact, the issue was not capable of judicial resolution at the time. The 2020 Compact purported to supersede the 2005 Compact upon execution. Once the new compact was in place, no court could adjudicate the effect of the earlier compact unless the validity of the 2020 Compact itself were put at issue. That issue was not before the court. Plaintiff Nations did not raise it. In short, the renewal litigation appeared moot as to the Comanche Nation's 2005 Compact. The Comanche Nation did not actually litigate the question Plaintiff Nations now seek to preclude, as necessary to apply claim or issue preclusion (see n. 15, *infra*), because the question was mooted by the 2020 Compact.[15]

[15] Notably, Plaintiff Nations rely exclusively on *claim* preclusion, and not *issue* preclusion. Pls' MSJ 12 n.6. The case on which they rely for their preclusion argument confirms this, noting that "'claim preclusion' provides the appropriate framework here." *Stonehill v. U.S. Dep't of Just. Tax*

In sum, claim preclusion does not apply. Plaintiff Nations do not assert preclusion regarding any claim actually asserted in this case. Instead, they attempt to use preclusion offensively to defeat the Comanche Nation's standing defense by asserting that the Comanche Nation "repudiated" its prior compact. Pls' MSJ 9. But the earlier case did not decide any such thing; it dismissed a renewal claim that had ostensibly become moot. The assertion of Offensive claim preclusion is the exclusive prerogative of the State of Oklahoma, not Plaintiffs; moreover, its application is inappropriate where, as here, the claim was never litigated, never decided, and could not have been raised in the prior proceeding. Accordingly, the Comanche Nation is not barred from asserting in the alternative that its current Class III gaming is authorized by the 2005 Compact.

2. Under Oklahoma law, a void contract cannot extinguish a valid prior compact.

Additionally, the 2020 Compact is the contractual authority that provided for dismissal in the first place. If the 2020 Compact is valid, the Comanche Nation operates under its authority. But even if the 2020 Compact is void *in toto*, as Plaintiff Nations contend, then basic principles of state contract law determine the legal consequences. The 2020 Compact states that it

---

Div., No. 1:19-cv-03770, 2022 WL 407145, at *6 (D.D.C. Feb. 10, 2022). Nor could Plaintiff Nations successfully invoke issue preclusion because the issue of whether the 2005 Compact renewed was not "actually litigated" nor "necessarily determined" in litigation between Comanche Nation and the State of Oklahoma, as required for issue preclusion to apply. *See, e.g.*, *Martin v. Phillips*, 2018 OK 56, ¶ 3, 422 P.3d 143, 145. Additionally, offensive non-mutual issue preclusion never happens automatically, but rather courts are allowed broad discretion in determining whether fairness justifies its application. 18A *Wright & Miller's Federal Practice & Procedure* § 4465.2 (3d ed. 2025). "The general rule should be that in cases where . . . the application of offensive [issue preclusion] would be unfair to a defendant, a trial judge should not allow the use of offensive [issue preclusion]." *Parklane Hosiery Co. v. Shore*, 439 U.S. 322, 331 (1979). Even then, it is applicable only when the elements have been satisfied. Here, they have not, and such an application would be patently unfair. In any event, Plaintiff Nations have waived or forfeited any issue preclusion argument by failing to raise it.

"supersede[s]" the 2005 Compact. *See* Pls' MSJ 9 (citing AR32 at Part 12.A.). But an invalid compact lacks legal effect, including any supersession clause it contains.

This principle reflects basic contract law recognized across jurisdictions. A void agreement produces no legal effects and cannot alter existing legal relationships. Plaintiff Nations argue that because IGRA makes the validity of a compact turn on whether it was "entered into" by the State, 25 U.S.C. § 2710(d)(1)(C), federal courts apply the law of the relevant State to determine whether the State actor had legal authority to bind the State. But if Oklahoma law is recognized as the governing framework for determining whether a compact was "entered into," it likewise governs the consequences that flow from a compact found to be void at its inception.

Under Oklahoma law, a contract executed without legal authority is void *ab initio*, a "mere nullity" from the beginning that "binds no one" and leaves the parties as if no contract had ever been made. *Isenhower v. Isenhower*, 1983 OK CIV APP 12, ¶14; 666 P.2d 238, 241. Likewise, contracts made in violation of statute are void, as are contracts "contrary to public policy." *Kincaid v. Black Angus Motel, Inc.*, 1999 OK 54, ¶¶ 7-9, 983 P.2d 1016, 1018–19. If the later compact is void *ab initio*, such as for want of legal authority, Oklahoma law treats the supposed supersession as legally nonexistent. The prior compact remains operative precisely as though the later compact had never been executed.

Further, the consideration Oklahoma gave for the dismissal of the Comanche Nation in *Cherokee Nation v. Stitt*, 475 F. Supp. 3d 1277 (W.D. Okla. 2020), is the 2020 Compact, and if the 2020 Compact is invalid, the consideration fails and the contract may be rescinded. *See* Okla. Stat. tit. 15, § 233; *Bonner v. Okla. Rock Corp.*, 1993 OK 131, ¶ 23, 863 P.2d 1176, 1186. This is another independent reason why the dismissal of Comanche Nation's claim relating to the renewal of the

2005 Compact would have no effect even if Plaintiff Nations had been the beneficiaries of that dismissal (which they are not).

Thus, if—under Plaintiff Nations' theory of the case—the Governor lacked the authority to enter into the 2020 Compact rendering the execution thereof void, then that compact could not terminate, modify, or displace the Comanche Nation's prior compact. The prior compact remains in effect precisely because the purported "superseding" instrument was a legal nullity. Under either legal scenario, the Comanche Nation possesses authority to conduct Class III gaming.

D. The Wyman Report suffers from the same fundamental flaw.

Plaintiff Nations offer the Expert Report of Dr. Brian Wyman ("Wyman Report") to manufacture evidence of competitive injury. But the Wyman Report suffers from the same foundational flaw as their legal theories. It rests entirely on the assumption that absent the 2020 Compact, the Comanche Nation would have no lawful basis to conduct Class III gaming whatsoever. *See, e.g.,* Wyman Report 4, 7, ECF No. 223-29. That assumption is legally incorrect.

If Plaintiff Nations are wrong on the merits and the 2020 Compact is valid, then the Comanche Nation has authority to conduct Class III gaming. If Plaintiff Nations are right on the merits and the 2020 Compact is void, then as a matter of Oklahoma contract law, the prior compact remained in effect, and the Comanche Nation still has authority to conduct Class III gaming. Regardless, the Comanche Nation may offer Class II games at its casinos without a compact, *see* 25 U.S.C. § 2710(b)—so the casinos would not disappear under any circumstance as Wyman suggests. Wyman Report ¶¶ 65–71 (discussing "existing casinos"). Wyman's foundational assumption is foreclosed under either legal outcome.

Plaintiff Nations' lack of evidence stands in sharp contrast to that in *West Flagler*. *See supra* § II.B.1. There, the non-tribal plaintiff submitted actual, empirical evidence of changed consumer behavior caused by a new form of gaming that was to be implemented imminently. The tribe's newly authorized online sports betting product created an indisputably new market option. The plaintiff presented direct survey evidence showing that 10–15% of its own patrons would shift expenditures to that new option. *West Flagler I*, 573 F. Supp. 3d 260, 267–68 (D.D.C. 2021), *aff'd in part, vacated in part, remanded sub nom. W. Flagler Assocs., Ltd. v. Haaland*, 71 F.4th 1059 (D.C. Cir. 2023). That evidence satisfied the "actual or imminent increase in competition" standard. *Id.* at 267.

Not so here.[16] Wyman identifies no new games actually offered, no new facilities opened, no new market entry, and no consumer behavioral changes caused by the 2020 Compact. He applies a "gravity model" premised on the assumption that Comanche casinos should not exist. Wyman Report ¶¶ 17–41. The undisputed record shows the Comanche Nation has operated Class II and III gaming for years and continues to do so under the same operational parameters. An analytical model cannot manufacture an injury by assuming away the legal reality that the Comanche Nation possesses Class III gaming authority regardless of the 2020 Compact's validity.

Because Wyman's model measures economic effects of Class III gaming that would exist regardless of the Secretary's action, rather than any change attributable to the 2020 Compact's approval, the Wyman Report provides no direct evidence of injury fairly traceable to that approval and cannot support Plaintiff Nations' Article III standing.

E. Plaintiff Nations cannot establish causation or redressability.

Plaintiff Nations cannot establish either causation or redressability because the competitive conditions they challenge would exist whether or not the Secretary approved the 2020 Compact.

---

[16] As a practical matter, since the 2020 Compact became effective, the Comanche Nation's total net gaming revenue has declined by 41% between 2021 and 2025. *See* Declaration of Brandon Crawford ¶ 6, Ex. 2. In contrast, as evidenced by the publicly available data regarding exclusivity fees paid to Oklahoma, Plaintiff Nations' Class III gaming revenue has consistently and significantly increased over that same time period. *Id.* ¶¶ 9–10 and Chairman Decl. ¶¶ 42-45.

"The injury has to be fairly traceable to the challenged action of the defendant." *Lujan*, 504 U.S. at 560 (citation modified). And it must be "likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision." *Id.* at 561 (citation omitted).

Plaintiff Nations' alleged injuries flow from the Comanche Nation's operation of Class III gaming facilities. But those facilities would exist and operate in the same manner regardless of the 2020 Compact's validity. If the Secretary had disapproved the 2020 Compact, the Comanche Nation would have continued operating under its prior compact. If this Court invalidates the 2020 Compact, the Comanche Nation will continue operating under its prior compact. The games would remain the same. The facilities would remain the same. The competitive landscape would remain the same.

The only real-life difference between the two compacts at this point is the exclusivity fee percentage paid to Oklahoma—a provision that is not challenged as unlawful under IGRA and which Plaintiff Nations were free to negotiate themselves. As discussed above, Plaintiff Nations have not stated a claim for relief based on the exclusivity fee agreement, under the zone-of-interest analysis. Further, decreasing the revenue-sharing payment to Oklahoma does not actually increase competitive advantage, either. Nor could it. Under the Comanche Nation's Revenue Allocation Plan ("RAP")—required by IGRA and approved by the Secretary—the Nation distributes 100% of its net gaming revenue to the Nation's programs and its citizens.[17] The RAP requires that the Nation distribute 40% to its citizens on a per capita basis and 60% to tribal government services and programs.[18] Thus, the fee adjustment influences only internal tribal budgeting—directing

[17] Chairman Decl. ¶¶ 19–23; RAP, Chairman Decl. Ex. 1.

[18] *Id.* The RAP defines "Net Gaming Revenue" as "that revenue from the gaming Enterprises remaining at the end of each calendar month, after disbursement of operating expenses and dues, including but not limited to loan payments, player winnings, equipment costs, adequate

whether revenue goes to Oklahoma or to tribal government services and per capita distributions—and has no connection to patron behavior, gaming amenities, facility improvements, or any other factor affecting competition among gaming facilities.[19]

Because the gaming operations Plaintiff Nations challenge are authorized by the Comanche Nation's prior compact regardless of the 2020 Compact's validity, the relief Plaintiff Nations seek would not remedy their alleged harms. Invalidating the 2020 Compact would leave the Comanche Nation operating under its prior compact, conducting the same gaming activities at the same facilities in the same markets. Plaintiff Nations have therefore failed to establish causation or redressability.

* * *

In sum, Plaintiff Nations assert an interest that IGRA does not protect and cannot prove a redressable injury in fact, which Article III requires. Their interest in obtaining compact terms comparable to the Comanche Nation's compact is inconsistent with IGRA's purposes. Congress designed IGRA to enable tribe-specific compacts that serve each tribe's unique governmental objectives, not to impose uniformity or guarantee parity among tribes. Plaintiff Nations therefore lack statutory authorization to invoke an IGRA cause of action through the APA.

Plaintiff Nations also lack Article III standing. They cannot prove injury in fact because the Comanche Nation operates today as it did before the 2020 Compact. They cannot prove causation or redressability because the competitive conditions they challenge would exist whether or not the Secretary approved the 2020 Compact.

---

contingency reserves, supplies, casino employee wages, salaries, fees, and all other expenses, if applicable, for that month or period." RAP Art. II(f) at 2.

[19] Chairman Decl. ¶¶ 19–23; RAP.

CONCLUSION

The Court should grant summary judgment to the Comanche Nation's Chairman on zone of interests and standing grounds.

Dated: January 23, 2026

Respectfully Submitted,

/s/ Mike McBride
D. Michael McBride III,
Member District of Columbia Bar #OK0019
CROWE DUNLEVY
A Professional Corporation
222 N. Detroit Ave., Suite 600
Tulsa, OK 74120
(918) 592-9824
(918) 592-9824 (Facsimile)
mike.mcbride@crowedunlevy.com

ATTORNEY FOR DEFENDANT CHAIRMAN FORREST TAHDOOAHNIPPAH

CERTIFICATE OF SERVICE

I certify that on January 23, 2026, with the help of my legal assistant I electronically transmitted the foregoing document to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to all individuals registered to receive this case's filings.

/s/ Mike McBride
D. Michael McBride III

6176461.v5